WEST BRANCH TOWNSHIP  
MISSAUKEE COUNTY, STATE OF MICHIGAN  

PUBLIC SAFETY AND FIRE EMERGENCY RESPONSE COST RECOVERY ORDINANCE  

ORDAINS:

ORDINANCE NO: 11-09-11  
ADOPTED DATE: 11-09-11  
EFFECTIVE DATE: 12-8-11

An Ordinance to establish charges for recovery of expenses resulting from the utilization of fire department services in response to certain public safety and/or fire emergency incidents under Michigan Public Act 33 of 1951, as amended (MDL 41.801 et seq) and to provide for the methods for collection of such charges and exemptions therefrom.

SECTION 1: PURPOSE

The purpose of this Ordinance is to authorize the Township to recover costs incurred by the Township in responding to certain public safety or fire emergency incidents, and to provide for the procedure by which such recovery shall occur from those receiving direct benefits from the fire protection service. It is the further purpose of the within ordinance to provide for full funding of the fire department operation which remains, in part, an at large governmental expense based upon the general benefits derived by all property owners within the township from contracted fire departments and their availability to extinguish fires within the township and perform other emergency services.

SECTION 2: DEFINITIONS

For the purpose of this Ordinance, the following terms shall have the meaning supplied, unless the context clearly indicates otherwise:

“TOWNSHIP”  
   Shall mean and refer to West Branch Township

“DEPARTMENT” or “FIRE DEPARTMENT”  
   Shall mean and refer to the Merritt Area Fire Department and Norwich Township Fire Department.
"ASSESSABLE COSTS"
Means and/or refers to those costs for services incurred by the Township in connection with a response to a public safety or fire emergency incident based on, but not limited to, the actual labor and material costs of the Township or Department (including, without limitation, employee wages, fringe benefits, administrative overhead, costs of equipment, cost of equipment operation, cost of materials, cost of transportation, costs of material disposal and cost of contracted labor) whether or not the services are provided by the Township/Department or by a third party on behalf of the Township/Department; service charges and interest; attorney fees, litigation costs and any costs, charges, fines, or penalties to the Township/Department imposed by any court or state or federal governmental entities.

"BOMB THREAT"
Means and/or refers to the verbal or written threat of a bomb or other explosive device which is discharged as threatened would violate a federal, state, or local law.

"EMERGENCY ASSISTANCE"
Means and or refers to emergency medical, public safety, police, fire and civil defense services.

"EXCESSIVE REQUESTS FOR EMERGENCY ASSISTANCE"
Means and/or refers to any request for emergency assistance made to a particular location or premises if such location or premises has requested emergency assistance more than six times in the preceding six months.

"FALSE ALARM"
Means and/or refers to any automated or manual device designed to request or summon emergency assistance which device is activated intentionally or otherwise, in the absence of an actual need for emergency assistance shall be made by the highest ranking Fire Department Member, or in lieu of any Fire Department Officers, the most senior person responding to a false alarm. Provided, however, a false alarm shall not be deemed to have occurred if, caused by an act of God, e.g. acts of war, lightening storm, windstorm and the like, it originates from a motor vehicle alarm system, or has not occurred more frequently than five times in the preceding 365 days.

"HAZARDOUS MATERIALS"
Means and/or refers to those elements, substances, wastes or by-products including but not limited to, combustible liquid, flammable gas, explosives, flammables, poisons, organic peroxides, oxidizers, pyrophorics, unstable reactive matter, water reactive matter, petroleum products, antifreeze, polychlorinated biphenylis and asbestos, which are or are potentially harmful to the environment or human or animal life, or which pose an unreasonable or imminent risk to life; health, or safety of person or property, or to the ecological balance of the environment as determined by the Fire Chief or the senior Fire Official in charge at the scene.
HAZARDOUS MATERIAL INCIDENT OR EMERGENCY
Means and/or refers to any occurrence, activity, accident, incident, or emergency where a release of hazardous materials occurs or is reasonably imminent and where the Fire Chief or his or her designee has so declared such activity, accident, or emergency a hazardous material incident or emergency or where such occurrence, activity, accident, incident or emergency is in violation of any local, state or federal law.

