HAMILTON POLICE SERVICES BOARD

BY-LAW NO. 11-001

BEING A BY-LAW TO IMPOSE FEES AND CHARGES FOR CERTAIN SERVICES PROVIDED BY THE HAMILTON POLICE SERVICES BOARD AND TO REPEAL BY-LAWS 96-002, 99-001, 00-01 and 02-001

WHEREAS the Hamilton Police Services Board is a local board of the City of Hamilton;

AND WHEREAS section 391 of the *Municipal Act, 2001*, S.O. 2001, as amended, authorizes a local board of a municipality to impose fees or charges on persons:

(a) for services or activities provided or done by or on behalf of it;
(b) for costs payable by it for services or activities provided or done by or on behalf of any municipality or other local board; and
(c) for the use of its property including property under its control;

AND WHEREAS the Hamilton Police Services Board incurs costs related to the purposes set out in section 391 of the *Municipal Act, 2001*, S.O. 2001, as amended;

AND WHEREAS section 31(6) of the *Police Services Act*, R.S.O. 1990, as amended, permits the Board, by by-law, to make rules for the effective management of the Hamilton Police Service;

AND WHEREAS the Hamilton Police Services Board has determined that, wherever feasible, the total costs related to the purposes set out in section 391 of the *Municipal Act, 2001*, S.O. 2001 shall be recovered by the Board;

WHEREAS the Hamilton Police Services Board, at its meeting on April 18, 2011, approved Report 11-051, which authorized the amendments to, and introduction of, certain Fees and Charges, as well as the consolidation of By-Laws 96-002, 99-001 and 00-01 into this By-Law;

AND WHEREAS the Hamilton Police Services Board, at its meeting on January 16, 2012, approved Report 11-117, which authorized the amendments to, and introduction of, certain Fees and Charges, as well as the consolidation of By-Law 02-001 into this By-Law;

NOW THEREFORE the Hamilton Police Services Board HEREBY ENACTS as follows:

PART I – SHORT TITLE

1. This By-Law may be cited as the Fees and Charges By-Law.

PART II – DEFINITIONS

2. In this By-Law, and all Schedules attached to this By-Law,:

   "*Board*" means the Hamilton Police Services Board.

   "*Police Service*" means the Hamilton Police Service

PART III – GENERAL

3. Any Schedule attached to this By-Law shall form part of this By-Law.

4. The Fees and Charges for Records Services are as shown in Schedule "A" attached to this By-Law.

5. The Fees and Charges for Traffic Services are as shown in Schedule "B" attached to this By-Law.

6. The Fees and Charges for Forensic Services are as shown in Schedule "C" attached to this By-law.

7. The Fees and Charges for Alarm Services are as shown in Schedule "D" attached to this By-law.

8. The Fees and Charges set out in this By-Law, and any applicable taxes, will be payable to the Board within thirty (30) days of the date of an invoice for such fee from the Board.

9. Interest on any unpaid fees will be charged at a rate of two percent (2%) per month compounded monthly for the period from the payment date referred to in paragraph 5 of this By-law to the date payment is received by the Board.

PART IV – REPEAL OF BY-LAWS

10. By-Law 96-002, passed and enacted by the Regional Municipality of Hamilton-Wentworth Police Services Board on October 16, 1996, and approved by resolution of the council of the Regional Municipality of Hamilton-Wentworth on November 19, 1996, is hereby repealed in its entirety.

11. By-Law 99-001, passed and enacted by the Regional Municipality of Hamilton-Wentworth Police Services Board on May 17, 1999, and approved by resolution of the council of the Regional Municipality of Hamilton-Wentworth on June 15, 1999, is hereby repealed in its entirety.

12. By-Law 00-01, passed and enacted by the Regional Municipality of Hamilton-Wentworth Police Services Board on February 21, 2000, and approved by resolution of the council of the Regional Municipality of Hamilton-Wentworth on March 7, 2000, is hereby repealed in its entirety.

13. By-Law 02-001, passed and enacted by the Hamilton Police Services Board on February 25, 2002, and approved by resolution of the council of the Regional Municipality of Hamilton-Wentworth on March 27, 2002, is hereby repealed in its entirety.

14. Any reference to By-Laws 96-002, 99-001, 00-01 or By-Law 02-001 in any By-Law, Policy and Procedure, Order, or any other documentation of the Board or Police Service shall be deemed to be a reference to this By-Law.

