

**TOWN OF GRIMSBY
2022 CONSOLIDATED FEES & CHARGES
SCHEDULE J - FIRE SERVICES**

			HST	TOTAL
FIRE AND EMERGENCY SERVICES				
For responding to <i>nuisance false alarms</i> and <i>nuisance deployments</i> , in any calendar year				
first false alarm			-	-
second false alarm	per deployed vehicle	775.00	-	775.00
third false alarm	per deployed vehicle	1,550.00	-	1,550.00
fourth false alarm	per deployed vehicle	2,330.00	-	2,330.00
fifth false alarm	per deployed vehicle	3,105.00	-	3,105.00
sixth false alarm	per deployed vehicle	3,880.00	-	3,880.00
For responding to <i>nuisance false alarms</i> and <i>nuisance deployments</i> occurring as a result of a malicious act, in any calendar year				
first false alarm			-	-
second false alarm	per deployed vehicle	775.00	-	775.00
third false alarm	per deployed vehicle	1,550.00	-	1,550.00
fourth false alarm	per deployed vehicle	2,330.00	-	2,330.00
fifth false alarm	per deployed vehicle	3,105.00	-	3,105.00
sixth false alarm	per deployed vehicle	3,880.00	-	3,880.00
For attending at the scene of a motor vehicle accident or at the scene of a motor vehicle fire and providing firefighting or other emergency services on the QEW				
for the first hour or any part thereof ¹	per deployed vehicle	488.40	-	488.40
for each additional one-half hour or part thereof	per deployed vehicle	245.00	-	245.00
For attending at the scene of a motor vehicle accident or a motor vehicle fire and providing firefighting or other emergency services to a non-resident on any property within the Town of Grimsby				
for the first hour or any part thereof	per deployed vehicle	775.00	-	775.00
for each additional one-half hour or part thereof	per deployed vehicle	385.00	-	385.00
For attending a natural gas incident				
for the first hour or any part thereof	per deployed vehicle	775.00	-	775.00
for each additional one-half hour or part thereof	per deployed vehicle	385.00	-	385.00
For attending a non-emergency elevator incident				
for the first hour or any part thereof	per deployed vehicle	775.00	-	775.00
for each additional one-half hour or part thereof	per deployed vehicle	385.00	-	385.00
For responding to non-emergency assistance request				
for the first hour or any part thereof	per deployed vehicle	775.00	-	775.00
for each additional one-half hour or part thereof	per deployed vehicle	385.00	-	385.00
FIRE PREVENTION AND PUBLIC EDUCATION SERVICES				
COMMERCIAL (GROUP A, D, & E OCCUPANCY)				
Hourly rate of inspection for one fire prevention officer		159.29	20.71	180.00
Subsequent inspection in compliance 60% of the hourly rate		95.57	12.42	108.00
Subsequent inspection of non compliance - hourly rate plus 50%		238.94	31.06	270.00
DETENTION/CARE OCCUPANCIES (GROUP B) OR RESIDENTIAL (GROUP C containing a Care Facility)				
Hourly rate of inspection for one fire prevention officer		159.29	20.71	180.00
Subsequent inspection in compliance 60% of the hourly rate		95.57	12.42	108.00
Subsequent inspection of non compliance - hourly rate plus 50%		238.94	31.06	270.00
RESIDENTIAL (GROUP C, not including Care Facilities)				
Hourly rate of inspection for one fire prevention officer		159.29	20.71	180.00
Subsequent inspection in compliance 60% of the hourly rate		95.57	12.42	108.00
Subsequent inspection of non compliance - hourly rate plus 50%		238.94	31.06	270.00
This category includes Hotels, Motels, Apartments and Bed & Breakfasts				
INDUSTRIAL (GROUP F OCCUPANCY)				
Hourly rate of inspection for one fire prevention officer		159.29	20.71	180.00
Subsequent inspection in compliance 60% of the hourly rate		95.57	12.42	108.00
Subsequent inspection of non compliance - hourly rate plus 50%		238.94	31.06	270.00
MISCELLANEOUS INSPECTIONS / APPLICATION REVIEW				
Open Air Burning Site Inspection and clearance		88.50	11.50	100.00
Fireworks Vendor - Site Inspection		101.77	13.23	115.00
Fire Safety Plan Review		132.74	17.26	150.00
Repeat review of Fire Safety Plan		75.22	9.78	85.00
Marijuana Grow-Op / Drug Lab Investigation & Compliance Inspection		2,584.07	335.93	2,920.00
SMOKE & CARBON MONOXIDE ALARMS				
Replace / install damaged/defective or missing smoke or carbon monoxide alarm		168.14	21.86	190.00
PROPANE RISK				
New Propane RSMP ² Review more than 5,000 USWG (minimum 8 hours)	\$/hr	146.02	18.98	165.00
Review Existing Facility RSMP ¹ Review more than 5,000 USWG (minimum 4 hrs per plan)	\$/hr	146.02	18.98	165.00
New Modified Facility RSMP ¹ 5,000 USWG or less (per inquiry and per plan)	\$/hr	424.78	55.22	480.00
Review Existing Facility RSMP ¹ 5,000 USWG or less	\$/hr	207.96	27.04	235.00
Professional Engineer Consultant Review of RSMP ¹ - full recovery of incurred cost plus 25% administration charge (fees due on receipt of service or booking)			yes	varies

