

**AGENDA**  
**CITY COUNCIL OF THE CITY OF BATH, MAINE**  
Regular Meeting

Wednesday, October 6, 2021, 6:00 p.m.  
City Council Chambers, Bath City Hall

*We encourage your comments and views and appreciate your participation in your local government.*

A. Pledge of Allegiance

B. Roll Call

C. Public Hearings:

D. Consent Agenda:

*(Items as marked with an asterisk (\*) on the agenda shall be considered routine matters not requiring debate. In the case of items marked with an asterisk, the motion as stated in parenthesis following the items on the agenda shall be considered to have been passed by the City Council as part of the Consent Agenda. Any Councilor wishing to have any item so marked with an asterisk removed from the Consent Agenda shall have the unlimited right to do so at any time prior to the vote by Council on the Consent Agenda. If such an item is removed from the Consent Agenda, it shall be dealt with in the normal course of the meeting.)*

\*1) Minutes of the previous Bath City Council Meeting of September 1, 2021 (motion to accept as presented)

E. Time Devoted to Residents to Address the City Council:

F. Orders, Resolutions and Ordinances:

2) **ORDER:** Prepare Election Warrant to notify inhabitants of the City of Bath of the State Referendum Election to be held on Tuesday, November 2, 2021, to vote on 1 Citizen Initiative, 1 Bond Issue and 1 Constitutional Amendment

3) **ORDER:** Prepare Election Warrant to notify inhabitants of the City of Bath of the Municipal Election to be held on Tuesday, November 2, 2021, for City Councilors to be Elected, Ward 2, 3, and 4, 3 Year Terms and Charter Amendment

4) **ORDER:** Prepare Election Warrant to notify inhabitants of the City of Bath of the RSU#1, Board of Directors Election held on Tuesday, November 2, 2021, for 2 Unrestricted-Residence Positions

5) **ORDER:** Registrar of Voters' hours for the November 2, 2021, State Referendum, Municipal and RSU#1, Board of Directors' Elections.

6) **ORDER:** Authorizing purchase of excavator

7) **ORDER:** Approving sale by bid of 45 Windjammer Way

8) **ORDER:** Approving Authorization BIW Tax Increment Financing District Budget (FY 2022)

9) **ORDER:** Approving Authorization Wing Farm TIF District Budget (FY 2022)

10) **ORDER:** Approving Authorization Downtown TIF District Budget (FY 2022)

11) **ORDINANCE:** General Assistance Ordinance: Chapter 8A. With Maximums for October 1, 2021 to September 30, 2022 *(first passage)*

12) **ORDINANCE:** Approving Fire Captains' Contract *(first passage)*

13) **ORDINANCE:** LUC Map Amendment- 94 Richardson Street (Map 31, Lot 58) *(first passage)*

14) **ORDINANCE:** LUC Map Amendment- Richardson Street (Map 31, Lot 58) and 136 Western Avenue (Map 31, Lot 59) *(first passage)*

G. Petitions & Communications:

H. City Manager's Report:

I. Committee Reports:

J. Unfinished Business:

K. New Business:

15) Reappointment of Andrew Omo term to expire 9/2024 to Planning Board  
Reappointment of Pamela Murray term to expire 9/2024 to Zoning Board of Appeals

L. Councilor Announcements:

## **EXECUTIVE SESSION**

Real Estate Matters per 1 MRSA §405(6)(C)

Personnel Matters per 1 MRSA §405(6)(A)

**ADJOURN**

DI

**REGULAR MEETING MINUTES  
CITY COUNCIL OF THE CITY OF BATH, MAINE**

Wednesday, September 1, 2021, 6:00 PM

**Regular Meeting**

Present: Councilor Ambrosino, Councilor Bailey, Councilor Paulhus was absent, Councilor Nordmann, Councilor Leonard, Vice Chairperson DeChant, Councilor Bauer, Councilor Dingley, and Chairperson Park.

Also, in attendance, the Interim City Manager, Marc Meyers, City Solicitor, Roger Therriault, and City Clerk, Darci Wheeler

Chairperson Park led the Pledge of Allegiance, City Clerk Darci Wheeler called the Roll.

Chairperson Park presented City Manager Peter Owen with a Proclamation and City Chair for his 21 years and 10 months of service with the City of Bath.

C: Public Hearing 6:05pm:

1) Remote Meeting Participation Policy

**PUBLIC HEARING NOTICE**

City of Bath City Council

The City Council of the City of Bath shall hold a Public Hearing on Wednesday, September 1, 2021, at 6:00 pm, at City Hall, 55 Front St., Bath, Maine. The purpose of this meeting is regarding a Remote Meeting Policy for the City of Bath City Council.

**REMOTE PARTICIPATION POLICY**

**Bath City Council**

Pursuant to 1 M.R.S. Section 403-B, the Bath City Council (the "Council") adopts this policy for remote participation in public meetings and proceedings.

**PURPOSE**

The purpose of this policy is to provide a framework for when remote participation is allowed for members of the Council as well as members of the public and to outline acceptable methods of remote communication.

**A. LIMITED IN SCOPE**

The Council members are expected to be physically present except when being physically present is not practicable, including the following circumstances:

1. The existence of an emergency or urgent issue that requires the full Council to meet remotely.
2. For individual members of the Council:
  - a. Illness or other physical condition; or
  - b. Temporary absence from the jurisdiction where traveling to the meeting would cause the member to face significant difficulties to attend in person.

## **B. REMOTE PARTICIPATION REQUIREMENTS**

### **1. Remote Methods of Participation**

- a. The remote method of participation may be through telephonic or video technology that allows for the simultaneous reception of information and may include other means when such means are necessary to provide reasonable accommodation to a person with a disability. Methods of participation cannot be text-only, i.e., email, text messages, and chat functions.

### **2. Notice Requirements**

- a. Notice of the proceeding must be provided in accordance with 1 M.R.S. § 406.
- b. When the public may attend via remote methods the notice must include how the public can participate remotely, as well as the physical location of the meeting for those that would like to attend in person (except in cases of an emergency under Section A(1) above).

### **3. Meeting Materials**

- a. All documents and materials considered by the Council must be made available to the public who attend remotely, to the same extent they are made available to member of the public who attend in person.

### **4. Members of the Council**

- a. A member who participates in a public proceeding by remote methods is present for purposes of a quorum and voting.
- b. All votes taken during any public proceeding when one or more members of the Council are participating by remote means shall be by roll call vote that can be seen and heard if using video technology and heard if using only audio technology.
- c. A member who will be participating remotely shall notify the Chair as far in advance as possible.

### **5. Members of the Public**

- a. Members of the public must be given the opportunity to participate remotely when a member of the Council is participating remotely.
- b. The Council may not determine that public attendance at a proceeding will be limited solely to remote methods except under the conditions in Section A(1) above.

Motion made by Councilor Bauer motioned to put on floor, seconded by Councilor Ambrosino.

Interim City Manager Marc Meyers explained that a remote meeting participation policy will allow for remote participation by members in limited circumstances, pursuant to 1 Maine Revised Statutes Section 403-B.

Under this policy, City Councilors are expected to be physically present except for the below conditions. These conditions are outlined by state statute.

### **Conditions**

- An emergency or urgent issue that requires the full Council to meet remotely
- An illness or other physical condition
- Temporary absence from the jurisdiction where traveling to the meeting would cause the member to face significant difficulties to attend in person.

For public participation, this policy allows for public participation by remote methods when the City Council or a member of City Council is participating remotely.

The City Council will be voting to adopt this policy to allow for remote meeting participation with limited circumstances.

Louis "Roo" Dunn at 57 Green Street spoke in favor of the Remote Meeting Participation Policy.

Chairperson Park closed public hearing at 6:13pm.

#### D. Consent Agenda 6:14pm

(Items as marked with an asterisk (\*) on the agenda shall be considered routine matters not requiring debate. In the case of items marked with an asterisk, the motion as stated in parenthesis following the items on the agenda shall be considered to have been passed by the City Council as part of the Consent Agenda. Any Councilor wishing to have any item so marked with an asterisk removed from the Consent Agenda shall have the unlimited right to do so at any time prior to the vote by Council on the Consent Agenda. If such an item is removed from the Consent Agenda, it shall be dealt with in the normal course of the meeting.)

\*2) Minutes of the Bath City Council Meeting on August 4, 2021, and August 18, 2021  
(*Motion to Accept as Presented*)

Motion made by Councilor Leonard to accept as presented, seconded by Councilor Bauer.

#### **VOTE ON ORDER:**

**YEAS: 7**

**NAYS: 0**

**Passed unanimously, 7-0**

#### E. Time Devoted to Residents to Address the City Council: 6:15pm

Susan Lubner of 51 Bedford Street spoke in support of enforcing the ordinance preventing the idling of vehicles.

Nancy Nellis of 985 High Street recommends separating long term abandoned properties from non-long-term properties.

#### F. Resolutions, Orders and Ordinances 6:23pm

3) Order approving Remote Participation Policy

#### **ORDER- ADOPTION OF REMOTE MEETING PARTICIPATION POLICY**

**WHEREAS**, the City Council of the City of Bath, pursuant to 1 M.R.S. Section 403-B, may adopt a policy for remote participation in public meetings and proceedings; and

**WHEREAS**, the City Council of the City of Bath has conducted a public hearing regarding said policy; and

**NOW, THEREFORE, BE IT ORDERED**, by the City Council of the City of Bath, that the City has adopted a Remote Meeting Participation Policy as official policy to allow its meetings to be held with remote participation in limited circumstances.

Motion made by Councilor Dingley motioned to put on floor, seconded by Councilor Leonard.

Councilor Bailey commented that an absence needs to be temporary emergency, not an ongoing absence.

Councilor Leonard asks for clarification if this would include children as a reason for an emergency.

Councilor DeChant remarks that this doesn't seem to change how we are operating now and maybe the language needs to be more specific.

Councilor Leonard gives examples of what could constitute as an emergency.

Councilor Ambrosino states that there is no additional cost to do remote participation since the City Council Chambers are equipped.

Councilor Bailey expresses her concern around the issue of frequency of absences.

Councilor Dingley states that \$2000 is an expenditure that shouldn't be spent when Council Chambers is already equipped.

Councilor Bauer questions if part of the intent is just in case a state of emergency happens again for the city.

Councilor DeChant stated that she was ready to vote.

No Public Comment.

Councilor Ambrosino agrees that more participation with Boards and Committees with remote participations.

Councilor Leonard supports committees to meet remotely.

**VOTE ON ORDER:**

**YEAS: 7**

**NAYS: 0**

**Passed unanimously, 7-0**

G. Petitions & Communications NONE

H. City Manager's Report 6:36pm

Interim City Manager Marc Meyers reports that the City Assessor has completed the tax commitment resulting in a mil rate of \$20.30. It is inline with the budget that the council approved. He recognized Ted Raedel being promoted to Sergeant, Jason Aucoin promoted to Detective, and Brett McIntire and Nick Green were promoted to Corporal. Mr. Meyers gave his congratulations.

I. Committee Reports 6:37pm

Councilor Bailey reported that the Transportation Committee did not meet last month. The Community Development Committee met and discussed the Vacant House Ordinance. They learned from CEO Scott Davis that 13 more houses had been removed from the vacant house list. The committee needs to think about review of the ordinance, being a time to refine process of long term vacant. Accessory Dwelling Unit plan is not back from the Planning Board as of yet.

Councilor Ambrosino reported that the Climate Action Committee will look at new signage and reminders of the ordinance regarding idling. There will be a climate action presentation in October or November.

Councilor Leonard announced that the final meeting of the Rabies Ad-hoc Committee will be September 8<sup>th</sup>.

Chairperson Park reported for the Forestry Committee that Kyle Rosenberg will be stepping down as the City Arborist. Main Street Bath will hold a concert this weekend.

Councilor DeChant confirmed that concert will be held at Waterfront Park on September 5<sup>th</sup>.

J. Unfinished Business None

K. New Business None

L. Councilor Announcements 6:42pm

Councilor Bailey remarked how fun her and Councilor Ambrosino had on Kindness Day giving out free veggies from Merrymeeting Gleaners. Senior Center Newsletter will be out with information regarding age friendly community group programs this winter.

Councilor Nordmann congratulated the Parks and Cemeteries Departments with the maintenance of the dog park. He has noticed many surrounding communities enjoying it while bringing his dog. He also noticed Navy families on the dock seeing the destroyer coming back from its sea trial.

Councilor Ambrosino motioned to go into Executive Session at 6:47pm, second by Councilor Bauer.

**VOTE ON ORDER:**

**YEAS: 7**

**NAYS: 0**

**Passed unanimously, 7-0**

**EXECUTIVE SESSION:**

Discuss Real Estate Matters per 1 MRSA §405(6)(C)

**ADJOURN**

Councilor Bailey motioned to adjourn at 7:21pm, seconded by Councilor Dingley. All in favor.

Meeting adjourned at 7:21pm.

Attest:

Darci L. Wheeler, City Clerk



# ORDER

In City Council  
October 6, 2021

BE IT HEREBY ORDERED BY THE CITY COUNCIL, AS FOLLOWS:

That, the Notice of State of Maine Referendum Election be prepared and issued to notify and summons the inhabitants of the City of Bath, qualified to vote, that the Referendum Election will be held at Bath Middle School, 6 Old Brunswick Road, on Tuesday, November 2, 2021, for the purpose of determining the following questions:

**Questions To Be Voted On:**

**Question 1 – Citizen Initiative**

Do you want to ban the construction of high-impact electric transmission lines in the Upper Kennebec Region and to require the Legislature to approve all other such projects anywhere in Maine, both retroactively to 2020, and to require the Legislature, retroactively to 2014, to approve by a two-thirds vote such projects using public land?

**Question 2 – Bond Issue**

Do you favor a \$100,000,000 bond issue to build or improve roads, bridges, railroads, airports, transit facilities and ports and make other transportation investments, to be used to leverage an estimated \$253,000,000 in federal and other funds?

**Question 3 – Constitutional Amendment**

Do you favor amending the Constitution of Maine to declare that all individuals have a natural, inherent, and unalienable right to grow, raise, harvest, produce and consume the food of their own choosing for their own nourishment, sustenance, bodily health, and well-being?

Absentee Ballots shall be processed Election Day, 9:00am to 8:00pm at the Bath Middle School, 6 Old Brunswick Road.

The polls shall be opened at 8:00am and closed at 8:00pm.



**State of Maine**  
**Notice of Referendum Election**  
**Tuesday, November 2, 2021**

Municipality City of Bath Voting District all Wards 1-7  
Voting Place Name Bath Middle School Voting Place Location 6 Old Brunswick Rd  
Polls Open at 8 A.M. Polls Close at 8:00 P.M.

**Election Day Absentee Ballot Processing (check all that apply):**

Processed by: ☐ Municipal Clerk (Centrally) ☒ Warden (At polls)

**Time(s) of Absentee Ballot Processing on Election Day\*:**

☒ **During** Election Day (11/2/2021) Processing Time(s): 9am until complete  
☐ **Only** after 8 p.m. on Election Day (11/2/2021)

**Questions To Be Voted On:**

Question 1: Citizen Initiative

Question 2: Bond Issue

Question 3: Constitutional Amendment

A True Copy  
Attested

  
(Signature of Municipal Clerk)

Date 10/7/2021

\* If Municipal Clerk is processing absentee ballots prior to Election Day, dates and times of processing are listed on the Notice of Intent to Process Absentee Ballots Prior to Election Day.



## ORDER

In City Council  
October 6, 2021

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BATH, THAT:

Warrants be prepared and issued to notify and summons the inhabitants of the City of Bath, qualified to vote, that the Municipal Candidate/Referendum Election (Wards 1-7) will be held at Bath Middle School, 6 Old Brunswick Road, on the Tuesday following the first Monday of November, the same being the 2nd day of said month, in the year of our Lord Two Thousand Twenty One, at 8 O'clock in the forenoon, then and there, to cast their votes at the Municipal Election in their respective Wards for:

**City Councilors to be Elected:**

Ward Two	One to be Elected for a three-year term
Ward Three	One to be Elected for a three-year term
Ward Four	One to be Elected for a three-year term

And be it further ordered, that said polls are to be kept open until eight o'clock in the afternoon of said day and then be closed.