ILLEGAL FIRE
Means and/or refers to a fire set or determined to have been set in violation of a federal, state, or local law and shall include without limitation an arson fire and a fire set in violation of a "no burning" ban or order, burning without a permit, unattended fire. An illegal fire does not include an unintentional fire or fire caused by an act of God, e.g. a lightening storm.

MOTOR VEHICLE
Means and/or refers to any self-propelled or towed vehicle designed or used on the public streets, roads, highways to transport passengers or property which is required to be registered for use upon such public streets, roads, and highways, and, for the purposes hereof, all trailers or appurtenances attached to any motor vehicle.

PUBLIC SAFETY OR FIRE EMERGENCY INCIDENT
Means and/or refers to: excessive requests for emergency assistance; a false alarm; a hazardous material incident or emergency; an illegal fire; bomb threats where the Fire Department is requested to move its apparatus or manpower from the Fire State; threats of harm to oneself or others; a structure demolition; a utility line failure; a motor vehicle incident or accident; a structure fire that requires the use of Fire Department equipment, manpower, and extinguishing agent(s); or any other fire that requires the use of Fire Department equipment, manpower, and extinguishing agent(s), including without limitation to fires in open areas, fields, woods and forests.

RELEASE
Means and/or refers to any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, leaching, dumping, or disposing into the environment, including, but not limited to, the air, soil, groundwater and surface water, and hazardous materials.

RESPONSIBLE PARTY
Means any individual, firm, corporation, association, partnership, commercial entity, consortium, joint venture, governmental entity or any other legal entity responsible for a public safety or fire emergency incident, or any owner, tenant, occupant, or party in control of real or personal property from which, onto which, or related to which there is a public safety or fire emergency incident, and their heirs, estate, successors and assigns.
“STRUCTURE DEMOLITION”
Means and/or refers to the tearing down of a structure damaged by fire or hazardous materials incident, which must, in the opinion of the Fire Chief or his or her designee, be promptly demolished during or following the fire or hazardous materials incident to protect public safety.

“THREAT(S) OF HARM TO ONESELF OR OTHERS”
Means and/or refers to the verbal or written threat of physical harm to oneself, one’s property, or another or another’s property which if carried out would be a violation of federal, state, or local law.

“UTILITY LINE FAILURE”
Means the disabling of any transmission or service line, cable, conduit, pipeline, wire or the like used to provide, collect or transport electricity, natural gas, propane, communication or electronic signals (including, but not limited to, telephone, computer, cable television and stereo signals or electronic impulses), water or sanitary or storm sewage.

“STRUCTURE FIRE”
Means and/or refers to a fire that involves any building, outbuilding, or similar structure. This would include any fire that involves something burning within the structure, as well as any fire involving the structure itself, including without limitation, interior and exterior walls, roof and roof structures, structural members, sub-structural members, ceiling and floor structures, porches, decks and awnings.

SECTION 3: FIRE PROTECTION AREA
The Merritt Area Fire Department and Norwich Township Fire Department provides public safety and/or fire emergency services to the Township of West Branch and additionally has entered into fire protection contract to provide these services to other areas. It is intended that the rights and procedures provided herein shall extend and apply to West Branch Township and Fire Department within the township limits.

SECTION 3A: MULTIPLE PROPERTY PROTECTION
When a particular service rendered by a contracted fire department directly benefits more than one person or property, the owner of each property so benefited and each person so benefited where property protection is not involved shall be liable for the payment of the full charge for such service hereinbefore outlined. The interpretation and application of the within section is hereby delegated to the responding fire chief subject only to appeal, within the time limits for payment, to the township board and shall be administered so that charges shall only be collected from the recipients of the service.

