

Town of Waldoboro, Maine

Fire Department Insurance Claim and Restitution Ordinance

Section 1. Title, Authority, Purposes, and Definitions

- A. Title - This ordinance shall be known and cited as the Waldoboro Fire Department Insurance Claim and Restitution Ordinance ("Ordinance").
- B. Authority - This Ordinance is adopted pursuant to municipal home rule ordinance authority and Title 30-A, M.R.S.A. Section 3001.
- C. Purposes - This Ordinance:
1. Protects all of the Residents and Individuals of Waldoboro by providing for the possible recovery of Costs the Waldoboro Fire Department (Waldoboro FD) incurs while performing rescue, safety, and fire suppression services in response to Incidents;
 2. Compensates the Town by giving the Waldoboro FD the authority to claim against available insurance policies or to seek an enforceable court-ordered judgment for restitution to recover material, labor, monetary, and consumables resources the Waldoboro FD uses to respond to Incidents;
 3. Promotes the health, safety, and general welfare of Residents and businesses;
 4. Ensures that Waldoboro FD services shall not be denied to, or withheld from, any Waldoboro Resident or Individual because insurance coverage is not existing; and
 5. Calls for the highest possible standards of Waldoboro FD services.
- D. Definitions
- Arson** means the criminal act of deliberately setting fire to property.

Automatic Mutual Aid Agreement means an agreement the Town may have with Friendship, Jefferson, Warren, Bremen, Nobleboro and other towns to provide Incident support or coverage on an as-needed basis.

Bomb Threat means verbal or written notice to detonate an explosive or incendiary device to cause property damage, death, or injuries, whether or not a device actually exists.

Costs means reasonably documented costs the Waldoboro FD incurs while providing scene services at an Incident. Costs may include Waldoboro FD labor and/or materials and

equipment. Costs may be comprised of unit Costs, which are appropriately extended based upon quantity. The Waldoboro Fire Chief shall determine and update Costs, unit Costs and extended Costs in cooperation with the Town's Finance Director and/or Manager. Fees for use of Waldoboro FD capital assets shall be based on the schedule contained in FEMA 44 CFR § 206.228 *Allowable Costs* as it may be updated from time-to-time. Billed labor shall be at prevailing Waldoboro FD hourly wages. The Waldoboro Fire Chief shall determine the costs of billed materials.

False Alarm means an alarm that causes the Waldoboro FD to respond to a non-existent Incident. A False Alarm may result from malfunctioning or improperly maintained or monitored equipment. A False Alarm shall not include an alarm transmission, which a power outage, electrical storm, or other weather-related malfunction causes.

Fireworks mean combustible or explosive devices used to produce a striking display of light or a loud noise. Fireworks may be used for signaling or as part of a celebration.

Hazardous Material means any item or agent (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.

Illegal Burning means Arson, a fire an Individual sets without a burning permit, or a fire that violates the conditions of a Maine Forest Service Open Burning Permit.

Incident means any emergency event within the physical boundaries of Waldoboro to which Lincoln County Communication Center dispatches the Waldoboro FD or to which the Waldoboro FD responds pursuant to a 911 call, or pursuant to the request of a State or local agency. Incidents may include, but are not limited to, False Alarms, fires, Motor Vehicle Accidents (including O.U.I accidents), Bomb Threats, Illegal Burnings, Arson, and fires resulting from violations of the Waldoboro Fireworks Ordinance, or violations of an Open Burning Permit. Incidents may or may not involve Waldoboro Residents or Individuals.

Incident Commander means the person determined to be responsible for all aspects of an Incident scene. Responsibilities include but are not limited to, controlling and directing responding Fire Department personnel, individuals, by-standers, on-lookers, and observers; defining Incident objectives; managing all Incident operations; and allocating or marshaling resources available at the scene of an Incident. Incident Commanders may be responsible for identifying Individuals-at-Fault or may enlist the assistance of others qualified to make such determinations.

Individual means any person, corporation, partnership, firm, organization, or other legal entity.

Individual-at-Fault means the person or persons responsible for causing an Incident that

requires a Waldoboro FD response.

Motor Vehicle Accident means any Incident involving one or more vehicles in collision with one another or with a pedestrian(s), animal(s), road debris, or with a stationary obstruction, such as a tree or utility pole. A Motor Vehicle Accident could require Waldoboro FD traffic control, extrication or other on-scene services.