**CITY OF BATH**

**WARRANT**

**FOR CALLING A MUNICIPAL ELECTION  
FOR WARD 2, 3, AND 4 AND  
FOR A CHARTER AMENDMENT**

**Tuesday, November 2, 2021**

Municipality of Bath

Voting Districts: Wards, 1 - 7

**GREETINGS: Citizens of Bath, Maine**

Be it Hereby notified to the Inhabitants of Ward 2, 3 and 4 in the City of Bath, qualified to vote, that the Municipal Election will be held at the Bath Middle School, 6 Old Brunswick Road on the 2nd day of November, in the Year of our Lord Two Thousand Twenty One, at 8 O'clock in the forenoon, then and there, to cast their votes at the Municipal Election in their Ward for:

**WARD 2, 3 and 4 City Councilors to be Elected and for a Charter Amendment:**

All to be elected for a term ending the first Wednesday in December 2024.

**Voting Place Name and Location:**

Bath Middle School Cafeteria      6 Old Brunswick Road

Polls Open at 8:00 a.m.      Polls Close at 8:00 p.m.

A person may register to vote on or before Election Day.

Pursuant to Title 21-A, Section 759(7), absentee ballots will be processed at the Bath Middle School at the following times: 9:00 a.m. until 8:00 p.m.

Approved by vote of the City Council in a public meeting, Wednesday, October 6, 2021.

\_\_\_\_\_  
Aaron Park, Council Chair

\_\_\_\_\_  
Julie Ambrosino

\_\_\_\_\_  
Phyllis Bailey

\_\_\_\_\_  
Sean Paulhus

\_\_\_\_\_  
Terry Nordmann

\_\_\_\_\_  
Raye Leonard

\_\_\_\_\_  
Jennifer DeChant

\_\_\_\_\_  
Susan Bauer

\_\_\_\_\_  
Elizabeth Dingley

Attest: \_\_\_\_\_  
Darci L. Wheeler, City Clerk

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





## ORDER

In City Council  
October 6, 2021

BE IT ORDERED BY THE CITY COUNCIL OF THE CITY OF BATH, THAT:

Warrants be prepared and issued to notify and summons the inhabitants of the City of Bath RSU #1 School District qualified to vote, said Election will be held at Bath Middle School, 6 Old Brunswick Road, on the Tuesday following the first Monday of November, the same being the 2<sup>nd</sup> day of said month, in the year of our Lord Two Thousand Twenty One, at 8 O'clock in the forenoon, then and there, to cast their votes for:

**BOARD OF DIRECTORS FOR RSU #1 TO BE ELECTED:**

Two (2) Unrestricted-Residence Positions for three-year terms

and be it further ordered, that said polls are to be kept open until eight o'clock in the afternoon of said day and then be closed.



**City of Bath**

**WARRANT FOR CALLING THE  
MUNICIPAL ELECTION for  
RSU1 Board of Directors**

Tuesday, November 2, 2021

**Article 1.** To choose by secret ballot the following:

**Board of Directors for RSU1:**

**TWO (2) Unrestricted-Residence Positions** for a three-year term

**Voting Place Name and Location:**

Bath Middle School  
Polls Open at 8:00AM

6 Old Brunswick Road, Bath  
Polls Close at 8:00PM

A person may register to vote on or before Election Day.

Pursuant to Title 21-A, Section 759(7), absentee ballots will be processed at the Bath Middle School, 6 Old Brunswick Road in Bath on November 2<sup>nd</sup>, 2021 from 8:00AM until complete.

Approved by vote of the Selectmen in a public meeting,

October 6, 2021

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attest: \_\_\_\_\_  
Darci Wheeler, City Clerk

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



## **ORDER**

Be It Ordered by the City Council of the City of Bath, that the hourly schedule for the office of the Registrar of Voters shall be from 8:30am to 12:00pm AND 1:00pm until 4:30pm Monday through Friday prior to the State of Maine Referendum Election, RSU #1 Board of Directors Election, and Municipal Election to be held Tuesday, November 2, 2021, except for Thursday, October 28, 2021, from 4:30pm to 7:00pm at the City Clerk's Office, 55 Front Street.

Voters may register on the Day of the Election from 8:00AM to 8:00PM at the polls at the Bath Middle School, 6 Old Brunswick Road.



**CITY OF BATH, MAINE**

450 Oak Grove Avenue  
Bath, ME 04530

**DEPARTMENT OF PUBLIC WORKS**

Lee Leiner, P.E., Director  
[lleiner@cityofbath.com](mailto:lleiner@cityofbath.com)  
207.443.8357  
fax 207.443.8352

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**MEMORANDUM**

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**TO:** BATH CITY COUNCIL  
**FROM:** LEE LEINER, PUBLIC WORKS DIRECTOR  
**SUBJECT:** COUNCIL APPROVAL OF EXCAVATOR PURCHASE  
**DATE:** SEPTEMBER 28, 2021  
**CC:** MARC MEYERS, INTERIM CITY MANAGER

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The Public Works Department has accepted a bid proposal from Beauregard Equipment, Inc. for a 2022 Case Model CX57C excavator with quick coupler and hydraulic thumb attachments. The excavator will replace a 2006 Volvo ECR58 and will be used for digging holes for sewer and storm drain repairs and installations, and other public works projects requiring digging into the earth. The proposal includes the trade-in of the existing excavator. The price of the new excavator, attachments, and warranty is \$81,846.00, and the trade-in value is \$16,000.00, bringing the net purchase price to \$65,846.00.

The City Council approved \$105,000 for the purchase of a new excavator in the FY2022 sewer budget, and the purchase will be paid from capital fund account 07-0703-551.

Staff recommends the council approve this order.





## ORDER AUTHORIZING PURCHASE

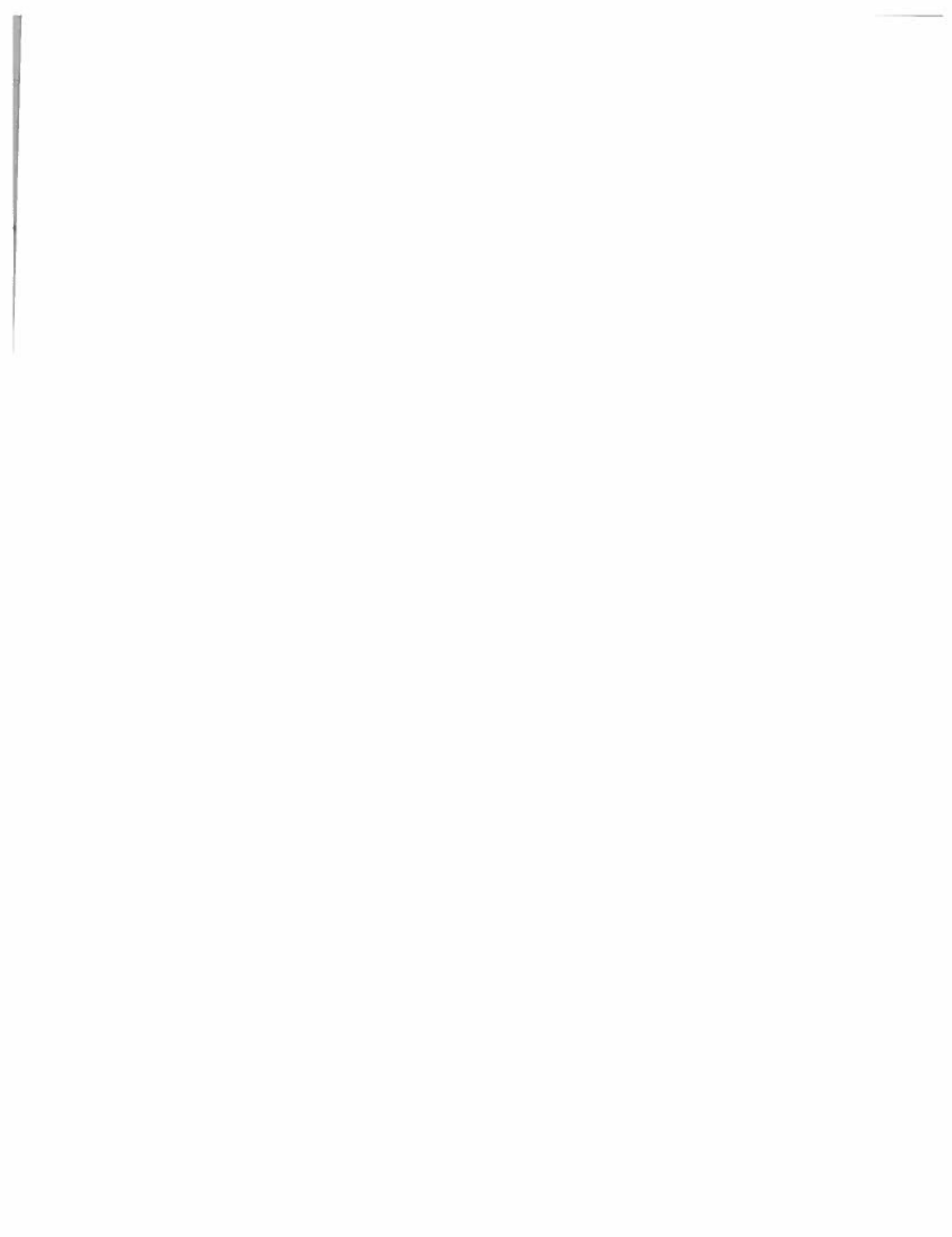
WHEREAS, the City of Bath Public Works Department intends to purchase a new excavator; and

WHEREAS, the City has gone out to bid for this equipment; and

WHEREAS, the City has received and opened a number of bids relative to the equipment purchase; and

WHEREAS, the most qualified bid was provided by Beauregard Equipment, Inc. for a 2022 Case CX57C at a bid price of \$65,846.00.

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that the bid price provided by Beauregard Equipment, Inc. of \$65,846.00 for the purchase of a 2022 Case CX57C excavator, be and hereby is accepted and the City Manager is authorized to execute any and all documentation necessary to finalize the purchase of the equipment. The funds for this purchase are designated in the City's 2021/2022 Fiscal Year Budget in Sewer Capital Fund account 07-0703-551.





# CITY of BATH, MAINE

Office of the City Manager

Marc Meyers

55 Front Street

Bath, Maine 04530

## Memorandum

**To:** Chair Park, Vice Chair DeChant and Members of the City Council

**CC:**

**Date:** October 1, 2021

**From:** Marc Meyers, Interim City Manager

**RE:** 45 Windjammer Way

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Back in July, the City Council approved an Order for Sale of Property by Sealed Bids for 45 Windjammer Way (Map 25, Lot 119). The bid opening was held on August 20, 2021, and the City received two bids.

Theresa Gray of 21 Bailey Bluff Drive, Woolwich, was the highest bid at \$5,185.15. Ms. Gray expressed plans to build a home for her niece on the property. The current structure will be demolished as part of this bid.

45 Windjammer Way is a tax-acquired single-family home due to unpaid property taxes, totaling \$1,289.02.

The City Council will be voting to approve an Order Approving the Bid for 45 Windjammer Way.



ORDER APPROVING BID FOR 45 WINDJAMMER WAY

WHEREAS, the City of Bath is the owner of property at 45 Windjammer Way; and

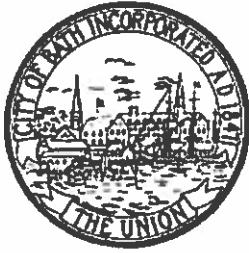
WHEREAS, the City Council has authorized the sale of that property and has advertised for sealed bids; and

WHEREAS, the bids have been received and opened and the bidding period has expired; and

WHEREAS, the high bid submitted for the purchase of the property is from Theresa Gray in the sum of Five Thousand One Hundred Eighty-Five and 15/100 dollars (\$5,185.15).

NOW, THEREFORE, BE IT ORDERED by the City Council of the City of Bath that the bid of Theresa Gray be and hereby is accepted and that the property be conveyed to the successful bidder by Municipal Quit-Claim Deed, subject to the terms and conditions in the solicitation for bids, and that the City Manager be authorized on behalf of the City of Bath to execute the Municipal Quit-Claim Deed, together with such other documents as may be necessary, appropriate or convenient to the transaction.





## City of Bath

### Finance Department

Bath City Hall – 55 Front Street

Bath, Maine 04530

Telephone: (207) 443-8338 - Fax: (207) 443-8397

Juli Millett, C.P.A.

Finance Director

Juli Millett, Finance Director  
[jmillett@cityofbath.com](mailto:jmillett@cityofbath.com)

Linda McCourt, Staff Accountant  
[lmccourt@cityofbath.com](mailto:lmccourt@cityofbath.com)

Susan Hunt, Payroll Supervisor  
[shunt@cityofbath.com](mailto:shunt@cityofbath.com)

September 30, 2021

To: City Council Members

From: Juli Millett, Finance Director

CC: Marc Meyers, Interim City Manager

Re: TIF Budget Approval

**BIW TIF Budget 2022** – The BIW TIF budget for FY 2022 is \$1,897,380. This amount has increased from the prior year, due to a smaller credit enhancement payment to the developer. Besides the debt service budgeted in the TIF, also budgeted are Economic Development Salaries, projects, and contributions to Main Street Bath. Projects budgeted for this year include Commercial Street sidewalk construction, Elm Street Plaza Construction, Downton Façade program, Riverwalk, Route 1 sidewalk and waterfront floats repair, Commercial Street Construction and a BDC revolving economic development loan fund.

**WINGFARM TIF Budget 2022** – The WINGFARM TIF budget for FY2022 is \$129,023. The budget includes a partial payment on the street bond, and an allocation to Public Works for road maintenance. Part of the Public Works allocation will be paid with the previous year's surplus.

**DOWNTOWN TIF Budget 2022** – The Downtown TIF budget for FY 2022 is \$115,494 and is allocated to pay the debt service payment and some administration fees. Once again there is a significant surplus in the downtown TIF due to the limitations of spending from the expenditure limitation. With the passage of the charter amendment, we will be able to use these funds for economic development projects within the downtown.





# BIW TIF BUDGET FY 2022

		FY 2022		FY 2021		FY 2021
		Budget		Budget		Actual
TIF REVENUE	Detail	Summary	Detail	Summary	Detail	Summary
INCREMENT		<u>\$1,901,477</u>		<u>\$1,665,618</u>		<u>\$1,665,618</u>
TOTAL REVENUE		<u>\$1,901,477</u>		<u>\$1,665,618</u>		<u>\$1,665,618</u>
EXPENSES						
DEBT SERVICE		\$533,430		\$543,660		544,180
2002 Streets Project DS	127,305		129,765		129,998	
2003 Comm St. P.S./Sewer DS SRF	42,694		44,036		44,036	
2006 Wastewater Bond	13,007		13,219		13,219	
2011 SRF LOAN	58,740		59,274		59,541	
2013 SRF LOAN	18,937		18,978		18,998	
2014 Street Bond	114,872		116,763		116,763	
Zorach Fountain	16,125		21,650		21,650	
River Walk Debt Payment	141,750		139,975		139,975	
CONTRIBUTION TO BATH DEV CORP		185,450		172,350		172,132
City Manager	49,600	40%	37,400	30%	37,400	
Marketing, Community Spec	33,350	75%	32,650	75%	32,432	
Planning Director	53,500	75%	52,300	75%	52,300	
Assistant City Mgr/ Comm. Dev.	49,000	60%	50,000	65%	50,000	
CONTRIBUTION TO MAIN STREET BATH		35,500		32,500		35,500
Annual Fund	21,000		20,000		21,000	
Downtown flowers	14,500		12,500		14,500	
ECONOMIC DEVELOPMENT PROJECTS		98,500		88,000		105,149
Other - banner, camera, citizen involve day, dues, sister city	5,000		5,000			
Holiday Lights	20,000		20,000			
Marketing	15,000		15,000			
Gazebo/Downtown Music	6,000		6,000			
Benches and Cans	5,000		5,000			
Downtown Improvements	10,000		10,000			
Fireworks	17,500		17,000			
Landscaping	10,000		10,000			
Wayfinding	10,000					
OTHER PROJECTS		1,013,300		817,000		299,095
Downtown Facilities Projects	19,000				21,398	
City Facilities - Train Station Capital Projects			36,000		34,862	
Commercial Street Construction	260,000		200,000			
Elm Street Plaza Design/ Construction	100,000		150,000		6,500	
Route 1 Sidewalk	80,000					
Waterfront Floats	100,000		50,000			
Roads - Downtown Summer Washington			15,000		4,899	
Riverwalk	179,300				28,711	
BDC Revolving Economic Development Loan program	100,000					
Commercial Street Sidewalk	60,000		66,000		45,531	
Downtown Façade Program	100,000		100,000		149,694	
Electric Vehicle Charging Stations	15,000					
Bridge Loan COVID			200,000		7,500	
TRAIN STATION FUNDING		31,200		15,500		26,728
TOTAL		<u>\$1,897,380</u>		<u>\$1,669,010</u>		<u>\$1,182,784</u>
SURPLUS (DEFICIT - from fund balance)		<u>\$4,097</u>		<u>(\$3,392)</u>		<u>\$482,834</u>