SECTION 4: COST RECOVERY AUTHORIZATION AND PROCEDURE
A: Upon receipt of the Fire Department’s Chief Reporting of a public safety or fire emergency, the Township may recover from any or all responsible parties, individually, jointly and/or severally, all assessable costs in connection with such emergency.
B: The Fire Chief or his or her designee shall determine the total assessable costs and shall determine whether to assess any, all or part of such costs against any of the responsible
parties. The Fire Chief will maintain a list of associated costs to help him or her in assessing costs for a public safety or fire emergency, which list should be updated annually or at any other reasonable time and approved by the Township Board. This list shall be titled West Branch Township/Merritt Area Fire Department/Norwich Township Fire Department Cost Recovery Schedule.

C: The Fire Chief shall allocated assessable costs among and between multiple responsible parties, or may assess all or any portion of such costs as against any responsible party, and regardless or whether a responsible part has other liability therefore or is legally at fault.

D: If the Fire Chief determines not to assess all or part of assessable costs against a responsible party, such determination shall not in any way limited the liability of the responsible party to other parties.

SECTION 4A: NON EXCLUSIVE CHARGE:
The rates and charges shall not be exclusive of the charges that may be made by the township for the costs and expenses of maintaining cost contracting with said fire departments. Charges may additionally be collected by the township through general taxation after a vote of the electorate approving the same or by a special assessment established under the Michigan statues pertinent thereto. General fund appropriations may also be made to cover such additional costs and expenses.

SECTION 5: BILLING AND COLLECTION OF ASSESSABLE COSTS
After determining to assess and recover assessable costs against a responsible party or parties and the amount of such assessment, the Fire Chief shall submit such determination to the Fire Department Treasurer or his or her designee, who shall mail an invoice to each responsible party against whom recovery is sought at his or her last known mailing address. Such invoice shall be due and payable within 30 days of the date of the mailing.

SECTION 6: PROCEDURE FOR APPEALING ASSESSABLE COSTS
Any responsible party who receives an invoice for assessable costs shall have an opportunity to meet with the Fire Chief or his or her designee to request a modification of assessable costs. The responsible party shall request in writing such meeting within seven business days of the date of the invoice assessing the assessable costs. At such meeting, the Fire Chief may affirm or modify the assessment of costs. If after meeting with the Fire Chief or his or her designee the responsible party is still not satisfied, he or she may request an opportunity to appear before the Fire Department Board representing West Branch Township to further request modification of assessable costs. A responsible party who desires to appear before the Fire Board must first meet with the fire Chief as provided above and shall file a written request to appear before the Fire Board within seven business days of the date of the meeting with the Fire Chief. Upon receipt of such request, the Fire Board Secretary/Treasurer will place the responsible party on the agenda of the next regularly scheduled Fire Board Meeting, which meeting is at least five business days after the date on which the responsible party files the request to appear. Any filed request to appear shall specifically identify and explain all reasons why the responsible party believes the assessed costs should be modified. Any reason, basis or argument for modification of assessable costs not set forth in the request to appear shall be deemed waived by the responsible party. Failure to timely file either the request for meeting with the Fire Chief or the
SECTION 7: MONIES COLLECTED
Monies collected under this ordinance shall be applied and placed directly into the general fund of the Merritt Area Fire Department or Norwich Township Fire Department for the purchase and/or replacement of Fire Department equipment, supplies, operation, or other Fire Department matters deemed appropriate by the Chief of said department.

SECTION 8: ASSESSABLE COSTS A LIEN UPON PROPERTY
To the fullest extent allowed by law, assessable costs assessed against a responsible party not paid when due shall constitute a lien upon any real property owned or in which an interest is held by a responsible party within West Branch Township, and form, upon or pertaining to which property the public safety or fire emergency incident occurred. Such lien shall be of the same character and effect as the lien created by the Township for real property taxes and shall include accrued interest penalties. The Fire Department Treasurer shall, prior to August 1 of each year, certify to the Assessor of the Township in which the subject property is situated the fact that such assessable costs are delinquent and unpaid for over 12 months from date of initial invoicing. The Township Assessor shall then enter the delinquent amount on the next general ad valorem tax roll as charged against the affected property, and the lien thereon shall be enforced in the same manner as provided and allowed by law for delinquent and unpaid real property taxes. Monies for assessable costs collected in this manner shall be delivered to the Township Fire Department pursuant to Monies Collected Section of this ordinance above.

