

**Town of Williamstown, Vermont**  
**WILLIAMSTOWN FIRE SERVICES REIMBURSEMENT ORDINANCE**

**ARTICLE I: GENERAL PROVISIONS**

**A. Title**

All rules and regulations contained herein, together with such additions and amendments as may be hereafter adopted, are hereby designated as the "Williamstown, Vermont Fire Services Reimbursement Ordinance," or "Ordinance."

**B. Authority**

This Ordinance is adopted by the Town of Williamstown, Vermont, pursuant to authority granted under 24 V.S.A. §§ 1955 and 1971-1983, and 20 V.S.A. §§ 2672, 2675, 2961, and 2963. This Ordinance is designated as a Civil Ordinance under 24 VSA 1971(b).

**C. Purpose**

The purpose of this Ordinance is to provide for the reimbursement of costs for emergency and non-emergency responses by the Williamstown Fire Department, (as assisted by the Williamstown Highway Department) for Malicious Incidents, Nuisance Incidents, Motor Vehicle Accidents, Hazardous Materials Incidents, Non-Permitted Burns, Permitted Burns that get out of control due to negligence, Brush and Wildland Fires, and Special Events.

**D. Filing of Ordinance**

The Town Clerk of the Town of shall file certified copies of this Ordinance, as well as certified copies of any additions or amendments to this Ordinance as may be hereafter adopted, in the municipal records.

**E. Liability**

The Town of Williamstown, and all persons responsible for and involved with enforcement or application of this Ordinance shall not be liable for any damage or injury to persons or property arising out of or relating in any way to this Ordinance or enforcement or application of this Ordinance.

**ARTICLE II: DEFINITIONS**

Unless the context specifically indicates otherwise, the meaning of terms used in this Ordinance shall be as follows:

**"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.

**“Brush and 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.

**“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 of the Williamstown Fire Department, Williamstown Highway Department, as well as the Town of Williamstown Forest Fire Warden 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.

**“Fire Alarms”** – see **“Alarm Activations”**

**“Fire Chief”** shall mean the individuals designated as heads of the Williamstown 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.

**“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 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 from the authorized Fire Warden or Assistant Fire Warden.

**“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.

**“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 any single false reporting of an emergency incident.

**“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 municipal

Ordinance, Vermont Division of Fire Safety, the Fire Departments, or as requested by the owner of the involved property or event coordinator.

“**Town**” shall mean the Town of Williamstown, Vermont.

“**Town Resident**” shall mean any person who resides in the Town of Williamstown.

### ARTICLE III: ELIGIBLE OCCURRENCES / INCIDENTS

The following types of occurrences and incidents within the Town of Williamstown are eligible for invoicing pursuant to Article V of this ordinance:

- A. Malicious Incidents
- B. Nuisance Incidents
- C. Motor Vehicle Accidents
- D. Hazardous Materials Incidents
- E. Non-Permitted Burns (including burning trash and debris)
- F. Permitted Burns that get out of control due to negligence
- G. Brush and Wildland Fires caused by negligence
- H. Special Events

### ARTICLE IV: ENFORCEMENT

All enforcement, invoicing, and application of this Ordinance is the responsibility of the Fire Chief having jurisdiction over the incident.

The Fire Chief having jurisdiction over the incident is authorized to conduct investigations and take other steps that are necessary and provided by law to enforce this ordinance.

### ARTICLE V: INVOICING

- A. **Malicious Incidents** shall be invoiced per occurrence, with the perpetrator to be held responsible, using the Service Reimbursement Rates.
- B. **Nuisance Incidents** shall be invoiced per occurrence, except in the case of nuisance incidents involving a false fire alarm, which shall be invoiced after three occurrences in any 12-month period. The property owner shall be held responsible.
- C. **Motor Vehicle Accidents** within the primary coverage area of the Williamstown Fire Department, shall be invoiced per occurrence. In the event multiple vehicles are involved, responsibility for costs may be prorated, as determined by the Fire Chief, among the person(s), operator(s), or vehicle owner(s) involved. All car accidents involving non-

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1. All car accidents involving non-Williamstown residents are invoiced.