**WINGFARM TIF BUDGET FY 2022**

	<b>FY 2022 Budget</b>	<b>FY 2021 Budget</b>	<b>FY 2021 Actual</b>
<b>REVENUE</b>			
INCREMENT	107,482	97,314	97,314
<b>TOTAL REVENUE</b>	<u><b>\$107,482</b></u>	<u><b>\$97,314</b></u>	<u><b>\$97,314</b></u>
<b>EXPENSES</b>			
DEBT SERVICE PAYMENT			
STREET BOND DEBT SERVICE PAYMENT	39,073	39,503	39,716
ALLOW ALLOC OF PUBLIC WORKS BUD	68,409	57,811	57,500
<b>TOTAL EXPENSES</b>	<u><b>\$107,482</b></u>	<u><b>\$97,314</b></u>	<u><b>\$97,216</b></u>
<b>SURPLUS</b>	<u><b>\$0</b></u>	<u><b>\$0</b></u>	<u><b>\$98</b></u>
Use of previous surplus			
WING FARM BALLOON PAYMENT			
ROUTE 1 IMPROVEMENTS			
DEBT SERVICE PAYMENT			
ALLOW ALLOC OF PUBLIC WORKS BUD	21,541	27,403	32,450
	<u><b>\$21,541</b></u>	<u><b>\$27,403</b></u>	<u><b>\$32,450</b></u>

**DOWNTOWN TIF BUDGET FY 2022**

	<b>FY 2022 Budget</b>	<b>FY 2021 Budget</b>	<b>FY 2021 Actual</b>
<b>REVENUE</b>			
INCREMENT	305,512	293,972	293,972
<b>TOTAL REVENUE</b>	<u><b>\$305,512</b></u>	<u><b>\$293,972</b></u>	<u><b>\$293,972</b></u>
<b>EXPENSES</b>			
DEBT SERVICE PAYMENT	105,494	98,777	98,630
ECODEVO MANAGER	10,000	10,000	11,445
<b>TOTAL EXPENSES</b>	<u><b>\$115,494</b></u>	<u><b>\$108,777</b></u>	<u><b>\$110,075</b></u>
<b>SURPLUS</b>	<u><b>\$190,018</b></u>	<u><b>\$185,195</b></u>	<u><b>\$183,897</b></u>

**ORDER**  
**APPROVING AUTHORIZATION**  
**BIW TAX INCREMENT FINANCING DISTRICT BUDGET (FY 2022)**

Be It Hereby Ordered By the City Council of the City of Bath that one million eight hundred ninety-seven thousand three hundred eighty dollars and 00/100 (\$1,897,380) be and hereby is authorized to be spent from the Tax Increment Financing District Development Program Fund Project Costs Accounts from the fiscal year commencing July 1, 2021 and terminating on June 30, 2022 for the following purposes:

<b>TIF REVENUE</b>	
<b>INCREMENT</b>	<b><u>\$1,901,477</u></b>
 <b>TOTAL REVENUE</b>	 <b><u>\$1,901,477</u></b>
 <b>EXPENSES</b>	
<b>DEBT SERVICE</b>	<b>\$533,430</b>
<b>CONTRIBUTION TO BATH LOCAL DEVELOPMENT CORPORATION</b>	<b>\$185,450</b>
<b>CONTRIBUTION TO MAIN STREET BATH</b>	<b>\$35,500</b>
<b>ECONOMIC DEVELOPMENT PROJECTS ACCOUNT</b>	<b>\$1,111,800</b>
<b>TRAIN STATION/TROLLEY FUNDING-TRANSFER</b>	<b><u>\$31,200</u></b>
 <b>TOTAL</b>	 <b><u>\$1,897,380</u></b>
 <b>SURPLUS (DEFICIT)</b>	 <b><u>\$4,097</u></b>



**ORDER  
APPROVING AUTHORIZATION  
WING FARM TAX INCREMENT FINANCING DISTRICT BUDGET (FY 2022)**

Be It Hereby Ordered By the City Council of the City of Bath that one hundred twenty-nine thousand twenty-three dollars and 00/100 (\$129,023) be and hereby is authorized to be spent from the Tax Increment Financing District Development Program Fund Project Costs Accounts from the fiscal year commencing July 1, 2021 and terminating on June 30, 2022 for the following purposes:

**REVENUE**

INCREMENT	<u>\$107,482</u>
-----------	------------------

<b>TOTAL REVENUE</b>	<b><u>\$107,482</u></b>
----------------------	-------------------------

**EXPENSES**

PUBLIC WORKS ALLOC**	\$21,541
----------------------	----------

STREET BOND DEBT PAYMENT	\$39,073
--------------------------	----------

PUBLIC WORKS ALLOC	\$68,409
--------------------	----------

<b>TOTAL EXPENSES</b>	<b><u>\$129,023</u></b>
-----------------------	-------------------------

<b>SURPLUS (DEFICIT)</b>	<b><u><u>\$(21,541)</u></u></b>
--------------------------	---------------------------------

\*\*From previous year's surplus



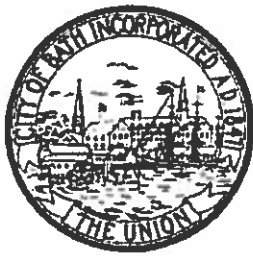
**ORDER  
APPROVING AUTHORIZATION  
DOWNTOWN TAX INCREMENT FINANCING DISTRICT BUDGET (FY 2022)**

Be It Hereby Ordered By the City Council of the City of Bath that one hundred fifteen thousand four hundred ninety-four dollars and 00/100 (\$115,494) be and hereby is authorized to be spent from the Tax Increment Financing District Development Program Fund Project Costs Accounts from the fiscal year commencing July 1, 2021 and terminating on June 30, 2022 for the following purposes:

<b>REVENUE</b>	
INCREMENT	<u>\$305,512</u>
<b>TOTAL REVENUE</b>	<u><b>\$305,512</b></u>
<b>EXPENSES</b>	
DEBT SERVICE PAYMENT	\$105,494
ECODEVO MANAGER	<u>10,000</u>
<b>TOTAL EXPENSES</b>	<u><b>\$115,494</b></u>
<b>SURPLUS</b>	<u><b>\$190,018</b></u>







## City of Bath

### Finance Department

Bath City Hall – 55 Front Street  
Bath, Maine 04530

Telephone: (207) 443-8338 - Fax: (207) 443-8397

Juli Millett, C.P.A.  
Finance Director

Juli Millett, Finance Director  
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Linda McCourt, Staff Accountant  
[lmccourt@cityofbath.com](mailto:lmccourt@cityofbath.com)

Susan Hunt, Payroll Supervisor  
[shunt@cityofbath.com](mailto:shunt@cityofbath.com)

Date: 09/28/2021

To: Bath City Council

From: Juli Millett, Finance Director

CC: Marc Meyers, Interim Bath City Manager

### The Adoption Process

The municipal officers (i.e., selectpersons/council) adopt the local General Assistance Ordinance and yearly Appendices, even in town meeting communities. The law requires that the municipal officers adopt the ordinance and/or Appendices **after notice and hearing**. Seven days posted notice is recommended, unless local law (or practice) provides otherwise.

At the hearing, the municipal officers should:

- 1) Allow all interested members of the public an opportunity to comment on the proposed ordinance;
- 2) End public discussion, close the hearing; and
- 3) Move and vote to adopt the ordinance either in its posted form or as amended in light of public discussion.

### **Summary of 2021 Amendments to Model GA Ordinance**

The ordinance has been updated as of 8-20-21 with new appendices showing 2021-2022 maximums.

The ordinance was revised to add a definition of “recovery residence” and new section 5.1B to comply with legislation effective in October. See PL 2021, c. 472.

The ordinance was also updated throughout with non-substantive stylistic changes. An updated version of the ordinance and redlined version showing the 2021 changes is available below. The redline version is attached.

### **Appendix A – H**

The enclosed Appendices A – H have been revised for your municipality’s General Assistance Ordinance. These new Appendices, **once adopted**, should replace the existing Appendices A – H. Even if you have already adopted MMA's model General Assistance Ordinance, **the municipal officers must approve/adopt the new Appendices yearly**.

Attached please find the state updates to the General Assistance program effect 10/01/2021 to 09/30/2022. The appendices are updated as attached. The new appendices once adopted will replace the existing appendices.

**General Assistance Ordinance: Chapter 8A. With Maximums for October 1, 2021 to September 30, 2022 (first passage)**

**ORDINANCE**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE CODE OF THE CITY OF BATH, ADOPTED FEBRUARY 2, 1977, AND SUBSEQUENTLY AMENDED, BE FURTHER AMENDED AS FOLLOWS:

**CHAPTER 8A. GENERAL ASSISTANCE ORDINANCE**

Pursuant to 22 M.R.S. § 4305(1), the municipal officers of the Municipality of Bath, Maine, after notice and hearing, hereby enact the attached General Assistance Ordinance with appendices in its entirety. This Ordinance shall supersede and replace all previous Ordinance versions. A copy of this Ordinance will be filed with the Maine Department of Health & Human Services (DHHS) pursuant to 22 M.R.S. § 4305(4), and shall be available for public inspection at the municipal office along with a copy of 22 M.R.S. chapter 1161.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the municipal officers:

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

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Appendix A –H The enclosed Appendices A–H have been revised for your municipality's General Assistance Ordinance. These new Appendices, once adopted, should replace the existing Appendices A–H. Even if you have already adopted MMA's model General Assistance Ordinance, the municipal officers must approve/adopt the new Appendices yearly.

#### Appendix A- Overall Maximums

##### Persons in Household

2020/2021	1	2	3	4	5
Sagadahoc County	821	933	1095	1449	1691

#### New Maximums

##### Persons in Household

2021/2022	1	2	3	4	5
Sagadahoc County	828	981	1195	1575	1777

\*Note: Add \$75 for each additional person.

#### Appendix B-Food Maximums

Please note: The maximum amounts for food are established in accordance with the U.S.D.A. Thrifty Food Plan.

##### Persons in Household

2020/2021	1	2	3	4	5
Sagadahoc County	204	374	535	680	807

2021/2022	1	2	3	4	5
Sagadahoc County	250	459	658	835	992

\*For each additional person add \$188 per month.

## Appendix C - Housing

2020/2021			2021/2022		
# Bedrooms	unheated	heated	# Bedrooms	unheated	heated
1	738	871	1	786	919
2	849	1023	2	949	1123
3	1152	1365	3	1278	1491
4	1325	1588	4	1410	1674

## Appendix D – Utilities There was NO CHANGE in the Utilities

1) **Electricity Maximums for Households Without Electric Hot Water.** The maximum amounts allowed for utilities, for lights, cooking and other electric uses ***excluding*** electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.70	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

**NOTE:** For each additional person add \$7.50 per month.

2) **Electricity Maximums for Households With Electrically Heated Hot Water.** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses ***excluding*** heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

**NOTE:** For each additional person add \$10.00 per month.

**Appendix E – Fuel There was NO CHANGE in fuel**

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

**Appendix F – Personal and Household Supplies There was NO CHANGE in Personal and Household Supplies**

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

**NOTE:** For each additional person add \$1.25 per week or \$5.00 per month.

**Supplement for households with children under 5**

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts.

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

**Appendix G Mileage Rate (NO CHANGE)**

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel etc. is 45 cents (45¢) per mile.

Please refer to the Office of State Controller for changes to this rate: Telephone: 626-8420 or visit: <http://www.state.me.us/osc/>

## **Appendix H Funeral Maximums (There was no change in the Funeral Maximums)**

### **Burial Maximums**

The maximum amount of general assistance granted for the purpose of burial is \$1,475.

The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal Administrator.

Additional costs may be allowed by the GA Administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

### **Cremation Maximums**

The maximum amount of assistance granted for a cremation shall be \$1,025.

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary

- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA Administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.



# GENERAL ASSISTANCE ORDINANCE



Prepared by Maine Municipal Association  
~~September~~August 20210

## GENERAL ASSISTANCE ORDINANCE

Pursuant to 22 M.R.S. § 4305, the municipal officers of the Municipality of

\_\_\_\_\_ hereby enact the following General Assistance Ordinance

in its entirety, after notice and hearing. This Ordinance shall supercede and replace all

previous Ordinance versions. A copy of this Ordinance is filed with the Department of

Health & Human Services (DHHS) in compliance with Title 22 M.R.S. §4305(4), and

shall be available for public inspection at the municipal office along with a copy of the

Maine Revised Statutes, Title 22, chapter 1161.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by the municipal officers:

\_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) \_\_\_\_\_ (Signature)

\_\_\_\_\_  
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(Print Name) \_\_\_\_\_ (Signature)

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(Print Name) \_\_\_\_\_ (Signature)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name) \_\_\_\_\_ (Signature)

[Please send a copy of the enactment page (only) to DHHS, 100 Capitol Street, SHS 11, Augusta, ME 04330-0011]

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**Appendix I – Definition of Misconduct (26 MRSA § 1043(23))**

## ARTICLE I

### Statement of Policy

The Municipality of \_\_\_\_\_ administers ~~a a-program-of~~ general assistance ("GA") ~~program~~ available to all persons who are eligible ~~to-receive~~ ~~assistance-in~~ ~~pursuant to~~ ~~accordance-with~~ the standards ~~of-eligibility-as~~ provided within this ordinance, ~~state law (22 M.R.S. § § 4301 – 4326), and~~ Department of Health and Human Services (DHHS) ~~regulations~~ ~~GA-policy and in 22 M.R.S. § 4301 et seq.~~

~~The program will make e~~Every effort ~~will-be-made-to~~ recognize the dignity of the applicants while ~~encouraging self-reliance. The program will strive to helping~~ eligible persons achieve self-maintenance by promoting the work incentive. When possible, ~~the program it-will seek to-connect recipients with rehabilitative, preventive and protective services to alleviate non-financial needs, other than financial through rehabilitative, preventive and protective services.~~ The ~~GA~~general-assistance program will ~~not~~ place ~~no~~-unreasonable restrictions on the personal rights of ~~the~~ applicants or recipients, nor will ~~it there be any unlawful~~ discriminate~~ion~~ based on sex, age, race, nationality, religion, sexual orientation or disability. The municipality is committed to including qualified individuals with disabilities in municipal services, programs, and activities. As a result, the municipality will promote a GA program that when viewed in its entirety, is readily accessible to and usable by individuals with disabilities. GA applicants with physical or mental disabilities that require a reasonable accommodation in order to access and/or utilize the ~~municipal~~-GA program are encouraged to ~~contact~~ ~~provide~~ the municipality ~~to make an~~ ~~with advance notice regarding the~~ accommodation request.

The ~~general-assistance administrator~~Administrator will act promptly on all applications for assistance and requests for fair hearings, ~~and will provide~~ ~~GA applicants~~ ~~with~~ ~~will be-provided~~ information regarding their rights and responsibilities under the ~~GA~~ program. Within 24 hours after receipt of an application, the ~~administrator~~Administrator will provide the applicant a written decision, whether or not assistance is granted, that

will state the specific reasons for the decision. The ~~administrator~~Administrator will also provide the applicant written notice that the applicant may appeal to the municipal fair hearing authority if dissatisfied with the decision. When an applicant is determined to be eligible, assistance appropriate to the need will be furnished within 24 hours after the completed application is submitted except when the ~~administrator~~Administrator issues non-emergency assistance conditionally on the successful completion of a workfare assignment (~~see Ordinance §section 5.6 of this ordinance~~).

The ~~administrator~~Administrator will maintain complete and accurate records pertaining to each applicant and recipient. These records are confidential as a matter of law. ~~(see~~  
22 M.R.S. § 4306).

