

ALAMO TOWNSHIP
KALAMAZOO COUNTY, MICHIGAN

ORDINANCE NO. 49-M

AN ORDINANCE TO RECOVER THE COSTS OF RESPONSES FOR RECURRING MEDICAL EMERGENCIES AND FALSE ALARMS AT A SINGLE LOCATION; TO DEFRAY THE COSTS OF EQUIPMENT DAMAGED WHEN RESPONDING TO CERTAIN TYPES OF FIRES WHICH HAVE THE LIKELIHOOD OF RENDERING FIRE DEPARTMENT EQUIPMENT UNUSABLE; TO PROVIDE FOR THE CHARGING OF THE COSTS THEREOF AND REIMBURSEMENT TO THE TOWNSHIP THEREFOR; TO RECOVER COSTS OF RESPONSES FOR RECURRING FALSE ALARMS; TO REPEAL ALL ORDINANCES OR PARTS THEREOF INCONSISTENT THEREWITH AND TO ESTABLISH AN EFFECTIVE DATE.

ALAMO TOWNSHIP ORDAINS:

ARTICLE I
TITLE

This Ordinance shall be known and referred to as the Alamo Township Fire Department Special Circumstances Response Cost Recovery Ordinance.

ARTICLE II
PURPOSE

- a. Where the Township Fire Department is asked to respond to medical emergencies on a regular basis at a single location, the costs of responding regularly and beyond a certain number of responses at any one location, should be borne by the party or parties so benefiting.
- b. The Township recognizes that chemical fires in a commercial building will, due to the corrosive nature of such fires, destroy and render unusable otherwise functional equipment above and beyond any normal wear and tear associated with non-chemical fires. The costs of having to replace Fire Department equipment damaged beyond use because of a chemical fire in a commercial setting should be borne by the party or parties benefiting therefrom.
- c. Where the Township Fire Department is asked to respond to recurring false alarms from a monitored electronic security system at a single

location, the costs of responding regularly, and beyond a certain number of responses at any one location, shall be borne by the party or parties owning or in possession of the property from which the false alarms emanate.

ARTICLE III
EXCESSIVE RESPONSE FOR MEDICAL PURPOSES

In the event that the Alamo Township Fire Department is summoned to respond to a particular address or location more than three times in any one calendar year for medical emergencies, the owner and/or lessee of the address or location shall be liable to the Township for the costs of the Township Fire Department response as set, from time-to-time, by resolution of the Township Board. The costs shall be no more than the actual costs to the Township for the Fire Department's response.

ARTICLE IV
CHEMICAL FIRES IN A COMMERCIAL BUILDING

In the event of a chemical fire in a commercial building or on property used for commercial purposes, as opposed to residential or agricultural purposes, the owner and/or lessee of the address, building or location shall be responsible to Alamo Township for the full replacement costs of any equipment which before the fire was functional, undamaged, non-obsolete and capable of being reused for future fires without repair and which became damaged and essentially unusable again as a direct result of the corrosive nature of the chemical fire.

ARTICLE V
FALSE ALARMS

In the event that the Alamo Township Fire Department is summoned to respond to a particular address or location more than three times in any one calendar year for a false alarm received in connection with a monitored electronic security system, the party or parties owning or in possession of the property from which the false alarms emanate shall be liable to the Township for the costs of the Township Fire Department's response as set, from time-to-time, by Resolution of the Township Board. The costs shall be no more than the actual costs to the Township for the Fire Department's response.

ARTICLE VI
BILLING, PAYMENT/APPEALS

Following a response and/or services for which a party or parties are responsible to the Township, the Fire Chief shall submit a detailed listing of all known expenses to the Township Clerk. The Township Clerk shall prepare and send a bill by first-class mail to the responsible party as soon as practicable thereafter. The responsible party shall make full payment within 30 days of the date of the mailing of the bill. Any additional expenses that become subsequently known following the transmittal of the bill shall be billed in the same

manner as a supplemental bill and payable within 30 days of mailing thereafter. Where an incident involves more than one responsible party, all such parties shall be jointly and severally liable for the full amounts. For any amount due and owing and unpaid after 30 days of mailing, the Township shall impose a late charge of 1% per month or fraction thereof.

Any person receiving a bill may appeal to the Township Board, within the time limits for payment, and to what extent that individual is responsible for payment.

ARTICLE VII
NON-EXCLUSIVITY

The charges set forth herein shall not be inclusive of any other charges that may be made by the Township for the cost and expense of maintaining fire protection and other emergency services and shall be supplemental thereto. Charges may additionally be collected by the Township through taxation, special assessments or any other manner permitted by law.

ARTICLE VIII
FAILURE TO PAY; PROCEDURE TO RECOVER COSTS

The charges incurred for responding to any fire or suspected criminal activity which remain unpaid after 30 days of mailing shall be a lien against the premises to which the Fire Department responded and shall be collectible in the same manner as real property taxes.

ARTICLE IX
NON-EXCLUSIVITY OF REMEDIES

In addition to the remedies set forth hereinabove, the Township may pursue any and all other remedies permitted by law to collect the charges referenced herein. If the Township is required to institute suit to collect these charges and is successful in obtaining a Judgment against the responsible party or parties, that Judgment shall include interest at the statutory rate, costs of litigation and actual attorney's fees incurred by the Township.

ARTICLE X
REPEALER

All Ordinances or parts thereof in conflict herewith are hereby repealed and shall be of no further force and effect.

ARTICLE XI
SEVERABILITY

Any and all sections, terms, provisions and/or clauses herein shall be deemed independent and severable. Should any court of competent jurisdiction hold any section,

term, provision or clause void and/or invalid, all remaining sections, terms, provisions and/or clauses not held void and/or invalid shall continue in force and effect.

ARTICLE XII
EFFECTIVE DATE

This Ordinance shall take force and effect on _____, 2005.

CERTIFICATE

I, Garilyn Sportel, Clerk for Alamo Township, do hereby certify that the foregoing Alamo Township Ordinance No. 49-M was adopted by the Township Board at a regular meeting held on _____, 2005, and that the following is a record of the vote of the members of said Township Board on said Ordinance.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Garilyn Sportel
Township Clerk

ALAMO TOWNSHIP

KALAMAZOO COUNTY, MICHIGAN

RESOLUTION

WHEREAS, the Township Board of Alamo Township has passed Ordinance 49-M permitting the Township to recover the costs for responding to more than three medical emergencies or false alarms at one address or location within one calendar year; and

WHEREAS, Ordinance 49-M also permits the Township to recover the replacement cost of equipment damaged beyond usability in a chemical fire in a commercial location; and

WHEREAS, to recover the costs for responding to more than three medical emergencies or three false alarms at one address or location within one calendar year; and

WHEREAS, the schedule adopted herein represents the actual and reasonable costs to the Township;

NOW, THEREFORE, BE IT HEREBY RESOLVED, that Alamo Township does hereby adopt the rate of \$_____ per response for medical emergencies or false alarms at one address or location in excess of three per calendar year.

BE IT FURTHER RESOLVED that the Township may recover the actual replacement costs for the same or comparable equipment damaged beyond usability in a chemical fire at a commercial location.

BE IT FURTHER RESOLVED that the rate schedule adopted herein shall be effective beginning _____, 2005, and shall continue in full force and effect until further action by the Township Board.

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

At the regular Township Board meeting held on _____, 2005, it was moved by _____ and supported by _____ that the Resolution as set forth above be adopted. The roll call vote was as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAIN: _____

Garilyn Sportel
Township Clerk