

ORDINANCE NO. 2025-04

**BRISTOL KENDALL FIRE PROTECTION DISTRICT
ORDINANCE AMENDING ORDINANCE 2016-02
SPILLER PAYS ORDINANCE**

WHEREAS, the Bristol Kendall Fire Protection District (the "District"), Kendall 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, 70 ILCS 705/6 and 430 ILCS 55/5 enable the Board of Trustees of the District (the "Board") to pass all necessary ordinances, including ordinances to recover the costs and expenses associated with hazardous materials clean up; and

WHEREAS, pursuant to said authority the Board had previously adopted Ordinance 2016-02 "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 reimburse the District at the maximum rates permitted by law for costs accruing to the District from services provided.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Bristol Kendall Fire Protection District, Kendall County, Illinois, as follows:

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

Section Two: That Section 2, 7(b) and 7(c) of Ordinance 2016-02 "Spiller Pays Ordinance" is amended to hereinafter to read as follows:

SECTION 2: DEFINITIONS: As used in this Ordinance, the following terms shall have the following meanings:

COSTS	All expenses incurred by the District or by another authorized emergency response agency for any removal or remedial action.
EMERGENCY RESPONSE AGENCY	A unit of local government, volunteer organization or other support agency including licensed hazardous waste contractors that provide one or more of the following services: (1) firefighting services; (2) emergency medical services; (3) emergency medical treatment or transportation; (4) hazardous materials response teams; (5) emergency service, disaster response or civil defense services; (6) public works or maintenance; (7) police agencies (federal, state or local); or (8) remediation, mitigation or disposal of hazardous materials by a hazardous waste contractor.
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 <i>et seq.</i>) 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.
MATERIALS INCIDENT	A situation involving an actual, suspected or possible hazardous material for which the Fire District or other emergency response agency must respond in order to ensure the safety of personnel or property.
MUTUAL AID	Any action taken by the Fire District or any public agency pursuant to an intergovernmental agreement, including, but not limited to agreements made as part of the Mutual Aid Box Alarm System (MABAS).
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, 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.

RESPONSE

Any removal or remedial action to a materials incident or other incident.

SECTION 7: COST AND PENALTIES

B. In addition, any such person shall be guilty of a violation of this Ordinance and shall be fined not less than two hundred dollars (\$200.00) nor more than fifteen hundred (\$1500.00) 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 (3) 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 MABAS agreement shall be as follows:

1. The cost of responding vehicles provided as determined by the District or any responding agency, but not to exceed \$250.00 per hour, 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 of remedial action, but not to exceed \$70.00 per firefighter 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 or at the request of the District or any responding agency, this includes, but is not limited to, any specialized equipment to handle new advancements in technology like electric car batteries, solar panels, and other alternative energy products; and
4. The cost of engaging third party vendors, as necessary depending on the nature and extent of the contamination, to clean any gear or equipment as may be necessary to continue the safe and effective use of such gear or equipment; and
5. The costs of service and/or goods provided by a private or public entity which are used, expended, depleted, or destroyed as a result of the response.

Section Three: Nothing in this Ordinance or Ord. 2016-02 shall preclude the assessment of fees or other charges pursuant to any other District Ordinance or resolution.

Section Four: The Board ratifies, reaffirms, and readopts all un-amended provisions of Ordinance 2016-02.

Section Five: The District reserves the right to pursue all remedies at law and equity to recover charges due and owing, including the use of the services of a collection agency.

Section Six. A copy of this Ordinance shall be made part of the public records of the District.

Section Seven. That all ordinances and parts of ordinances in conflict with or inconsistent with or inconsistent with the provisions of this Ordinance are hereby repealed to the extent of any such conflict or inconsistency.

Section Eight. That if any part or portion of this Ordinance shall be declared invalid by a court of competent jurisdiction, such partial invalidity shall not affect the remainder of this Ordinance.

Section Nine. That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED by the Board of Trustees of the Bristol Kendall Fire Protection District, Kendall County, Illinois this 13 day of November 2025, by roll call vote recorded as follows:

AYES: Johnson, Schwartz, Farren, Peterson

NAYES: N/A

ABSENT: Schlapp

SIGNED by the President of the Board of Trustees of the Bristol Kendall Fire Protection District, Kendall County, Illinois this 13 day of November 2025.



President, Board of Trustees
Bristol Kendall Fire Protection District

ATTEST:



Secretary, Board of Trustees
Bristol Kendall Fire Protection District

STATE OF ILLINOIS)
)
COUNTY OF KENDALL) SS

SECRETARY'S CERTIFICATE

I, Marty Schwartz, the duly qualified and acting Secretary of the Bristol Kendall Fire Protection District, Kendall County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

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which Ordinance was duly adopted by said District's Board of Trustees at a meeting held on the 13 day of November 2025.

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 requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 13 day of November 2025.



Secretary, Board of Trustees
Bristol Kendall Fire Protection District