



POLICY 2005.02 (3)

TO: Selectboard
FROM: Brian M. Palaia, Town Manager; Donald Turner, Jr., Fire Chief
RE: Fire Department Fees and Billing Policy 2005.02 (3), the 2nd Policy of 2005 (3rd Revision)
DATED: June 3, 2013
EFFECTIVE DATE: Immediately

Fire Department Fees and Billing Policy

PURPOSE: To implement a fair and equitable procedure that will allow the Town of Milton to bill users for Milton Fire Department services.

PROCEDURE: The following procedure will provide a rate structure for equipment and services, outline the definitions, exemptions, the appeal process and effective date.

Milton Fire Department Rate Schedule

This rate structure may be amended by resolution of the Select Board, upon recommendation of the Town Manager. Amendments must be posted in 3 places within the Town for a minimum of thirty (30) days from adoption, placed in a paper of general circulation, and filed with the Town Clerk. All amended rates will be effective immediately.

| Description | Rate per call |
|---|----------------------|
| 1. Light Duty Rescue..... | \$ 380. |
| 2. Heavy Duty Rescue..... | 650. |
| 3. Technical, Water and Search & Rescue..... | 1,050. |
| 4. Light Vehicle Fire | 315. |
| 5. Heavy Vehicle Fire | 525. |
| 6. Minor Hazardous Materials Incident | 1,050+* |
| 7. Major Hazardous Materials Incident | 2,100+* |
| 8. Nuisance Incident (after the third call within a 3 month period)... | 300. |
| 9. Non-permitted Burn (after the third call within a 3 month period)... | 400. |
| 10. Absorbent- per bag | 18. |
| 11. Structure Fire - Residential Use | 750. |
| 12. Structure Fire – Commercial Use | 1500. |

Specialized Response will be charged at the equipment stand-by rates noted below

Any response to an incident that lasts longer than two hours is to be considered excessive time and may be subject to standby charges. Standby rates are noted below.

Milton Fire Department Standby or Use Rates

| <u>Equipment</u> | | <u>Charge</u> |
|-----------------------------|-----------|----------------|
| <u>Pumper</u> | Engine 1 | \$ 350 per hr. |
| | Engine 5 | 350 per hr. |
| | Engine 6 | 350 per hr. |
| <u>Tanker</u> | Water 1 | 200 per hr. |
| <u>All purpose Vehicles</u> | Brush 5 | 200 per hr. |
| | Utility 1 | 200 per hr. |
| | Tower 1 | 450 per hr. |

*Any damaged equipment will be charged at the current replacement cost.

*All supplies will be charged at the current replacement cost.

Definitions

Alarm Activations/Automatic Alarms shall mean audible and/or visual alarm activations within or outside of a protected property, including those systems incorporating automatic Fire Department notification.

Appeal Board shall consist of the Fire Chief, Assistant Fire Chief and Health Officer of the Town of Milton.

Emergency Incident shall mean those incidents that require fire and/or emergency medical response in an immediate fashion, following established emergency response protocols.

Emergency Personnel shall mean the personnel appointed by the Town Manager and/or Fire Chief, who may be non-employee or employees of the Milton Fire Department and/or Public Works Department, during their involvement in an emergency or non-emergency incident/event.

Emergency System shall mean a system within any given property provided for activation and occupant and/or emergency services notification in the event of a fire and/or medical emergency.

Excessive Time shall mean two (2) or more hours on the scene from the time of arrival.

Fire Alarms- see Alarm Activations

Fire Chief shall mean the individual appointed by the Select Board as the Department Head responsible for the operations of the Milton Fire Department.

Hazardous Materials Incident shall mean those incidents involving the release of any product that could prove a danger to health or the environment.

Hazardous Response Fee is charged to respond to a hazardous materials incident. This is just a response fee. Any equipment or supplies used or damaged during this incident will be charged for use and an itemized statement will be provided to the insured/responsible party.

Heavy Duty Rescue shall mean utilizing personnel and equipment in securing and protecting the scene at a motor vehicle accident. Services provided include the use of hand tools (ex. Cutting battery cables,

reflective or combustible warning devices as well as the use of hydraulic, pneumatic or gas powered tools to free a victim from an entrapped state.

Heavy Vehicle Fire shall mean vehicle fires that involve larger commercial vehicle to include, but not limited to, over the road trucks, mobile homes and buses.

Light Duty Rescue shall mean utilizing personnel and equipment in the securing and protecting the scene, at a motor vehicle accident. Services provided include the use of hand tools (ex. Cutting battery cables), reflective or combustible warning devices.

