

**ORDINANCE NO. 2015-05**

**AN ORDINANCE AMENDING ORDINANCES AND ESTABLISHING AN OMNIBUS ORDINANCE FOR IMPOSING FEES FOR EMERGENCY MEDICAL SERVICES, REIMBURSEMENT OF COSTS INCURRED FOR RESPONSE TO HAZARDOUS MATERIAL SPILLS ("SPILLER PAYS"), AND FOR REIMBURSEMENT OF COSTS INCURRED FOR RESPONSE TO EMERGENCY SITUATIONS REQUIRING SPECIALIZED AND TECHNICAL RESCUE SERVICES BY THE ADDISON FIRE PROTECTION DISTRICT No. 1, DUPAGE COUNTY, ILLINOIS**

**WHEREAS**, the Addison Fire Protection District No. 1 (the "District"), DuPage County, Illinois, is a fire protection district duly incorporated under the laws of the State of Illinois, including the Illinois Fire Protection District Act (the "Act", 70 ILCS 705/0.01 et seq.); and

**WHEREAS**, the Board of Trustees of the District (the "Board") has full power pursuant to Section 6 of the Act (70 ILCS 705/6), to pass all necessary ordinances, and rules and regulations for the proper management and conduct of the business of the Board for carrying into effect the objects for which the District was formed; and

**WHEREAS**, Section 6(h) of the Act grants the Board the authority to impose penalties on individual who repeatedly cause false fire alarms (70 ILCS 705/6(h)); and

**WHEREAS**, many homes, business establishments and public buildings within the District are equipped with systems, including automatic detection devices and signaling devices that transmit alarms or signals of a fire or medical emergency to the District; and

**WHEREAS**, a variety of circumstances result in false alarms being transmitted, which results in the expenditures of substantial amounts of money for personnel and equipment sent to respond to such false alarms; and

**WHEREAS**, the Board desires to create a schedule of fines for false alarms in order that the District may be adequately compensated for the cost of responding to false alarms and to provide incentives to building owners within the District to maintain their private fire alarm systems in good working order and repair, while penalizing those who fail to do so; and

**WHEREAS**, the Illinois Fire Protection District Act (hereinafter "the Act") grants to the Board of Trustees of a fire protection district the authority to "fix, charge, and collect fees for emergency ambulance service within or outside of the fire protection district" (70 ILCS 705/22); and

**WHEREAS**, the District renders emergency medical services and other emergency response services, including responding to vehicle fires on public and private property within or without the District to resident and non-resident persons, businesses and other entities in the performance of its obligations to the public; and

**WHEREAS**, the District has previously adopted Ordinance 2012-01 an ordinance entitled "An Ordinance Creating a New Fee Schedule for the Provision of Emergency Medical Response Services by the Addison Fire Protection District No. 1" to assess fees for the rendering of emergency medical services; and

**WHEREAS**, Section 11f of the Act (70 ILCS 705/11f) grants the Board authority to "fix, charge, and collect fees not exceeding the reasonable cost of the service for all services rendered by the district against persons, businesses, and other entities who are not residents of the fire protection district"; and

**WHEREAS**, pursuant to said authority the Board adopted Ordinances 12-01 and 12-02 on January 4th, 2012, establishing charges and fees for certain costs incurred by the District in rendering fire, rescue and emergency services to non-resident persons, homes and businesses; and

**WHEREAS**, the Board finds that it is in the best interest of the District and the residents of the District to require that persons, homes and businesses receiving District provided fire, rescue and emergency services reimburse the District at the maximum rates permitted by law for costs accruing to the District from services provided; and

**WHEREAS**, Section 22.2(f) of the Illinois Environmental Protection Act (415 ILCS 5/22.2(f)) provides that certain enumerated persons or parties “shall be liable for all costs of removal or remedial action incurred by the State of Illinois or any unit of local government as a result of a release or substantial threat of a release of a hazardous substance or pesticide”; and

