



Town of Hermon

Public Safety Meeting Room

December 7, 2023

Town Council Meeting

7:00 PM

AGENDA

To watch Council Meetings go to [hermonmaine.gov](http://hermonmaine.gov) click Council click Town Council Meetings click Zoom

Please see the complete video at [Town Council Meetings | Hermon \(hermonmaine.gov\)](http://Town Council Meetings | Hermon (hermonmaine.gov))

**\*\*\*ALL ITEMS ARE SUBJECT TO APPROPRIATE COUNCIL ACTION\*\*\***

- I. CALL TO ORDER BY CHAIRPERSON:**
- II. PLEDGE OF ALLEGIANCE:**
- III. ROLL CALL:**
- IV. PUBLIC ITEMS OR COMMENTS: *(ITEMS NOT ALREADY ON THE AGENDA)***
- V. REVIEW CONSENT CALENDAR: REGULAR BUSINESS, APPOINTMENTS, SIGNATURES, AND APPROVAL OF MINUTES:**
  - MINUTES -APPROVE 11/9/23
  - SIGNATURES -APPROVE
  - RESOLVES -SIGN
  - WARRANTS -SIGN 11/24/2023, 12/8/2023
- VI. NEWS, PRESENTATIONS AND RECOGNITIONS:**
- VII. PUBLIC HEARINGS:**
- VIII. COMMITTEE REPORTS:**



**IX. SCHEDULED AGENDA ITEMS:**

**A. OLD BUSINESS:**

**B. NEW BUSINESS:**

**FR23-24-08** Consider approving transfer of funds from reserve to expense account for Fire Department furniture

**FR23-24-09** Consider approving funds for the CPKC Holiday Train event

**R23-24-11** Consider scheduling a public hearing on the Comprehensive Plan

**C. WORKSHOPS:**

**Discussion on Fire Department cost recover billing – Chief Sullivan**

**D. OTHER ITEMS: (FROM TABLE PACKAGE)**

**X. APPOINTMENTS:**

**XI. MANAGER STATUS REPORT:**

**XII. FINAL PUBLIC ITEMS OR COMMENT: (ITEMS NOT ALREADY ON THE AGENDA)**

**XIII. COUNCIL ITEMS:**

**XIV. EXECUTIVE SESSION:**

**XV. ADJOURNMENT:**

**Please see the complete video at [Town Council Meetings | Hermon \(hermonmaine.gov\)](https://www.hermonmaine.gov)**

**Explanatory note #1:** All items in the CONSENT CALENDAR are considered routine and are proposed for adoption by the Town Council with one motion without DISCUSSION or deliberation. If DISCUSSION on any item is desired, any member of the Council or public may request the removal of an item for it to be placed in the regular agenda prior to the motion to approve the Consent Agenda.

**Explanatory Note #2:** In the interest of effect decision-making: At 10:00 p.m., the Chairman shall poll the Council and Town Manager to identify remaining items which shall be carried forward to the next Regular Meeting.

**Explanatory Note #3:** A Councilor who feels the need for the Council excusing his/her absence will make the request to the Town Manager or the Town Clerk prior to the meeting.



Town of Hermon  
Public Safety Meeting Room  
November 9, 2023  
Town Council Meeting  
7:00 PM  
MINUTES

To watch Council Meetings go to [hermonmaine.gov](http://hermonmaine.gov) click Council click Town Council Meetings click Zoom  
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**\*\*\*ALL ITEMS ARE SUBJECT TO APPROPRIATE COUNCIL ACTION\*\*\***

**I. CALL TO ORDER BY CHAIRPERSON:**

**II. PLEDGE OF ALLEGIANCE:**

Chair Murphy led those in attendance in the Pledge of Allegiance

**III. ROLL CALL:**

**Members Present:** Richard Cyr, Christopher Gray, Danielle Haggerty, Ronald Murphy, John Snyder III and Steven Thomas

**Members Absent:** Derek Wood: Excused

**Others Present:** Town Manager Joshua Berry, Town Clerk Kristen Cushman, 10 residents/guests

**IV. PUBLIC ITEMS OR COMMENTS: (ITEMS NOT ALREADY ON THE AGENDA)**

- **Greg Newell, Stage Rd: Parent Advisory Committee and the Recreation Dept had a Trunk or Treat event on October 29th at the Hermon High School parking lot with approximately 1500 people attending the event. Thank you to all involved: Recreation Dept and the Fire Department for bringing a fire truck.**
- **Tony Reynolds, Route 2: During the budget season it was stated there would be a minimal tax increase and you missed your mark. Where are you going to spend a 1.5 million dollars?**
- **Carol Lackedy, Route 2: Stated she has been working with Hawk's Deli for a bottle redemption drop location at this site and now found out it is not allowed. How can this be changed?**



Looking for an indoor place for the food pantry for the winter so food can be given out and not need to cancel due to weather.

CP Rail Train is coming the week of Thanksgiving to bring awareness to food insecurity. The money and food donated will go to Neighbors Supporting Neighbors food pantry.

**V. REVIEW CONSENT CALENDAR: REGULAR BUSINESS, APPOINTMENTS, SIGNATURES, AND APPROVAL OF MINUTES:**

|            |          |                         |
|------------|----------|-------------------------|
| MINUTES    | -APPROVE | 10/12/23                |
| SIGNATURES | -APPROVE |                         |
| RESOLVES   | -SIGN    |                         |
| WARRANTS   | -SIGN    | 10/27/2023 & 11/10/2023 |

Councilor Snyder moved to approve the Consent Calendar as presented. Councilor Cyr seconded the motion. Motion passes 6-0.

**VI. NEWS, PRESENTATIONS AND RECOGNITIONS:**

**Traffic plan for the holiday train- Shelby Reynolds**

The Canadian Pacific Holiday train is coming back this year. As you may know, this fund-raising event presented by the Canadian Pacific Railway will assist in alleviating food insecurity regionally by coordinating business and local donations for a local food bank. The Holiday Train will feature entertainers, music, and a community presentation. The train will be making its stop here in Hermon at 11:30 on November 21<sup>st</sup>.

Maine DOT requires approval of a road closure for this event. As you can see on the traffic control plan, we are planning for a road closure on Coldbrook Road from 11:00 am to 12:45 pm. Coldbrook Road will be closed between Dave’s Way and Autocar Lane with Coldbrook Road traffic detouring through the business park. Changeable message signs will be located at the Route 2, Coldbrook Rd and Odlin Rd. intersections. Appropriate detour signage will also be placed. Chief Sullivan has worked diligently to create the safest & most logical traffic control plan that also correlates with the railway. We will have several public safety personnel in various locations for traffic control and management.