SECTION 9: OTHER REMEDIES
In addition to those rights and remedies set forth in this Ordinance, the Township shall be entitled to pursue and other remedy or may institute any appropriate action or proceeding in a court of competent jurisdiction as permitted by law to collect assessable costs from a responsible party.

SECTION 10: NO LIMITATION OF LIABILITY
The recovery of assessable costs pursuant hereto does not limit the liability of a responsible party under other applicable local, state, or federal law.

SECTION 11: SEVERABILITY
Should any provision or part of this Ordinance be declared by a court of competent jurisdiction to be invalid or unenforceable, the same shall be deemed a distinct, separate and severable part of this Ordinance and shall not affect the validity or enforceability of any other provision or part hereof, all of which shall remain in full force.
SECTION 12: REFUSAL OF SERVICE
Nothing in this ordinance shall authorize the Fire Chief or any township personnel to refuse or delay fire service to any person, firm, or corporation that has not paid for service or that owes for previous services.

SECTION 13: EFFECTIVE DATE
This Ordinance shall take effect twenty days after publication in the Missaukee Sentinel newspaper.

DATED THIS 9TH DAY OF Nov., 2011.
WEST BRANCH TOWNSHIP SUPERVISOR: Cindy Wagner
WEST BRANCH TOWNSHIP CLERK: Joyce Travelbee

A true copy of the complete ordinance can be inspected or obtained from the West Branch Township Clerk.
This list of approximate costs shall be used to assist the Fire Chief in determining the amount of assessable costs. It should be used in conjunction with Section 4 of the West Branch Township Public Safety and Fire Emergency Response Cost Recovery Ordinance No. 11-09-11. This list should be updated yearly, or as mentioned in Section 4, before assessment of costs for a particular Public Safety or Fire Emergency Response.

**Structure Fire by classification(s):**

**Residential Structure Fire:**
- Base Fee: $500.00
- Foam Fee: $ at cost per gallon
- Called in or contracted Specialized Services & Equipment: $ at cost.

**Commercial, Industrial, Manufacturing Structure Fire:**
- Base Fee: $700.00
- Foam Fee: $ at cost per gallon
- Called in or contracted Specialized Services & Equipment: $ at cost.

**Multi-Family Building, Apartment Building, Hotel, Motel Structure:**
- Base Fee: $700.00
- Foam fee: $ at cost per gallon
- Called in or contracted Specialized Services & Equipment: $ at cost.

**Motor Vehicle Fires/Accidents:**

**A. For owners of vehicles who own property within the township:**

1) Passenger Vehicle (non commercial) Base Fee: $500.00
2) Commercial Vehicle Base Fee: $500.00
3) Extrication Tools are used: $1,000.00
4) Called in or contracted Specialized Services & Equipment Fee: $ at cost.

**B. For owner of vehicle whom do NOT own property within the township:**

1) Passenger Vehicle (non commercial): Base Fee: $500.00
2) Commercial Vehicle Base Fee: $500.00
3) Extrication Tools are used: $1,000.00
4) Called in or contracted Specialized Services & Equipment: $ at cost.
Aircraft Fires/Accidents:

A. For owners of vehicles who own property within the Township:

1) Private Aircraft (non commercial) Base Fee: $1,000.00
2) Commercial Aircraft Base Fee: $5,000.00
3) Extrication Tools are used: $1,000.00 additional
4) Called in or Contracted Specialized Services and/or Equipment: $ at cost.