**WHEREAS**, pursuant to said authority the Board adopted Ordinance 98-5, also known as “The Spiller Pays Ordinance”, establishing charges and fees for certain costs incurred by the District in removal or remedial action incurred by the District as a result of a release or substantial threat of a release of a hazardous substance or pesticide; and

**WHEREAS**, the Board finds that it is in the best interest of the District and the residents of the District to require that persons, homes and businesses receiving District provided fire, rescue and emergency services by the District in removal or remedial action incurred by the District as a result of a release or substantial threat of a release of a hazardous substance or pesticide reimburse the District at the maximum rates permitted by law for costs accruing to the District from services provided; and

**WHEREAS**, Section 25 of the Fire Protection District Act (70 ILCS 705/25) grants the District the authority to fix, charge, and collect reasonable fees for specialized rescue services provided by the District; and

**WHEREAS**, Section 26 of the Act (70 ILCS 705/26) grants the District the authority to fix, charge, and collect reasonable fees for technical rescue services provided by the District; and

**WHEREAS**, the term “Technical Rescue Services” as used in this Ordinance is defined as emergency rescue/recovery response services including, but not limited to the following categories or types of services: (a) High Angle Rescue/Recovery, (b) Confined Space Rescue/Recovery, (c) Trench Engulfment Rescue/Recovery, (d) Structural

Collapse Rescue/Recovery, (e) River/Lake Rescue/Recovery, (f) Vehicle/Machinery Rescue/Recovery, and/or (g) Extrication Rescue/Recovery; and

**WHEREAS**, the term “Extrication Rescue/Recovery” as used in this Ordinance includes but is not limited to any actions or operations that result in a person being removed from a vehicle involved in a motor vehicle collision or other accident/incident using specialized extrication tools and/or personal immobilization including a backboard; and

**WHEREAS**, the District renders Technical Rescue Services to its residents, to non-residents visiting or transiting the District, and by mutual aid to the residents of other communities; and

**WHEREAS**, the cost of training and equipping the Technical Rescue Services teams is great, yet the benefits often accrue to a small number of people or entities; and

**WHEREAS**, in performing Extrication Rescue/Recovery services the District and its emergency responders are required to observe and implement increased safety requirements mandated for emergency roadway operations, including the use of additional personnel and specialized equipment for personnel safety as well as scene and traffic control; and

**WHEREAS**, pursuant to said authority the Board adopted Ordinances 2012-02 on January 12, 2012, establishing fees and providing for response to emergency situations requiring specialized or technical rescue teams by the District; and

**WHEREAS**, the Board finds that it is in the best interest of the District and the residents, business and visitors in and to the District to amend its billing/service fee ordinances and establish an omnibus service fee ordinance addressing emergency medical service fees, non-resident fees and charges, “Spiller Pays” fees and charges, technical rescue service fees and charges, and extrication rescue/recovery service fees and charges.

NOW, THEREFORE, Be It Ordained, by the Board of Trustees of the Addison Fire Protection District No. 1, DuPage County, Illinois, as follows:

**Section 1:** The Board finds and determines the above recitals to be true and correct, and incorporates them as if written out here in full.

**Section 2:** When the Addison Fire Protection District No. 1 responds to:

(a) any fire or emergency service response involving persons, businesses, or other entities who are not residents, or personal or real property owned by non-residents of the Addison Fire Protection District No. 1, or

(b) utility or power line incidents attributable to non-resident persons, business or other entities (such as by way of illustration but not limitation, an identified non-resident contractor or its agents/employees which negligently cuts a utility or power line resulting in a District response to the incident site),

then the District may charge the non-resident(s) up to \$250 per hour for District vehicles responding and up to \$70 per hour for personnel responding as provided in 70 ILCS 705/11f, and may charge for extraordinary expenses of materials used in rendering such services.

**Section 3:** Beginning on July 1st, 2015, whenever emergency medical services are rendered by the District to persons, businesses or other entities, such persons, businesses or other entities shall be assessed per response per the fee schedule set forth in **EXHIBIT A**.