**VII. PUBLIC HEARINGS:**

- **Hold Public Hearing – MCCL Inc dba The Sports Arena new liquor license**

**Chair Murphy opened the public hearing at 7:14PM. No public comments were given. The hearing closed at 7:14PM.**

- **Hold Public Hearing – CPKC Holiday Train event**

**Chair Murphy opened the public hearing at 7:15PM. No public comments were given. The hearing closed at 7:15PM.**

**VIII. COMMITTEE REPORTS:**

**IX. SCHEDULED AGENDA ITEMS:**

**A. OLD BUSINESS:**

**B. NEW BUSINESS:**

**R23-24-09 Consider approving CPKC Holiday Train event**

**Councilor Snyder moved to approve R23-24-09. Councilor Gray seconded the motion. The motion was accepted. Motion passes 6-0.**

**R23-24-10 Consider approving MCCL, Inc dba The Sports Arena new liquor license**

**Councilor Snyder moved to approve R23-24-10. Councilor Cyr seconded the motion. The motion was accepted. Motion passes 6-0.**

**R23-24-11 Consider approving the Coldbrook Road Closure & Traffic Plan for the CPKC Holiday Train event**

**Councilor Haggerty moved to approve R23-24-11. Councilor Snyder seconded the motion. The motion was accepted. Motion passes 6-0.**

**FR23-24-07 Consider approving transfer from Highway Reserve Account to Highway Reserve Expense Account for Emergency repairs to Annis Rd**

**Councilor Snyder moved to approve FR23-24-07. Councilor Cyr seconded the motion. The motion was accepted. Motion passes 6-0.**



O23-24-04 Consider approving a 180-day extension to Solar Moratorium

**Councilor Haggerty:**

**Leasing land to solar farms is financially enticing for landowners. Hearing stories of people being offered as much as \$3,000 an acre each year for 25 years, is tempting.**

**As a council, it is our responsibility to keep the town's best interest in mind. There are many items to consider, such as impact on job growth in our town, impact on valuations, industrial lost opportunity cost, environmental risks, and financial risk.**

**Solar farms are exempt from property taxes and personal property taxes. Instead of the landowner paying property taxes, the State taxpayers are responsible through a state program. Instead of collecting 100%, through this program the town only collects 50-55% of the Solar Farm's evaluation. There is no guarantee this State program will stay funded at the same level for the 25-to-30-year life of the solar farm.**

**Last year the state had a program that froze senior's property taxes. Without warning, the legislature did away with the program for seniors. Where would we be if the state's payments to the town for solar farms drops to 25% or even to 0%, as it did for seniors?**

**It is my responsibility to learn from experience. It is evident to me, the State of Maine does not have the best interest of our community in mind, and they will abruptly change policy and leave our residents, businesses, landowners, solar farm owners, and community responsible.**

**I believe it is unwise to place Hermon in a position where the State dictates this portion of our revenue. I suggest we schedule a time to discuss the option of banning solar farms in Hermon.**

**Councilor Thomas moved to approve O23-24-04. Councilor Haggerty seconded the motion. The motion was accepted. Motion passes 6-0.**

**C. WORKSHOPS:**

**D. OTHER ITEMS: (FROM TABLE PACKAGE)**

**X. APPOINTMENTS:**



**XI. MANAGER STATUS REPORT:**

- **Office will be closed November 10, 2023 in honor of Veterans Day**
- **Thank you to the Clerks and staff and election staff for all the work that goes into the election. Every year there is fine tuning to the election and it is going very well down there. Appreciate all the work that goes into election. It's quite a process with the state requirements. There were 1704 voters at the November 7, 2023 election.**
- **We have also been in discussion with the school about holding our voting at the elementary school. The elementary gymnasium is the best place logistically for the town. We are not a large facility community, but we need to make do with what we have. We have exhausted every resource possible, in my opinion. The latest communication has been with Principal Walsh at the high school to see if there is an option to potentially hold the election at the high school while getting some of the high school students involved in the election process. We are always looking for ways to improve that. Especially learning the elementary chose to take a remote day on election day. We want to have a great working relationship with Superintendent Mich Grant. He has been very helpful when planning these events. We are working on that because I know the conversation comes up regularly.**
- **SJ Rollins will be installing the speakers soon and should be ready for the December meeting.**
- **CIP discussion will start in December.**
- **Budget discussion with Mr. Reynolds is always helpful and what was voted on at Annual Town Meeting is what was raised for taxes.**
- **Joint meeting with the Council and Planning Board will be in December with a date to be determined.**

**XII. FINAL PUBLIC ITEMS OR COMMENT: (ITEMS NOT ALREADY ON THE AGENDA)**

**Carol Lakedy, Route 2: How can I find out about the bottle drop location at Hawk's Deli?**

**Josh Berry: Through Jessefa Murphy, the code officer**

**XIII. COUNCIL ITEMS:**

**Danielle Haggerty: Just an update on financial, in preparation for the upcoming budget. The School Committee approved a financial goal to keep funding at the town level at 0% increase. (They are looking at not increasing the amount the town would contribute towards the school next year).**

**Richard Cyr: Thank you to Chief Sullivan for help with my wife.**



**Chris Gray: Would like to revisit the cost recovery billing for the Fire Department.  
12<sup>th</sup> Annual Shriners Christmas tree festival will be coming up.**

**Ronald Murphy: Wish everyone a Happy Thanksgiving.  
Congratulations to the new Fire Department hires, to the Fire Chief on  
the new fire truck.**

**XIV. EXECUTIVE SESSION:**

**XV. ADJOURNMENT:**

**Councilor Thomas moved to adjourn the meeting at 7:40 PM. Councilor Snyder seconded.  
With no objection the meeting was adjourned at 7:40 PM.**

**Respectfully Submitted,**

**Kristen Cushman  
Town Clerk**

**Please see the complete video at Town Council Meetings | Hermon ([hermonmaine.gov](http://hermonmaine.gov))**

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**FR23-24-08**

Be it resolved by the Hermon Town Council in Town Council assembled to authorize the Town Manager, or his designee, to transfer up to \$15,000.00 from the Public Safety Building Reserve Account (HERM17) to the Public Safety Building Reserve Expense Account (E 30-17-57-17) to purchase new bunkroom furniture and outfit bunkrooms for 24/7 operations.