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The ~~administrator~~Administrator will post notice stating the day(s) and hours the ~~administrator~~Administrator will be available. The ~~administrator~~Administrator, or other designated person/entity, will be available to take applications in the event of an emergency at all other times. A copy of this ordinance and Maine General Assistance law will be ~~readily~~ available to any member of the public upon request. Notice to this effect will be posted.

## ARTICLE II

### Definitions

#### Section 2.1—Common Meaning of Words

Unless otherwise apparent or defined, all words in this ordinance will have their common meaning.

#### Section 2.2—Special Definitions

**Administrator.** See “General Assistance Administrator,” below.

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**Applicant.** A person who has submitted ~~either directly or through an authorized representative;~~ an application for ~~GA~~general assistance directly or through an authorized representative, or who has, in an emergency, requested assistance without first completing an application. ~~In addition, all~~ persons on whose behalf an authorized application has been submitted or on whose behalf benefits have been granted shall be considered applicants.

**Application Form.** A standardized form used by the ~~general assistance administrator~~Administrator ~~to for the purpose of allowing~~ a person to apply for ~~GA~~benefits~~general assistance.~~ The application form also ~~and confirm~~ing the fact that a person has made an application. The application form ~~is not complete unless~~must be signed by the applicant ~~to be considered complete.~~

**Basic Necessities.** Food, clothing, shelter, fuel, electricity, potable water, non-elective essential medical services as prescribed by a physician, nonprescription drugs, basic telephone service where it is necessary for medical or work related reasons, property taxes when a tax lien placed on the property threatens the loss of the applicant's place of residence, and any other commodity or service determined essential by the municipality.

"Basic necessities" do not include:

- Phone bills
- Cable or satellite dish television
- Mail orders
- Vehicle payments
- Credit card debt\*\*
- Furniture
- Loan re-payments\*\*
- Cigarettes
- Alcohol
- Pet care costs
- Vacation costs
- Legal fees
- Late fees
- Key deposits
- Security deposits for rental property  
(except ~~when for these situations where~~ no other permanent lodging is available unless a security deposit is paid, and a waiver, deferral or installment arrangement cannot be made between ~~the~~ landlord and tenant to ~~avoid~~satisfy the need for ~~the~~ immediate payment of the security deposit ~~or payment~~ in full) (22 M.R.S. § 4301(1)).

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\*\*Repayments of loans or credit will be treated as having been spent on basic necessities when the applicant can provide verification of this fact.

**Case Record.** An official file containing application forms; correspondence; narrative records and all other communications pertaining to an applicant or recipient; written decisions regarding eligibility including reasons for those decisions ~~and as well as the~~ types and amounts of assistance provided; ~~and all~~ records concerning an applicant's request for fair hearing; ~~and these~~ fair hearing decisions.

**Categorical Assistance.** All state and federal income maintenance programs.

**Claimant.** A person who has requested a fair hearing.

**Deficit.** An applicant's deficit is the appropriate overall maximum level of assistance for the household ~~(as provided in see Ordinance §section 6.8-) of this ordinance~~ less the household income ~~(as calculated pursuant to Ordinance §section 6.7-) of this ordinance~~, provided ~~that this such a~~ calculation yields a positive number. If the household income is

greater than the appropriate overall maximum level of assistance, the household has no deficit.

**Disabled Person.** A person who is presently unable to work or maintain a home due to a physical or mental disability that is verified by a physician or qualified mental health provider.

**Dwelling Unit.** A building or part thereof used for separate living quarters for one or more persons living as a single housekeeping unit (22 M.R.S. § 4301(2)).

**Eligible Person.** A person who is qualified to receive ~~GA~~general-assistance benefits from the municipality according to the eligibility standards ~~of-eligibility-set-forth~~ in this ~~O~~rdinance, Maine ~~General-Assistance-law~~ (22 M.R.S. ch. 1161), and ~~Maine DHH~~Department of Health & Human Services regulations (10-144 C.M.R. ch. 323). If otherwise qualified, "Eligible Person" shall includes U.S. citizens; non-U.S. citizens who are lawfully present in the United States as described in 8 U.S.C. § 1621(a)(1)-(3); and non-U.S. citizens who are pursuing a lawful process to apply for immigration relief. Assistance for non-citizens pursuing a lawful process for immigration relief shall not exceed 24 months beginning with assistance provided after July 1, 2015. "Eligible Person" does not include a fugitive from justice as defined in 15 M.R.S. § 201(4).

**Emergency.** Any life threatening situation, or a situation beyond the control of the individual which, if not alleviated immediately, could reasonably be expected to pose a threat to the health or safety of a person. At the municipality's option, it includes a situation which is imminent and which may result in undue hardship or unnecessary cost to the individual or municipality if not resolved immediately. (22 M.R.S. § § 4301(4), 4308(2), 4310).

**General Assistance ("GA") Program.** A service administered by a municipality for the immediate aid of persons who are unable to provide the basic necessities essential to maintain themselves or their families. A ~~GA~~general-assistance program provides a specific amount and type of aid for defined needs during a limited period of time and is



not intended to be a continuing “grant-in-aid” or “categorical” welfare program. This definition shall not ~~in any way~~ lessen the municipality’s responsibility ~~of each municipality~~ to provide GA benefits~~general assistance~~ to a person each time that the person is in need and is found to be ~~otherwise~~ eligible to receive GA~~general assistance~~ (22 M.R.S. § 4301(5)).

General Assistance (“GA”) benefits. Benefits provided to a person through the GA program.

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General Assistance Administrator~~Administrator~~ (“Administrator”). A municipal official designated to receive applications, make decisions concerning an applicant’s right to receive assistance, and prepare records and communications concerning assistance. He or she may be an elected overseer or an authorized agent such as a town manager, welfare director, or caseworker (22 M.R.S. § 4301(12)).

**Homelessness.** “Homelessness” means a situation in which a person or household is: (a) living in a place that is not fit for human habitation; (b) living in an emergency shelter; (c) living in temporary housing, including but not limited to a hotel, motel, campground, unlicensed campsite or rehabilitation facility; (d) exiting a hospital or institution licensed under 22 M.R.S. ch. 405 or a correctional facility where the person or household resided for up to 90 days if the person or household was in an emergency shelter or a place not fit for human habitation before entering the hospital, institution or correctional facility; (e) losing the person’s or household’s primary nighttime residence and lacking the resources or support networks to remain in that residence; or (f) fleeing or attempting to flee violence and has no other residence.

**Household.** “Household” means an individual or a group of individuals who share a dwelling unit. When an applicant shares a dwelling unit with one or more individuals, even when a landlord-tenant relationship may exist between individuals residing in the dwelling unit, eligible applicants may receive assistance for no more than their pro rata share of the actual costs of the shared basic needs of that household according to the maximum levels of assistance established in the municipal ordinance. The pro rata

share is calculated by dividing the maximum level of assistance available to the entire household by the total number of household members. The income of household members not legally liable shall be considered as available to the applicant only when there is a pooling of income (22 M.R.S. § 4301(6)).

**Income.** "Income" means any form of income in cash or in kind received by the household including:

- Net remuneration for services performed;
  - Cash received on either secured or unsecured credit;
  - Payments received as an annuity, retirement or disability benefits;
  - Veterans' pensions and/or benefits;
  - Retirement accounts or benefits;
  - Workers' compensation payments;
  - Unemployment benefits;
  - Federal and/or state tax returns;
  - Income from pension or trust funds;
  - Student loans;
  - Benefits under any state or federal categorical assistance program
- such as, TANF, Supplemental Security Income, Social Security and any other payments from governmental sources (unless specifically prohibited by any law or regulation);
- Court ordered support payments ; e.g., child support);
  - ~~Income from pension or trust funds~~
  - Household income from any other source, including relatives or unrelated household members; and
  - ~~Student loans~~
  - Rental income.

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The following items ~~will~~shall not be considered as income or assets that must be liquidated for the purposes of deriving income:

- 1) Real or personal income-producing property, tools of trade, governmental entitlement specifically treated as exempt assets by state or federal law;
- 2) Actual work-related expenses, whether itemized or by standard deduction, such as taxes, retirement fund contributions, union dues, transportation costs to and from work, special equipment costs and child care expenses; or

- 3) Earned income of children below the age of 18 years who are full-time students and who are not working full time.

In determining need, the period of time used as a basis for the calculation shall be a 30-day period commencing on the date of the application. This prospective calculation shall not disqualify an applicant who has exhausted income to purchase basic necessities, provided that the income does not exceed the income standards established by the municipality (22 M.R.S. § 4301(7)).

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- 4) Benefits received pursuant to ~~Certain~~ public benefit programs ~~are that are~~ specifically exempt from being counted as income for purposes of GA. These programs include:

- Food Stamps (7 USC § 2017(b))
- Li-Heap (42 USC § 8624)
- Family Development Accounts (22 M.R.S. § 3762)
- Americorp VISTA program benefits (42 USC § 5044 (f))
- Property tax rebates issued under the Maine Property Tax Fairness Credit program, but only if ~~only so long as~~ the money is spent on basic necessities. (22 M.R.S. § 4301(7))
- Aspire Support Service Payments (10-144 CMR Chapter 323)

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**Initial Applicant.** A person who has not previously applied for GA assistance in this or any other municipality. ~~is considered an initial applicant.~~

**Just Cause.** A valid, verifiable reason that hinders an individual from complying with one or more conditions of eligibility or from attending a scheduled fair hearing (22 M.R.S. § § 4301(8), 4316-A(5)).

**Lump Sum Payment.** A one-time or typically nonrecurring sum of money issued to an applicant or recipient. Lump sum payment includes, but is not limited to, retroactive or settlement portions of social security benefits, workers' compensation payments,

unemployment benefits, disability income, veterans' benefits, severance pay benefits, or money received from inheritances, lottery winnings, personal injury awards, property damage claims or divorce settlements. A lump sum payment includes only the amount of money available to the applicant after ~~payment of~~ required deductions ~~haves~~ been ~~taken~~~~made~~ from the gross lump sum payment. A lump sum payment does not include conversion of a non-liquid resource to a liquid resource if the liquid resource has been used or is intended to be used to replace the converted resource or for other necessary expenses. (22 M.R.S.A § 4301 (8-A)).

**Material Fact.** A material fact is a fact that necessarily has some bearing on the determination of an applicant's ~~GAgeneral-assistance-~~eligibility, and which would, if disclosed to the ~~administrator~~Administrator, have some determinable effect on the calculation of eligibility or the issuance of a grant of assistance.

**Maximum Levels of Assistance.** The amount of financial assistance for a commodity or service as established in Ordinance §section 6.8 of this ordinance or the actual cost of any such basic necessity, whichever is less.

**Misconduct.** For purposes of the GA work requirement (~~see 22 M.R.S.A § 4316-A~~) misconduct shall have the same meaning as "misconduct" defined in 26 M.R.S.A § 1043 (23). (~~See Ordinance Appendix I, of this ordinance for the official definition of misconduct.~~) Generally, ~~employees are guilty of~~ misconduct occurs when ~~an~~the employee violates his or her ~~duties or~~ obligations to the employer. Employees who engage in a pattern of irresponsible behavior to the detriment of the employer's interest may also be found guilty of misconduct.

**Municipality.** Any city, town or plantation administering a ~~GAgeneral-assistance~~ program.

**Municipality of Responsibility.** The municipality which is financially liable for the support of an eligible person at the time of application (22 M.R.S. § § 4301(9), 4307).

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**Need.** The condition whereby a person's income, money, property, credit, assets or other resources available to provide basic necessities for the individual and the individual's family are less than the maximum levels of assistance (22 M.R.S. § § 4301(10), 4308).

**Net General Assistance Costs.** Those direct costs incurred by a municipality in providing assistance to eligible persons according to standards established by the municipal officers. These do not include the administrative expenses of the ~~G~~Ageneral ~~assistance~~ program (22 M.R.S. §§ 4301(11), 4311).

**Period of Eligibility.** The time for which a person has been granted assistance. The period of eligibility may vary depending on the type of assistance provided; however, in no event shall this period extend beyond one month (22 M.R.S. § 4309(1)).

**Pooling of Income.** "Pooling of income" means the financial relationship among household members who are not legally liable for mutual support in which there occurs any commingling of funds or sharing of income or expenses. ~~This Municipalities may by ordinance establish~~es as a rebuttable presumption that persons sharing the same dwelling unit are pooling their income. Applicants who ~~are requesting~~ that the determination of eligibility be calculated as though one or more household members are not pooling their income have the burden of rebutting the presumed pooling of income.

**Real Estate.** Any land, buildings, homes, mobile homes and any other things affixed to the land (22 M.R.S. § 4301(13)).

**Recipient.** A person who has applied for and is currently receiving ~~G~~Ageneral ~~assistance~~.

**Recovery Residence.** Recovery residence" means a shared living residence for persons recovering from substance use disorder that is focused on peer support, provides to its residents an environment free of alcohol and illegal drugs and assists its residents by connecting the residents to support services or resources in the community

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that are available to persons recovering from substance use disorder. 5 M.R.S. § 20003(19-D).

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**Registered Domestic Partner.** An individual registered as the domestic partner of the applicant pursuant to 22 M.R.S. § 2710.

**Repeat Applicants.** All applicants for GAgeneral-assistance benefits that are not initial applicants are repeat applicants. For purposes of this ordinance “repeat” and “subsequent” shall have the same meaning.

**Resident.** A person who is physically present in a municipality with the intention of remaining in that municipality in order to maintain or establish a home and who has no other residence. A person who applies for assistance in a municipality who is not a resident of that municipality or any other municipality is the responsibility of the municipality where the person first applies. That municipality must take an application and grant assistance to the applicant if he/she is eligible, until he/she establishes a new residence in another municipality (22 M.R.S. § 4307).

**Resources.** Resources include any program, service, or other sources of support which are an alternative to or supplement for GAgeneral-assistance. There are two kinds of resources: “available” and “potential”. Potential resources are programs, services, non-liquid assets, or trusts that typically require people to apply in writing and/or wait a period of time before eligibility is determined or the potential income is released.

Potential resources include, but are not limited to, any state or federal assistance programs, employment benefits, governmental or private pension programs, available trust funds, support from legally liable relatives, child support payments, and jointly held resources where the applicant or recipient share may be available to the individual (22 M.R.S. § 4317). Potential resources include the TANF (previously known as AFDC) program, Food Stamps, fuel assistance (HEAP), subsidized housing, and similar programs.

Available resources include resources which are immediately available to the applicant or which can be conveniently secured by the applicant without delay, such as cash on hand or in bank accounts, assets for which there is an immediate and available market, or support from relatives which is being made available at the time of application and for which the applicant does not have to take any unreasonable steps to secure (e.g., relocation beyond the immediate region). At the discretion of the ~~GA administrator~~Administrator a ~~necessary~~ minimum balance required by a financial institution in order to obtain free checking or in order to maintain the account shall not be considered an available resource.

The ~~municipal GA administrator~~Administrator reserves the right to inform GA clients of services, commodities or facilities made available by private organizations or charities; ~~however, . Although GA applicants/recipients may be informed of the existence of a charitable resource and/or organization, GA eligibility for GA benefits~~ shall not be based or conditioned on the use of a private charitable resource(s).

**30-Day Need.** An applicant's 30-day need is the sum of the household's prospective 30-day costs, from the date of application, for the various basic necessities. For the purpose of this calculation, the 30-day cost for any basic need shall be the household's actual 30-day cost for the basic necessity or the maximum 30-day cost for the basic necessity as established by this ordinance, whichever is less.

**Unforeseen Repeat Applicants.** ~~Are~~ repeat applicants who ~~has~~have not applied for assistance within the last twelve months and who ~~has~~have been regularly employed or receiving support from a public benefit program or private source and who ~~has~~have unexpectedly become unemployed through no fault of their own or whose benefits (e.g., through an available resource) have ceased through no fault of their own.

**Unmet Need.** An applicant's unmet need is the household's 30-day need ~~(as established by Ordinance §section 6.6) of the ordinance~~ less the household income ~~(as calculated pursuant to Ordinance § section 6.7) of this ordinance~~, provided such a

calculation yields a positive number. If the household income is greater than the household's 30-day need, the household does not have an unmet need.