**Section 4:** For purposes of this ordinance, "resident" is defined as someone who permanently resides in the District or works for a business located within the boundaries of the District.

**Section 5:** Nothing in this Ordinance shall authorize the District to refuse to provide any service to any person, business or entity that has not paid for services previously or that owes any money for services previously rendered.

**Section 6:** This Ordinance supersedes any and all previous ambulance fee ordinance(s) adopted by the District, all of which are hereby repealed as applied to any ambulance calls arising after 12:01 a.m. on July 1<sup>st</sup>, 2015.

**Section 7:** The charges for an emergency response of Technical Rescue Services by the District are as follows for the purpose of Technical Rescue/Recovery, High Angle Rescue/Recovery, Confined Space Rescue/Recovery, Below Grade Rescue/Recovery, Trench/Engulfment Rescue/Recovery, Structural Collapse Rescue/Recovery, and/or Vehicle/Machinery Rescue/Recovery or any other non-water rescue:

Additional charges:

1. \$250.00 per hour per vehicle;
2. \$70.00 per hour per firefighter, and
3. Cost of all materials, equipment, and additional resources (example: cranes, air compressors, contractors) necessary in providing the response, rescue/recovery.

**Section 8:** The charges for an emergency response of a Specialized Rescue Team for Underwater Rescue/Recovery or any other water rescue are as follows:

Additional charges:

1. \$250.00 per hour per vehicle;
2. \$70.00 per hour per team member; and
3. Cost of all materials or equipment necessary in providing the response.

**Section 9:** In addition to charges for a Technical/Specialized Rescue Team response, if a person or entity within the District requests that, pursuant to occupational safety and health laws, the District or any intergovernmental agency to which the District belongs be listed as the rescue service or as the backup rescue service on the permit of a permit-required confined space activity, the charge for such service shall be as indicated in Section Five, per day, for each day the permit is outstanding. If a person or

entity lists the District as the rescue service or the backup rescue service without notifying the District, in writing, in advance of entry into any permit-required confined space, the person or entity shall be charged \$2,500.00 per day for each day the permit is outstanding.

**Section 10:** For the purpose of Spiller Pays costs pursuant to Section 22(f) of the Illinois Environmental Protection Act the following provisions from Sections 10 through Section 17 shall apply.

**Section 11: DEFINITIONS:** As used in this Ordinance, the following terms shall have the following meanings:

**COSTS:** All expenses incurred by the District for any removal or remedial action.

**FACILITY:** Any building, structure, installation, equipment, pipe or pipeline including but not limited to any pipe into a sewer or publicly owned treatment works, well, pond, lagoon, impoundment, ditch, landfill, storage container, tank, motor vehicle, truck trailer, rolling stock or aircraft. Also, any site or area where a hazardous material has been deposited, stored, disposed of, abandoned, placed, or otherwise come to be located.

**HAZARDOUS MATERIALS** Any material, substance or mixture of materials or substances which are toxic, flammable, corrosive, explosive, carcinogenic or radioactive including, but not limited to, any substance or material which is designated a hazardous material pursuant to the "Hazardous Materials Transportation Act" (49 U.S.C. §5101 *et seq.*) in a quantity and form which may pose a substantial present or potential hazard to human health, property or the environment when improperly released, treated, stored, transported, disposed of, or otherwise managed.

**MUTUAL AID** Any action taken by the District pursuant to an intergovernmental agreement.

**PERSON** Any individual, business, firm, partnership, corporation, association, trust, estate, joint venture or other legal entity, or their legal representative, agent or assign.

**RELEASE** Any spilling, leaking, pumping, pouring, emitting, escaping, emptying, discharging, injecting, leaching, dumping or

disposing of a hazardous material into or on any land, air, water, well, stream, sewer or pipe so that such hazardous material or any constituent thereof may enter the environment.

