

VILLAGE OF FOREST VIEW

ORDINANCE NO. 26-18

**ORDINANCE AMENDING TITLE 7 CHAPTER 6 OF THE FOREST VIEW VILLAGE
CODE BY ADDING SECTION 6 “SPECIALIZED RESCUE SERVICE FEES” AND
SECTION 7 “HAZARDOUS MATERIAL LEAKS AND SPILLS REQUIRING
REIMBURSEMENT”**

**PASSED AND APPROVED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF FOREST VIEW,
COOK COUNTY, ILLINOIS this
14th day of JULY, 2026**

**Published in pamphlet form by authority
Of the President and Board of Trustees
Of the Village of Forest View, Cook County,
Illinois this 14TH day of JULY, 2026.**

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WHEREAS, the President and Board of Trustees of the Village of Forest View designate public safety regulations for the Village; and

WHEREAS, regulations and fees need to be implemented to accommodate the changing needs of the Village and its residents and to defray the costs associate with the specialized rescue services, technical rescue services and hazardous material leaks and spills; and

WHEREAS, 65 ILCS 5/11-6-5, 65 ILCS 5/11-6-6 and 415 ILCS 5/1 et seq. provide that municipalities that operate a fire department charge reasonable fees for specialized rescue services, technical rescue services and hazardous materials leaks and spills and;

BE IT ORDAINED by the President and Board of Trustees of the Village of Forest View, Cook County, Illinois, as follows:

SECTION 1. Amendment. Title 7 Chapter 5 Section 6 and 7 of the Forest View Village Code is hereby added as follows:

7-5-6: SPECIALIZED RESCUE SERVICES FEES

Notwithstanding any other provision or rule of law, the village shall fix, charge, and collect reasonable fees for specialized rescue services provided by the fire department. The following persons or entities shall be jointly or jointly and severally liable for all costs of a specialized rescue services, as set forth herein:

1. The owner of the property on which the specialized rescue services occurred;
2. Any person involved in an activity that caused or contributed to the emergency;
3. In cases involving the rescue or recovery of an individual, the individual and his/her employer, if the person was acting in furtherance of the employer's interest; or
4. In cases involving the recovery of property, the owner of the property or any person having control or custody of the property at the time of the emergency.

Any party causing a specialized rescue service emergency response by a rescue team in a structural collapse rescue, tactical rescue, high angle rescue, underwater rescue and recovery, confined space rescue, below grade rescue or trench rescue who has been determined by the Occupational Safety and Health Administration or Illinois Department of Labor to be at fault, shall be responsible for and assume all liability for all of the following:

(1) Reimbursement in full for any and all costs incurred by the Village in connection with the operation, maintenance and staffing required to respond to such specialized rescue incident at the rate based upon 65 ILCS 11-6-5 of Illinois Municipal Code in effect at the time of the incident, regardless of residence status, at the maximum rate per hour, per vehicle, rounded up to the next full hour, including back-fill overtime costs, for each employee who participates in such response to a specialized rescue incident including any assisting governmental agencies and private contractors.

(2) Reimbursement in full for any and all replacement and/or repair costs incurred by the village for equipment and materials used, damaged, lost, spent, destroyed, or rendered irreparable in connection with a specialized rescue incident.

(3) Assumption of any and all liability and the costs for any cleanup or removal resulting from a specialized rescue incident including but not limited to any independent cleanup

contractor necessitated by such specialized rescue incident.

(4) Any administrative costs generated in conjunction with an expense recovery.

(5) The fire department shall prepare and forward to the person or persons causing or permitting a specialized rescue response or any person set forth in this section, a bill for the total costs and expenses incurred for which such person is responsible pursuant to this section; provided, however, any cost in connection with any independent cleanup contractor shall be billed directly by 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 two (2) percent per month. Any uncollected portion of the bill not paid after ninety (90) days will be forwarded to the village's collection agency.

7-5-7: REIMBURSEMENT FOR COSTS, EXPENSES AND FEES INVOLVED IN A HAZARDOUS MATERIALS RESPONSE.

1. DEFINITION OF WORDS AND PHRASES: The following words and phrases when used in this section shall have the meanings respectively ascribed to them, except when the context otherwise requires and except where another definition is set forth and applicable to that term or a designated part thereof.