O.U.I. means Operating Under the Influence of alcohol, drugs or other legal or illegal substance, which impairs one's ability to operate a vehicle.

Resident means any Individual domiciled in Town as of the date the Waldoboro FD renders services to such Individual.

Town means the Town of Waldoboro, Maine.

Waldoboro FD means Waldoboro Fire Department.

Waldoboro Fire Chief means the Chief of the Waldoboro FD and/or the individual the Town's Manager designates or appoints to be responsible for Waldoboro FD operations. The Waldoboro Fire Chief may be an Incident Commander. The Waldoboro Fire Chief may also be responsible for determining Individuals-at-Fault or may enlist the assistance of other agency officials.

<p style="text-align: center;"><u>Section 2: Applicability, Fault, Conflicts, Effective Date and Amendments.</u></p>

A. Applicability. This Ordinance shall govern:

1. Any Incident, occurring within the Town, to which the Waldoboro FD responds and pursuant to which the Waldoboro FD provides services. The Waldoboro FD may provide its services to Individuals and/or Residents and/or their property-
2. False Alarms that are intentional and pre-meditated.
3. Automatic alarm equipment that malfunctions more than three (3) times during a calendar year. Alarm malfunctions triggered by power outages, electrical storms or other weather-related occurrences shall not count.
4. Incidents resulting from an illegal activity or activities for which the Waldoboro FD, working with the Town Manager and the Town's legal counsel, is entitled to obtain and enforce a court-ordered judgment for restitution.

B. Fault and Insurance Coverage

1. Individuals or Residents that are party to an Incident and who own insurance policies covering emergency services shall cooperate fully with the Waldoboro Fire Chief and/or the Incident Commander by providing full and complete information about themselves (names, addresses, phone numbers and e-mail addresses) and about their insurance coverage, including policy numbers, and names and contact information for their underwriters and agents. The information provided shall enable the Waldoboro Fire Chief to file claims for recovery of Costs incurred during the Incident or, if warranted to bring an action for restitution.
2. In the event the Individual-at-Fault cannot be determined or insurance coverage is not available to cover the Incident, the Individuals to whom the Waldoboro FD provided services during the Incident shall not be liable for Costs. This Section shall not enjoin the Waldoboro FD from seeking restitution.
3. Unless required by law, the Waldoboro FD shall not have recourse for Cost recovery to the personal assets of a Resident or Individual, whether or not that person is an Individual-at-Fault. This Section shall not enjoin the Waldoboro FD from seeking restitution.

C. Filing Insurance Claims and Administration

1. Costs. The Waldoboro Fire Chief shall create and keep current a schedule of Waldoboro FD Costs and unit Costs relating to consumables, equipment and manpower. The Waldoboro Fire Chief shall use Costs to submit claims to insurance companies.
3. Filing Claims. The Waldoboro Fire Chief shall file insurance claims for each Incident not later than 30 days after the occurrence of the Incident if insurance covering the Incident is available.
3. The Waldoboro Fire Chief, with the consent of the Town Manager, may retain the services of a billing and collection company to file and collect insurance claims in order to recover Costs. The billing and collection company shall be enjoined from assuming cases for which the Waldoboro FD is seeking restitution. The Waldoboro Fire Chief shall ensure that the company providing billing and collection services shall be capable of generating reports acceptable to the Town Manager and the Town Finance Director.
4. Enforcement against Unpaid Claims. The Waldoboro Select Board, upon the recommendation of the Waldoboro Fire Chief and the Town Manager, may authorize legal action to collect insurance claims that remain outstanding for more than 60 days.
5. Claims Proceeds. All claims proceeds shall be made payable to the Town of Waldoboro and shall be deposited to the credit of the Waldoboro FD capital

reserve fund account. The Finance Director shall maintain a record of all such deposits and shall, when requested, report Waldoboro FD Capital Reserve Fund details to the Waldoboro Select Board.

- D. Effective Date - This Ordinance shall take effect immediately upon receiving the approval of a majority of Waldoboro voters casting their votes at open Town meeting or at referendum Town meeting.
- E. Amendments - The Select Board may amend the administrative procedures of this Ordinance after holding a public hearing. No such amendment shall materially alter the intent of this Ordinance.