**REMEDIAL  
ACTION**

Any action consistent with permanent remedy taken instead of, or in addition to, removal actions in the event of a release or threatened release of a hazardous material into the environment, to prevent or minimize the release of hazardous materials so that they do not migrate to cause a substantial present or potential hazard to human health, property or the environment. The term includes, but is not limited to, such actions at the location of the release as storage, confinement, perimeter protection using dikes, trenches, or ditches, clay cover, neutralization, foam, cleanup of released hazardous materials or contaminated materials, recycling or reuse, diversion, destruction, segregation of reactive wastes, repair or replacement of leaking containers, collection of leachate and runoff, onsite treatment or incineration, provision of alternate water supplies, and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment.

**REMOVAL**

The cleanup or removal of released hazardous materials from the environment, such actions as may be necessary or appropriate to monitor, assess, and evaluate the release or threat of release of hazardous materials, the disposal of removed material, or the taking of such action as may be necessary to prevent, minimize, or mitigate damage to the public health or welfare of the environment. The term includes, but is not limited to, security fencing, provision of alternative water supplies, and temporary evacuation of threatened individuals.

**RESPONSE**

Any removal or remedial action.

**Section 12: PROHIBITED ACTS:** No person shall cause, threaten or allow the release of hazardous materials into the environment unless such release is in accordance with an appropriate permit granted by the Illinois Environmental Protection Agency or other State or Federal agency having primary jurisdiction over the release and such release is in such place and manner as will not create a substantial present or potential hazard to human health, property or the environment.



**Section 13: RESPONSE AUTHORITY:**

A. The Fire Chief or his authorized representative shall have authority to respond to any release or threatened release of hazardous materials within the territory of the District or affecting the public water supply, wells or sewage treatment works located within the District or pursuant to any lawful intergovernmental agreement of which the District is a party. This authority includes, but is not limited to, remedial action and removal.

B. The Fire Chief shall have primary authority to respond to any release or threatened release of hazardous materials as described above. The Fire Chief shall report any release or threatened release of hazardous materials to all appropriate Federal, State and local public health, safety and emergency agencies within twenty-four (24) hours of any substantial release of hazardous materials. The Fire Chief shall relinquish his response authority at such time, if any, as the Federal, State or local public health, safety or emergency agency having primary jurisdiction over the release or threatened release has assumed responsibility for response to the release or threatened release.

C. The Fire Chief, during such time as response authority is vested in him, shall be authorized to utilize all District personnel and equipment and he may, in his sole discretion, take such remedial or removal action as he may deem necessary or appropriate to respond to the release or threatened release of hazardous material including the use of material and in accordance with any Mutual Aid Box Alarm System ("MABAS") agreements.

D. All responding personnel shall cooperate with and operate under the direction of the Fire Chief or other person then exercising response authority under this Ordinance until such time as the person exercising such response authority has determined that the response is complete or responsibility for the response is assumed

by the Federal, State or local public health, safety or emergency agency having primary jurisdiction over the release or threatened release.

E. The person exercising response authority under this Ordinance shall coordinate and/or cooperate with other Federal, State or local public health, safety or emergency agencies involved in response to the release or threatened release of hazardous materials.

**Section 14: LIABILITY FOR COSTS:**

A. Pursuant to the Illinois Environmental Protection Act, and notwithstanding any other provision or rule of law, and subject only to the defenses set forth Section 6 hereof, the following persons shall be jointly and severally liable for all costs of removal and remedial action incurred by the District as a result of a release or threatened release of a hazardous material:

1. The owner and operator of a facility or vessel from which there is a release or substantial threat of release of a hazardous material.
2. Any person who, at the time of disposal, transport, storage or treatment of a hazardous material, owned or operated the facility or vessel used for such disposal, transport, treatment or storage from which there was a release or substantial threat of a release of any such hazardous material.
3. Any person who by contract, agreement, or otherwise has arranged with another party or entity for transport, storage, disposal or treatment of hazardous materials owned, controlled or possessed by such person at a facility owned or operated by another party or entity from which facility there is a release or substantial threat of a release of such hazardous materials.
4. Any person who accepts or accepted any hazardous materials for transport to disposal, storage or treatment facilities or sites from which there is a release or a substantial threat of release of such hazardous substances.
5. Any person or entity that causes or substantially contributes to the cause of the incident.

