

**VILLAGE OF AKRON
COST RECOVERY ORDINANCE
ORDINANCE NO. 1330**

**AN ORDINANCE TO PROVIDE THE COST RECOVERY FOR THE POLICE
DEPARTMENT AND EMERGENCY RESPONSE WITHIN THE VILLAGE OF
AKRON.**

**BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF AKRON,
MICHIGAN THAT:**

SECTION 1. PURPOSE:

The Village finds that a significant potential exists for police, fire department and rescue service's responses to incidents involving the release or threaten release of hazards materials. Such incidents create a likelihood of personal injury and/or property damage. The control and abatement of such incidents places a significant financial and operational burden upon the Village Police, Firefighting and Rescue services.

SECTION 2. DEFINITIONS:

- A. **Building:** Any structure used or intended for supporting or sheltering and use of occupancy.
- B. **Emergency Response:** The providing, sending and/or utilizing of police, firefighting, emergency medical and rescue services by the Village or by a private entity or corporation operating at the request or direction of the village, the county of the state, for an incident resulting in a hazardous material release or threatened release.
- C. **Expenses of and Emergency Response:** The direct and reasonable costs incurred by the Village or by a private person, corporation or other assisting government agency, which is operating at the request of the village personnel when making an emergency response to the hazardous materials incident, including the costs of providing police, firefighting, rescue services, emergency medical services, containment and abatement of all hazardous conditions at the scene of the incident. The costs further include all of the salaries and wages of the village personnel engaged in the investigation, supervision and report preparation regarding such incident, all salaries and wages of personnel of assisting governmental agencies operating at the request or direction of the village and all costs connected with the administration of the incident relating to the production and appearance of witnesses at any court proceedings in relation thereto, including attorney fees. Costs shall also include, but not be limited to, such items as disposable material and supplies used during the response to such incident, the rental or leasing of equipment used for specific responses,

replacement of equipment which is contaminated beyond reuse and repair during the response to the incident, special technical services related to the incident and any other cost reasonably associated with the emergency services cleanup.

- D. **Hazardous Material:** Explosives, pyrotechnics, flammable compressed gas, flammable liquid, combustible liquid oxidizing material, poisonous gas, poisonous solid, irritating material, etiological materials, radioactive material, corrosive material, liquefied petroleum gas, or any other hazardous material as defined in MCL 299.603, MSA 13.32(3).
- E. **Owner:** Any person having a vested or contingent interest in the property, premises, container or vehicle involved in the hazardous materials incident including, but not limited to, any duly authorization agent or attorney, purchaser, devisee or fiduciary of the person having the vested or contingent interest.
- F. **Premises:** Any lot or parcel of land, exclusive of buildings, and including a parking lot, tourist camp, trailer camp, airport, stockyard, junkyard, wharf, pier, public roadway and any other place or enclosure, however owned, used or occupied.
- G. **Vehicle:** Any mode which is used as an instrument of conveyance, including, but not limited to, motor vehicles, railroads, boats, aircraft, etc.

SECTION 3. DUTY/FAILURE TO REMOVE AND CLEANUP:

- A. **Duty to Remove:** It shall be the duty of the owner, operator, occupant or other person responsible for the operation, maintenance and/or condition of any building, premise, property or vehicle regarding which an incident arises which involves the release or threatened release of hazardous materials on the or about the building, premises, property and/or vehicle to immediately contain and control such hazardous materials and undertake ad complete a total cleanup of the area in such a manner as to ensure that all leakage, spillage or other dissemination of hazardous material is fully removed and the area is fully restored to its condition prior to the placement, leakage, spillage or other dissemination of such hazardous material.
- B. **Failure to Remove and/or Cleanup:** If the owner, operator, occupant or other person responsible for the operation, maintenance and/or condition of any building, premises, property or vehicle regarding which an incident arises which involves the release or threatened release of hazardous materials on or about such building, premises, property and/or vehicle, fails to remove in a timely manner all hazardous materials, fails to comply completely with subsection (a) of this section, or should the incident require an emergency response to remove or mitigate a hazardous situation, the village shall have the right to enter onto such property and remove and conduct a cleanup of all such hazardous materials either by governmental employees or by contractors or agents of the government. Prior to engaging in such cleanup, the village shall make diligent

efforts to notify the owner of its duty to abate the emergency. All costs associated with such containment, control, removal and cleanup are in addition to the costs associated in the following sections and are to be reimbursed in like manner.