**SIGNED this December 7, 2023, by the Hermon Town Council:**

\_\_\_\_\_  
Ronald Murphy

\_\_\_\_\_  
Steven Thomas

\_\_\_\_\_  
Richard Cyr

\_\_\_\_\_  
Christopher Gray

\_\_\_\_\_  
Danielle Haggerty

\_\_\_\_\_  
John Snyder III

\_\_\_\_\_  
Derek Wood

Attest Original: \_\_\_\_\_

|             |           |           |
|-------------|-----------|-----------|
| Motion_____ | Yeas_____ |           |
| Second_____ | Nays_____ | Date_____ |



**FR23-24-09**

Be it resolved by the Hermon Town Council in Town Council assembled to authorize the Town Manager, or his designee, to utilize up to \$1,810.00 from the Town Council Projects Expense Account (E 10-10-04-01) for the CPKC Holiday Train event.

\_\_\_\_\_

**SIGNED this December 7, 2023, by the Hermon Town Council:**

\_\_\_\_\_  
Ronald Murphy

\_\_\_\_\_  
Steven Thomas

\_\_\_\_\_  
Richard Cyr

\_\_\_\_\_  
Christopher Gray

\_\_\_\_\_  
Danielle Haggerty

\_\_\_\_\_  
John Snyder III

\_\_\_\_\_  
Derek Wood

Attest Original: \_\_\_\_\_

|              |            |            |
|--------------|------------|------------|
| Motion _____ | Yeas _____ |            |
| Second _____ | Nays _____ | Date _____ |



November 30, 2023

Memo: Comprehensive Plan Public Hearing Request

To: Josh Berry

Josh,

The *State of Maine Growth Management Act Title 30-A* requires a public process for review and comment regarding the Comprehensive Plan at a public hearing with Council vote to confirm our submission.

The approval process includes sending our plan to the State of Maine Department of Agriculture after a successful vote to make sure it meets with the State requirements in the law before acceptance.

I am requesting an agenda item on the December 7<sup>th</sup> Council Agenda to set January 18, 2024 as the public hearing date.

Thanks,

A handwritten signature in black ink that reads "Scott Perkins".

Scott Perkins  
DECD Director  
(207) 848-1010 (office)  
(207) 852-2403 (cell)  
SPerkins@Hermonmaine.gov

**Mailing address**  
333 Billings Road  
Hermon, ME 04401

**Physical Address:**  
333 Billings Rd  
Hermon, ME 04401

**Telephone: 207 848-1010**  
**FAX: 207 848-3316**  
**Website: [www.Hermonmaine.gov](http://www.Hermonmaine.gov)**



**R23-24-11**

Be it resolved by the Hermon Town Council in Town Council assembled the authorization to schedule a public hearing for review and hear comments on the Comprehensive Plan on Thursday, January 18, 2024.

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**SIGNED this November 7, 2023, by the Hermon Town Council:**

\_\_\_\_\_  
Ronald Murphy

\_\_\_\_\_  
Steven Thomas

\_\_\_\_\_  
Richard Cyr

\_\_\_\_\_  
Christopher Gray

\_\_\_\_\_  
Danielle Haggerty

\_\_\_\_\_  
John Snyder III

\_\_\_\_\_  
Derek Wood

Attest Original: \_\_\_\_\_

Motion \_\_\_\_\_

Yeas \_\_\_\_\_

Second \_\_\_\_\_

Nays \_\_\_\_\_

Date \_\_\_\_\_



THIS COST RECOVERY AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between Central Maine Cost Recovery LLC ("CMCR LLC") and TOWN OF HERMON MAINE, ACTING BY AND THROUGH ITS FIRE DEPARTMENT. ("Client").

In consideration of the promises and other mutual obligations undertaken herein, the parties hereby agree as follows:

1. Services. CMCR LLC will exercise its best efforts to obtain reimbursement for Client's Fire Department service charges authorized pursuant to department policy authority. CMCR LLC shall prepare and submit on behalf of Client all claims for third party payment to the appropriate insurance company for services provided by Client. All such claims shall be submitted by CMCR LLC in the Client's name. Claims will be submitted either electronically or by means of paper submission as directed by the third-party payor. Client hereby expressly authorizes CMCR LLC to submit claims on its behalf in accordance with this Agreement. Payment of all claims filed on behalf of the Client shall be directed to CMCR LLC, and the Client's percentage as set forth in Section 3 will then be forwarded to the Client as set forth in Section 3.
2. Term. The commencement date of this Agreement is the date of its execution by both parties (the "Commencement Date"). The term of this Agreement shall run from the Commencement Date, for one full year, and shall automatically renew for a term of three (3) years, unless (a) either party provides the other party with written notice of its election not to renew, which notice must be received at least thirty (30) days prior to the expiration of the then current term, or (b) sooner terminated as provided in Section 9.
3. Compensation. As consideration for the services performed by CMCR LLC hereunder, CMCR LLC shall retain the greater of: a \$25.00 processing fee per claim submitted, or 20% per processed paid claim. with the remaining 80% being paid to the Client. CMCR LLC shall forward to Client its proportionate share of any funds recovered. With each payment, CMCR LLC shall deduct expenses, including but not limited to: State of Maine crash report cost, registered letters, electronic payment processing fees, CMCR Fees, and provide a summary accounting of each processed claim so that Client is able to confirm that it is receiving its proportionate share of any funds recovered. Further information to substantiate a processed paid claim shall be timely provided by CMCR LLC to the Client upon the Client's request.