**Section 15: DEFENSES:** There shall be no liability under this Ordinance for a person otherwise liable who can establish by a preponderance of the evidence that the

release or substantial threat of release of a hazardous material and the damages resulting there from were caused solely by:

- A. An act of nature over which he or she had no control;
- B. An act of war; or
- C. Any combination of the foregoing.

**Section 16: COSTS AND PENALTIES:**

A. Any person who is liable for the release or threatened release of a hazardous material who fails without sufficient cause to pay for or provide removal or remedial action upon or in accordance with a notice and request of the District, or in accordance with any order of any court having jurisdiction on the matter, shall be liable to the District for any costs incurred by the District as a result of such failure to provide or take such removal or remedial action, together with the cost of any removal or remedial action taken by the District in accordance with the ordinance, and all attorneys' fees and related legal costs incurred in connection therewith.

B. In addition, any such person shall be guilty of a violation of this Ordinance and shall be fined not less than one hundred dollars (\$100.00) nor more than one thousand dollars (\$1,000.00) for each offense. A separate offense shall be deemed committed for each day on which a violation occurs or continues. Where such violation is found to be the result of willful and/or wanton conduct or gross negligence, or the person committing such violation attempts to evade responsibility hereunder by leaving the scene of the occurrence or by other means, that person shall be subject to a fine as provided for above or a fine in an amount equal to three times the costs, including attorneys' fees and legal costs, for which it is liable under Paragraph A, whichever is greater.

C. Charges for removal or remedial action when rendered by the District or any agency in accordance with any mutual aid agreement shall be as follows:

- 1) The reasonable cost of each vehicle as determined by the responding agency, but in no case less than \$250.00 per hour per vehicle; and
- 2) The cost of all personnel including any overtime cost to the District or to any responding agency, incurred as a result of the removal or remedial action, but in no case less than \$70.00 per hour; and
- 3) The cost of all materials and equipment used, expended, depleted, destroyed or removed from service in accordance with federal, state or local ordinance as a result of the mitigation or containment operations of the District or at the request of the District or any responding agency; and
- 4) The costs of service and/or goods provided by a private or public entity which are used, expended, expired, depleted or destroyed as a result of the response at the request of the District or any responding agency.

D. The Board may, in its discretion, waive the costs and/or fees due under this Ordinance in whole or in part.

**Section 17:** The Addison Fire Protection District No. 1 shall prepare and forward to the person or persons causing or permitting a hazardous material incident a bill for the total costs and expenses incurred for which such person or persons are responsible pursuant to this Ordinance; provided, however, any cost in connection with any independent cleanup contractor shall be billed directly to such contractor. Payment of the total bill shall be made within thirty (30) days of receipt. Any bill or portion of a bill remaining unpaid after thirty (30) days of receipt shall accrue interest on the unpaid balance at the rate of 1 ½ % per month.

**Section 18:** For the purpose of Spiller Pays costs pursuant to Section 22(f) of the Illinois Environmental Protection Act the following provisions from Sections 18 through Section 25 shall apply.

**Section 19: Definitions.** For the purpose of this section, the following words and phrases shall have the meanings ascribed to them in this section.