SECTION 4. LIABILITY FOR EXPENSES OF AN EMERGENCY RESPONSE:

- A. **Persons Responsible:** The owner, operator, occupant or other person responsible for the operation, maintenance and/or condition of any building, premises, property or vehicle regarding which an incident arises which involves the release or threatened release of hazardous material on or about such building, premises, property and/or vehicle shall be required to reimburse the village of all expenses of an emergency response to such hazardous materials incident.
- B. **Non-Liable Party:** The Village or its duly appointed agents shall not be liable under this article for costs or damages as a result of response activity taken in response to a release or threat of release of hazardous materials.

SECTION 5. CHARGE AGAINST PERSON:

The expense of an emergency response shall be charged against the person or entity liable for the expense under this article. The charge constitutes a debt of that person or entity and is collectable by the Village in the same manner as in the case of an obligation under contract, expressed or implied.

SECTION 6. COST RECOVERY SCHEDULE:

The Village may, by resolution, as soon as practicable after adoption of this ordinance, adopt a non-exclusive schedule of the costs included within the expense of the emergency response. This schedule shall be available at the office of the Village Clerk for inspection by the public. Chargeable costs are not limited to those contained on the schedule.

SECTION 7. BILLING:

The Village will endeavor, within fourteen (14) of receiving itemized costs, or any part thereof, incurred for an emergency response, submit a bill for these costs by first class mail or personal service to the person or entity liable for the expenses as enumerated under this article. The bill shall require full payment within thirty (30) days from the date of mailing or service of the bill upon the responsible person.

SECTION 8. FAILURE TO PAY; PROCEDURE TO RECOVER COSTS:

Any failure by the person or entity described in this article as liable or responsible for expenses of an emergency response to pay the bill within thirty (30) days of mailing or service of the bill shall constitute a default on the bill. In case of default, the village shall have the right and power to add all emergency response costs in the same manner as provided for the levy and collection of real property taxes against the property premises. The Village shall also have the right to bring action in court competent jurisdiction to collect such costs if the Village deems such action to be necessary. In the

event of bringing such action, the Village can seek to recover attorney fees and fines associated with the action.

SECTION 9. VALIDITY:

- A. All Ordinances or part of any Ordinance in conflict herewith are hereby repealed.
- B. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 10. ORDINANCE IN FORCE:

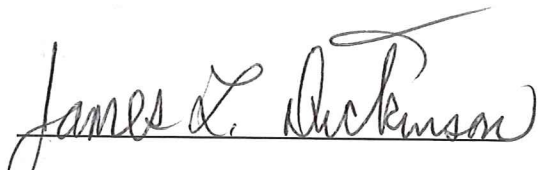
This Ordinance shall be in full force and effect from and after its passage and approval and publication by law.

This Ordinance enacted by the Village Council of the Village of Akron at a regular meeting held at the Council Chambers in said Village on _____ day of _____, 20____.

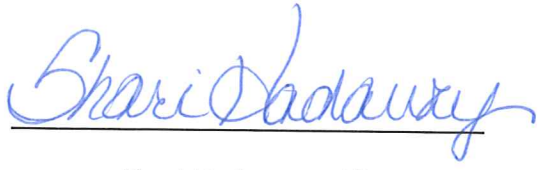
Yeas: 7

Nays: 0

Absent: 0


James L. Dickinson, Village President

I, Shari Hadaway, Clerk of the Village of Akron, do hereby certify that the above Ordinance is a true and correct copy of an Ordinance passed by the Village Council of the Village of Akron, Tuscola County, Michigan, at a regular meeting on 14th day of May, 2019.


Shari Hadaway, Village Clerk