**Work Requirements.** Work requirements are ~~these~~ obligations the ~~municipal administrator~~Administrator places on applicants ~~for general assistance~~ as directed and/or authorized by 22 M.R.S. § 4316-A to the extent such obligations (1) ensure a continuing potential eligibility for ~~GA~~general assistance when complied with, (2) result in ineligibility when violated, and (3) are not merely optional, discretionary, or advisory. Work requirements include registering for work, looking for work in good faith, accepting all suitable job offers, maintaining employment, performing workfare, and participating in training, educational, or rehabilitation programs that will assist the participant in securing employment.



## ARTICLE III

### Administrative Rules and Regulations

~~The following are rules and regulations for the administration of general assistance.~~

#### Section 3.1—Confidentiality of Information

Case records and all other information relating to a GAn applicant or recipient ~~of general assistance~~ are confidential and will not be disclosed to the general public, ~~unless the applicant or recipient states in writing what information is to be released~~ (22 M.R.S. § 4306).

**Release of Information.** Applicants, recipients and their legal representatives have the right to review their case records.

~~Applicants, recipients and their legal representatives have the right to review their case records.~~ No record will be released to a third party, ~~however,~~ unless the ~~administrator~~Administrator receives a signed consent form signed by in which the applicant expressly ~~authorizes~~ing the release of his or her records to the specified parties. Whenever the ~~administrator~~Administrator releases any information, he/she will make a notation in the applicant's file stating to whom the record was released and the date. The ~~administrator~~Administrator may charge a reasonable fee for ~~the~~ reproduction of ~~any records when appropriate.~~

**Information from Other Sources; Penalty.** Information concerning an applicant or recipient furnished to the municipality by ~~the DHH~~Department of Health and Human Services or any other agency or institution pursuant to 22 M.R.S. § 4314, is confidential. The ~~general assistance administrator~~Administrator will also comply with laws ~~requiring~~lating to the confidentiality of vital statistic records such ~~as these~~ concerning birth, marriage and death records. (22 M.R.S. § 2706).

Any representative of a financial institution or any employer of a ~~GA~~general-assistance applicant who, upon receipt of a written release signed by the depositor ~~/employee~~ and a written request from the ~~Administrator~~Administrator, refuses to provide necessary information to the ~~administrator~~Administrator in order to verify an applicant's eligibility must state in writing the reason for the refusal. National banks are also obligated to disclose deposit information to the ~~Administrator~~Administrator upon receipt of a written request and release signed by the depositor. Additionally, when a municipality or its agents are acting in accordance with section 4313(2) to verify eligibility for funeral or cremation benefits, an officer of a financial institution must disclose the amount deposited upon receipt of a written request from the municipality or its agents and a notarized affidavit signed by the overseer of the municipality or its agents stating that the named depositor is deceased. Any such person who refuses to provide information, without just cause, may be subject to a civil penalty of not less than \$25 nor more than \$100. Any person, including the applicant, who knowingly and willfully makes a false representation of a material fact to the ~~administrator~~Administrator is committing a Class E crime (22 M.R.S. § § 4314, 4315).

**Misuse of Information.** Misuse of any information relating to an applicant or recipient is a punishable offense (22 M.R.S. § 42(2)).

### Section 3.2—Maintenance of Records

The ~~general-assistance administrator~~Administrator will ~~maintain~~keep complete and accurate ~~general-assistance-program~~ records (22 M.R.S. § 4306). These records are necessary to::

- ~~(— a) —~~ ~~provide a valid basis of~~ document and accounting for municipal program expenditures;
- ~~(— b) —~~ document and support decisions concerning ~~an~~ applicants ~~and-or~~ recipients; and

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—(c) ~~ensure the availability of all relevant information~~ is available for ~~in the event of~~ any fair hearing or judicial review of ~~a decision by the general assistance administrator~~ Administrator's decisions.

**Case Records.** The ~~administrator~~ Administrator will ~~establish and~~ maintain a separate case record, ~~either in paper or format or~~ digital format, for each applicant or recipient. Each case record will include at least:

- household applications;
- household budget sheets;
- ~~information concerning~~ the types and amounts of assistance provided;
- narrative statements describing the nature of the emergency situation whenever GA ~~general assistance~~ is granted in amounts greater than the applicant's mathematical eligibility (i.e., deficit or unmet need, whichever is less);
- written decisions;
- requests for fair hearings and the fair hearing authority decisions;
- workfare participation records;
- repayments to the municipality;
- narrative writings documenting the need for general assistance, the results of home visits, collateral information, referrals, changes in status;
- client authorization(s) for the release of GA information and/or reason(s) for the release of confidential information;
- adjustments in aid, and suspension or termination of eligibility;
- physician's documentation;
- Supplemental Security Income (SSI) interim assistance reimbursement authorization forms; and
- vendor forms

Case records will not include information ~~or material~~ that is irrelevant to ~~either~~ the applicant's or recipient's application or the ~~administrator~~ Administrator's decisions.

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**Retention of Records.** ~~GA~~general assistance records shall be retained for at least ~~minimum of~~ three full years. The three-year period shall coincide with ~~the~~ the ~~the~~ sState government's fiscal year which begins July 1 and ends on the following June

30. Records may be destroyed after three years by ~~one of the two preferred methods of destruction for confidential records, i.e.,~~ supervised shredding, burning or an appropriate digital deletion/destruction process. ~~If in the event a~~ recipient~~elient~~'s records contain SSI reimbursement forms, the recipient~~elient~~'s records should be remain~~t~~ained so that the municipality may seek reimbursement.

## ARTICLE IV

### Application Procedure

#### Section 4.1—Right to Apply

**Who May Apply.** ~~Any person~~ may apply for ~~GA~~general assistance. The head of the family, any other responsible household member, or an authorized representative must apply in person, except in special emergency situations ~~(see Ordinance as provided in section § 4.9) of this ordinance~~ or ~~except~~ when the applicant ~~resides at~~ is a resident of an emergency shelter and the municipality has made an agreement with that emergency shelter to presume shelter residents ~~to be~~ eligible for ~~GA~~general assistance benefits (22 M.R.S. § 4304(3)). In such cases, the ~~administrator~~Administrator may require a representative to present a signed statement documenting that he/she is ~~in fact~~ authorized to apply ~~for general assistance~~ on behalf of the named applicant. The applicant or representative must complete a written application and any other ~~required~~ forms ~~necessary for so that the administrator~~Administrator ~~to~~can determine eligibility (22 M.R.S. § § 4305, 4308). With notice, all members of the household receiving ~~GA~~general assistance may be required to physically present themselves to the ~~administrator~~Administrator. Note that fugitives from justice are ineligible for ~~GA~~benefitsgeneral assistance.

**~~Telephone Applications~~ Via Telephone.** When a person has an emergency but is unable to apply in person due to illness, disability, lack of child care, lack of transportation or other good cause, and he/she cannot send an authorized representative, the ~~administrator~~Administrator will accept an application by telephone. The telephone application ~~is subject to written verification process will include the administrator receiving written verification by mail and a visiting to~~ the applicant's home with his or her permission (22 M.R.S. § 4304).

**Written Application Upon Each Request.** Each request for assistance will be administered in accordance with these guidelines, ~~and t.~~The

~~administrator~~Administrator will make an independent determination of eligibility for ~~GAgeneral-assistance~~ each time a person applies (22 M.R.S. § § 4308, 4309).

**Applications Accepted; Posted Notice.** Application forms will be available during regular business hours at the municipal office and when the ~~general-assistance~~ ~~administrator~~Administrator is conducting interviews with applicants. ~~-Completed applications will be accepted and interviews given only during the regular hours established and posted by the Administrator. In an emergency, however, the Administrator or his or her designee will be available to accept applications for assistance whenever necessary.~~

~~The municipality will post n~~Notice will be posted stating the times and location when and where people may apply for assistance and the-contact information for~~name of the administrator~~Administrator available to take emergency applications at all other times. In addition, the posted notice shall state that the ~~include the fact that the~~ municipality ~~must~~must-issu ~~issue~~ee a written decision on all applications within 24 hours, and will include the DHHS toll-free telephone numbers for reporting alleged violations or complaints. ~~Completed applications will be accepted and interviews given only during the regular hours established and posted by the administrator. In an emergency, however, the administrator or his or her designee will be available to accept applications for assistance whenever necessary~~ (22 M.R.S. § 4304).

#### Section 4.2—Application Interview

Except when it is impractical, the ~~general-assistance-administrator~~Administrator will interview each applicant in ~~personally~~ before making a decision. ~~The-i~~Interviews will be conducted in private, although the applicant may be accompanied by a legal representative, friend or family member.

#### Section 4.3—Contents of the Application

~~Ant-a-minimum,~~ the application must ~~will~~ contain the following ~~mandatory~~ information:

- a) ~~the~~ applicant's name, address, date of birth, ~~SSN~~~~eeial~~~~Security~~~~number~~ or appropriate United States Customs and Immigration Services (USCIS) documentation, and phone number;
- b) ~~the~~ names, date(s) of birth, and ~~SSN~~~~eeial~~~~Security~~~~number~~(s) or appropriate USCIS documentation of other household members for whom the applicant ~~is~~ seeking assistance;
- c) ~~the~~ total number of individuals living with the applicant;
- d) employment and employability information;
- e) ~~a listing of~~ all household income, resources, assets, and property;
- f) ~~the applicant's~~ household expenses;
- g) ~~the~~ types of assistance ~~being~~-requested;
- h) ~~a statement of the~~ penalty for false representation;
- i) ~~the~~ applicant's permission ~~for the Administrator~~ to verify information;
- j) ~~the~~ signature of applicant and date.

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~~Ifn the event~~ an initial applicant is unable to provide identification records (e.g., ~~SSN~~~~eeial~~~~Security~~ card/number) because the record may have been lost, stolen or misplaced, the ~~Administrator may iallow the~~ initial applicant ~~may be provided~~ a reasonable amount of time (~~,-e.g., five working days~~), ~~in order~~ to obtain copies of identification records. Provided the initial applicant makes a good faith effort to obtain the item/record sought, GA ~~benefits necessaryrequired~~ to cure an immediate and/or emergency need shall not be withheld. In such cases the ~~Administrator municipality~~ may elect to provide ~~only~~ a prorated amount of GA (~~,-e.g., five day's' -worth~~), while the applicant ~~proceeds to~~~~attempts to~~ obtain the required information.

#### Section 4.4 ~~General Assistance Administrator~~Administrator's Responsibilities at the Time of the Application

The ~~administrator~~Administrator will ~~make every effort to~~ inform all applicants of: (1) their rights and responsibilities; (2) ~~as well as the~~ general program requirements ~~for associated with~~ applying for and receiving GA~~general assistance~~, and (3) including



application requirements, eligibility guidelines, applicant rights, and applicant reimbursement obligations.

**Application Requirements.** The ~~administrator~~Administrator will ~~help~~ help the applicants complete fill out the application forms, ~~and as described in the preceding section. The administrator will inform the applicants of any other information or document~~sation that necessary the applicant will have to provide in order for the administrator to evaluate the applicant's eligibility ~~for assistance~~. The ~~administrator~~Administrator will fully explain the purpose of any forms consenting to release of the applicant's information form and any ~~or benefit~~ reimbursement agreements before the Administrator requests seeking to ~~obtain~~ the applicant's signature or written authorization.

**Eligibility Requirements.** The ~~administrator~~Administrator will inform, ~~either verbally or in writing,~~ the applicant, either orally or in writing, of the eligibility requirements of the program, including:

- the income standard of need;
- the applicant's ongoing use-of-income, work-related, and resource-related responsibilities, as described in the section immediately below;
- the ~~financial~~ reduction in assistance that results from is the consequence of spending household income on non-basic necessities;
- immigration status (see definition of "Eligible Person"); and
- the disqualification penalties associated with committing fraud, failing to perform work-related assignments without just cause, or failing to make a good faith effort to secure potential resources when the requirement to attempt to obtain those resources has been explained to the applicant in writing.

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**Applicant Rights.** The ~~administrator~~Administrator will inform all applicants of their rights to:

- review the municipal ~~GA~~General Assistance ordinance and Maine ~~GA~~statute and regulations~~General Assistance law~~;

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- apply for assistance;
- receive a written decision concerning eligibility within 24 hours ~~after~~of ~~application~~ing for assistance;
- confidentiality of the application and other records;
- contact the DHHS with complaints;
- challenge the ~~administrator~~Administrator's decision by requesting a fair hearing.

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**Reimbursement/Recovery.** The ~~administrator~~Administrator will inform the applicant/recipient that he/she must reimburse the municipality ~~for~~ the amount of GA general assistance benefits he/she has been granted ~~in the event he/she of a~~ subsequently has the -ability to pay. The municipality may also, as appropriate, contact ~~and inform~~ the applicant/recipient's legal representative ~~to inform him or her of the~~ recipient's obligation to repay the municipality ~~under the GA program.~~

~~In addition to seeking repayment from a recipient, T~~the municipality ~~also~~ may also recover the amount of assistance granted to a recipient during the previous 12 months from any relative legally liable for the applicant's support, such as a ~~(spouses, or the~~ parents of persons under the age of 25. ~~(. See Article VIII, "Recovery of Expenses")~~ (22 M.R.S. § § 4318, 4319). Whenever applicable, the ~~administrator~~Administrator will explain the ~~various~~ liens a municipality may place against a recipient's real or personal property, such as the mortgage or capital improvement lien, the Workers' Compensation lump sum payment lien, or the SSI "interim assistance agreement" lien, ~~as these liens~~ are described in Article VIII, "Recovery of Expenses."

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#### Section 4.5—Responsibilities of the Applicant at the Time of Application

The applicant ~~is~~ has the responsibility ~~at the time of each application~~ to provide accurate, complete and current household information and verifiable documentation at the time of each application concerning:

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- Income
- Resources
- Assets

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- Employment
- Use of income
- Names and addresses of any relatives legally liable for the applicant's support
- Any change in this information from a previous application that would affect household eligibility (22 M.R.S. § 4309).

In addition, the applicant must accurately report and provide verifiable documentation that shows the applicant:

- a) has remained employed, if previously employed, and has not quit work without just cause or been discharged from employment for misconduct;
- b) has been seeking employment, if previously unemployed or employed on a part-time basis, has accepted any suitable offer of employment, and has satisfactorily performed all workfare assignments or had just cause not to perform those assignments;
- c) has made use of all available and potential resources when directed in writing to such a program by the ~~administrator~~Administrator, including, but not limited to, other government benefit programs or the assistance of liable relatives of sufficient means; and
- d) has participated in any training, retraining, educational or rehabilitative program when appropriate and when directed in writing to such a program by the ~~administrator~~Administrator, in order to diminish the applicant's need for general assistance (22 M.R.S. § §4316-A, 4317).

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#### Section 4.6—Action on Applications

**Written Decision.** The ~~general-assistance-administrator~~Administrator will ~~issue~~ give a written decision ~~to the applicant concerning concerning the applicant's~~ his or her eligibility within 24 hours after the applicant submits a written application. Assistance will be furnished to eligible applicants within that period except when the municipality is permitted by law (and pursuant to Ordinance §section 5.6-of-this-ordinance) to issue assistance conditionally on the successful completion of a workfare assignment (22

M.R.S. § § 4305, 4316-A, 4321). A written decision will be given each time a person applies, whether assistance is granted, denied, reduced or terminated.

**Content of Decision.** The Administrator's written decision will contain ~~the following~~ information:

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- a) the type and amount of ~~benefits~~said the applicant is being granted, or the applicant's ineligibility for benefits;
- b) the period of eligibility if the applicant is eligible for assistance;
- c) the specific reasons for the Administrator's decision;
- d) the applicant's right to a fair hearing; and
- e) the applicant's right to notify the DHHS if he/she believes the municipality has acted illegally (22 M.R.S. § 4321).

#### Section 4.7—Withdrawal of an Application

An application ~~will be~~ is considered withdrawn if :

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- a) ~~the applicant requests in writing that~~ the~~his or her~~ application be withdrawn; or if
- b) ~~the applicant refuses to complete or sign the application or any other document form~~ needed by the ~~general assistance administrator~~Administrator.

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#### Section 4.8—Temporary Refusal to Accept Application

Under special circumstances, the ~~general assistance administrator~~Administrator may temporarily refuse to accept applications. Such circumstances ~~may~~ include, but are not limited to, the following:

- a) When the applicant's conduct is abusive, disruptive, or harassing, or when the applicant is under the influence of drugs or alcohol. In these situations, the applicant will be asked to leave; ~~and~~ if the applicant refuses to leave, the police may be summoned. The applicant will be informed that an application will only be accepted when his or her conduct is under control.