**FALSE ALARM:** An alarm signal which indicates the existence of any emergency situation when in fact, no such emergency exists, and shall include

any alarm signal generated by any fire protection system by whatever means, but shall not include alarms resulting from any of the following causes:

1. Fire causing damage to structures or contents of a protected premises verified by the Fire District
2. Earthquake causing structural damage to the protected premises
3. Tornado or hurricane winds causing structural damage to the protected premises
4. Flooding to the protected premises due to overflow of natural drainage or other water leaks within the building
5. Lightning causing physical damage to the protected premises
6. Telephone line malfunction verified to the Fire District by an authorized telephone company supervisor within seven days of the occurrence
7. Electrical service interruption verified to the Fire District by the local power company manager within seven days of the occurrence
8. Plumbing or electrical malfunctions unrelated to the fire protection system

**USER**

The owner of the property from which the False Alarm originates and any individual, partnership, corporation, organization or other entity on the property with permission of the owner.

**Intentional False Alarms**

Those False Alarms that are purposely and non-accidentally activated in non-emergency situations without prior notification to the Addison Fire Protection District No. 1.

**Improper Installation or Design**

Systems fall under the scope of this definition when new Systems are installed in a negligent or faulty manner, or when a System is designed in a substandard or faulty manner, either of which results in a False Alarm activation in a non-emergency situation.

**Improper Maintenance**

Systems fall under the scope of this definition when existing

Systems have not been properly maintained by the property owner, which results in a False Alarm activation in a non-emergency situation. This definition includes, but is not limited to, the proper maintenance of all components within any System.

**Improper Use**

Systems fall under the scope of this definition when an action of a User results in False Alarm activation in a non-emergency situation due to the User's carelessness or negligence.

**System**

Includes all fire alarm systems, sprinkler systems and other automated systems that transmit alarms or signals to the District.

**Twelve-month Period**

The Twelve-month Period shall be the 12 calendar months within a calendar year. The billing for the twelve (12) month period shall be renewed on January 1<sup>st</sup> of each year.

**Section 20: Schedule of Fines:** The schedule of fines for False Alarms is as follows:

A. **Type of False Alarms Charged:** A User shall be cited for each False Alarm if such False Alarm is:

1. An Intentional False Alarm;
2. due to or caused by Improper Installation or Design;
3. due to or caused by Improper Maintenance;
4. due to or caused by Improper Use;
5. smoke created by cooking; or
6. resulting from any test, repair, alteration or addition to a System without prior notification thereof to the Addison Fire Protection District.

B. **Fines:** A User shall be fined for False Alarms as follows:

1. Second False Alarm in a Twelve-month Period: warning letter (no fine) and a copy of this false fire alarm schedule of fines ordinance.
2. Third False Alarm in a Twelve-month Period: \$125.00 fine in addition to above.
3. Fourth False Alarm in Twelve-month Period: \$125.00 fine in addition to above.
4. Each additional False Alarm in a Twelve-month Period after four (4) shall result in a false alarm charge of:

- a. 5<sup>th</sup> false alarm: \$250.00
- b. 6<sup>th</sup> false alarm: \$250.00
- c. 7<sup>th</sup> false alarm: \$250.00
- d. 8<sup>th</sup> false alarm: \$400.00
- e. 9<sup>th</sup> false alarm: \$400.00
- f. 10<sup>th</sup> and subsequent false alarms: \$500.00

5. If the False Alarm is an Intentional Alarm, then an additional fine of \$500.00 shall be added to the fine schedule listed above.

C. Out of Service Alarm: If a System: (i) cannot be restored or returned to normal, or (ii) gives three (3) or more False Alarms within a twelve (12) hour period, the Addison Fire Protection District reserves the right to place the System out-of-service and may require a fire watch at its discretion. If District personnel are required to serve on fire watch, the offending User(s) must reimburse the District at the actual cost of personnel and equipment. Any System placed out-of-service under this section must be repaired and placed back in service within the time period specified by the Addison Fire Protection District.

D. Joint and Several Liability: More than one User may be charged under this Ordinance for a single False Alarm, and the User(s) so charged are jointly and severally liable for any citations and fines due under this Ordinance.