Utility Line Failure, Fire, Hazardous Condition:

Base Fee: $350.00* Foam Fee: $ at cost per gallon*

*When response and scene control is turned over to utility company is made within two (2) hours the charge shall be the base fee. When response by utility company is over two (2) hours: Cost after the first two hours is based on the number of units required, based on the need as seen by the Fire Chief or Incident Commander at a cost: $100.00 per hour per apparatus and $20.00 per hour per fire fighter.

For times over two hours, billing will be broken down into half hour increments at the cost of 1/2 of the unit per hour cost. Times will be taken from dispatch logs, and will start at the time of call and end at return to station.

Forest Fire, Grass Fire, Brush Fire

Base Fee: $500.00 Foam Fee: $ at cost per gallon Called in or contracted Specialized Services & Equipment: $ at cost.

Rubbish Fire

Base Fee: $500.00 Foam Fee: $ at cost per gallon Called in or contracted Specialized Services & Equipment: $ at cost.

Public Safety or Fire Emergency Incident Response: Other

Base Fee: $500.00 Foam Fee: $ at cost per gallon Called in or contracted Specialized Services & Equipment: $ at cost.

APPROVED DATE: 11-9-11
EFFECTIVE DATE: 12-8-11

DATED THIS 9TH DAY OF Nov 2011
WEST BRANCH TOWNSHIP SUPERVISOR: Cindy Wagner
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AFFIDAVIT OF PUBLICATION
The Missaukee Sentinel

IN THE MATTER OF
PUBLIC SAFETY AND FIRE EMERGENCY
RESPONSE COST RECOVERY ORDINANCE
West Branch Township Ordinance No. 11-09-11

Amy L. Helsel, being duly sworn deposes and says
that a notice, a true copy of which is annexed hereto,
was published in The Missaukee Sentinel newspaper, a
publication of Missaukee Review, Inc., of which she is a
corporate officer, published in Lake City, Michigan and
in the County of Missaukee in said state and circulating
in said County, on: November 18, 2011, A.D. and that
she is the publisher of said newspaper and knows the
facts stated herein.

Amy L. Helsel

Subscribed and sworn to me this 18th day of
November, A.D., 2011.

Jill May Thomas, Rotary Public
Missaukee County, Michigan
My Commission Expires: May 28, 2017
Acting in Missaukee County

The Missaukee Sentinel
P.O. Drawer O, 130 N. Main St.
Lake City, MI 49651
(231) 839-5400 • Fax: (231) 839-5500
e-mail: sentinelads@charternet.com

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MISSAUKEE COUNTY,
STATE OF MICHIGAN

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A: Upon receipt of the Fire Department’s Chief Reporting of a public safety or fire emergency, the Township may recover from any or all responsible parties, individually, jointly and/or severally, all assessable costs in connection with such emergency.

B: The Fire Chief or his or her designee shall determine the total assessable costs and shall determine whether to assess any, all or part of such costs against any of the responsible parties. The Fire Chief will maintain a list of associated costs to help him or her in assessing costs for a public safety or fire emergency, which list should be updated annually or at any other reasonable time and approved by the Township Board. This list shall be titled West Branch Township/Merritt Area Fire Department/Norwich Township Fire Department Cost Recovery Schedule.

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D: If the Fire Chief determines not to assess all or part of assessable costs against a responsible party, such determination shall not in any way limited the liability of the responsible party or other parties.

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SECTION 5: BILLING AND COLLECTION OF ASSESSABLE COSTS

After determining to assess and recover assessable costs against a responsible party or parties and the amount of such assessment, the fire chief shall submit such determination to the Fire Department Treasurer or his or her designee, who shall mail an invoice to each responsible party against whom recovery is sought at his or her Last known mailing address. Such invoice shall be due and payable within 30 days of the date of the mailing.

