**THE CORPORATION OF THE VILLAGE OF SOUTH RIVER**

**By-Law No. 36-2013**

**Being a By-law of the Village of South River to Establish, Implement and Provide for the Recovery of Costs For Services Provided By the South River Machar Volunteer Fire Department.**

**WHEREAS** the Corporation of the Village of South River has established and regulates, in partnership with the Township of Machar, a Volunteer Fire Department under the provisions of By-law 6-96 enacted pursuant to the Municipal Act, R.S.O. 1990, Chapter M.45; and

WHEREAS pursuant to Section 391 (1), Section 396 (1) and Section 396 (2) of the Municipal Act 2001, as amended, a Municipality may pass by-laws to impose fees and charges on any class of persons for service rendered by a municipality; and

WHEREAS it is deemed expedient and appropriate to pass a by-law to impose fees and charges in accordance with Section 391 (1) of the Municipal Act 2001, as amended, for the supply of fire protection services by the Volunteer Fire Department of the Corporation of the Village of South River and the Township of Machar; now

THEREFORE the Council of the Village of South River enacts as follows:

1. **Definitions:**

In this By-law, unless the context otherwise requires;

1. The words “approved”, “company”, “corporation”, “council”, “department”, “fire chief”, “deputy/fire prevention officer”, “fire protection services”, “members”, “volunteer firefighter”, each respectively, shall have the meanings ascribed to them in Section 1 of this By-Law of the Village of South River, which for ease of reference are as follows:
2. **“Approved”** means approved by municipal Council of the Village of South River
3. **“Company”** means a complement of Fire Department personnel operating one or more pieces of apparatus or equipment,
4. **“Corporation”** means The Corporation of the Village of South River
5. **“Council”** means the Council of the Village of South River
6. **“Fire Department”** means the South River Machar Volunteer Fire Department,
7. **“Fire Chief”** means the one person appointed by a By-law of the Council of the Village of South River to act as Fire Chief,
8. **“Deputy/Fire Prevention Chief”** means the person appointed by the Council of the Village of South River to act in the place of the Fire Chief in the fire chief’s absence, or in the case of a vacancy in the position of Fire Chief,
9. **“Fire Protection Services”** means a range of programs and services, as provided by the South River Machar Volunteer Fire Department, which is designed to protect the lives and property of the inhabitants and public at-large within the fire department response area from the adverse effects of fires, sudden medical emergencies or exposure to dangerous conditions created by individuals or nature, and includes but is not limited to, fire prevention and public education, rescue and suppression services,
10. **“Indemnification Technology”** means Fire Department incident reporting, data collection and property insurance policy wording interpretation to maximum billing opportunities on behalf of fire departments by invoicing insurance companies for costs of fire department attendance with respect to insured perils.
11. **“Member(s)”** means any defined fire fighter, employee or personnel and equipment thereof, of the department,
12. **“Volunteer Firefighter”** means a person, whom voluntarily acts as a fire fighter for a nominal consideration of honorarium.
13. **“Property”** means any public or private real property within the geographical boundaries of the Village of South River including buildings, structures and erections of any nature and kind in or upon such lands, but excludes real property owned by the Crown either federally or Provincially.
14. **“Property Owner”** means the registered owner of property or any person, firm or corporation having control over a possession of the property or any portion thereof, including a property manager, mortgagee in possession, received, and manager, trustee and trustee in bankruptcy,
15. **“Motor Vehicle”** has the same meaning as defined in the *Highway traffic Act, R.S.O., 1990, .H. 8, as amended;*
16. **“Non-Resident”** means any person who is neither a property owner nor a tenant of property within the geographical boundaries of the Corporation;
17. **“Person”** means any individual, corporation or firm;
18. **“Schedule of Fees to be Charged for the Fire Protection Services”** means the schedule of fees attached hereto and forming part of this by-law;
19. **“Extra Equipment”** means any equipment or apparatus of any description required to be obtained or procured by the Volunteer Fire Department to supply Fire Protection Services in response to any incident or event, which is not part of the equipment or apparatus owned, leased or otherwise in the possession and control of the Volunteer Fire Department as part of its normal complement of equipment and apparatus.
20. **“Extra Personnel”** means personnel who are retained by the Volunteer Fire Department in addition to the normal complement of Volunteer Fire Department personnel and their equipment, to transport, repair, operate or use Extra Equipment.
21. **Fees and Charges for Fire Protection Services:**

A fee or charge for Fire Protection Services supplied by the Fire Department and its Members, shall be imposed in accordance with the applicable sections of the Schedule of Fees, attached hereto and forming part of this by-law, to be charged for Fire Protection Services and paid to the Corporation as follows:

1. **Responses to Motor Vehicles collisions, accidents and mishaps:**

A non-resident involved in a Motor Vehicle collision, accident or mishap resulting in the supply of Fire Protection Services shall pay a fee in accordance with the applicable sections of the Schedule of Fees to be Charged for Fire Protection Services;