COSTS: All expenses incurred by the village or by another emergency response agency for any removal, mitigation or remedial action required or determined necessary, rounded up to the next full hour. The full cost of all materials and equipment used, expended, depleted, destroyed, replaced, or removed from service as a result of a response shall be reimbursed to the village. Cost of vehicles, equipment, personnel or other services or goods provided by an independent

contractor or other emergency response agency shall be that as reasonable determined by said contractor or other emergency response agency. The fee schedules are outlined in section 4 G of this section.

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.A., Sections 1801 et seq.) or as defined in 415 ILCS 5/1 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.

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 or 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.

2. 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 but only to the extent that such release is made in accordance with all applicable laws, regulations and permit requirements and in such place or manner as to not create a substantial present or potential hazard to human health, property or the environment.

3. *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 village or affecting any public utility of the village or in response for assistance by or to aid any other emergency response agency, department, or authorized requesting authority. 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 of any substantial release of hazardous materials, as required by law.

c. The fire chief, during such time as response authority is vested in him, shall be authorized to utilize all village personnel and equipment and take such remedial or removal action as may be deemed necessary or appropriate to respond to the release or threatened release of hazardous material.

d. Liability For Costs: Notwithstanding any other provision or rule of law, and subject only to the defenses set forth in this section, the following persons shall be jointly and severally liable for all costs of removal and remedial action incurred by the village 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 from which there is a release or a substantial threat of release of such hazardous substances.

There shall be no liability under this chapter 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 resulting damages occurred under one (1) of the permitted defenses set forth in 415 ILCS 5/22.2(j).

The fire department shall prepare and forward to the person or entity a bill for the total costs and expenses incurred for which such person is a recipient of or responsible for the response; provided, however, any cost in connection with any independent cleanup contractor shall be billed directly by 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 two (2) percent per month. Any uncollected portion of the bill not paid after ninety (90) days will be forwarded to the village's collection agency. If more than one (1) person or entity is involved, each shall be jointly or jointly and severally liable for all costs incurred by the village.

e. Failure to Take Remedial Action: In addition to any other remedy provided herein

or in law, 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 response authority, or in accordance with any order of any court having jurisdiction of the matter, shall be liable to the village for any costs incurred by the village 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 village in accordance with this section. A separate offense shall be deemed committed for each day on which a violation occurs and continues.

f. Contractual Indemnification; Subrogation: No conveyance, transfer, sale, indemnification, hold harmless, or similar agreement shall be effective to release the owner or operator of any facility or vessel or any person who may be liable for a release or threat of release under this section from the liability imposed under this section. Nothing herein shall bar any agreement to insure, hold harmless or indemnify a party to such agreement for any liability under this section. Nothing in this section shall bar a cause of action that an owner or operator or any other person subject to liability under this section, or a guarantor, has or would have, by reason of subrogation or otherwise against any person.

g. Charges; in addition to any cost incurred by the village in response the following charges shall apply:

1. Level 1 - \$816.00. Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.

2. Level 2 - \$2,913.00. Intermediate Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and

detection equipment. Set-up and removal of decon center.

3. Level 3 - \$6,875.00. Advanced Response: Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, first responder set-up and command, Level A or B suit donning, breathing air and detection equipment and robot deployment. Set-up and removal of decon center, detection equipment, recovery, and identification of material. Disposal and environment clean up. Includes above in addition to any disposal rates of material and contaminated equipment and material used at scene. Includes three hours of on-scene.

4. Additional Time On-Scene (for all levels of service):

Engine: \$400.00 per hour

Truck: \$500.00 per hour

Miscellaneous Equipment: \$300.00 per hour

SECTION 2: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the Village of Forest View that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 3: Effective Date. This ordinance shall be in full force and effect starting the fiscal year after its adoption and approval in the manner provided by law.

PASSED BY THE FOLLOWING ROLL CALL this 14th day, of July, 2026.

AYES: Trustees Nitka, Sudkamp, Grossi, Castenuela

NAYS: NA

ABSENT: Trustees Hubacek, Nevarez

APPROVED this 14th day of July, 2026.

By:

David Liska
Village President

ATTEST:

Laura D. McGuffey
Village Clerk