PART V – EFFECTIVE DATE

15. This By-Law shall come into force and take effect on the day it is passed.

PASSED AND ENACTED at the City of Hamilton this 16th day of January, 2012.

Bernie Morelli
Chair
Hamilton Police Services Board

December 3, 2013
DATE

Lois Morin
Administrator
Hamilton Police Services Board

December 3, 2013
DATE

SCHEDULE "A"

To By-Law 11-001

FEES AND CHARGES FOR RECORDS SERVICES

SERVICE	
Criminal Records Check – Employment	
Criminal Records Check – Volunteers and Students	
Vulnerable Sector Criminal Records Check - Employr	
Vulnerable Sector Criminal Records Check - Voluntee Students	
Vulnerable Sector Criminal Records Check - School (Guards	
Vulnerable Sector Confirmation Letter –Third Party R	
Police Information Check - Employment	
Police Information Check - Volunteers and Students	
All police checks – Extra Embossed Original Copies	
Closure of Criminal File	
U.S. Waiver Letter	
Copy of Edited Incident Report – Property Crimes	$50.00
Local Police Records Check – Pardon Application	$50.00
Fingerprints – Civil Purposes	$40.00
Thumbprint – Civil Purposes	$15.00
Service of Summons for Third Party	$60.00 each

REPLACED WITH SCHEDULE "A" FROM BY-LAW 22-001

1. In this Schedule:

   (a) "*Criminal File*" means the record of criminal contacts, assembled and maintained by the Police Service, which have not resulted in the registering of criminal convictions.

   (b) "*Summons*" means any process compelling the attendance of a person to a court proceeding issued under the provisions of the *Provincial Offences Act*, R.S.O. 1990, as amended.

2. The Fees and Charges for Records Services in this Schedule shall be collected at the time that the request is tendered, and shall be collected in cash, by cheque, by credit card (VISA or Mastercard) or by debit transaction, in the discretion of the Police Service.

3. The Fee for closure of a criminal file shall be payable whether or not the request for closure of the file is granted.

4. The party requesting service of a Summons shall be required to pay the fee for the service regardless of whether or not service of the Summons is effected.

5. The fee for service of a Summons is due and payable prior to service, or attempts at service, of the Summons.

SCHEDULE "B"

To By-Law 11-001

FEES AND CHARGES FOR TRAFFIC SERVICES

SERVICE	FEE
Collision Reconstruction Report	$1,800.00
Ministry of Transportation (M.T.O.) Collision Report	$50.00
Field Sketch and Notebook	$250.00
Crash Data Retrieval (C.D.R.) System Report	$500.00
Scale Diagram (36" x 48")	$500.00
Scale Diagram (8" x 11")	$300.00
Technical Data Report	$300.00
Technical Supplementary Report ($13.00 per page, 6-page minimum)	$78.00 minimum
Vehicle Mechanical Inspection Report	$150.00
Photographs	$50.00 on digital media for any and all images
Highway Traffic Act Driver/Witness Statements	$50.00
Interview with Collision Reconstruction Officer (1 hour minimum)	$250.00 for first hour, $75.00 per hour for each additional hour or part thereof

1. In this Schedule:

"Collision Reconstruction Report" means a report including the Ministry of Transportation (M.T.O.) Collision Report, Field Sketch and Notebook, Crash Data Retrieval (C.D.R.) System Report (if available), Scale Diagrams, Technical Data Report, Technical Supplementary Report, Vehicle Mechanical Inspection Report, Photographs and *Highway Traffic Act* Driver/Witness Statements. It does not include an Interview with a Collision Reconstruction Officer, which is available separately.

"Ministry of Transportation (M.T.O.) Collision Report" means a copy of the standard Ministry of Transportation Collision Report (Form 401) completed in relation to a motor vehicle collision in accordance with the provisions of the *Highway Traffic Act*, R.S.O. 1990, as amended, but shall not include witness statements or other personal information as defined in the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, as amended.

"Field Sketch & Notebook" means a copy of the raw data (notes, observations, sketches) captured at the scene of a motor vehicle collision by a member of the Collision Reconstruction Unit, and used for producing forensic scale diagrams.

"Crash Data Retrieval (C.D.R.) System Report" means a copy of the technical report retrieved from a motor vehicle's Event Data Recorder (if available). This may also include a technical report from a vehicle's Airbag Control Module.