4. Client Responsibility. Client shall be responsible for ensuring that CMCR LLC is provided with all necessary records and information from which to submit the claim and shall reasonably cooperate with CMCR LLC as may be necessary to permit CMCR LLC to perform its duties hereunder. Client shall also be responsible for ensuring the accuracy and completeness and appropriateness of service for which a bill will be submitted. CMCR LLC shall have no liability or responsibility whatsoever regarding the accuracy or completeness and appropriateness of services rendered by Client.
- a. Client agrees to submit a detailed incident report to CMCR LLC for any and all incidents where its Fire Department has been dispatched and a claim is to be generated pursuant to the Department policy, as may be amended.
  - b. When the Client is unable to obtain the at-fault party or parties' insurance information at the scene and CMCR LLC is required to purchase a Crash Report, any and all Crash Report fees charged to CMCR LLC will be deducted from the Client's monthly reimbursement check.
5. Client Acknowledgement. Client acknowledges and agrees as follows:
- a. The ultimate responsibility for all claims submitted is that of the Client, and the Client shall remain responsible for subsequent correction, adjustment, regardless of reason.
  - b. The submission of false, fraudulent or misleading data, information, or statements to third party payors in connection with billing/cost recovery and claims submission is a crime and can subject the violator to imprisonment and fines. Client shall indemnify and hold CMCR LLC, its owners, managers, and employees harmless from and against any claims submitted on behalf of and in the name of the Client for which Client has provided CMCR LLC false, fraudulent, incomplete, misleading, or otherwise incorrect information or data, including, but not limited to, the processing of claims pursuant to Section 4 above.
  - c. Nothing herein shall waive or is deemed to waive the immunities and limitations of liability afforded to Client in the Maine Tort Claims Act, 14 M.R.S. § 8101 et seq.
  - d. Client shall be responsible for maintaining all original source documents to enable it to verify and document the claims submitted to third party payors (whether such claims are submitted in paper or electronic form).
6. Compliance with Laws and Regulations. It is expressly understood and agreed that both parties, in performance with their duties hereunder, will comply with all applicable laws and regulations. All patient information and data provided by the Client to CMCR LLC shall be kept confidential and shall not be disclosed to anyone outside of CMCR LLC other than to the extent necessary for CMCR LLC to process and submit claims for the Client.
- a. Both parties agree to maintain appropriate compliance records and assure their completeness, security, and safety.



- b. Both parties agree to uphold and maintain HIPAA compliance and standards at all times. Appropriate policies and procedures shall be maintained so as to ensure security and safety of any and all protected health information.
  - c. Information deemed confidential by law shall be protected against unlawful disclosure, and CMCR LLC shall indemnify Client for any such unauthorized disclosure.
7. Insurance. CMCR LLC shall maintain and keep in full force and effect at all times during the term of this Agreement a policy of general liability insurance, a Cyber Liability insurance policy, and an Errors and Omissions insurance policy, all with an insurance company licensed to do business in the State of Maine. CMCR LLC shall provide Client with a copy of the certificate evidencing such insurances upon request.
8. Exclusivity. Client agrees that throughout the term of this Agreement, CMCR LLC will be the sole and exclusive provider of cost recovery/billing services to Client pursuant to Fire Department Policy, as may be amended, and Client will not hire or engage any other cost recovery/billing or similar company for such services. This does not apply to EMS billing.
9. Termination. This Agreement may be terminated as follows:
  - a. Termination for Cause. If a party reasonably believes the other is not complying with Federal, State or local laws, regulations, or guidelines affecting the other's practice or submission of claims to third party payers, that party may terminate this Agreement within fourteen (14) days after written notice to the other party.
  - b. Termination for Convenience. Either party may terminate this Agreement, without cause, at any time by giving the other party written notice at least thirty (30) days in advance.
  - c. Effect of Termination. Upon termination or expiration of this Agreement, by either party, CMCR LLC, at its sole option, may continue to process those claims for which CMCR LLC has already commenced processing and CMCR LLC shall be paid the normal rate for each such claim in accordance with Section 2 herein, including all claims submitted by any source during the term of this Agreement.
10. Assignment. This Agreement may not be assigned or sublet without the prior written consent of the customer.
11. Governing Law. This Agreement shall be governed by interpreted and construed in accordance with the laws of the State of Maine.



12. Force Majeure. It is mutually agreed that in the performance of all duties by each party to this Agreement, time is of the essence. However, performance of duties may be impeded by occurrences beyond the control of one or both parties, from events, such as, but not limited to: flood, fire, earthquake, hurricane, blizzard, tornado, pandemic, or other natural disasters, explosion, riots, act of terrorism, computer hardware or software failures or breakdowns, failure in communication equipment, or similar causes or occurrences beyond the reasonable control of either party.

13. Amendment and Entire Agreement. This Agreement may only be amended in writing and signed by both parties. This Agreement constitutes the entire understanding and agreement between the parties regarding the matters discussed herein and supersedes any and all prior understandings and agreements, whether written or oral, regarding the subject matter hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

CLIENT – TOWN OF HERMON MAINE, THROUGH IT'S FIRE DEPARTMENT.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CMCR LLC

By: Bill Wentworth

Title: Customer Relations Manager

Date: \_\_\_\_\_



**Article 13. COST RECOVERY FOR SERVICES (#10)**

**Section 1301. Purpose.** The City is engaged in providing fire suppression, fire and public safety, and other emergency response services, and in consideration of services rendered, desires to establish the restitution policy for fire and public safety services as set forth in this Article.

**Section 1302. Authority.** This Article is adopted pursuant to and consistent with the Municipal Home Rule Powers as provided for in Article VIII, Part 2, Section 1, of the Constitution of the State of Maine, and Title 30-A M.R.S.A. § 3001.

**Section 1303. Applicability**

**Section 1303.1.** The provisions of this Article shall govern all emergency and non-emergency incident scenes to which the Brewer Fire and/or Police Departments are dispatched or requested by the Penobscot County Communication Center, written mutual aid agreement, or any State or local agency including, but not limited to: control or confine hazardous materials; extinguish fire; respond to motor vehicle/traffic incident; remove or mitigate safety hazards; or provide overall scene safety.

**Section 1303.2.** This Article shall be applicable to all individuals or entities who receive emergency or non-emergency services provided by the Brewer Fire and/or Police Departments, as specified in this Article.

**Section 1304. Responsibility.** Parties to any incident to which this Article is applicable (i.e., "Responsible Party") shall provide the Brewer Public Safety Director and/or Incident Commander with sufficient personal and insurance information, including, but not limited to policy numbers and contact information for their underwriters and agents, to enable the City of Brewer to file claims with the Responsible Party's insurance carrier(s) or a third-party agency to recover the costs incurred during the incident.

**Section 1305. Establishment of Fees.** The Brewer Public Safety Director shall establish and update as needed a schedule of fees for the delivery of emergency and non-emergency services by the Brewer Fire and Police Departments for personnel, supplies, and equipment to the scene of emergency and non-emergency incidents. The schedule of fees shall be based on actual costs of the services and that which is usual, customary, and reasonable, which may include any

Brewer City Ordinances  
Chapter 9 - Art. 13  
Sec. 1305 - 1310

services, personnel, supplies, and equipment and may also include costs incurred by other City departments participating in the incident response.

**Section 1306.**            **Restitution and Billing Procedure.**

**Section 1306.1** .        The City may seek restitution for costs of City services by filing claims with the Responsible Party's insurance company. The City is authorized to enter into a cost recovery agreement with a third-party billing company for the billing and collection of fees for Fire Department services through the filing of insurance claims. All such claims shall be submitted in the name of the City. The City shall only seek restitution for services from insured individuals or companies.