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			HST	TOTAL
FILE REPORTS AND FILE SEARCHES				
Pertaining to Environmental Issues			300.88	39.12
Pertaining to Information			150.44	19.56
Pertaining to Freedom of Information Requests	\$/hr			87.00
FIRE EXTINGUISHER TRAINING³				
Monday to Friday between 08:30 and 16:30 hrs			292.04	37.96
Cost per each addition person > 20	ea		15.93	2.07
Monday to Friday between 16:30 and 08:30 hrs, weekends, and Statutory Holidays			411.50	53.50
Cost per each addition person > 20	ea		15.93	2.07
MISCELLANEOUS				
Interest on accounts overdue by greater than 30 days ⁴	/ month		1.25%	1.25%
Recovery of Extraordinary Expenses				-
Other Fire Department activities	\$/hr		88.50	11.50

^{1.} Rate determined by the Ontario Ministry of Transportation and is subject to adjustment from time to time.

^{2.} Risk Safety Management Plan (RSMP)

For a group session with maximum 20 persons conducted at the Fire Station.

^{3.} Price does not include the cost for supplying or recharging extinguishers

^{4.} 15% / year

DEFINITIONS

1. In this Schedule,

Corporation means The Corporation of the Town of Grimsby.

Council means the Council of the Corporation of the Town of Grimsby.

Care Facility means a building that contains a care occupancy, care and treatment occupancy, retirement home, group home, care home, any facility that provides accommodation to vulnerable populations, or any other occupancy that provides care services and includes but is not limited to retirement residences, supportive care residences and long-term care residences.

Emergency System includes a sprinkler system, standpipe system, fire extinguishing system, smoke control system, emergency power system, fire pump system, voice communication system or any other device monitored through a fire alarm system and shall include monitored commercial/residential security systems that interface with smoke alarms or detection devices; and includes residential smoke alarms and carbon monoxide alarms.

Fire Department means the Grimsby Fire Department and being a fire department within the meaning of the *Fire Protection and Prevention Act 1997*, S.O. 1997, c.4, as amended, and is deemed to include any member of the Grimsby Fire Department.

Firefighting and Emergency Services includes all services related or incidental to the prevention, control and suppression of fires and the protection of lives and property, but excludes the provision of emergency medical and paramedical aid to victims of life-threatening injury or trauma.

Malicious Act means a wrongful act done intentionally by any person without just cause or excuse; including but not limited to disabling a smoke alarm or carbon monoxide alarm.

Member means any persons employed in, or appointed to, the *fire department* and assigned to undertake *fire protection services*, as defined in the Establishing and Regulating By-Law and includes Officers, full-time, *volunteer or part-time firefighters*.

Motor Vehicle has the same meaning as prescribed in the *Highway Traffic Act* R.S.O. 1990 c. H.8, as amended.

Non-Resident means a person who is neither a property owner nor a tenant of property within the Town of Grimsby.

Nuisance False Alarm means the dispatch of Grimsby Fire Department to emergency or non-emergency situations due to activation of a fire alarm system or emergency system through a mechanical failure, equipment malfunction, improper installation of the system, result of work being performed on a fire alarm system or emergency system, or failure to maintain the system as prescribed by the Fire Code being O.Reg. 213/07, as amended.

Nuisance Deployment means the dispatch of Grimsby Fire Department to emergency or non-emergency situations due to complaints received relative to open-air burning activity for either authorized or unauthorized open-air burns; and dispatch to vacant buildings due to inadequate security and/or unlawful entry; or to any emergency or non-emergency situations, that in the sole discretion of the Fire Chief is deemed to have needlessly caused the commitment of department resources.