2. Car accidents involving Williamstown residents are invoiced only if a police officer issues a traffic ticket or citation or makes a protocol report.

Williamstown residents are invoiced. Car accidents involving Williamstown residents are invoiced only if a police officer issues a traffic ticket or citation or makes a physical arrest.

- D. **Hazardous Materials Incidents** are invoiced per occurrence, with the property owner and/or supplying company being held responsible.
- E. **Non-Permitted Burns** shall be invoiced per occurrence, with the individual responsible for the burn being held responsible.
- F. **Permitted Burns** that get out of control due to negligence shall be invoiced per occurrence, with the individual responsible for the burn being held responsible.
- G. **Brush and Wildland Fires** shall be invoiced per occurrence, with the individual responsible for the fire being held responsible.
- H. In circumstances where the responsible party in the preceding circumstances (#A, B, D, E, F, and G) cannot be identified and/or located and/or reimbursement cannot be obtained from the person, the property owner shall be responsible for the invoiced costs if the Fire Chief having jurisdiction over the incident determines that services were made necessary due to the fault of the property owner.
- I. **Special Events** shall be invoiced per occurrence, with the property owner or event organizer(s) responsible as indicated at the time of the event planning.
- J. Invoicing / Reimbursement rates for any incident and/or occurrence shall be as established from time to time by the Williamstown Selectboard, at duly warned meeting of this board. These rates shall be on file in the Town Clerk's office and available for inspection.
- K. Reimbursement of costs incurred by the Williamstown Fire Department for emergency and non-emergency responses by the Williamstown Fire Department, (as assisted by the Williamstown Highway Department, shall be sought only for Occurrences and Incidents Types listed above.

#### **ARTICLE VI: ORDINANCE MANAGEMENT**

This Ordinance shall be managed by the Fire Chief having jurisdiction over the incident or their designees.

The Town of Williamstown shall be reimbursed by the responsible party designated in Article V for reasonable and necessary expenses incurred by the Williamstown Fire Department, and for any assistance to the fire departments provided by the Williamstown Highway Department, pursuant to the following procedures:

1. Invoices shall be issued by the Fire Chief having jurisdiction over the incident or their designee using the services of the Town of Williamstown Finance Department.

2. Invoices shall include the date(s) on which services were provided by the Williamstown Fire Department, and for any assistance to this fire department provided by the Williamstown Highway Department, the type of incident under Article V that is serving as the basis for the invoice, an explanation of the services provided, and the cost of the services provided.
3. Invoices shall provide that payment shall be made to the Treasurer of the Town of Williamstown within 30 days of the date of invoice with interest to accrue at the statutory rate beginning on the 31st day.
4. Within 30 days of receipt, the Williamstown Finance Department will remit revenues received to the Town of Williamstown.
5. The invoice shall be mailed first class mail to the last known address of the person responsible for paying the invoice.

#### **ARTICLE VII: SEVERABILITY / LIABILITY / AMENDMENTS**

If any portion of this Ordinance is held unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected.

This Ordinance and its provisions may be amended by the Williamstown Selectboard, pursuant to applicable provisions of the law.

#### **ARTICLE VIII: APPEALS PROCESS**

Any invoice may be appealed to the Williamstown Town Manager. The appeal shall be in writing, and shall be filed with the Town Manager within ten days of the invoice date. The appeal shall be acted upon by the Town Manager within fifteen days after the receipt of the appeal notice. Upon such appeal, the Town Manager shall act to reverse, affirm, or modify in any regard the original invoicing determination of the Fire Chief having jurisdiction over the incident. The Town Manager shall issue a written decision to the aggrieved party within fifteen days of the appeal hearing.

#### **ARTICLE IX: ORDINANCE IN FORCE**

##### **F. Date of Enactment**

Duly enacted and ordained by the Selectboard of the Town of Williamstown, Orange County, State of Vermont, on this 12 day of April, 2021, at duly warned and duly held meetings of the Williamstown Selectboard.

##### **G. Effective Date**

This Ordinance shall become effective sixty (60) days from the date hereof.

WILLIAMSTOWN SELECTBOARD

Rodney Johnson

Justin M. Corliss

Officer

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