**Section 1306.2.**        The Finance Director is authorized to institute legal action to collect insurance claims that remain outstanding for more than 60 days. Any legal and late fees associated with the attempt to collect outstanding payments incurred by the City shall be added to and in addition to the original claim. The Finance Director is authorized to write off claims, when a claim is not paid with a valid reason (e.g., insured but not at fault, not covered) or if all attempts to contact the insurance company fail by any common method available.

**Section 1307.**        Administration and Enforcement. It shall be the duty of any third-party billing company with a valid cost recovery agreement with the City to effectively pursue the requirements of this Article for payment of services rendered by the City as specifically outlined herein.

**Section 1309.**        Insurance Requirements. The third-party billing company shall at all times have valid General Liability insurance policy, a Cyber Liability policy, an Errors and Omissions Policy, and the City shall be named as an additional insured on such policies.

**Section 1310.**        Severability. Sections of this Article shall be deemed severable. In the event any section, clause, or provision of this Article is declared invalid, the same shall not affect the validity of this Article as a whole or any part thereof other than the part so declared to be invalid.

Brewer City Ordinances  
Chapter 9 - Art. 13  
Sec. 1311

**Section 1311.** Conflict with Other Sections. This Article shall not in any way impair or remove the necessity of compliance with any other applicable rule, ordinance, regulation, bylaw, permit, or provision of law.

**END OF CHAPTER NOTATIONS - CHAPTER 9**

1. enacted 12/10/02, effective 12/15/02 (2002-C062)
2. enacted 07/15/03, effective 07/20/03 (2003-C011)
3. enacted 02/10/04, effective 02/15/04 (2003-C024)
4. enacted 12/06/05, effective 12/11/05 (2005-C024)
5. enacted 12/19/06, effective 12/24/06 (2006-C013)
6. enacted 03/02/10, effective 03/07/10 (2010-C001)
7. enacted 11/14/11, effective 11/19/11 (2011-C013)
8. enacted 09/11/12, effective 09/11/12 (2012-C014)
9. enacted 01/14/13, effective 01/19/13 (2013-C001)
10. enacted 03/09/21, effective 03/14/21 (2021-C001)

**City of Brewer  
Public Safety Incident  
COST RECOVERY FEE SCHEDULE**

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**1. Equipment**

- 1.1. All equipment will be billed for minimum of 1 hour and rounded up to nearest hour.
- 1.2. Ladder Truck - \$350.00 per hour
- 1.3. Pumper Engine - \$250.00 per hour
- 1.4. Pickup Truck, Water Tanker, Grass/Brush Unit, ATV, Boat, Other Responding Machinery and Vehicles - \$100.00 per hour
- 1.5. Special Operations Trailer - \$75.00 flat fee
- 1.6. Small Equipment (e.g. chain saw, vent saw, generator, fan, pump, lighting, etc.) - \$25 per hour

**2. Personnel**

- 2.1. All personnel costs will be per person per hour for a minimum of 1 hour and rounded up to the nearest hour.
- 2.2. Line staff (Firefighter, Police Officer, etc.) - \$35.00
- 2.3. Command staff (Sergeant, Captain, Lieutenant, Foreman, etc.) - \$40.00
- 2.4. Public Safety Director, Deputy Fire Chief, Deputy Police Chief, Dept. Head - \$45.00

**3. Motor Vehicle Incidents**

- 3.1. Level I - \$450 plus Equipment and Personnel. Provide hazard assessment, scene safety, incident stabilization, traffic management, and basic incident command. This will be the most common "billing level". This occurs almost every time the City responds to an accident/incident.
- 3.2. Level II - \$550 plus Equipment and Personnel. Includes Level I services as well as hazardous fluid clean up and/or debris cleanup. We will bill at this level if the City has to clean up any gasoline or other automotive fluids that are spilled as a result of the accident/incident. Cost includes 25lbs of speedy dry and/or 50 absorbent pads; additional will be billed extra.
- 3.3. Level III - \$800 plus Equipment and Personnel. Includes Level I and II services as well as vehicle stabilization and/or lifting using specialized equipment, which can include, but is not limited to, any of the following: blocking wheels, removing air from wheels, and/or using any cribbing/struts/chains/rope/come-a-long/winch.
- 3.4. Vehicle Fire - \$750 plus Equipment and Personnel. Includes Level I and II services as well as fire suppression. Level III services (besides blocking wheels) would be an additional \$250. Using saws or hydraulic tools to access engine compartment, passenger compartment, or storage areas (if not able to open freely) for the purpose of extinguishment or overhaul will be an additional \$250. Firefighting foam beyond 5 gallons would be extra.

#### **4. Hazmat Incidents**

- 4.1. Level I - \$450 plus Equipment and Personnel. Provide engine response, first responder assignment, set-up and command, perimeter establishment, evacuations.
- 4.2. Level II - \$2,000 plus Equipment and Personnel. Includes Level I services as well as hazmat certified team and appropriate equipment, Level A or B suit donning, breathing air and detection equipment, set-up and removal of decon center.
- 4.3. Level III – \$4,000 plus Equipment and Personnel. Includes Level I and II services as well as robot deployment, recovery and identification of material, disposal and environment clean up.

#### **5. Illegal Fires**

- 5.1. When a fire is started intentionally/illegally by any person or persons, including where a permit is required for such a fire and the permit was not obtained, and the City is required to respond to contain the fire, the responsible party will be liable for the response at a cost not to exceed a \$450 mobilization fee plus the Equipment and Personnel expenses incurred by the City as well as the cost of any consumable items and third-party services required.

#### **6. Miscellaneous Public Safety Incidents**

- 6.1. When emergency response is required for an incident not covered in Sections 3, 4, or 5 above, the responsible party will be liable for the response at a cost not to exceed a \$450 mobilization fee plus the Equipment and Personnel expenses incurred by the City as well as the cost of any consumable items and third-party services required.

#### **7. Add-on services**

- 7.1. Extrication - \$1,000 flat fee. This charge will be added if the City has to free/remove anyone from the vehicle(s) using any hydraulic rescue tools or saws. This includes but is not limited to opening an inoperable door, removing a door, removing the roof, cutting any part of the vehicle including glass, dash displacement/roll, seat removal, and pedal removal.
- 7.2. Technical Rescue - \$250 per hour. This charge will be added if the incident response requires the use of specialized rescue equipment including stabilization struts, airbags, ropes, rescue hardware, a litter, confined space equipment, etc.
- 7.3. Landing Zone - \$400 flat fee. We will bill at this level any time a helicopter landing zone is created and/or is utilized to transport the patient(s).
- 7.4. Third-party good and services – at cost. The City will bill for the cost of any third-party goods or services required to respond to an incident.