Person includes an individual, sole proprietorship, partnership, corporation, municipal corporation, unincorporated association or organization, trust and a natural person in his or her capacity as trustee, executor, administrator or other legal representative.

Property means any public or private real property within the Town of Grimsby, including buildings, structures and erections of any nature and kind in or upon such lands, and roadways owned by the Corporation of the Town of Grimsby and the Region of Niagara but excludes real property owned by the Federal or Provincial Crown.

Property Owner means the registered owner of property or any person, firm or corporation having control over or possession of the property or any portion thereof, including a property manager, mortgagee in possession, receiver and manager, trustee and trustee in bankruptcy.

2. *Council* hereby establishes the fees and charges as set out in Schedules to this By-law.

3. No discounts apply for early payment of any fee set out in this Schedule.

4. Payment of all FIRE AND EMERGENCY fees is due within 30 days of receipt of an invoice issued by the *Corporation* unless otherwise stated in this Schedule. Payment of all FIRE PREVENTION AND PUBLIC EDUCATION SERVICE fees is due in advance of the requested service or at the time the expense is incurred unless otherwise stated in this Schedule.

ALARM ACTIVATION

5. If Grimsby Fire Department attends at a property in response to the activation of a fire alarm system or emergency system, and upon conducting an investigation a member of Grimsby Fire Department determines that the alarm activation is a nuisance false alarm, the property owner shall be charged the fee as stipulated in Schedule.

6. If a property owner fails to notify the central monitoring agency and St. Catharines Fire Dispatch in advance of any work being conducted on a fire alarm system or emergency system at a property and the work being done results in the activation of a fire alarm system or emergency system, the alarm activation is a nuisance false alarm and the property owner shall be charged the fee as stipulated in the Schedule if the Grimsby Fire Department is deployed to the nuisance false alarm.

7. If Grimsby Fire Department responds to the activation of a fire alarm system or emergency system, and upon conducting an investigation a member of Grimsby Fire Department determines that the alarm activation is a false alarm occurring as a result of a malicious act, the property owner shall be charged the fee as stipulated in the Schedule.

8. Notwithstanding the progressive application of Fees for Service within this Schedule, the process may be accelerated if a property owner/occupant/person responsible for the false alarm has demonstrated a flagrant disregard for fire safety with respect to people or property including compromising the health and safety of responding fire personnel.

MOTOR VEHICLE ACCIDENTS AND FIRES

9. If Grimsby Fire Department attends at the scene of a motor vehicle accident on any property within the Town of Grimsby and provides firefighting or other emergency services to a non-resident driver, the non-resident driver and/or owner and/or insurance company shall be charged the fee as stipulated in this Schedule.

10. If Grimsby Fire Department attends at the scene of a motor vehicle fire on any property within the Town of Grimsby and provides firefighting or other emergency services, and if the owner of the motor vehicle is a non-resident, the non-resident owner and/or insurance company shall be charged the fee as stipulated in this Schedule.

11. If Grimsby Fire Department attends at the scene of a motor vehicle fire or motor vehicle accident on the Queen Elizabeth Highway, cost recovery will be in accordance with the Ministry of Transportation reimbursement program as outlined in the Memorandum of Agreement dated November 10, 2000, as amended.

NON-EMERGENCY ELEVATOR INCIDENT RESPONSE

12. If Grimsby Fire Department attends at a property in response to a stalled elevator and determines that the confined individual(s) does not have urgent medical needs and is not in immediate danger as a result of the elevator being inoperative, the property owner shall be charged the fee as stipulated in this Schedule.

NATURAL GAS INCIDENT RESPONSE

13. If Grimsby Fire Department attends at a property in response to a natural gas leak caused by an avoidable act if proper procedures had been used to establish locates, the property owner shall be charged the fee as stipulated in this Schedule.

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14 If Grimsby Fire Department attends at a roadway owned by the Corporation of the Town of Grimsby or Regional Municipality of Niagara in response to a natural gas leak and the leak is caused by a private contractor operating under the authority of the property owner, the private contractor shall be charged the fee as stipulated in this Schedule.

FIRE EXTINGUISHER TRAINING

15 If Grimsby Fire Department provides fire extinguisher training sessions to a requester, the requester shall be charged the fee as stipulated in this Schedule.

FIRE INSPECTIONS

16 For the provision of inspection services by Grimsby Fire Department for requested or routine inspections, the property owner or requester shall be charged the fee as stipulated in this Schedule .

17 For the provision of inspection services by Grimsby Fire Department resulting from complaints that upon conducting an investigation by a *member* of Grimsby Fire Department are confirmed to be Fire Code related, the property owner shall be charged the fee as stipulated in this Schedule .

