

**BOROUGH OF EDGEWOOD  
ALLEGHENY COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 1080**

**AN ORDINANCE AMENDING THE BOROUGH'S CODE OF  
ORDINANCES, CHAPTER 17 BY ADDING EMERGENCY  
SERVICES COST RECOVERY, TO AUTHORIZE AND  
ESTABLISH RULES AND FEES ASSOCIATED WITH  
RECOVERY OF EMERGENCY SERVICES COSTS  
INCURRED BY EMERGENCY SERVICE PROVIDERS.**

**WHEREAS**, various entities provide emergency services to persons residing, working, and traveling in Edgewood Borough;

**WHEREAS**, considerable sums are expended by providers of emergency services for equipment, materials, staff and labor costs of fire;

**WHEREAS**, municipal services for general governmental operations, including prevention of crime and protection of the public safety generally, are provided as a function of the Edgewood Borough government, and are not intended to be affected by this Ordinance;

**WHEREAS**, providers of emergency services are authorized under the general laws of the Commonwealth to recover the usual, reasonable, and customary fees and charges for their services; and

**WHEREAS**, Edgewood Borough has determined that it is necessary and in the best interests of the Borough and those providing emergency services to establish regulations and specific authorization relating to payment of fees for services provided to mitigate the recouped costs of providing these essential public safety services to the Borough and its residents.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED**, and it is hereby ordained and enacted by the Council of the Borough of Edgewood, and with the authority of the same, as follows:

I. That the Edgewood Code of Ordinances, Chapter 17, is hereby amended to add a new part, Article III: Emergency Services Cost Recovery, to Authorize and Establish Rules and Fees associated with Recovery of Emergency Services Costs incurred by Emergency Service Providers, which shall read in full as follows:

**EMERGENCY SERVICES COST RECOVERY**

**§ 17-6 Definitions.**

**Emergency Service Provider**

The Edgewood Volunteer Fire Department or its designee(s), including but not limited to any other service provider or authorized emergency responder providing mutual aid or assistance, the Edgewood Police Department, the Edgewood Borough Public Works Department, providing emergency services, of any type, pursuant to a dispatch by the 911 system. These terms include but are not limited to any other Emergency Service Provider providing emergency services under a mutual aid agreement or request by the Fire Department, Borough, or its designee(s).

**Fire Department**

The Edgewood Volunteer Fire Department that provides all types of emergency services, and shall include, for purposes of authorization to invoice and recover fees for services, its Emergency Service Provider designees or contractors, and any other fire or emergency services entities of another municipality providing services under mutual aid agreement or dispatched under the 911 system.

**Person**

Any natural person(s), partnership, corporation, limited liability partnership or corporation, association, firm, or other legal entity.

**§ 17-7 Emergency Services Cost Recovery.**

- A. Fire Department is hereby authorized, pursuant to general laws and this Ordinance, to recover the usual, reasonable, and customary costs of materials used and expended, costs of equipment operation, including materials used for hazardous situation abatement, costs of special fire extinguishing agents used, and personnel services (including any administrative and/or contracted labor) used in or devoted to any fire, safety, rescue, and/or hazardous waste abatement incident and/or other emergency response incidents, including but not limited to, vehicular accidents and fires.
- B. Emergency Service Providers are hereby authorized, pursuant to general laws and this Ordinance, to recover from any responsible Person(s) or their Insurer the usual, reasonable, and customary costs of materials used and expended, use of equipment, personnel services, and transport costs used in or devoted to the provision of emergency services and emergency transport.
- C. It shall be the duty of the Fire Chief to generate an accurate incident report and invoice reflecting the reasonable costs incurred within twenty-four to seventy-two (24-72) hours from the date of the incident and transmit said invoice to an identified insurance carrier or a third-party billing service for collection of funds. Copies of all invoices shall be submitted to the Borough Manager and maintained as record by the Fire Department. Upon request, an invoice of itemized charges will be made available to the party being held liable for the cost recovery.
- D. A claim detailing the reasonable costs outlined above shall be filed with an identified insurance carrier directly to be recovered by the Fire Department or Emergency Service Provider, by an attorney, or through a third-party billing service acting as a contracted authorized agent for the collection of such costs. The identified insurance carrier shall remit

payment of invoiced costs, expenses, and fees directly to the Fire Department or Emergency Service Provider, as applicable. Notwithstanding the foregoing, the Borough reserves the right, under appropriate circumstances involving grossly negligent, reckless, or intentional conduct, in its sound discretion after weighing and considering the degree of fault and financial circumstances of the responsible Person(s), to authorize or seek to recover costs in whole or in part directly from the responsible Person(s).