1. **False Alarms:**

All Property Owner(s) shall pay a fee in accordance with the applicable sections of the Schedule of Fees to be Charged for Fire Protection Services for Fire Department and its Members to respond to false alarms at such Property Owner’s property where such false alarm is a result of either a failure to properly maintain a fire alarm system, a failure to notify the Fire Department of work being performed on a fire alarm system or repetitive negligent or malicious acts;

1. **Arson or Other malicious Acts:**

Persons who commit arson or other malicious acts resulting in the supply of Fire Protection Services by the Fire Department shall pay a fee in accordance with the applicable sections of the Schedule of Fees to be Charged for Fire Protection Services;

1. **Inspection of Properties:**
2. All persons requiring inspection of property for any purpose related to insurance, including insurance claims, or for the purpose of carrying out or continuing in a business or obtaining any license with respect to any activity or business, shall pay a fee in accordance with the applicable sections or the Schedule of Fees to be Charged for Fire protection Services;
3. A property Owner or tenant of property shall pay a fee in accordance with the applicable sections of the Schedule of Fees to be Charged for Fire Protection Services if an inspection of Property is necessitated by failure by the Property Owner or tenant of the property to comply with the requirements of the Ontario Fire Code and the Fire Protection & Prevention Act, 1997, O. Reg. 388/97.
4. **Medical Assistance:**

A non-resident requiring Fire Protection Services involving medical assistance shall pay for all medical supplies, materials and equipment used or supplied by the Fire Department and its Members, in providing such Fire Protection services in accordance with the applicable sections of the Schedule of Fees to be Charged for Fire Protection Services;

1. **Extraordinary Expenses:**

All persons shall reimburse the Corporation for all extra equipment, supplies, materials and extra personnel, which were required, in accordance with the applicable sections of the Schedule of Fees to be Charged for Fire Protection Services when Extraordinary Expenses have been incurred by the South River Machar Volunteer Fire Department in supplying Fire Protection Services.

1. **Taxes**

Taxes chargeable, assessed against and/or exigent, in respect of the fees and charges herein provided for, shall be charged and be due and payable in addition to such fees and charges.

1. **Administration and Enforcement:**
2. All fees to be charged for the supply of Fire Protection Services in accordance with this By-law, shall be invoiced on behalf of the Corporation and forwarded to the person or persons liable and shall be sent by prepaid ordinary mail, registered mail or personally delivered to the last known address of such Person.
3. Receipt of an invoice shall be deemed to have occurred:
4. On the date of delivery in the case of personal delivery
5. Three days after mailing by prepaid registered mail if delivered to an address within the Village of South River
6. Five days after mailing out prepaid registered mail if delivered to an address outside of the Village of South River
7. Five days after mailing by ordinary mail if delivered to an address within the Village of South River
8. Seven days after mailing by ordinary mail or delivered to an address outside of the Village of South River
9. A fee and/or charge imposed upon any person under this By-law, including any taxes, interest, penalty charges and costs of collection, constitutes a debt of that Person to the Corporation.
10. All fees, taxes and other charges charged in accordance with this By-law shall be due and payable upon thirty (30) days from the date of invoice and thereafter shall bear interest at 1.25 per cent per month calculated and payable monthly.
11. All fees, other charges, taxes and interest thereon, which remain unpaid after the due date for payment may be added to the tax roll and collected as realty taxes in respect of the property of any person located within the geographical boundaries of the Corporation.
12. Rates of fees and charges specified in the Schedule of Fees to be Charged for Fire Protection Services may be amended, from time to time, by resolution of Council.
13. **This By-law comes into effect on the date that it is passed by Council.**
14. All previous by-laws establishing, implementing and providing for the recovery of costs for services provided by the South River Machar

Volunteer Fire Department, or amendments, are thereto repealed as of the effective date.

READ A 1st, 2nd and 3rd time and finally passed this 15th day of October, 2013.

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Bill O’Hallarn, Deputy Mayor

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Susan L. Arnold, Clerk-Administrator

**Schedule “A” to By-Law No. 36-2013**

**THE SOUTH RIVER-MACHAR VOLUNTEER FIRE DEPARTMENT**

**Schedule of Fees to be Charged for Fire Protection Services**

**Inspection Services**

Summary of Fire Report for Insurance Adjusters $100.00

Fire Search for Lawyers (Work Order Inquiry) $100.00

Inspection resulting from File search $100.00

House Inspection for Real Estate Sale or Mortgage $100.00

Inspection of Commercial, Industrial, Apartment Building

or Investment Property for Mortgage $200.00

Inspection of LLBO permit $100.00

Inspection of Facilities for Special Care or Day Care $ 35.00

**Vehicle Fire, Accidents, Extractions, and/or Traffic Control**

King’s Highway MTO Rates

Municipal Roadways – non-ratepayer MTO Rates

Municipal Roadway – ratepayer No Charge

**Clean-up Spill and/or Leaks**

Clean-up if Spills or Leaks MTO Rates

**Violations of Open Air Burning By-Law**

Response to Violation MTO Rates

Plus applicable federal and provincial taxes