Light Vehicle Fire shall mean vehicle fires that involve normal passenger vehicles to include passenger cars, vans, pick up trucks and SUV's.

Malicious Incident shall mean those emergency incidents which stem from an individual's intentional purpose to cause property damage, endanger lives, and/or cause the response of emergency personnel for other than an actual emergency.

Motor Vehicle Accidents shall mean incidents involving one or more motorized vehicles including, but not limited to cars, trucks, busses, trains, motorcycles, ATV's, snowmobiles, boats, planes, and the vehicles and trailers being pulled by motorized vehicles.

Non-Emergency Incident shall mean those incidents which allow for fire and/or emergency medical response in a less urgent fashion, following established non-emergency response protocols.

Non-Permitted Burn shall mean the intentional disposal of outside debris via burning, without the verbal and/or written permission of authorized officials within the Fire Department and/or Authorized Agent.

Nuisance Incident shall mean those incidents that are of the same nature, on a repetitive basis, at the same location, due to the lack of servicing to mechanical and/or electrical equipment of an emergency system, or the failure to correct a previously documented fire hazard, or false reporting of an emergency incident.

Owner of the property shall be the person(s) who are the insurance holder.

Permitted Burn shall mean the intentional disposal of outside debris via burning, with the verbal and/or written permission of authorized officials within the Fire Department and/or the Authorized Agent.

Special Event shall mean those non-emergency events that occur within the Town, requiring the presence of emergency personnel and/or permitting by the Town, as required by Town Ordinance, Vermont Labor & Industry, the Milton Fire Department, or as requested by the owner of the involved property or event coordinator.

Specialized responses are able to be charged for incidents those that do not fall into the general criteria of the above list. This would include, but not limited to, large scale operations such, but not limited to, aircraft accidents, natural disasters or acts of terrorism.

Standby charges are applied after the initial charge for excessive time on scene for various reasons to include, but not limited to, lighting, scene security etc., (see rate schedule).

Structure Fire (Mobile Home) shall mean any residence considered able to be moved via its own trailer build as part of the residence. Structure fires will be billed for reimbursement if the property damage renders the space unusable or uninhabitable.

Structure Fire (fixed residence) shall mean any residence permanently placed on a foundation, concrete pad or other type of location. Structure fires will be billed for reimbursement if the property damage renders the space unusable or uninhabitable.

Structure Fire (business) shall mean any business. Structure fires will be billed for reimbursement if the property damage renders the space unusable or unsuitable.

Technical Rescue/ Water Search and Rescue includes but is not limited to confined space, vertical or water search and rescue situations.

Town Resident shall mean any person who resides in the Town of Milton.

Town shall mean the Town of Milton, Vermont.

Wildland Fire shall mean any outside fire involving general natural combustible materials other than a permitted burn, with no restriction concerning area involved, or size of any damaged area.

Appeal Process

The Fire Chief, Assistance Fire Chief and Health Officer will make up the Appeal Board. Any party shall have the right to appeal a bill as long as they file a written request with the Town Manager's Office within thirty (30) days of receiving the bill. A bill can be waived if it is determined that the party had no fault and did not summon the response. This decision may be appealed to the Town Manager. A final appeal may be made to the Selectboard whose decision shall be final.

**If the responsible party is an uninsured Milton resident, they will not be held liable for the cost of services rendered unless they are deemed to have intentionally caused the incident which led to the need for emergency services.

Exemptions for billing purposes

Mutual aid, when the property owner is not insured, investigation only, cancelled prior to arrival, wildland fire or any other response not listed above. The Town Manager, in consultation with the Fire Chief, has the final decision on whether or not to bill, if not clearly stated herein.

Effective date of Rates/Billing

Immediately, or as soon as practicable.

Billing: Bills will be sent to the owner of the property (insurance holder). **

Copies of fire reports will be charged in accordance with Town policy.

ADOPTION: The Milton Selectboard, acting in regular session on **June 3, 2013** voted in the favor of the amended **Fire Department Fees and Billing Policy**, as outlined herein as **Policy 2005.02 (3)**. Further that this referenced Policy shall be part of the permanent record of the attachment of the same to the Minutes of the aforementioned Meeting.

Dated at Milton, Vermont this 3 day of June, 2013

MILTON SELECTBOARD

Darren Adams, Chairperson

John C. Gifford
John Gifford, Vice-Chairperson

Pam McKenna, Clerk

Louis H. Mossey III
Louis H. Mossey III

John Bartlett
John Bartlett

Filed with the Milton Town Clerk's Office this 12 day of June, 2013

Attest: Sheryl Rime
Milton Assistant Town Clerk