- E. In addition to such costs, expenses, and fees, the Fire Department and Emergency Service Provider are authorized to impose interest or finance charges upon invoiced amounts not paid within thirty (30) days after the invoice date, at such rates as are authorized by the laws of Pennsylvania.
- F. In the event that any insurance carrier should fail to pay any invoice within thirty (30) days of the mailing or delivery of such notice of charges, the Fire Department and Emergency Service Provider, attorney, or third-party billing service who mailed or delivered the invoice may enforce the provisions of this chapter by turning to a third-party collection agency or, if deemed appropriate, may be enforced by filing a civil action at law in a Court of competent jurisdiction for the collection of any amounts due to Fire Department and Emergency Service Provider. However, Fire Department and Emergency Service Provider shall not be obligated to pursue collection efforts.
- G. In addition to such costs, expenses, and fees, in the event Fire Department and Emergency Service Provider are compelled to initiate private collection or legal proceedings to collect sums due, such Fire Department and Emergency Service Provider, in addition to all costs, expenses, fees, and interest or service charges due, shall be entitled to recover in such proceeding all attorney's fees, collection agency fees, filing fees, and litigation expenses reasonably incurred in the proceeding to the extent permitted by law.

- H. In the event that the Person(s) involved in an incident does/do not have insurance, the Edgewood Volunteer Fire Department will assume costs and those costs will be covered through the Department's operating budget. Nothing herein shall be interpreted to limit the Department's and Borough's exercise of its/their discretionary rights of direct recovery of fees and costs as reserved under sub-section D, above.
- I. Nothing in this chapter shall authorize Fire Department and Emergency Service Provider to refuse or delay an emergency response to any person, firm, organization or corporation due to the lack of insurance coverage or ability to pay for said emergency response.
- J. Except for recovery of costs incurred by the Borough, the Borough shall not be responsible for any aspect of the recovery of costs under this Part. The Borough shall have no obligation to assist the Edgewood Volunteer Fire Department or any third-party billing service in the recovery of costs set forth under this Part.

**§ 17-8 Fee Schedule.**

- A. The Fire Department shall establish and the Borough shall from time to time adopt by Resolution a Schedule of Fees and Costs, reflecting mitigation rates for the delivery of emergency and non-emergency services by the Fire Department for personnel, supplies and equipment to the scene of emergency and non-emergency incidents. The mitigation rates reflected in the Schedule of Fees and Costs shall be based on actual costs of the services and that which is usual, customary and reasonable (UCR), which may include any services, personnel, supplies, and equipment and with baselines established by addendum to this document.
- B. The Schedule(s) of Fees and Costs, included as "Attachment A" hereof, is hereby adopted, and it shall remain in full force and effect until amended by Borough Resolution from time to time.

C. The Fire Department and Emergency Service Providers shall from time to time, as appropriate, prepare, establish, and submit to the Borough for its approval and adoption by Resolution, proposed updated Schedule(s) of Fees and Costs for their respective services.

D. Such Schedules of Fees and Costs shall be posted at the Department's or Provider's business offices and shall be made available to persons upon request.

II. The provisions of this Ordinance shall be severable, and if any provision hereof shall be declared unconstitutional, illegal or invalid, such declaration shall not invalidate any of the remaining provisions of this Ordinance. It is hereby declared as a legislative intent of the Borough that this Ordinance would have been amended as if such unconstitutional, illegal or invalid provision or provisions had not been included herein.

III. That all ordinances or portions of ordinances which conflict with any of the provisions of this Ordinance are repealed to the extent of such inconsistency.

IV. That the provisions of this Ordinance shall take effect immediately upon being recorded in the Borough Ordinance Book and as otherwise provided by law.

ORDAINED and ENACTED into law this 21 day of February, 2023.

ATTEST:

**BOROUGH OF EDGEWOOD**



Rob Zahorchak  
Borough Manager



Justin Petrolia  
Council President

EXAMINED AND APPROVED by me this \_\_\_\_\_ day of \_\_\_\_\_, 2023.



Ryan O'Donnell, Mayor

Approved as to form by:



Thomas P. McDermott, Solicitor

## ATTACHMENT "A"

### MITIGATION RATES-SCHEDULE OF FEES BILLABLE PER HOUR

#### **MOTOR VEHICLE INCIDENTS**

##### **Level 1 - \$546.00**

Provide hazardous materials assessment and scene stabilization. This will be the most common "billing level". This occurs almost every time the fire department responds to an accident/incident.

##### **Level 2 - \$623.00**

Includes Level 1 services as well as clean up and material used (sorbents) for hazardous fluid clean up and disposal. We will bill at this level if the fire department has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident.