"Scale Diagram" means a computer-generated diagram produced to scale, from input data obtained from a forensic surveying device to produce the precise aspects of the document.

"Technical Data Report" means technical calculations and mathematical notes/formulas completed by a member of the Collision Reconstruction Unit or any other officer in charge of the motor vehicle collision investigation, and may include computer-generated reports, forms and/or data used to obtain vehicle specifications. These calculations are used primarily to determine the speed of vehicles.

"Technical Supplementary Report" means a report which outlines the involved vehicles, a scene overview, and may include atmospheric and lighting conditions, scene evidence, and technical and collision analysis by a member of the Collision Reconstruction Unit.

"Vehicle Mechanical Inspection Report" means a report generated by a licensed mechanic retained by the Police Service during the course of an investigation relating to the mechanical fitness of vehicles involved in motor vehicle collisions.

"Photographs" means photographs taken at the scene, or during the investigation of, a motor vehicle collision by members of the Police Service.

"Interview" means an approved interview conducted with a member of the Collision Reconstruction Unit or any other officer in charge of the motor vehicle collision investigation. Interviews shall pertain to technical aspects of the investigation only.

"H.T.A. Driver/Witness Statements" means statements provided by civilian drivers, passengers and witnesses at the scene of the motor vehicle collision or thereafter in relation to a motor vehicle collision investigation under the provisions of the *Highway Traffic Act*, R.S.O. 1990, as amended. This does not include statements of investigating officers, nor officer notebook entries.

2. The Fees and Charges for Traffic Services in this Schedule shall be collected at the time that the request is tendered, and shall be collected in cash, by cheque, by credit card (VISA or Mastercard) or by debit transaction, in the discretion of the Police Service. Where a party or agency requests the preparation of a Collision Reconstruction Report, or any part thereof, the requesting party or agency shall be required to pay the Fees and Charges set out in this Schedule prior to the preparation of the Report, or any part thereof.

SCHEDULE "C"

To By-Law 11-001

FEES AND CHARGES FOR FORENSIC SERVICES

SERVICE	FEE
Reproduction of Digital Files (Photographs, Video, Audio Files)	$50.00 on digital media for any and all images or files
Hardcopy Contact Sheet for Photographs	$35.00
Fingerprinting – Vulnerable Sector Employment	$25.00
Fingerprinting – Vulnerable Sector - Volunteer	$25.00

1. The Fees and Charges for Forensic Services in this Schedule shall be collected at the time that the request is tendered, and shall be collected in cash, by cheque, by credit card (VISA or Mastercard) or by debit transaction, in the discretion of the Police Service.

1. In this Schedule:

"Alarm Business" means any person or persons who engage in the business of monitoring alarm systems and reporting to the Police Service where an alarm system has been activated.

"Alarm Subscriber" means any person who pays funds to an alarm business in exchange for monitoring an alarm system.

"At Fault False Alarm" means an at fault false alarm that prompts police response to a premises where a bona fide emergency does not exist, or was not, on reasonable grounds as determined by the Police Service, believed to exist, and includes, but not limited to, the following:

i) Police response due to the testing of an alarm,
ii) Alarms caused by the negligence or carelessness of the alarm business, the alarm installer, the alarm subscriber, or the alarm owner/user,
iii) Alarms activated due to mechanical failure or improper installation,
iv) Alarms activated by internal or external atmospheric conditions, vibrations or power surges, or
v) A police response.

"Bona fide emergency" means:

i) An attempted or completed criminal act, or
ii) Any other emergency situation occurring at, or in relation to, the premises.

"Non Residential premises" means lands, buildings or structures used or designated or intended for other than residential use.

"Residential premises" means a building used or intended solely for use as a residence of one or more individuals.

"Suspension Notice" means a document issued by the Police Service after four (4) "at fault false alarms", suspending response to an alarm at a specified premise. A Suspension Notice takes effect fourteen (14) days after service and remains in effect for 365 days.

2. Upon installation of a monitored alarm system at a premise, alarm businesses shall register such premise for a period of one (1) year by submitting an Application / Registration of Monitored Alarm Premise in the form provided by the Police Service, and submit to the Police Service the application along with the annual registration fee set out in the table above.

3. Alarm subscribers will register their monitored premise for years subsequent to the first year of installation by forwarding registration documents and the applicable registration fee directly to the Police Service, c/o the Alarm Coordinator.