- b) If the ~~administrator~~Administrator believes that an applicant's behavior presents a threat to the health or safety of the public or to a municipal employee, ~~or if the applicant's~~such behavior is violent, or if an applicant has engaged in abusive, disruptive or harassing behavior and has been required to leave on more than one occasion, ~~then~~ the applicant may be required to designate a third party to apply for assistance on his or her behalf and the applicant may be prohibited from entering the municipal building;
- c) When a third person applies for assistance on behalf of the applicant that person may be required to provide written verification that he/she has been duly authorized to act as a representative for the applicant (22 M.R.S. § 4308).

#### Section 4.9—Emergencies

An "emergency" means ~~is considered to be~~ any life threatening situation, or a situation beyond the control of the applicant which if not alleviated immediately could reasonably be expected to pose a threat to the health or safety of the applicant or a member of the household (22 M.R.S. § 4301(4)). An emergency includes homelessness or imminent homelessness. ~~Even if~~Although an applicant is they may be considered otherwise ineligible to receive GA benefits~~general assistance~~, unless he/she is disqualified as provided below, emergency assistance may be granted to applicants~~persons who apply for assistance to alleviate an emergency may be granted assistance, except as provided below, if they lack~~do not have sufficient income and resources to meet ~~the~~an ~~actual~~ emergency need and also have not had sufficient income and resources to avert the emergency (22 M.R.S. § 4308).

A municipality may provide emergency assistance when the municipality determines that an emergency is imminent and that failure to provide assistance may result in undue hardship and unnecessary costs to either the applicant~~tenant~~ or the municipality.

**Disqualification for Emergency Assistance.** A person who is currently disqualified from receiving G~~A~~eneral Assistance due to a violation of Ordinance §§~~sections~~ 5.5, 5.6, 5.7,

5.8, 5.9 or 6.4 ~~of this ordinance~~ is ineligible to receive emergency assistance (22 M.R.S. § 4308(2)(A)). However, dependents of a disqualified person may be eligible for assistance. For the purposes of this section, "dependents" are defined as: (1) a dependent minor child; (2) an elderly, ill or disabled person; or (3) a person whose presence is required to provide care for any child under the age of 6 years or any ill or disabled member of the household (22 M.R.S. § 4309(3)).

~~If in the event~~ one or more members of a household are disqualified and assistance is requested for the remaining dependents, the eligibility of those dependents will be calculated by dividing the maximum level of assistance available to the entire household by the total number of household members.

**Assistance Prior to Verification.** Whenever an applicant informs the ~~administrator~~Administrator that he/she needs assistance immediately, the ~~administrator~~Administrator will grant, pending verification, the assistance within 24 hours, provided that:

- a) after interviewing the applicant the ~~administrator~~Administrator has determined that the applicant will probably be eligible for assistance after a verification of information is completed; and
- b) the applicant submits documentation when possible, to verify his or her need. The ~~administrator~~Administrator may contact at least one other person to confirm the applicant's statements about his/her ~~needing for~~ emergency assistance. No further assistance will be authorized until the applicant's eligibility is confirmed (22 M.R.S. § 4310).

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**Telephone Applications.** If a person has an emergency need and cannot apply in person due to illness, disability, lack of transportation, or other good cause, and if there is no authorized representative who can apply on behalf of the applicant, the ~~administrator~~Administrator shall accept an application over the telephone (22 M.R.S. § 4304).

~~The administrator will not grant any Assistance will not be granted after as the result of~~  
a telephone application if the applicant refuses to allow the ~~administrator~~Administrator to  
verify ~~the~~ information provided by the applicant either by visiting his or her home or by  
mail, and the ~~administrator~~Administrator cannot determine ~~his or her~~ eligibility through  
any other means.

**Limitation on Emergency Assistance.** Applicants are not automatically eligible for  
emergency assistance. If an applicants had income which could have been used to  
prevent all or part of an emergency, but ~~he or she~~they spent that income on items which  
are not basic necessities, the ~~applicant~~y will not be eligible to receive ~~GA~~general  
~~assistance~~ to replace the misspent money (22 MRSA § § 4308(2) & 4315-A).

All applicants ~~must have the responsibility to~~ provide the ~~administrator~~Administrator with  
verifiable documentation demonstrating that the applicant ~~lacked~~did not have sufficient  
income to avert the emergency situation. According to the following criteria, the  
~~administrator~~Administrator may limit emergency assistance to cover only the difference  
between the amount of money necessary for the household to avoid the emergency and  
the amount of income available to the household during the applicable time period.

- a) The applicable time period shall be the 30 days preceding the application for  
emergency assistance, except in those cases where the emergency was created  
by a negative account balance for a commodity or service (such as rent,  
mortgage or utility payments), and the negative account balance was created  
over a longer period of time. In such cases, the applicable time period shall be  
the consecutive length of time the account balance has been in the negative.
- b) The ~~administrator~~Administrator shall seek from the applicant all information  
pertinent to the applicant's ability to provide for his or her basic necessities for  
the applicable time period, including evidence of all income and resources  
received over that period of time.

- c) The ~~administrator~~Administrator shall calculate all costs per month for the household's basic necessities during the applicable time period, ~~per month,~~ consistent in accordance with the maximum levels established by this ordinance for the specific basic necessity or the actual monthly cost, whichever is less, including all costs associated with averting the particular emergency situation for which the applicant is seeking assistance.
- d) From the total household costs for basic necessities during the applicable time period, the ~~administrator~~Administrator shall subtract the total income and lump sum payments available to the household for the applicable time period as well as the total general assistance actually received during the applicable time period.
- e) The ~~administrator~~Administrator may restrict the issuance of emergency assistance to the difference yielded by the computation in subsection (d), even when such a grant will not totally alleviate the emergency situation.
- f) The ~~administrator~~Administrator may waive this limitation on emergency assistance in life threatening situations or for initial applicants; that is, persons who have never before applied for general assistance.
- g) Nothing in these criteria may be construed as prohibiting a municipality from electing to alleviate an emergency situation in the most cost-effective manner available, provided such a determination of eligibility for emergency assistance is in conformance with general assistance law.

#### Section 4.10—Residence

The ~~administrator~~Administrator shall provide ~~GAgeneral-assistance~~ to all eligible ~~applicants persons applying for assistance~~ who are residents of this municipality. A resident is a person who has no other residence, ~~and~~ is physically present in this municipality and who intends to remain here and establish a household.



The municipality also recognizes its responsibility to provide assistance to eligible persons who apply here and who are not residents of this municipality or any other municipality. If a person who is not a resident of any municipality applies in this municipality first, the ~~administrator~~Administrator will determine his or her eligibility and, if eligible, will grant assistance until he/she establishes a residence in another municipality (22 M.R.S. § 4307).

**Moving/Relocating.** The municipality will not consider moving or transporting an applicant or recipient into another municipality unless the person requests assistance to relocate to another municipality. If the ~~administrator~~Administrator determines the applicant is eligible and grants financial assistance to help with the requested relocation, this municipality will be responsible for providing assistance to the applicant for 30 days after he/she moves provided the recipient remains eligible.

**Institutions.** If a resident of this municipality enters an institution located in another municipality (such as a group home, shelter, rehabilitation center, nursing home, or hospital) and requests assistance while at the institution, he/she will be the responsibility of this municipality for up to 6 months after he/she enters the institution if the conditions of 22 M.R.S. § 4307 and § 4313 are met. The municipality thereafter retains responsibility for an applicant in an institution only if the applicant has maintained a home in this municipality to which he/she intends to return. The municipality also recognizes its responsibility for applicants residing in an institution in this municipality if such an applicant had no residence prior to entering the institution (22 M.R.S. § 4307(4)).

**Temporary Housing.** Hotels/motels and similar places of temporary lodging are considered institutions if the municipality grants financial assistance for, makes arrangements for, or advises or encourages an applicant to stay in temporary lodging.



**Note:** ~~A municipality~~ Municipalities which illegally ~~denies~~ deny housing assistance will be responsible for the applicant for up to 6 months if, and, as a result of the denial, the applicant stays in temporary lodging, ~~are responsible for the applicant for up to 6 months and~~ The municipality may also be subject to other penalties (22 M.R.S. § 4307(4)).

**Disputes.** When the ~~administrator~~ Administrator believes that an applicant is a resident of another municipality but that municipality disputes its responsibility, the ~~administrator~~ Administrator will notify ~~the~~ DHHS' ~~in~~ Augusta office (287-3654 or 1-800-442-6003). If the applicant applies in this municipality first, the ~~administrator~~ Administrator will determine his or her eligibility and, if eligible, will grant assistance until the DHHS has concluded which municipality is responsible for providing assistance. If another municipality was responsible, the DHHS will recover the amount due from the other municipality. (22 M.R.S. § § 4307(5), 4307(6)).

## ARTICLE V

### Eligibility Factors

A person will be eligible for GAgeneral-assistance if he/she is an “Eligible Person” as defined in section 2.2, is in need, and has complied with the eligibility requirements set forth below. *(For guidance in determining whether an applicant is an Eligible Person, contact the DHH Department of Health & Human Services at (800) 442-6003 (TTY: 287-6948)).*

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#### Section 5.1—Initial Application

**Initial Application.** For initial applicants, ~~except as provided immediately below,~~ need will be the sole condition of eligibility, ~~except that a. The exception to this general rule, as provided by law, applies to all~~ applicants, including initial applicants, ~~who are~~ disqualified for a defined period (1) for quitting employment without just cause or for being discharged from employment for misconduct ~~(22 M.R.S. § 1043-(23))~~ *(see Ordinance §section 5.5 of this ordinance)* or (2) who are ~~and to~~ fugitives from justice as defined in 15 M.R.S. § 201(4) (22 M.R.S. § 4301(3)). An initial applicant is a person who has never before applied for GAgeneral-assistance in any municipality in Maine (22 M.R.S. § 4308(1)).

“Need” means that the applicant’s income (including prorated income, where applicable), property, credit, assets or other resources are less than the overall maximum level of assistance contained in Ordinance §section 6.8 of this ordinance or the applicant’s 30-day need, whichever is less, and he/she does not have adequate income or other resources available to provide basic necessities.

**RepeatSubsequent Applicants.** Persons who are not initial applicants are repeat applicants; ~~these are . Repeat applicants are personseple~~ who have previously applied for GAgeneral-assistance at someany time, including in the past. ~~Repeat applicants are also people~~ persons on whose behalf a GAgeneral-assistance application was

~~previously~~ made at any time ~~in the past~~, provided that ~~at such a time~~ the applicant was not a dependent minor in the household ~~at the time of the previous application~~. ~~For repeat applicants-~~ To be eligible for ~~GA~~ general assistance, ~~repeat applicants-~~ they must be in need and meet all other eligibility requirements. The eligibility of repeat applicants may also be adversely affected to the extent they have not used their income and resources to secure basic necessities.

#### Section 5.1A – Presumptive Eligibility

A person who is provided shelter in an emergency shelter for the homeless located in the municipality shall be presumed to be an eligible person. Presumed eligibility may not exceed 30 days within a 12-month period. ~~After the period of presumed eligibility, f~~Full eligibility must be verified ~~before prior to assistance will be issued, -subsequent to the presumed period of eligibility-~~. When presumptive eligibility is determined under this section, no other municipality may be determined to be the municipality of responsibility during that 30-day period.

#### Section 5.1B – Recovery Residences

The Administrator will not deny GA benefits to a person for the sole reason that the person is residing in a recovery residence. Beginning July 1, 2022, housing assistance will not be provided to a person residing in a recovery residence that has not been certified in accordance with 5 M.R.S. § 20005 (22), except that the person may receive housing assistance while residing in an uncertified recovery residence for one 30-day period only. The Administrator will inform the person of the requirements and time limits regarding recovery residences. A person who is ineligible for housing assistance under this subsection may remain eligible to receive GA for other basic necessities.

#### Section 5.2—Eligibility for Categorical Assistance

Receipt of categorical assistance will not disqualify an otherwise eligible a person, ~~from receiving general assistance if the applicant is otherwise eligible-~~. Benefits received

from other assistance programs will be considered as income when determining need, with the exception of Food Stamps, which will not be counted as income or resources or otherwise taken into consideration when determining need (7 U.S.C. § 2017 (b)).

In addition, ~~any~~ fuel assistance (HEAP/ECIP) received by an applicant will not be considered as income; that is, the ~~administrator~~ Administrator will always compute the heating needs of an applicant who has received HEAP or ECIP as if that applicant paid all costs associated with his or her fuel needs (42 U.S.C. §8624(f)). ~~The calculation of general assistance for heating energy needs~~ When an applicant has received HEAP or ECIP, GA heating energy needs will be calculated ~~shall be accomplished pursuant to~~ in accordance with Ordinance § 6.7, subsection (c) ~~subsection (e)~~ under "Types of Income" ~~at section 6.7 of this ordinance~~. For several additional exceptions please refer to the definition of "Income" in this Ordinance (see Ordinance § 2.2, page 7, subsection 4).

Applicants or recipients must apply for other program benefits within 7 days after being advised in writing to do so by the ~~general assistance administrator~~ Administrator. Persons who, without just cause, make no good faith effort to obtain a potential resource will be disqualified from receiving assistance until they make a good faith effort to obtain the benefit (22 M.R.S. § 4317).

### Section 5.3—Personal Property

- a) **Liquid Assets.** No person owning assets easily convertible into cash, including but not limited to, bank deposits, stocks, bonds, certificates of deposit, retirement accounts, life insurance policies and other marketable security, will be eligible for ~~GA general assistance~~ unless and until he or she uses these assets to meet his or her basic needs, and thereby exhausts them. At the discretion of the ~~GA administrator~~ Administrator, liquid assets ~~need not include~~ mean a reasonable minimum balance necessary ~~to~~ for obtaining free checking. Although one checking account per household may be allowed, any monies over the minimum required to obtain free checking are to be considered available liquid assets.

- b) **Tangible Assets.** No person owning or possessing personal property, ~~including such as~~ but not limited to: a motor vehicle (except as provided immediately below in subsection c), or a boat, trailer, recreation vehicle or other assets that are convertible into cash and are non-essential to the maintenance of the applicant's household, will be eligible for ~~GA general assistance~~. Exceptions may be made when a person is making an initial application or is an unforeseeable repeat applicant as defined in ~~Ordinance § Section~~ 2.2 or when reasonable efforts to convert assets to cash at fair market value are unsuccessful. Tools of a trade, livestock, farm equipment and other equipment used for the production of income are exempt from the above category and are not considered available assets.
- c) **Automobile Ownership.** Ownership of one automobile per household will not make a person ineligible for assistance if such vehicle is essential for transportation to employment or for seeking employment, obtaining medical care, rehabilitation or training facilities, or for any other reason the GA ~~administrator~~ Administrator determines reasonable for the maintenance of the applicant's household. ~~GA r~~ Recipients of general assistance who own an automobile with a market value greater than \$8,000 may be required, with ~~written,~~ 7-day's written notice, to make a good faith effort to trade that automobile for an automobile with a market value of less than \$8,000. Any income received by the applicant by virtue of such a trade down must be used for his or her basic necessities. Failure to liquidate or trade down the excess value of any automobile asset can result in disqualification (22 M.R.S. § 4317).

The ~~Administrator~~ municipality will neither pay nor consider as necessary any car payment or vehicle maintenance cost, including insurance, for which the applicant is responsible. However, ~~if provided~~ the vehicle's value is \$8,000 or less and the applicant is utilizing the vehicle for ~~any of the above mentioned~~ "essential" reason ~~(see above)s,~~ the ~~Administrator~~ municipality in its discretion may choose to not consider reasonable car payments, reasonable car insurance

~~orand~~ reasonable associated costs of maintenance as “misspent” income.

~~GAeneral-assistance~~ for travel-related needs shall be computed in accordance with Ordinance §section 6.8(F)(7), (8) “Work Related/Travel Expenses.”