## Levant Fire Department

**"Home of Spark Pug"**

**3917 Union St. Levant, Me 04456**

**884-7574**

**[www.Levantpublicsafety.net](http://www.Levantpublicsafety.net)**

*Levant Fire Billing Policy*

This policy is adopted pursuant to municipal home rule ordinance authority and title 30-A M.R.S.A Section 301.

The following service will be billed for when provided by Levant Fire Department.

**Hazmat incidents**

**Traffic Control at Motor Vehicle Accidents**

**Debris Cleanup at Motor Vehicle Accidents**

**Extrication/Use of JAWS**

**Vehicle Fire Suppression**

**Response to other town as primary when no other town apparatus responds.**

The town of Levant Board members will review and adopt fee schedules mentioned below yearly, and authorize Central Maine Cost Recovery to perform third party billing for the town of Levant.

**The following fee schedules will be put in place effective 10/1/19-**

\$200 Flat fee for all responses, minimum of 1 hour for all personnel and apparatus, and ¼ hour increments there after.

**Personnel Fees-**

Chief-\$30 per hour

Other Officers- \$25 per hour

Firefighters-\$20 per hour

### **Apparatus Fees**

Engine Response- \$275 per hour

Brush Truck Response- \$100 per hour

Rescue Truck Response-\$200 per hour

Jaws Use \$750 per hour

False Alarm responses to towns outside of Levant-\$100 per incident, fee will increase another \$50 per incident charge thereafter.

Late fee charged to billed incident to begin at 60 days-the fee for late charges will be \$35. Any associated legal fees are the responsibility of at fault party.

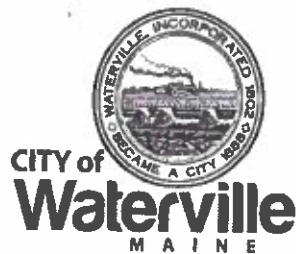
Below are the listing of Levant Fire Department's apparatus

-Engine/Tanker 444-Primary Engine and Tanker to all incidents

-Engine 442- Secondary Engine to all calls/Standby Truck

-Rescue-448 Rescue with Jaws, primary to all Motor Vehicle Accidents

-Brush Truck 446-Primary to all wildland incidents, utility vehicle.



## PUBLIC SAFETY ORDINANCE

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#### Article. V. Penalties.



## ARTICLE I. FIRE PREVENTION

\*State law references: Regulation of open burning, 12 M.S.R.A. §§ 9321-9326.

### Sec. 1-1. Codes adopted.

The city hereby adopts under authority of Title 30-A MRSA section 3003, for the purpose of prescribing regulations and governing conditions hazardous to life and property from fire or explosion, those certain codes known as the International Building Code, the latest edition of the Uniform Fire Code (*N.F.P.A. 1*), and the latest edition of the Life Safety Code (*N.F.P.A. 101*), as recommended by the National Fire Protection Association, being the whole thereof, of which codes not less than one (1) copy has been and is now filed in the office of the clerk of the city and the same are hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this section shall take effect, the provisions thereof shall be controlling within the limits of the city.

### Sec. 1-2. Application and interpretation of codes.

Wherever there appear inconsistent provisions between the Uniform Fire Code and the Life Safety Code, the stricter or more stringent of the provisions shall apply and prevail. The fire chief or his designee, in his discretion, shall determine which of the two (2) provisions is the stricter or more stringent, and the same shall apply.

### Sec. 1-3. Power to modify codes; recording required.

The Fire Chief or his designee shall have power to modify any of the provisions of the Uniform Fire Code and Life Safety Code upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the codes, provided that the spirit of the codes shall be observed, public safety secured, and substantial justice done. The particulars of such modification when granted or allowed and the decision of the Fire Chief or his designee thereon shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

### Sec. 1-4. Storage limits of flammable materials above ground.

The limits and above ground storage practices of flammable/combustible liquids or gases shall be made compliant to appropriate Code regulations. In addition, the locations of above ground storage shall be subject to the Zoning Ordinances of the City of Waterville.

### Sec. 1-5. Placement of dumpsters.

Any dumpster must be placed at least twenty (20) feet from any surrounding building, unless the owner of the dumpster obtains a permit from the fire chief or his designee. Such permit shall be granted if the proposed location of the dumpster does not present a fire danger to surrounding buildings.

### Sec. 1-6. Unauthorized use of dumpster.

No one may place garbage or trash in a privately-owned waste receptacle without the express permission of the owner. No one may place garbage or trash gathered from a residence or place of business in a publicly-owned waste receptacle.

*Cross references:* Solid Waste Ordinance of the City of Waterville.

**Sec. 1-7. Cost Recovery Billing Authorized.**

Any person and/or business who shall receive fire department services requested by such person or on behalf of such person by any other person acting in good faith and in the interest of the health or safety of such service shall pay to the City of Waterville a fee for services in accordance with Section 1-12 of this ordinance.

**Sec. 1-8. Billable Costs Associated with Personnel and Apparatus:**

- Response to fire permit violations;
- Response to a hazardous materials incident;
- Response to a vehicle crash and/or vehicle fire;
- Response to an aircraft crash and/or aircraft fire;
- Response to false fire and/or sprinkler alarms;
- Response to a water related emergencies;
- Standby for utility lines in the roadway;
- Any other incident as determined by the Fire Chief.

**Sec. 1-9. Cost Recovery Billing:**

The City shall use a third-party billing agency for claims made to insurance companies as provided by law and shall add other type incidents as allowed by law.

**Sec. 1-10. Denial of Services:**

Fire Department services shall not be denied to or withheld from any entity because of lack of insurance or refusal of payment.

**Sec. 1-11. Cost Recovery Billing Rates & Fees:**

The City Manager with assistance from the Fire Chief shall be responsible for presenting recommendations of a fee schedule to the City Council. Such fee schedule is to be amended from time to time by majority vote of the Waterville City Council.

**Sec. 1-12. Revenues:**

All revenues received shall be placed in the Fire Rescue Reserve Account to the accounts limit of \$150,000.00 as set by the City Council. Any amount received above this limit shall be placed in City of Waterville General Fund or as directed by the Waterville City Council.

