CHAPTER 11 EMERGENCY RESPONSE FEES

Sec. 11-1. Purpose and Authority.

(1) The purpose of this chapter is to establish a fair and reasonable fee structure for extraordinary emergency-response services provided by the Village of Harrison Fire-Rescue Department, Public Works Department, or other Village personnel and equipment.

(2) These fees are intended to recover costs incurred by the Village when a person, property owner, business, or responsible party causes or requires an extraordinary emergency response through negligent, unlawful, reckless, or otherwise chargeable circumstance.

(3) This chapter is adopted pursuant to the Village's police powers and applicable Wisconsin law, including the authority to recover reasonable costs for municipal services where authorized by law.

Sec. 11-2. Definitions.

For purposes of this chapter:

(1) Emergency response means services provided by Village personnel, equipment, or contracted resources in response to an incident involving public safety, fire suppression, non-emergency lift assist, rescue, hazardous materials, traffic control, utility hazards, environmental hazards, or protection of public property.

(2) Extraordinary emergency response means an emergency response requiring resources beyond the ordinary level of service reasonably anticipated for routine incidents, including extended personnel time, specialized equipment, contracted services, cleanup, traffic control, hazardous-materials mitigation, use of consumable supplies, or damage to Village property.

(3) Responsible party means a person, firm, corporation, property owner, tenant, vehicle owner, operator, business, or other entity whose actions, omissions, property condition, or operations caused or substantially contributed to the emergency incident.

(4) Personnel costs means the fully burdened hourly cost of Village employees, including wages, overtime, benefits, administrative costs, and other employment-related expenses.

(5) Equipment costs means the hourly operating, maintenance, repair, replacement, and depreciation cost of Village-owned vehicles, apparatus, tools, and specialized equipment**.**

(6) Contracted services means services, materials, equipment, cleanup, towing, environmental remediation, engineering, or other assistance obtained by the Village from a third party in connection with an emergency incident.

Sec. 11-3. Fee Assessment.

(1) The Village may assess emergency-response fees against a responsible party when an emergency response results from, or is substantially related to:

(a) A violation of federal, state, county, or Village law or ordinance;

(b) Negligent, reckless, intentional, or unlawful conduct;

(c) A false alarm, false report, or misuse of emergency services;

(d) Failure to maintain property, equipment, alarms, fire-protection systems, utilities, or hazardous materials in a safe condition;

(e) non-emergency lift assistance services;

(f) The release, threatened release, spill, discharge, or improper handling of hazardous materials;

(g) A fire, rescue, public safety, or hazardous-materials incident occurring at a commercial, industrial, multifamily, institutional, or special-event property where extraordinary Village resources are required;

(2) Fees assessed under this chapter shall be limited to reasonable and actual costs incurred by the Village, including:

(a) Personnel costs;

(b) Equipment costs;

(c) Consumable materials and supplies;

(d) Damage to Village equipment or property;

(e) Costs of contracted services;

(f) Cleanup, remediation, disposal, towing, storage, and restoration costs;

(g) Administrative costs associated with incident documentation, invoicing, collection, and enforcement; and

(h) Any applicable interest, penalties, or collection costs.

(3) Emergency-response fees shall not be assessed solely because a person requested emergency assistance in good faith, unless the incident involved conduct or circumstances identified in subsection (1).

Sec. 11-4. Schedule of Fees.

(1) The fees, rates, charges, minimum billings, administrative costs, late-payment charges, interest, and other amounts authorized under this chapter shall be the greater:

a) actual costs to be passed through by the Village to the responsible party

b) as set forth in the Village of Harrison Fee and Penalty Schedule, as adopted and amended from time to time by the Village Board.

(2) The Village Board may amend the Village Fee and Penalty Schedule by resolution without amendment to this chapter, provided that the fees and charges remain consistent with the authority and purposes of this chapter.

(3) The Village Fee and Penalty Schedule may establish fees based upon actual costs, flat fees, hourly personnel rates, equipment-use rates, graduated rates for repeat incidents, contracted-service costs, or other reasonable cost-recovery methods.