**Section 21**: That, in addition to the fines set forth in Section Two, if any User refuses to pay or fails to pay within 60 days of notice of the fine, the User will be deemed to have further violated this Ordinance and will incur an additional fine of not less than \$25, nor more than \$500 for each offense plus all legal fees and all costs caused by enforcement. Such fees and costs shall include, but not be limited to, staff costs of inspection or re-inspection, legal fees, and staff cost of enforcement. A separate offense shall be deemed committed for each day on which a violation occurs or continues.

**Section 22**: Failure to pay any fine which is reduced to judgment will result in a lien filed against the User's property.

**Section 23**: The Addison Fire Protection District assumes no liability for:

- 1. Any defects in the operation of a System
- 2. For failure or neglect to respond appropriately upon receipt of an alarm
- 3. For failure or neglect of any person in connection with the installation, operation or maintenance of any System

4. The transmission of alarm signals, pre-recorded alarm messages, or the relaying of such signals and messages

**Section 24:** The Fire Chief and his designees are hereby permitted to waive the fees due under this Ordinance in cases of demonstrated financial hardship, intergovernmental cooperation, or in cases where Systems have been repaired or replaced and are operating properly. Requests for the waiver of fees must be made in writing to the Fire Chief, who shall make the initial determination as to the validity of the waiver request.

**Section 25:** Special consideration shall be given to Users of Systems newly installed should False Alarms, other than Intentional Alarms, occur during the first Three-month period after the User's System service has commenced.

**Section 26:** The provisions and sections of this Ordinance shall be deemed severable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

**Section 27:** The Fire Chief is hereby authorized to waive any or all of the fees due under this Ordinance. He may do so by policy or on an individual basis.

**Section 28:** The Secretary of the Addison Fire Protection District No. 1 is hereby directed to publish this Ordinance in full at least once in a newspaper published in the District. Publication shall take place at least ten (10) days prior to implementation of this Ordinance. The provisions of this Ordinance shall be in full force and effect ten (10) days after publication as provided by law (70 ILCS 705/7).

**ADOPTED** this 6<sup>th</sup> day of May 2015, by a roll call vote as follows:

AYES 3

NAYS: Ø

ABSENT: Ø

  
\_\_\_\_\_  
President, Board of Trustees  
Addison Fire Protection District No. 1



ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Trustees  
Addison Fire Protection District No. 1

STATE OF ILLINOIS       )  
                                      )  
COUNTY OF DUPAGE       )       SS.

**SECRETARY'S CERTIFICATE**

I, CHARLES BAXA, JR., the duly qualified Secretary of the Board of Trustees of the Addison Fire Protection District No. 1 do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

**ORDINANCE NO. 2015-05**

**AN ORDINANCE AMENDING ORDINANCES AND ESTABLISHING AN OMNIBUS ORDINANCE FOR IMPOSING FEES FOR EMERGENCY MEDICAL SERVICES, REIMBURSEMENT OF COSTS INCURRED FOR RESPONSE TO HAZARDOUS MATERIAL SPILLS ("SPILLER PAYS"), AND FOR REIMBURSEMENT OF COSTS INCURRED FOR RESPONSE TO EMERGENCY SITUATIONS REQUIRING SPECIALIZED AND TECHNICAL RESCUE SERVICES BY THE ADDISON FIRE PROTECTION DISTRICT No. 1, DUPAGE COUNTY, ILLINOIS**

which Ordinance was duly adopted by said Board of Trustees at a meeting held on the 6<sup>th</sup> day of May, 2015.

I do further certify that a quorum of said Board of Trustees was present at said meeting, and that the Board of Trustees complied with all the requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 6<sup>th</sup> day of May, 2015.



  
\_\_\_\_\_  
Secretary, Board of Trustees  
Addison Fire Protection District No. 1

**EXHIBIT A – AMBULANCE FEE SCHEDULE**

<b>ALS 2</b>	<b>\$2100</b>
<b>ALS 1</b>	<b>\$1650</b>
<b>BLS</b>	<b>\$1275</b>
<b>Mileage</b>	<b>\$16.00 Mile</b>