- d) **Insurance.** Insurance ~~that is~~ available to an applicant on a non-contributory basis or ~~that is~~ required as a condition of employment will not be a factor in determining eligibility for ~~GAgeneral-assistance~~. Life insurance with a cash surrender value may, at the discretion of the ~~GA-administrator~~Administrator, be considered as a tangible asset.
- e) **Transfer of Property.** Applicants who transfer assets for less than fair market value to someone else solely for the purpose of establishing eligibility for ~~GAgeneral-assistance~~ will not be granted ~~GAgeneral-assistance~~ benefits to replace the uncompensated value of the transferred asset. Assistance will be denied within a 120-day limit up to the uncompensated value of the asset which was transferred unless the transfer of asset is fraudulently misrepresented, in which case a 120-day disqualification will be issued. There will be a presumption that the applicant transferred his or her assets in order to be eligible for ~~GAgeneral-assistance~~ whenever property is sold for less than the fair market value or when the transfer occurred within 30 days prior to applying for ~~GAgeneral-assistance~~ unless the applicant can demonstrate the existence of a good faith transaction.

#### Section 5.4—Ownership of Real Estate

- a) **Principal Residence.** Solely ~~f~~For purposes of ~~GAeneral-Assistance-solely~~, the applicant’s principal residence, including any adjoining land, is considered an exempt resource, even if temporarily unoccupied because of employment, job training, education, illness or disaster, provided the applicant ~~re-is-demonstratesd~~ an intent to return. If the applicant owns land in excess of the minimum lot size for the zone or district in which the home is located, ~~then~~ that land may be considered a potential resource if:

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1. The applicant has received ~~GA~~General Assistance for the last 120 consecutive days; and
2. The applicant has the legal right to sell the land (e.g., any mortgagee will release any mortgage, any co-owners agree to the sale, zoning or other land use laws do not render the sale illegal or impracticable); and
3. The applicant has the financial capability to put the land into a marketable condition (e.g., the applicant can pay for any necessary surveys); and
4. The land is not utilized for the maintenance and/or support of the household; and
5. A knowledgeable source (e.g., a realtor) indicates that the land in question can be sold at fair market value, for an amount which will aid the applicant's financial rehabilitation; and
6. No other circumstances exist which cause any sale to be unduly burdensome or inequitable.

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If ~~the above~~ conditions above are met, ~~then the administrator~~Administrator may condition the receipt of future assistance on the applicant's good faith efforts to sell, or render saleable, land which could be used to provide necessary support for the applicant (e.g., the applicant owns 100 "excess" acres. Sale of 10 of the acres would provide for the necessary support; ~~and therefore~~ the entire 100 acres ~~not all the land~~ need not be sold at the present time.) Assistance shall not be denied during the time that the applicant is making a good faith effort to sell or render saleable the land in question.

Once the applicant ceases to receive assistance the obligations under this section shall also cease.

- b) **Other Property.** If the applicant or dependents own real property other than that occupied as the principal residence, continued GA eligibility will depend on the applicant making a reasonable effort to:

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1. Dispose of the property at fair market value in order to convert the property into cash which can be applied toward meeting present need; or
2. Obtain a loan against such property which may be used to meet present need. Applicants who transfer their excess property to a third party in order to become eligible for ~~G~~Ageneral-assistance will be ineligible.

If an applicant is granted assistance in the form of a mortgage payment or capital improvement payment, the municipality may claim a lien against the property. The lien shall not be enforceable until the ~~time of~~ sale of the property or upon the death of the recipient (*see also Ordinance §section 6.8 of this ordinance*).-) (22 M.R.S. § 4320).

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#### Section 5.5—Work Requirement

All ~~G~~Ageneral-assistance recipients are required to register for work, look for work, work to the extent of available employment, and otherwise fulfill the work requirements, unless the applicant is exempt from such requirements as provided below.

**Employment; Rehabilitation.** All unemployed applicants and ~~members of their~~ households members who are 16 years of age or older and who are not attending a full-time primary or secondary school intended to lead to a high school diploma will be required to accept any suitable job offer and/or meet with job counselors, attend employment workshops and rehabilitative services, except as provided below (*see "Exemptions"*). Applicants must demonstrate to the ~~administrater~~Administrator that they are available for work and are actively seeking employment.

A "suitable job" means any job, which the applicant is mentally and physically able to perform. "Available for work" means that applicants must make themselves available for work during normal business hours prevailing in the area, and show that no



circumstance exists which would prevent them from complying with the work requirement.

**Verification.** Unemployed applicants or applicants employed on a part-time basis ~~must will be required to~~ provide verifiable documentation of their pursuit of employment at the time of each application. At a minimum, such documentation ~~will shall~~ consist of a list of the employers contacted, the date and time of the application contact, and the name of the employer representative contacted. "Pursuit of employment" means actually submitting a written application or applying for a job in person when reasonable, or submitting a written application or letter of inquiry to employers.

For the duration of any repeat applicant's period of unemployment or partial employment, the ~~administrator~~Administrator will establish the number of employers per week to whom each non-exempt applicant shall be required to apply in order to fulfill his or her work search requirements. The number of weekly employer contacts required by the ~~administrator~~Administrator shall be reasonably related to the number of potential employers in the region and the number of hours ~~per in the~~ week the applicant has available for work search activities after considering all time the applicant must devote to existing employment obligations, workfare obligations, and required classroom or on-site participation in job training, educational, or rehabilitation programs. Fulfillment of these requirements will not be expected at the time of the initial application, but will be a condition of eligibility for subsequent assistance.

**Ineligibility.** After being granted assistance at the time of initial application, applicants will be considered ineligible for further assistance for 120 days if they, without just cause:

- a) refuse to register for employment with the Maine Job Service;
- b) refuse to search diligently for employment when the search is reasonable and appropriate; recipients who unreasonably seek work at the same places repeatedly will not be considered to be performing a diligent work search and will be disqualified;

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- c) refuse to accept a suitable job offer;
- d) refuse to participate in an assigned training, education or rehabilitation program that would assist the applicant in securing employment;
- e) fail to be available for work; or
- f) refuse to participate or participate in a substandard manner in the municipal work program (*see Ordinance §section 5.6*).

**Ineligibility Due to Job Quit or Discharge for Misconduct.** No ~~applicant, whether an~~ initial or repeat applicant, who has quit his or her full-time or part-time job without just cause or who has been discharged from employment for misconduct (*see definition in Appendix I, 26 M.R.S. § 1043 (23) for the definition*) will be eligible to receive GAgeneral assistance of any kind for ~~a 120-days period~~ from the date the applicant is ~~of-separated~~~~ed~~~~en-f~~ from employment (22 M.R.S. § § 4301(8), 4316-A (1-A)).

**Just Cause.** Applicants will be ineligible for assistance for 120 days if they refuse to comply with the work requirements of this section without just cause. With respect to any work requirement, just cause will be considered to exist when there is reasonable and verifiable evidence that:

- a) the applicant has a physical or mental illness or disability which prevents him/her from working;
- b) the work assignment pays below minimum wages;
- c) the applicant was subject to sexual harassment;
- d) the applicant is physically or mentally unable to perform required job tasks, or to meet piece work standards;
- e) the applicant has no means of transportation to or from work or a training or rehabilitation program;
- f) the applicant is unable to arrange for necessary child care or care of ill or disabled family members; or
- g) any reason found to be good cause by the Maine Department of Labor, or any other verifiable reason the ~~administrater~~Administrator considers reasonable and appropriate will be accepted as just cause. (22 M.R.S. § 4316-A(5)).

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**Applicant's Burden of Establishing Just Cause.** If the ~~administrater~~Administrator finds that the applicant has violated a work-related rule without just cause, it shall be the responsibility of the applicant to establish the presence of just cause (22 M.R.S. § 4316-A).

**Eligibility Regained.** Persons who are disqualified for 120 days because they violated a work requirement may regain their eligibility if and only when they become employed or otherwise satisfy the ~~administrater~~Administrator that they are complying with the work requirement by fulfilling the work requirement~~(s) or requirements~~ the ~~persony~~ violated.

For the purpose of regaining eligibility by becoming employed, "employment" shall mean employment by an employer as defined in 26 M.R.S. § § 1043 ~~et seq.~~, or the performance of a service for an employer who withholds from the employee a social security tax pursuant to federal law.

The special provisions regarding the opportunity to regain eligibility after a disqualification for workfare violations are detailed in Ordinance ~~§section~~ 5.6 ~~of this ordinance~~, under "Eligibility Regained."

**Dependents.** Failure of an otherwise eligible person to comply with the work requirements shall not affect the eligibility of any member of the person's household who is not capable of working, including:

- a) a dependent minor child;
- b) an elderly, ill, or disabled person; and
- c) a person whose presence is required in order to provide care for any child under 6 years of age or for any ill or disabled member of the household (22 M.R.S. § 4309(3)).

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~~If in the event~~ one ~~(or more)~~ member(s) of a household is disqualified and assistance is requested for those remaining members of the household who are dependents, the eligibility of those dependents will be calculated by dividing the maximum level of assistance available to the entire household by the total number of household members.

**Exemptions.** The above work requirements do not apply to any person who is elderly, physically or mentally ill or disabled. Any person whose presence is required to care for any pre-school age child or for any ill or disabled member of the household is also exempt from these requirements.

The requirements of this section will not be imposed so as to interfere with an applicant's existing employment, ability to pursue a bona fide job offer, ability to attend an interview for possible employment, classroom participation in a primary or secondary educational program intended to lead to a high school diploma, classroom or on site participation in a training program which is either approved by the Department of Labor (~~DOL~~) or determined by the ~~DO~~Department of Labor to be expected to assist the applicant in securing employment, or classroom participation in a degree-granting program operated under the control of the ~~DO~~Department of Labor.

#### Section 5.6—Municipal Work Program

Each applicant and any member of the household who is capable of working may be required to perform work for the municipality, including work for a non-profit organization, as a condition of receiving assistance (22 M.R.S. § 4316-A(2)).

As part of the municipal work program, the municipality can require recipients to participate in training, education, or rehabilitative programs that will assist the recipient in securing employment. The work requirement provisions found in Ordinance §~~section~~ 5.5 regarding just cause, dependents, and exemptions also apply to the municipal workfare program.

**Consent.** Persons assigned to the work program are required to sign a form stating that they understand the requirements of GA~~general assistance~~ and the work program. ~~Before~~Prior to signing the form, the ~~administrator~~Administrator will read it to the applicants or allow the applicants ~~to~~will read it themselves. The form will also state

the number of hours the applicants must work and the hourly rate by means of which the duration of the work assignment is calculated. In addition, the consent form shall describe the consequences of failing to adequately perform part or all of the workfare or workfare-first assignment.

**Subtracting Value of Workfare Performed from Client's GA Debt.** Pursuant to 22 M.R.S. § 4318, individuals ~~who received GA benefits owing the municipality funds for general assistance provided to them~~ are obligated to repay the municipality when and if they become able (*see Ordinance Article VIII*). However, persons performing workfare shall have the value of the workfare performed deducted from any and all GA debt including GA liens (e.g., Workers' Compensation Settlement, SSI Retroactive Payment, Capital Improvement, Home Mortgage) that might exist against their settlements, payments or other such property.

**Limitations.** The work requirement is subject to the following limitations (22 M.R.S. § 4316-A(3)).

- 1) No person shall, as a condition of eligibility, be required to ~~performde~~ any amount of work that exceeds the value of the net ~~GAgeneral assistance~~ that the person receives under municipal ~~GAgeneral assistance~~ standards. Any person performing work under this subsection shall be provided with net ~~GAgeneral assistance~~, the value of which is calculated at a rate of at least the prevailing minimum wage under state or federal law at the time the workfare was performed.
- 2) No workfare participant shall be required to work for a nonprofit organization if that work would violate the participant's basic religious beliefs.
- 3) In no case shall eligible persons performing work under this subsection replace regular municipal employees.
- 4) In no case will work performed under this subsection interfere with an eligible person's:
  - a) existing employment;

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- b) ability to follow up on a bona fide job offer;
  - c) attendance at an interview for possible employment;
  - d) classroom participation in a primary or secondary educational program intended to lead to a high school diploma; or
  - e) classroom or on site participation in a training program which is approved by the Department of Labor (DOL) or determined by the DOL ~~Department of Labor~~ to be reasonably expected to assist the person in securing employment, or classroom participation in a degree-granting program administered by the DHHS or the DOL ~~Department of Labor~~.
- 5) In no case may an eligible person be required to work more than 40 hours per week. An eligible person who has full or part-time employment shall be exempt from the work requirement to the extent that the work requirement in combination with his or her regular employment would result in the person working more than 40 hours per week.
- 6) In no case will an eligible person be required to perform work beyond his or her capabilities. However, when an illness or disability is claimed, an eligible person may be required as a condition of receiving assistance to present a doctor's statement detailing the extent of the disability or illness (22 M.R.S. § 4309).

If the ~~administrator~~ Administrator requires a doctor's statement to verify an applicant's illness or disability and the applicant is not currently under the care of a provider, the municipality may pay for the doctor's evaluation if the applicant has no means to pay for the exam. However, in such a case the ~~administrator~~ Administrator will choose the doctor. If there is a no-cost or low-cost health care option, the municipality may elect to refer the client to such a resource. The ~~administrator~~ Administrator will not require verification of medical conditions which are apparent or which are of such short duration that a reasonable person would not ordinarily seek medical attention (22 M.R.S. § 4316(5)).

- 7) In no case may an eligible person with an immediate need (i.e., a person in an emergency situation who has not been disqualified from receiving assistance for committing a program violation) be required to perform work under this subsection prior to receiving ~~GA~~general assistance. The ~~administrator~~Administrator shall meet immediate needs upon receiving written assurance from the eligible person that he/she is willing to work to maintain eligibility for ~~GA~~general assistance. When the recipient has no immediate need, workfare participation may be required prior to receiving ~~GA~~general assistance in accordance with the following "workfare first" policy below.

**"Workfare First" Policy.** ~~Pursuant to~~Under the authority of 22 M.R.S. § 4316-A(2)(D), the ~~administrator~~Administrator may, in accordance with the following guidelines, require a ~~GA~~ recipient ~~of general assistance~~ to perform a workfare assignment prior to the actual issuance of the ~~GA~~general assistance benefit conditionally granted.

- 1) In no circumstance will emergency ~~GA~~general assistance for which an applicant is eligible be withheld pending the satisfactory performance of workfare.
- 2) All workfare participants under this policy will be provided a written decision, ~~as otherwise required by law,~~ within 24 hours ~~after~~of submitting an application for ~~GA~~general assistance and prior to performing any workfare for the municipality associated with that request for assistance. That written decision must include:
  - a) a specific description of the amount of ~~GA~~general assistance being conditionally granted to the household, and for which basic needs;
  - b) the period of eligibility for which the ~~GA~~general assistance grant is being issued (in days or weeks, but not to exceed 30 days);
  - c) the rate, at a dollar-per-hour basis (but not less than the prevailing minimum wage), upon which the duration of the workfare assignment is calculated;
  - d) the actual duration of the workfare assignment that must be performed, in hours, before the ~~GA~~general assistance grant will be actually issued;

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- e) the specifics of the workfare assignment(s), including the general nature of the type of work being assigned, location(s) of work-site, date(s) and time(s) of assigned workfare, workfare supervisors' names and contact telephone numbers; and
  - f) any other pertinent information related to the workfare assignment(s) the recipient will be expected to perform.
- 3) As previously provided in this section, all workfare participants ~~under this policy~~ must sign a consent form that informs the participant of his or her workfare-related rights and responsibilities, including the consequences of failing to perform all or part of the workfare assigned without just cause.
- 4) If a portion of the workfare-first assignment is satisfactorily performed but there has been a failure to perform the remainder of the assignment, without just cause, the ~~administrator~~Administrator shall issue a grant of ~~GA benefits~~general assistance corresponding to the amount of the number of workfare hours satisfactorily performed ~~multiplied by times~~ the hourly rate used to calculate the ~~duration of the~~ workfare assignment. In addition to any disqualification penalty that may apply, the remaining value of the conditionally issued ~~GA~~general assistance grant shall be terminated, and notice of the partial termination, ~~together with and~~ the reasons therefore, will be issued to the workfare participant in accordance with ~~Ordinance §section 6.10 of this ordinance.~~
- 5) ~~If a~~Any part of the workfare assignment ~~that~~ is not performed because the workfare participant was temporarily unable to perform the assignment for just cause reasons, ~~it~~ shall be reassigned or excused at the discretion of the ~~GA administrator~~Administrator.

**Work-Related Expenses.** A participant's expenses related to work performed under this section will be added to the amount of net ~~GA general assistance~~ to be provided to the person (22 M.R.S. § 4316-A(2)(E)). The municipality will provide any special clothes or equipment the recipient needs to perform his or her work assignment.