Sec. 11-5. False Alarms.

(1) The Village may assess fees for repeated false alarms originating from an alarm system, fire-protection system, security system, or other automated emergency-notification device.

(2) Fees for subsequent false alarms may increase progressively during the same calendar year, as established by the Village Board fee schedule.

(3) A property owner, occupant, alarm user, alarm business, or other responsible party may be held jointly or severally responsible for false-alarm fees, as appropriate to the circumstances.

Sec. 11-6. Non-Emergency Lift Assistance.

(1) The Village may assess a fee for non-emergency lift-assistance services provided by the Fire-Rescue Department when personnel are requested to assist a person who has fallen or otherwise needs help being lifted, repositioned, or transferred, but who does not require emergency medical evaluation, treatment, or transport.

(2) A lift-assistance fee may be assessed when all of the following apply:

(a) The person receiving assistance declines emergency medical evaluation or transport, or Village personnel determine that emergency medical services are not required;

(b) The request is not associated with an active fire, motor vehicle crash, hazardous-materials incident, medical emergency, or other emergency incident;

(c) The lift assistance is requested at a private residence, care facility, business, or other location within the coverage area; and

(d) The call is a repeat non-emergency lift-assistance request involving the same individual or location within a period established by the Village Board fee schedule.

(3) The first non-emergency lift-assistance response for an individual or address during a calendar year may be provided without charge. Subsequent responses may be assessed according to the fee schedule adopted by the Village Board.

(4) The fee schedule may establish different rates based on the number of non-emergency lift-assistance calls received for the same individual, responsible party, or location within a calendar year.

(5) No fee shall be assessed when:

(a) Fire/Rescue personnel determine that the person has an actual or suspected medical emergency;

(b) The person is transported by ambulance or otherwise requires emergency medical treatment;

(c) The lift assistance is related to a declared emergency, disaster, or other event for which fees are waived by the Village Board; or

(d) Assessment of the fee would be contrary to applicable federal, state, or local law.

(6) The owner, occupant, resident, legal representative, facility operator, or other responsible party requesting or receiving the service may be billed for the fee. For residents of licensed care facilities, the Village may bill the facility when the lift-assistance request results from the facility's staffing, care, equipment, or operational practices.

Sec. 11-7 – 11-20. Reserved.

Sec 11-21. Billing and Payment.

(1) The Village or designee shall issue an invoice to the responsible party identifying the incident, date of service, basis for the charge, and amount due.

(2) Payment shall be due within 30 days after the invoice date unless otherwise stated by the Village.

(3) Any unpaid amount may be subject to a late-payment charge, interest, and reasonable collection costs as established by the Village Board.

(4) If a charge remains unpaid after notice and opportunity to contest the invoice, the Village may pursue collection by any lawful means, including referral to a collection agency, civil action, or placement on the tax roll where permitted by Wisconsin law.

Sec. 11-22. Appeal Procedure.

(1) A responsible party may contest an emergency-response fee by filing a written appeal with the Village Manager or designee within 15 days after the invoice date.

(2) The appeal shall state the basis for the challenge and include any supporting documentation.

(3) The Village Manager or designee shall review the appeal and may affirm, modify, waive, or rescind the fee based on the facts of the incident, applicable law, and the reasonableness of the assessed costs.

(4) A person dissatisfied with the administrative determination may request review by the Village Board by filing a written request within 15 days after the administrative decision.

(5) Filing an appeal does not suspend the Village's authority to take reasonable steps to protect public health, safety, or property; however, collection activity on the disputed amount may be deferred pending final determination.

Sec. 11-23. Insurance and Other-Recovery.

(1) A responsible party may submit an emergency-response invoice to an insurer or other third party for payment.

(2) The Village's right to recover costs under this chapter is independent of any insurance coverage available to the responsible party.

(3) Payment by an insurer, contractor, property manager, vehicle owner, or other third party does not release any remaining responsible party from liability for unpaid charges.

Sec. 11-24 – 11-30. Reserved.