##### **Level 3 – CAR FIRE - \$760.00**

Provide scene safety, fire suppression, breathing air, rescue tools, hand tools, hose, tip use, foam, structure protection, and clean up gasoline or other automotive fluids that are spilled as a result of the accident/incident.

#### **ADD-ON SERVICES:**

##### **Extrication - \$1,641.00**

Includes heavy rescue tools, ropes, airbags, cribbing etc. This charge will be added if the fire department has to free/remove anyone from the vehicle(s) using any equipment. We will not bill at this level if the patient is simply unconscious and fire department is able to open the door to access the patient. This level is to be billed only if equipment is deployed.

##### **Creating a Landing Zone - \$502.00**

Includes Air Care (multi-engine company response, mutual aid, helicopter). We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).

**Itemized Response:** These incidents will be billed, itemized per apparatus, per personnel, plus products and equipment used.

#### **HAZMAT**

##### **Level 1 - \$881.00**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command.



**Level 2 - \$3,146.00**

**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.

**Level 3 – \$7,426.00**

**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 3 hours of on scene time - **each additional hour @ \$356.00 per HAZMAT team.**

**FIRE INVESTIGATION**

**Fire Investigation Team - \$346.00 per hour.**

**Includes:**

- Scene Safety
- Investigation
- Source Identification
- K-9/Arson Dog Unit
- Identification Equipment
- Mobile Detection Unit
- Fire Report

**The claim begins when the Fire Investigator responds to the incident and is billed for logged time only.**

**FIRES**

**Assignment - \$503.00 per hour, per engine / \$629.00 per hour, per truck**

**Includes:**

- Scene Safety
- Investigation
- Fire / Hazard Control

## **ILLEGAL FIRES**

### **Assignment - \$503.00 per hour, per engine / \$629.00 per hour, per truck**

When a fire is started by any person or persons that requires a fire department response during a time or season when fires are regulated or controlled by local or state rules, provisions or ordinances because of pollution or fire danger concerns, such person or persons will be liable for the fire department response at a cost not to exceed the actual expenses incurred by the fire department to respond and contain the fire. Similarly, if a fire is started where permits are required for such a fire and the permit was not obtained and the fire department is required to respond to contain the fire the responsible party will be liable for the response at a cost not to exceed the actual expenses incurred by the fire department. The actual expenses will include direct labor, equipment costs and any other costs that can be reasonably allocated to the cost of the response.

## **WATER INCIDENTS**

### **Level 1**

**Basic Response:** Claim will include engine response, first responder assignment, perimeter establishment, evacuations, first responder set-up and command, scene safety and investigation (including possible patient contact, hazard control).

**Billed at \$503 plus \$62 per hour, per rescue person.**

### **Level 2**

**Intermediate Response:** Includes Level 1 services as well as clean up and material used (sorbents), minor hazardous clean up and disposal. We will bill at this level if the fire department has to clean up small amounts of gasoline or other fluids that are spilled as a result of the incident.

**Billed at \$1,006 plus \$62 per hour, per rescue person.**

### **Level 3**

**Advanced Response:** Includes Level 1 and Level 2 services as well as D.A.R.T. activation, donning breathing apparatus and detection equipment. 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.

**Billed at \$2,489 plus \$62 per hour per rescue person, plus \$126 per hour per HAZMAT team member.**

### **Level 4**

**Itemized Response:** Each incident can be billed as an independent event with custom mitigation rates for each incident using itemized rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized, per trained rescue person, plus rescue products used.

### **BACK COUNTRY OR SPECIAL RESCUE**

**Itemized Response:** Each incident will be billed with custom mitigation rates deemed usual, customary and reasonable (UCR). These incidents will be billed, itemized per apparatus per hour, per trained rescue person per hour, plus rescue products used.

**Minimum billed \$503 for the first response vehicle plus \$62 per rescue person. Additional rates of \$503 per hour per response vehicle and \$62 per hour per rescue person.**

### **CHIEF RESPONSE**

This includes the set-up of Command and providing direction of the incident. This could include operations, safety, and administration of the incident.

**Billed at \$315 per hour.**

### **MISCELLANEOUS / ADDITIONAL TIME ON-SCENE**

#### **ADDITIONAL TIME ON-SCENE (for all levels of service)**

Engine billed at \$503 per hour.

Truck billed at \$629 per hour.

Miscellaneous equipment billed at \$378.

### **MITIGATION RATE NOTES**

The mitigation rates above are average “billing levels” for one hour of service, and are typical for the incident responses listed, however, when a claim is submitted, it may be itemized and based on the actual services provided. These average mitigation rates were determined by itemizing costs for a typical run (from the time a fire apparatus leaves the station until it returns to the station) and are based on the actual costs, using amortized schedules for apparatus (including useful life, equipment, repairs, and maintenance) and workers compensation insurance rates.