18 If Grimsby Fire Department attends a residential occupancy to provide fire protection services, and upon conducting an investigation a member of Grimsby Fire Department determines that the smoke alarms and or carbon monoxide alarms do not satisfy the requirements of the Fire Code; smoke and or carbon monoxide alarms shall be installed by GFD and the property owner shall be charged the fee as stipulated in the Schedule.

19 Despite Sentence 18, fees associated with installation of smoke alarms and or carbon monoxide alarms as part of an approved Public Education Campaign, shall be established and approved by the Fire Chief as a condition of program approval.

PERMITS AND APPLICATIONS

20 For all fire related permit requests, designated fire route applications and Propane Facility License applications, the requester shall be charged the fee as stipulated in this Schedule .

FIRE REPORTS AND FILE SEARCHES

21 For all fire related file searches, environmental searches and fire report requests, the requester shall be charged the fee as stipulated in this Schedule.

EXTRAORDINARY EXPENSES

22 If Grimsby Fire Department responds to a fire or other emergency at a property and determines, or the Fire Chief or Deputy Fire Chief determines, that it is necessary to retain a private contractor, or rent special equipment, or use consumable materials other than water and medical supplies, in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, or otherwise control and eliminate an emergency, the property owner shall be charged the expenses incurred by Grimsby Fire Department for retaining a private contractor, renting special equipment and/or for all consumable materials used, as applicable, shall be charged to the property owner and recovered as a fee under this Schedule.

23 If Grimsby Fire Department responds to a fire or other emergency at a property, the property owner shall be charged the expenses incurred by Grimsby Fire Department to replace and/or repair damaged or contaminated personal protective equipment; tools and equipment or any other emergency resources effected in order to suppress or extinguish a fire, preserve property, prevent a fire from spreading, or otherwise control and eliminate an emergency.

NON-EMERGENCY ASSISTANCE

24 If Grimsby Fire Department responds to a request for assistance from another agency where an agreement for mutual aid or automatic aid has not been established, a care facility, or at a property that is being used for the manufacture, cultivation, trade or distribution of a controlled substance, as defined and described in Schedules I, II, and III of the Controlled Drugs and Substances Act, 1996, c.19, as amended, under that Act, all of the costs and expenses incurred as a result of the attendance, which include, but are not limited to, the costs of vehicles, labour, equipment, materials and administration shall be charged to the property owner and all such costs shall be recovered as a fee under this Schedule.

ADMINISTRATION AND ENFORCEMENT

28 The Corporation may deliver an invoice either personally, or by registered mail, or by ordinary mail to a person's home address or, in the case of a property owner, to the property owner's address as recorded on the Corporation's assessment roll. Receipt of an invoice shall be deemed to have occurred:

- a. on the date of delivery in the case of personal delivery,
- b. three days after mailing by registered mail if delivered to an address within the Town of Grimsby,
- c. five days after mailing by registered mail if delivered to an address outside of the Town of Grimsby,
- d. five days after mailing by ordinary mail if delivered to an address within the Town of Grimsby, or
- e. seven days after mailing by ordinary mail if delivered to an address outside of the Town of Grimsby

29 A fee imposed upon a person under this By-law, including any interest charges and costs of collection, constitutes a debt of the person to the Corporation

30 For FIRE AND EMERGENCY SERVICES fees imposed , consideration will be given to waiving or reducing fees where the property owner has demonstrated that significant measures have been undertaken to refurbish the fire protection system and/or to prevent future occurrences. Application of this article is subject to the approval of the Fire Chief or his designate.
For FIRE PREVENTION AND PUBLIC EDUCATION SERVICE fees imposed , consideration will be given to waiving or reducing fees based on needs and circumstances of the situation. Application of this article is subject to the approval of the Fire Chief or his designate.

31 If a person who is charged a fee under this By-law fails to pay the fee within thirty days of receipt of the date upon which payment was due, the person shall be charged interest commencing on the thirty-first day that the fee remains unpaid at the rate as stipulated in this Schedule . Where a person who is charged a fee under this By-law submits a cheque in payment of the fee and the cheque is not honoured by the applicable financial institution, the person shall be charged interest in accordance with the previous sentence.

32 If a property owner who is charged a fee under this By-law fails to pay the fee within ninety days of receipt of an invoice, the Corporation may add the fee, including interest, to the tax roll for any real property in the Town of Grimsby registered in the name of the owner and collect the fee, including interest, in like manner as municipal taxes.