SECTION 6: PROCEDURE FOR APPELLING ASSESSABLE COSTS

Any responsible party who receives an invoice for assessable costs shall have an opportunity to meet with the Fire Chief or his or her designee to request a modification of assessable costs. The responsible party shall request in writing such meeting within seven business days of the date of the invoice assessing the assessable costs. At such meeting, the Fire Chief may affirm or
modify the assessment of costs. If after meeting with the Fire Chief or his or her designee the responsible party is still not satisfied, he or she may request an opportunity to appear before the Fire Department Board representing West Branch Township to further request modification of assessable costs. A responsible party who desires to appear before the Fire Board must first meet with the Fire Chief as provided above and shall file a written request to appear before the Fire Board within seven business days of the date of the meeting with the Fire Chief. Upon receipt of such request, the Fire Board Secretary/Treasurer will place the responsible party on the agenda of the next regularly scheduled Fire Board meeting, which meeting is at least five business days after the date on which the responsible party files the request to appear. Any filed request to appear shall specifically identify and explain all reasons why the responsible party believes the assessed costs should be modified. Any reason, basis or argument for modification of assessable costs not set forth in the request to appear shall be deemed waived by the responsible party. Failure to timely file either the request for meeting with the Fire Chief or the request to appear before the Fire Board shall constitute a waiver of the responsible party's objection to the assessment as invoiced and/or as modified by the Fire Chief pursuant hereto. After a responsible party has been given an opportunity to appear before it, the Fire Board shall determine within thirty days whether to confirm, modify, or void the assessment and invoice of assessable costs as to that appearing responsible party.

SECTION 7: MONIES COLLECTED
Monies collected under this ordinance shall be applied and placed directly into the general fund of the Merritt Area Fire Department or Norwich Township Fire Department for the purchase and/or replacement of Fire Department equipment, supplies, operation, or other Fire Department matters deemed appropriate by the Chief of said department.

SECTION 8: ASSESSABLE COSTS A LIEN UPON PROPERTY
To the fullest extent allowed by law, assessable costs assessed against a responsible party not paid when due shall constitute a lien upon any real property owned or in which an interest is held by a responsible party within West Branch Township, and form, upon or pertaining to which property the public safety or fire emergency incident occurred. Such lien shall be of the same character and effect as the lien created by the Township for real property taxes and shall include accrued interest penalties. The Fire Department Treasurer shall, prior to August 1 of each year, certify to the Assessor of the Township in which the subject property is situated the fact that such assessable costs are delinquent and unpaid for over 12 months from date of initial invoicing. The Township Assessor shall then enter the delinquent amount on the next general ad valorem tax roll as charged against the affected property, and the lien thereon shall be enforced in the same manner as provided and allowed by law for delinquent and unpaid real property taxes. Monies for assessable costs collected in this manner shall be delivered to the Township Fire Department pursuant to Monies Collected Section of this ordinance above.

SECTION 9: OTHER REMEDIES
In addition to those rights and remedies set forth in this Ordinance, the Township shall be entitled to pursue other remedy or may institute any appropriate action or proceeding in a court of competent jurisdiction as permitted by law to collect assessable costs from a responsible party.

SECTION 10: NO LIMITATION OF LIABILITY
The recovery of assessable costs pursuant hereto does not limit the liability of a responsible party under other applicable local, state, or federal law.

SECTION 11: SEVERABILITY
Should any provision or part of this Ordinance be declared by a court of competent jurisdiction to be invalid or unenforceable, the same shall be deemed a distinct, separate and severable part of this Ordinance and shall not affect the validity or enforceability of any other provision or part hereof, all of which shall remain in full force.

SECTION 12: REFUSAL OF SERVICE
Nothing in this ordinance shall authorize the Fire Chief or any township personnel to refuse or delay fire service to any person, firm, or corporation that has not paid for service or that owed for previous services.
SECTION 13: EFFECTIVE DATE
This Ordinance shall take effect twenty days after publication in The Missaukee Sentinel newspaper.

DATED THIS 9th DAY OF NOVEMBER, 2011.