**Sec. 1-13. Emergency Medical Services:**

Section 1-7. through Section 1-13 of this ordinance does not pertain to emergency medical services billing or response.

**ARTICLE II. POLICE**

**Sec. 2-1. Removal of nuisances, obstructions, impediments, inflammable matter from public ways.**

The police chief or his officers shall, from time to time, inspect the streets of the city and shall order the removal or cause to be removed therefrom all nuisances, obstructions, impediments, and matter which may be dangerous on account of liability to catch fire. Such removal shall be at the expense of the person depositing the same, should he be known, otherwise at the expense of

the city. The owner or occupant of premises so ordered to remove such matter shall obey the order within twenty-four (24) hours.

Sec. 2-2. Delegation of municipal officers' power to the chief of police to authorize law enforcement officers to represent the municipality in the District Court, District Seven, Division of Northern Kennebec.

In accordance with the authority granted in 30 M.R.S.A. section 2361, subsection 3, the City Council does hereby delegate its power to the Chief of Police to authorize certain law enforcement officers to represent the City in District Court, District Seven, Division of Northern Kennebec, in the prosecution of alleged violations of ordinances which the officers may enforce.

Only those law enforcement officers who are certified by the Maine Criminal Justice Academy under 25 M.R.S.A. section 2308, subsection 3-A may represent the City of Waterville under the provisions of this section 20-7. The authority and assignment of law enforcement officers hereunder shall be the responsibility of the Chief of Police or the Deputy Chief of Police. The city solicitor shall be provided at least seven (7) days prior to hearing with a listing of all docketed matters citing the specific ordinances involved.

Sec. 2-3. Police officers subject to call; report.

The police officers shall at all times, either by day or night, be subject to be called upon by the Chief of Police or his designee to assist in quelling any riot or disturbance or arresting any offenders, or to perform any other duties of policemen that may be required of them, and they shall daily report all arrests and other acts performed by them to the chief of police.

Sec. 2-4. Permission to perform certain acts outside city limits.

Waterville Police Officers are authorized to perform the following acts outside the city limits:

- a. Arrest without a warrant a person who has committed in the officer's presence or is committing in the officer's presence a Class A, B, or C crime defined in Title 17-A chapters 9, 11, 13, 17, 27, or 33, as amended, while the officer is on or off duty; or
- b. Arrest without a warrant a person for a crime committed in the city:
  - (1) If the arrest is made as part of an ongoing criminal investigation made by an officer while on duty and assigned to the investigation;
  - (2) If the law enforcement agency of a foreign municipality in which the arrest is to be made is notified in advance; and
  - (3) If the arrest is authorized by Title 17-A, section 15, subsection 1, paragraph A, as amended.

As used in this section, the phrase "committed in the officer's presence or is committing in the officer's presence" has the same meaning as provided in Title 17-A, section 15, subsection 2, as amended.

### **ARTICLE III. PUBLIC ASSEMBLIES**

Sec. 3-1. Meetings involving fewer than ten (10) people.

For any meeting on City owned property reasonably expected to involve fewer than ten (10) people no advance notice to the City need be given.

Sec. 3-2. Meetings involving between ten (10) and fifty (50) people.

For any meeting on City owned property reasonably expected to involve between ten (10) and fifty (50) people advance written notice of the meeting shall be given to the Police Department

and to the Department of Parks and Recreation. The notice shall be given no later than the first announcement of the meeting and shall include the following:

- a. A precise description of the City land to be used.
- b. The type of meeting.
- c. The date, time and duration of the meeting.
- d. Name, address, telephone number and e-mail address (if available) of the organizer of the meeting.

**Sec. 3-3. Meetings involving more than fifty (50) people.**

For any meeting on City owned property reasonably expected to involve more than fifty (50) people a permit must first be obtained from the chief of police or his designee. The request for a permit must be made no later than the first announcement of the meeting and shall include the information required when notice of a meeting is given. The permit shall be granted but may be subject to time, manner and place restrictions for pedestrian and traffic safety purposes. The permit may also require the provision of temporary sanitation facilities according to the size and duration of the meeting. Regardless of the size of the meeting, the meeting cannot interfere with prior scheduled uses of the same property. Also, the use shall not interfere with the public's right to make reasonable use of city or private property. No damage shall be caused to vegetation, equipment, buildings, fences or other amenities on city or private property.

**ARTICLE IV. MISCELLANEOUS OFFENSES**

**Sec. 4-1. Discharge of firearms.**

No person shall discharge any firearms, including air rifles, except in self-defense, in execution of the laws, or for the destruction of some dangerous animal:

- (a) In, upon or over any of the streets, lanes or public squares;
- (b) In, upon or over any privately owned premises without the express permission of the owner of the premises, and unless the firing is directed into a natural or artificial barrier having a sufficient depth and area to stop the missile discharged.

**Sec. 4-2. Bow and arrow.**

- (a) No person may be on the property of another (including city property) while in the possession of a bow and arrow unless the person is in the presence of the owner, or has the current written permission of the owner, which permission must be carried on the person.
- (b) For city property, permission must be obtained from the director of public works or his designee, who will issue permits limited in time and location according to the needs of public safety.
- (c) This article shall not apply to the transportation of a bow and arrow in a motor vehicle, nor to archery events sponsored by the city or any school or college.

**Sec. 4-3. Curfew – Definitions.**

For purposes of sections 4-3--4-3.4, the terms, phrases, words, and their derivations shall have the meaning given herein. All of those rules of construction contained in Article I, Sec. 1-1 of the Administrative Ordinance of the City of Waterville shall be fully applicable to these curfew provisions.

*Custodian* is any person over the age of eighteen (18) who is acting instead of the parent or guardian of a minor.

*Guardian* is any person other than the parent who has legal guardianship of a minor.

*Minor* shall mean any person under the age of sixteen (16).

*Parent* is the natural or adoptive parent of a minor.

*Public place* shall mean any street, alley, town way, sidewalk, park area, playground, or place to which the general public has access and right to use such place for business, entertainment, amusement or other lawful purposes, a public place for business, by way of example, but not by limitation, includes parking areas of shopping malls and the Concourse area, and areas adjacent to restaurants and places of amusements.

Sec. 4-3.1. Curfew -- For minors.

It shall be unlawful for any minor to remain, wander, stroll, or play in any public place either on foot or in or on any vehicle, self-propelled or otherwise, in, about, or upon any public place in the city between the hours of 10:00 p.m. and 6:00 a.m. However, the provisions of this section do not apply if a minor is accompanied by a parent, guardian, or custodian of a minor child, or a minor is on an emergency errand or specific business or activity either directed or permitted by the parent, guardian or custodian of the minor or where the presence of such minor is connected with or required by some legitimate employment or occupation.

