Section 1. Title, Authority, Purposes, and Definitions

A. **Title** - This ordinance shall be known and cited as the Union Fire & Rescue 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 Union by providing for the possible recovery of Costs that Union Fire & Rescue (UFR) incurs while performing rescue, safety, and fire suppression services in response to Incidents;

2. Compensates the Town by giving Union Fire & Rescue 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 that Union Fire & Rescue uses to respond to Incidents;

3. Promotes the health, safety, and general welfare of Residents and businesses;

4. Ensures that Union Fire & Rescue services shall not be denied to, or withheld from, any Union Resident or Individual because insurance coverage is not existing; and

5. Calls for the highest possible standards of Union Fire & Rescue 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 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 Union Fire & Rescue incurs while providing scene services at an Incident. Costs may include Union Fire & Rescue labor and/or materials and equipment. Costs may be comprised of unit Costs, which are appropriately extended based upon quantity. Union Fire & Rescue Chiefs shall determine and update Costs, unit Costs and extended Costs in cooperation with the Town’s Treasurer and/or Manager. Fees for use of Union Fire & Rescue 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 Union Fire & Rescue hourly wages. Union Fire & Rescue Chiefs shall determine the costs of billed materials.

**False Alarm** means an alarm that causes Union Fire & Rescue 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** means 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 Union to which Knox Regional Communications Center dispatches Union Fire & Rescue or to which Union Fire & Rescue 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 State of Maine Statutes regarding Fireworks, or violations of an Open Burning Permit. Incidents may or may not involve Union 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, bystanders, onlookers, 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 Union Fire & Rescue 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 Union Fire & Rescue 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 Union Fire & Rescue renders services to such Individual.

**Town** means the Town of Union, Maine.
Union Fire & Rescue Chiefs means the Chiefs of Union Fire & Rescue and/or the individual the Town Manager designates or appoints to be responsible for Union Fire & Rescue operations, who may be an Incident Commander. The Union Fire & Rescue Chiefs may also be responsible for determining Individuals-at-Fault or may enlist the assistance of other agency officials.

Section 2: Applicability, Fault, Conflicts, Effective Date and Amendments.

A. Applicability. This Ordinance shall govern:

1. Any Incident, occurring within the Town, to which Union Fire & Rescue responds and pursuant to which Union Fire & Rescue provides services. Union Fire & Rescue may provide services to Individuals and/or Residents and/or their property.

2. False Alarms that are intentional and premeditated.

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 illegal activity or activities for which Union Fire & Rescue, 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 who are party to an Incident and who own insurance policies covering emergency services shall cooperate fully with Union Fire & Rescue Chiefs 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 Union Fire & Rescue Chiefs 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 Individual(s) to whom Union Fire & Rescue provided services during the Incident shall not be liable for Costs. This Section shall not enjoin Union Fire & Rescue from seeking restitution.

3. Unless required by law, Union Fire & Rescue 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 Union Fire & Rescue from seeking restitution.

C. Filing Insurance Claims and Administration

1. Costs. Union Fire & Rescue Chiefs shall create and keep current a schedule of
Union Fire & Rescue Costs and unit Costs relating to consumables, equipment, and manpower. Union Fire & Rescue Chiefs shall use Costs to submit claims to insurance companies.

2. Filing Claims. Union Fire & Rescue Chiefs 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. Union Fire & Rescue Chiefs, 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 Union Fire & Rescue is seeking restitution. Union Fire & Rescue Chiefs shall ensure that the company providing billing and collection services shall be capable of generating reports acceptable to the Town Manager and the Town Treasurer.

4. Enforcement against Unpaid Claims. The Union Board of Selectmen, upon the recommendation of Union Fire & Rescue Chiefs 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 Union and shall be deposited to the credit of Union Fire & Rescue capital reserve fund account. The Treasurer shall maintain a record of all such deposits and shall, when requested, report Union Fire & Rescue Capital Reserve Fund details to the Union Board of Selectmen.

D. Effective Date - This Ordinance shall take effect immediately upon receiving the approval of a majority of Union voters casting their votes at open Town meeting or at referendum Town meeting.

E. Amendments - The Board of Selectmen may amend the administrative procedures of this Ordinance after holding a public hearing. No such amendment shall materially alter the intent of this Ordinance.