WEST BRANCH TOWNSHIP SUPERVISOR
s/ Cindy Wagner
Cindy Wagner

WEST BRANCH TOWNSHIP CLERK
s/ Joyce Travelbee
Joyce Travelbee

A true copy of the complete ordinance can be inspected or obtained from the West Branch Township Clerk.

WEST BRANCH TOWNSHIP
MERRITT AREA FIRE DEPARTMENT
NORWICH TOWNSHIP FIRE DEPARTMENT
COST RECOVERY SCHEDULE

This list of approximate costs shall be used to assist the Fire Chief in determining the amount of assessable costs. It should be used in conjunction with Section 4 of the West Branch Township Public Safety and Fire Emergency Response Cost Recovery Ordinance No. 11-09-11. This list should be updated yearly, or as mentioned in Section 4, before assessment of costs for a particular Public Safety or Fire Emergency Response.

Structure Fire by classification(s):

- Base Fee: $500.00
- Foam Fee: $ at cost per gallon
- Called in or contracted Specialized Services and Equipment: $ at cost.

Commercial, Industrial, Manufacturing Structure Fire:

- Base Fee: $700.00
- Foam Fee: $ at cost per gallon
- Called in or contracted Specialized Services and Equipment: $ at cost.

Multi-Family Building, Apartment Building, Hotel, Motel Structure:

- Base Fee: $700.00
- Foam Fee: $ at cost per gallon
- Called in or contracted Specialized Services and Equipment: $ at cost.

Motor Vehicle Fires/Accidents:

A. For owners of vehicles who own property within the township:
   1) Passenger Vehicle (non commercial) Base Fee: $500.00
   2) Commercial Vehicle Base Fee: $500.00
   3) Extrication Tools are used: $1,000.00
   4) Called in or contracted Specialized Services and Equipment Fee: $ at cost.

B. For owner of vehicle whom do NOT own property within the township:
   1) Passenger Vehicle (non commercial): Base Fee: $500.00
   2) Commercial Vehicle Base Fee: $500.00
   3) Extrication Tools are used: $1,000.00
   4) Called in or contracted Specialized Services and Equipment: $ at cost.

Aircraft Fires/Accidents:

A. For owners of vehicles who own property within the Township:
   1) Private Aircraft (non commercial) Base Fee: $1,000.00
   2) Commercial Aircraft Base Fee: $5,000.00
   3) Extrication Tools are used: $1,000.00 additional
   4) Called in or Contracted Specialized Services and/or Equipment: $ at cost.

Utility Line Failure, Fire, Hazardous Condition:

- Base Fee: $350.00*
- Foam Fee: $ at cost per gallon*

*When response and scene control is turned over to utility company is made within two (2) hours the charge shall be the base fee. When response by utility company is over two (2) hours: Cost after the first two hours is based on the number of units required, based on the need as seen by the Fire Chief or Incident Commander at a cost $100.00 per hour per apparatus and $20.00 per hour per fire fighter.

For times over two hours, billing will be broken down...
into half hour increments at the cost of 1/2 of the unit per hour cost. Times will be taken from dispatch logs, and will start at the time of call and end of return to station.

**Forest Fire, Grass Fire, Brush Fire**
- Base fee: $500.00
- Foam Fee: $ at cost per gallon
- Called in or contracted Specialized Services and Equipment: $ at cost

**Rubbish Fire**
- Base Fee: $500.00
- Foam Fee: $ at cost per gallon
- Called in or contracted Specialized Services and Equipment: $ at cost

**Public Safety or Fire Emergency Incident Response: Other**
- Base Fee: $500.00
- Foam Fee: $ at cost per gallon
- Called in or contracted Specialized Services and Equipment: $ at cost

APPROVED DATE: 11-9-11
EFFECTIVE DATE: 12-8-11
DATED THIS 9th DAY OF NOVEMBER, 2011

WEST BRANCH TOWNSHIP SUPERVISOR
s/ Cindy Wagner
Cindy Wagner

WEST BRANCH TOWNSHIP CLERK
s/ Joyce Travelbee
Joyce Travelbee

11/18p