4. Registration fees for new alarms are due and payable prior to the first request for response to the premise.

5. The Police Service shall impose fees and charges for "at fault false alarms" as set out in the tables above.

6. After the fourth instance of an "at fault false alarm' at a registered premise, whether residential or non-residential, police response to the premise in response to an alarm will be immediately suspended. Reinstatement of police response will require the alarm subscriber to

    A. satisfy the Police Service that the fault or situation that led to the fourth false alarm and subsequent suspension has been rectified through system servicing; and

    B. pay the prescribed Re-Instatement Fee set out in the table above.

7. After the fourth instance of an "at fault false alarm' at an unregistered premise, whether residential or non-residential, police response to the premise in response to an alarm will be immediately suspended. Reinstatement of police response will require the alarm subscriber to:

    A. register the premise with the Police Service;

    B. satisfy the Police Service that the fault or situation that led to the fourth false alarm and subsequent suspension has been rectified through system servicing; and

    C. pay the prescribed Re-Instatement Fee set out in the table above.

8. Where the Police Service responds to an "at fault false alarm" in relation to monitored or unmonitored premise, the applicable charges will be billed to the premise owner/occupier directly.

9. In the event that the premise owner/occupier or alarm subscriber, as the case may be, fails to pay the "at fault false alarm" charge within thirty (30) days of remittance, he/she will be sent a "past due" notice.

10. Refusal to make payment within thirty (30) days of mailing of a past-due notice may result in the issuance of a suspension notice and having the account sent to a Collection Agency.

11. Appeals from a designation of "at fault false alarm" or Suspension Notices will be submitted in writing to the Alarm Coordinator within thirty (30) days of the date of notice or suspension.

12. Appeals by alarm subscribers from a designation of "at fault false alarm" will be submitted in writing to the alarm business for delivery to the Police Service Alarm Coordinator. The appeal must detail the cause of each alarm and actions taken to rectify any problem identified as the cause of the false alarm. Decisions on appeals are the responsibility of the Alarm Coordinator.

13. Appeals by owner/occupier of an unregistered premise shall be made directly to the Alarm Coordinator.

14. Upon receipt of a written appeal, the Alarm Coordinator shall render a written decision within thirty (30) days and provide a copy of the decision to the owner/occupier or the alarm subscriber and alarm business.

15. The Alarm Coordinator is authorized to deny the appeal or to remove a description of "at fault false alarm" from the records of the Police Service.

16. The False Alarm Reduction Program registration fee will be payable annually.

17. Unless otherwise specified, all fees collectable shall be due and payable at the time of invoicing.

18. Fees and charges shall be collected in cash, by cheque, by credit card (VISA or Mastercard) or by debit transaction, in the discretion of the Police Service.

19. User fees and service charges may also be collected by addition of the fee or charge to the tax roll for any real property in the municipality, to be collected in a like manner as municipal taxes.

SCHEDULE "D"

To By-Law 11-001

FEES AND CHARGES FOR ALARM SERVICES

SERVICE
Annual Registration Fee (Residential Premises)
Annual Registration Fee (Non- Residential Premises
Re-Instatement Fee

REPLACED WITH SCHEDULE "D" FROM BY-LAW 14-001

REGISTERED ALARMS:

SERVICE
At Fault False Alarm – First Instance (Residential or
At Fault False Alarm – Second Instance – Residenti
At Fault False Alarm – Third Instance – Residential
At Fault False Alarm – Fourth Instance – Residentia

	police response
At Fault False Alarm – Second Instance – Non- Residential	$75.00
At Fault False Alarm – Third Instance – Non- Residential	$100.00
At Fault False Alarm – Fourth Instance – Non- Residential	$150.00 and suspension of police response

UNREGISTERED ALARMS:

SERVICE	FEE
At Fault False Alarm – First Instance (Residential)	$50.00
At Fault False Alarm – Second Instance – Residential	$75.00
At Fault False Alarm – Third Instance – Residential	$100.00
At Fault False Alarm – Fourth Instance – Residential	$125.00 and suspension of police response
At Fault False Alarm – First Instance (Non - Residential)	$100.00
At Fault False Alarm – Second Instance – Non- Residential	$150.00
At Fault False Alarm – Third Instance – Non- Residential	$175.00
At Fault False Alarm – Fourth Instance – Non- Residential	$200.00 and suspension of police response