Sec. 4-3.2. Curfew -- Parents' responsibility.

It shall be unlawful for the parent, guardian or custodian of any minor to suffer or permit, or by negligent or inefficient control to allow, such minor to be in any public place within the hours set for minors in Sec. 4-3.1. However, the provisions of this section do not apply if a minor is accompanied by a parent, guardian, or custodian or if the minor is on an emergency errand or specific business or activity directed or permitted by his parent, guardian, or custodian, or if the parent, guardian, or custodian has notified the police department that the minor is a missing person.

Sec. 4-3.3. Curfew -- Violation; procedures.

- (a) Any police officer ascertaining that a minor is in violation of Sec. 4-3.1 shall direct or take the minor to the minor's home. The police officer shall forthwith attempt to contact with the minor's parents and advise the parent of the curfew violation.
- (b) The police officer shall complete a written report of the violation and detail all action taken.

Sec. 4-3.4. Curfew -- Penalties.

The first violation of the curfew shall result in a notification of violation to the parent, guardian, or custodian. A second violation shall result in a citation and a summons to the parent, guardian, or custodian to the district court for violation of the curfew and shall be subject to a fine of twenty-five dollars (\$25.00). Every violation resulting in a citation and a summons to court after the issuance of the first citation and summons shall carry an additional fine of twenty-five dollars (\$25.00) up to a maximum of one hundred dollars (\$100.00). Thereafter, each citation and summons shall carry a fine of not less than one hundred dollars (\$100.00) to be paid by the parent, guardian or custodian.

Sec. 4-4. Park hours established; use of parks restricted; penalty.

For the purpose of maintaining all public parks in the City, it is hereby enacted that all parks shall be opened to the public every day from 6:00 a.m. to 12:00 midnight, unless otherwise posted by the director of parks and recreation. Any and all persons in the parks at any time other than the designated hours herein shall be considered trespassing and unlawfully on city property and subject to prosecution under this section; provided however, this section shall not apply when a permit allowing for different hours is issued under Article III of this ordinance.

**ARTICLE V. PENALTIES**

Violation of any of the provisions set forth in this ordinance shall be in accord with the civil penalties provided for in Sec. 2-9 of the Administrative Ordinance of the City of Waterville.

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**APPROVED**

Waterville City Council  
Effective: February 3, 2007  
(Ordinance 24-2006)

**WATERVILLE FIRE DEPARTMENT**  
**Schedule of Fees**  
**Administrative and Operational**

| <b>1. Operational, Standby, and Special Assessment Fees</b>  |          |
|--|----------|
| The Department Chief or his/her representative shall be responsible for issuance of permits, invoices and/or agreements regarding operational costs assessed to public or private enterprises. This may include private fire hydrant testing, mutual aid costs, restitution, standby firefighters, officers and equipment, including emergency response and suppression costs and standby fees. These fees or costs will be assessed at the following rates: |          |
| a. Firefighter/EMT, Firefighter/AEMT, Firefighter/Paramedic – per hour, or any portion of an hour  | \$40.00  |
| b. Fire Officers– per hour, or any portion of an hour  | \$45.00  |
| c. Equipment   |          |
| Small equipment, generators, pumps, lighting, etc. – per hour, or any portion of an hour.  | \$25.00  |
| Pumper under 1000 GPM, ambulances, medical rescue vehicles or other special equipment such as water tankers, utility units, grass/brush units, support units, etc. – per hour, or any portion of an hour.  | \$100.00 |
| Pumper 1000 GPM or over – per hour, or any portion of an hour  | \$250.00 |
| Hazmat apparatus, Tower Truck, etc. or any other special equipment or apparatus not already specified (support trailers are included in cost) – per hour, or any portion of an hour.   | \$350.00 |
| Personally Owned Vehicles – per vehicle  | \$50.00  |
| <b>2. Minimum Fees</b>   |          |
| a. If a schedule standby crew is cancelled after arriving at an event, there shall be a fee assessed equal to two hours for personnel and one hour for apparatus.  |          |
| b. If a scheduled event runs short of the original scheduled time, there shall be a minimum charge of two hours for each crew member or the actual time at the event, whichever is greater. The apparatus will be billed for the actual time at the event.   |          |
| c. If an event is scheduled less than seven days prior to the event, personnel fees shall be charged at 1.5 times the hourly rate. The apparatus fees will be charged at the regular rate.   |          |
| d. The responsible officer may waive, decrease, or increase fees and costs depending on the use and/or activity and Fire Code requirements.  |          |

| <b>3. Automobile and Equipment Accident/Extrication Fees</b>   |           |
|--|-----------|
| The Waterville Fire Department may charge for vehicle extrication fees for motor vehicle accidents involving private passenger vehicles and large commercial vehicles unless Item 7 below applies. These fees shall be billed to the automobile insurance companies on behalf of the accident victim.  |           |
| a. Fire suppression – minimum fee. Beyond one hour, operational fees apply.  | \$450.00  |
| b. Removal of the roof   | \$250.00  |
| c. Rolling of the dash or cutting of structural posts  | \$250.00  |
| d. Tunneling, floor pan cutting  | \$250.00  |
| e. Removal of each door, the steering column, brake, or clutch pedal   | \$150.00  |
| f. Stabilization, cribbing of the vehicle  | \$150.00  |
| g. Battery disconnect  | \$25.00   |
| h. Stopping flow of, damming, diking, or general cleanup of hazardous substances   | \$200.00  |
| i. Creating a helicopter landing zone  | \$400.00  |
| <b>4. Haz-Mat Response Fees</b>  |           |
| Level 1- Basic Response: Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up and command. WFD considers this response a "Forward Team."   | \$750.00  |
| Level 2- 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. Consumable items are additional cost.   | \$2750.00 |
| Level 3- 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. 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 will be billed at \$500.00 per hour or any portion of an hour. Consumable items are additional cost. | \$6750.00 |
| <b>5. Technical Rescue Response/Standby</b>  |           |
| The Waterville Fire Department may charge for responses that involve the use of specialized rescue equipment including stabilization struts, airbags, ropes, rescue hardware, a liter, confined space equipment, boats, jet skis or other equipment as determined by the Fire Chief.   |           |
| a. Use of equipment during scheduled standby – per hour (item 4 costs apply)   | \$50.00   |
| b. Use of technical rescue equipment during emergency response – per hour  | \$250.00  |