**Disqualification.** Any person who either willfully fails to perform or willfully performs below average standards the work assigned by the municipality, will be ineligible for assistance for 120 days (22 M.R.S. § 4316-A(1)). As soon as the ~~administrator~~Administrator knows that a recipient failed to fulfill the work assignment, the ~~administrator~~Administrator will notify the recipient in writing that he/she is disqualified for 120 days starting from the last date of authorized assistance unless the recipient can show just cause. The workfare participant has the burden of demonstrating there was just cause for any failure to perform a workfare assignment. ~~falls on the workfare participant.~~

**Eligibility Regained.** Recipients who are disqualified from receiving assistance because they have violated the requirements of the municipal work program may regain their eligibility under the following conditions.

- Recipients who fail to complete the first municipal work assignment they have been given will be disqualified from receiving assistance during the next 120 days, although dependents in the household may be eligible (~~see Ordinance §section: 5.5, "Dependents"~~).
- If during the 120-day disqualification period the recipient requests an opportunity to perform the work assignment which he or she, without just cause failed to perform, the disqualified recipient will be given one opportunity to regain eligibility. The ~~administrator~~Administrator will give the recipient a work assignment as soon as possible.
- If ~~under such a set of circumstances the a~~ recipient under a 120-day disqualification has an emergency need and the ~~administrator~~Administrator is unable to schedule a work assignment in time to alleviate the emergency, the ~~administrator~~Administrator will provide sufficient assistance to the recipient to avert the emergency. However,

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the provision of ~~such~~ emergency assistance will not bar the ~~administrator~~Administrator from subsequently enforcing the previously issued 120-day disqualification if the recipient fails to regain eligibility by satisfactorily performing the work assignment. The amount of emergency assistance granted will be considered in the computation of the total number of hours the recipient must work.

- Recipients who have asked for the opportunity to regain their eligibility during a 120 day disqualification period and who agreed to fulfill the assignment which they previously failed to perform ~~but~~and who, without just cause, fail to fulfill their municipal work assignment will be considered to have acted in bad faith. In such a circumstance, the ~~administrator~~Administrator will enforce the 120-day disqualification for the term of its initial duration.

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- If a workfare participant regains eligibility under this section but is subsequently disqualified within the initial 120-day period of ineligibility for failing to comply with the municipal work program, that participant will be ineligible for a new 120-day period beginning with the new disqualification date, but will be provided no opportunity to requalify.

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- Any recipient who intentionally causes damage to property, harasses or harms other employees or who otherwise conducts themselves in a disruptive manner and is discharged by the work supervisor will not be entitled to regain eligibility by returning to the work program. Eligibility may be regained by otherwise becoming employed and meeting the definition of need.

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**Reports.** The ~~administrator~~Administrator will itemize the assistance that has been provided to persons who work for the municipality in reports to the DHHS (22 M.R.S. § 4316-A(2)).

### Section 5.7—Use of Resources

Each applicant ~~is has the~~ responsibility to make a good faith effort to utilize every available or potential resource that may reduce his or her need for General assistance (see ~~s~~Ordinance Section 2.2, ~~for~~ definition of “Resources”). ~~Person~~seple who refuse or fail to make a good faith effort to secure a potential resource after receiving written notice to do so are disqualified from receiving assistance until they make an effort to secure the resource. Applicants are required to prove that they have made a good faith effort to secure the resource (22 M.R.S. § 4317).

**Minors.** A minor under the age of 18 who has never married and is applying independently for General assistance and who is pregnant or has a dependent child or children will be eligible to receive General assistance only if the minor is residing in the home of his or her parent, legal guardian or other adult relative, in which case the entire household will be evaluated for eligibility. Exceptions to this limitation on eligibility will be made when:

- 1) the minor is residing in a foster home, maternity home, or other adult-supervised supportive living arrangement; or
- 2) the minor has no living parent or the whereabouts of the both parents are unknown; or
- 3) no parent will permit the minor to live in the parent’s home; or
- 4) the minor has lived apart from both parents for at least one year before the birth of any dependent child; or
- 5) the DHHS determines that the physical or emotional health or safety of the minor or the minor’s dependent child or children would be jeopardized if the minor and his or her child or children lived with a parent; or
- 6) the DHHS determines, in accordance with its regulation, that there is good cause to waive this limitation on eligibility (22 M.R.S. § 4309(4)).

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Any person under the age of 25 who is applying independently from his or her parents for General assistance will be informed that until he or she reaches the age of 25, the

applicant's parents are still legally liable for his or her support and the municipality has the right to seek recovery from the parents of the cost of all assistance granted to such a recipient to the extent his or her parents are financially capable of repaying the municipality (22 M.R.S. § 4319).

With regard to such application, the municipality may seek verification of the applicant's need for ~~G~~Ageneral-assistance by contacting his or her parents. If the applicant's parents declare a willingness to provide the applicant with his or her basic needs directly, and there is no convincing evidence that the applicant would be jeopardized by relying on his or her parents for basic needs, the ~~administrater~~Administrator may find the applicant not to be in need of ~~G~~Ageneral-assistance for the reason that his or her needs can be provided by a legally liable relative.

**Mental or Physical Disability.** Any applicant who has a mental or physical disability must make a good faith effort to utilize any medical or rehabilitative services which have been recommended by a physician, psychologist or other professional retraining or rehabilitation specialist when the services are available to the applicant and would not constitute a financial burden or create a physical risk to the individual.

**Written Notice; Disqualification.** The ~~administrater~~Administrator will give each applicant written notice whenever the applicant is required to utilize any specific potential resource(s). Any applicant who refuses to utilize potential resources, without just cause, after receiving written 7-day notice will be ineligible for further assistance until he/she has made a good faith effort to utilize or obtain the resources. ~~G~~Aeneral assistance will not be withheld from the applicant pending receipt of a resource if the applicant has made, or is in the process of making, a good faith effort to obtain the resource.

**Forfeiture of Benefits.** Any applicant who forfeits receipt of, or causes a reduction in, benefits from another public assistance program due to fraud, misrepresentation, a

knowing or intentional violation of program rules or a refusal to comply with that program's rules without just cause will be ineligible to receive ~~GAgeneral-assistance~~ to replace the forfeited benefits. To the extent the forfeited benefits can be considered income under ~~GAgeneral-assistance~~ law, the ~~valueworth~~ of the forfeited benefits will be considered income that is available to the applicant for the duration of the forfeiture.

To the extent the forfeited benefits were provided in the form of a specific, regularly issued resource of a calculable value ~~not rather than~~ in the form of income, ~~but, rather, in the form of a specific, regularly issued resource of a calculable value~~, that resource, up to its forfeited value, need not be replaced with ~~GAgeneral-assistance~~ for a period of 120 days from the date of the forfeiture—unless the municipality is prohibited by federal or state law from considering the forfeited resource as available with respect to local public assistance programs (22 M.R.S. § 4317).

#### Section 5.8—Period of Ineligibility

No one will have his or her ~~GAassistance~~ terminated, reduced, or suspended prior to being given written notice and an opportunity for a fair hearing (22 M.R.S. § § 4321-4322). Each person will be notified in writing of the reasons for his or her ineligibility, and any person disqualified for not complying with the ordinance will be informed in writing of the period of ineligibility.

**Work Requirement.** Applicants/recipients who do not comply with a work requirement are disqualified from receiving assistance for a period of 120 days (unless they regain their eligibility) (*see Ordinance §§sections 5.5, 5.6*). If an applicant/recipient is provided assistance and does not comply with the work requirement, the applicant/recipient shall be disqualified for 120 days following the end of the period covered by the grant of assistance. The ~~administrater~~Administrator shall give recipients written notice that they are disqualified as soon as the ~~administrater~~Administrator has sufficient knowledge and information to render a decision of ineligibility.

**Fraud.** ~~Personseple~~ who commit fraud are disqualified from receiving ~~GA~~assistance for a period of 120 days (*see Ordinance §section 6.4, "Fraud"*). The ~~administrator~~Administrator shall give recipients written notice that they are ineligible as soon as the ~~administrator~~Administrator has sufficient knowledge and information to render a decision. If the disqualification for fraud is issued before the expiration of a grant of assistance, the period of ineligibility shall commence on the day following the end of the period covered by the grant of assistance. If fraud is discovered after the period covered by the grant of assistance has expired, the period of ineligibility will commence on the day of the written notice of ineligibility.

#### Section 5.9 – Unemployment Fraud

An applicant who is found ineligible for unemployment compensation benefits because of a finding of fraud by the Department of Labor pursuant to 26 M.R.S. § 1051(1) is ineligible to receive general assistance to replace the forfeited unemployment compensation benefits for the duration of the forfeiture established by the Department of Labor. 22 M.R.S. § 4317.

## ARTICLE VI

### Determination of Eligibility

#### Section 6.1—Recognition of Dignity and Rights

Any determination or investigation into an applicant's eligibility will be conducted in a manner that will not violate the applicant's privacy or personal dignity or violate his or her individual rights.

#### Section 6.2—Determination; Redetermination

The ~~administrator~~Administrator will make an individual, factual determination of eligibility each time a person applies or reapplies for ~~GA~~general assistance. The ~~administrator~~Administrator will make a redetermination of eligibility at least monthly but may do so as often as necessary to administer the program efficiently and meet the needs of the applicants. Upon any application, the ~~administrator~~Administrator will determine the applicant's eligibility on the basis of a 30-day prospective analysis, but may elect to disburse that applicant's assistance periodically, e.g., weekly, throughout a 30-day period of eligibility pursuant to that initial eligibility determination.

The ~~administrator~~Administrator may redetermine a person's eligibility at any time during the period he or she is receiving assistance if the ~~administrator~~Administrator is notified of any change in the recipient's circumstances that may alter the amount of assistance the recipient may receive. Once a recipient has been granted assistance, the ~~administrator~~Administrator may not reduce or rescind the grant without giving prior written notice to the recipient explaining the reasons for the decision and offering the recipient an opportunity to appeal the decision to the fair hearing authority (22 M.R.S. § 4309).

### Section 6.3—Verification

**Eligibility of applicant; duration of eligibility.** The overseer shall determine eligibility each time a person applies or reapplies for ~~GA~~general-assistance. The period of eligibility will not exceed one month. At the expiration of this period applicants/recipients may reapply for assistance and the person's eligibility will be redetermined.

**Applicant's responsibilities.** Applicants and recipients for ~~GA~~general-assistance are responsible for providing to the ~~Administratoreverseer~~ all information necessary to determine eligibility. If further information or documentation is necessary to demonstrate eligibility, the applicant must have the first opportunity to provide the specific information or documentation required by the ~~Administratoreverseer~~. When such information ~~required by the overseer~~ is unavailable, the ~~Administratoreverseer~~ must accept alternative available information, which is subject to verification.

Each applicant and recipient has the responsibility at the time of application and continuing thereafter, to provide complete, accurate, ~~and~~ current information and documentation concerning his/her:

- Need
- Income
- Employment
- Use of income
- Expenses
- Assets & liabilities
- Use of available resources
- Household composition

**Initial Applicants.** Persons who have not applied for assistance in this or any other municipality are considered initial applicants and must have their eligibility determined solely on the basis of need. Initial applicants are not subject to eligibility conditions placed on repeat applicants (*see below*). However, such applicants must are still ~~responsible for provideing~~ the GA ~~administrator~~Administrator with reasonably obtainable



documentation adequate to verify that there is a need for assistance. In addition, initial applicants must also comply with both lump sum and relevant work rules (i.e. job quit).

**Repeat Applicants.** All applicants for ~~GA~~general assistance ~~who~~that are not initial applicants are repeat applicants. The eligibility of repeat applicants must be determined on the basis of need and all other conditions of eligibility established by law and this municipal ordinance.

The ~~administrator~~Administrator will require documentation of a repeat applicant's income, use of income, assets and resources plus actual bills and receipts for rent, utilities, fuel, telephone, medical services and other basic necessities. In addition, repeat applicants instructed to seek employment shall verify their work search results, (e.g., provide a list of the employers contacted, the date and time of the application contact, and the name of the employer representative contacted); as required by the ~~GA~~administratorAdministrator.

Repeat applicants ~~must be also responsible for providing updates to any changes of~~ information reported on previous applications, including changes in his/her household or income that may affect his/her eligibility.

**Unforeseen Repeat Applicants.** Unforeseen repeat applicants are applicants who have not applied for assistance within the last twelve months and who have been regularly employed or receiving support from a public benefit or private source but who have unexpectedly become unemployed through no fault of their own or whose income and/or benefits (e.g., through an available resource) have ceased through no fault of their own. Such unforeseen repeat applicants may be considered initial applicants for purposes of verification requirements and misspent income if the ~~administrator~~Administrator finds that imposing the general verification requirements and misspent income rules imposed on repeat applicants would be unreasonable or inappropriate.

~~Administrator~~~~Overseer~~'s responsibilities. In order to determine an applicant's eligibility for ~~GA~~general assistance, the ~~Administrator~~~~overseer~~ first must seek information and documentation from the applicant. Once the applicant has presented the necessary information, the ~~Administrator~~~~overseer~~ ~~must is responsible for~~ determin~~e~~~~ing~~ eligibility. The ~~Administrator~~~~overseer~~ will seek verification necessary to determine eligibility, ~~and~~ : ~~In order to determine eligibility, the overseer~~ may contact sources other than the applicant for verification only with the specific knowledge and consent of the applicant -- ~~;~~ except that the ~~Administrator~~~~overseer~~ may examine public records without the applicant's knowledge and consent.

Appropriate sources, which ~~an Administrator~~ ~~the overseers~~ may contact, include, but are not limited to:

- DHHS, ~~and~~ any other department
- ~~or/~~ agency of the state, or non-profit organizations
- financial institutions
- creditors
- utility companies
- employers
- landlords
- physicians
- persons with whom the applicant/recipient is a cohabitant
- legally and non-legally liable relatives

Assistance will be denied or terminated if the applicant is unwilling to supply ~~the overseer with~~ necessary information, documentation, or permission to make collateral contacts, or if the ~~Administrator~~~~overseer~~ cannot determine that eligibility exists based on information supplied by the applicant or others.

**Redetermination of eligibility.** The ~~Administrator~~~~overseer~~ may redetermine a person's eligibility at any time during the period that person is receiving assistance if the ~~Administrator~~~~overseer~~ is informed of any change in the recipient's circumstances that may affect the amount of assistance to which the recipient is entitled, or that may make the recipient ineligible, provided that once a determination of eligibility has been made

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for a specific time period, a reduction in assistance for that time period may not be made without prior written notice to the recipient ~~stating~~with the reasons for the action and an opportunity for the recipient to receive a fair hearing upon the proposed change.

**Penalty for Refusing to Release Information.** Any person governed by 22 M.R.S. § 4314 who refuses to provide necessary information to the ~~administrator~~Administrator after it has been requested must state in writing the reasons for the refusal within 3 days of receiving the request. Any such person who refuses to provide the information, without just cause, commits a civil violation and may be subject to a fine of not less than \$25 nor more than \$100 which may be adjudged in any court of competent jurisdiction. Any person who willfully renders false information to the ~~administrator~~Administrator is guilty of a Class E crime (22 M.R.S. § § 4314(5), 4314(6), 4315).

#### Section 6.4—Fraud

It is unlawful for a person to knowingly and willfully make a false representation of a material fact to the ~~administrator~~Administrator in order to receive ~~GA~~general-assistance or cause someone else to receive ~~GA~~general-assistance (22 M.R.S. § 4315). A person who commits fraud in an effort to receive ~~GA~~general-assistance benefits may be prosecuted for this offense.

False representation ~~shall mean~~consist of any individual ~~who~~ knowingly and willfully:

- a) ~~making~~ a false statement to the ~~general-assistance~~ ~~administrator~~Administrator, either orally or in writing, in order to obtain assistance to which the applicant or the applicant's household is not entitled;
- b) ~~conceal~~sing information from the ~~general-assistance~~ ~~administrator~~Administrator in order to obtain assistance to which the applicant or applicant's household is not entitled; or
- c) ~~using~~ ~~GA~~general-assistance benefits for a purpose other than ~~the~~ ~~purpose~~ ~~that~~ for which they were intended.

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No person may be denied assistance solely for making a false representation prior to being given an opportunity for a fair hearing.

**Period of Ineligibility.** When the ~~general-assistance-administrator~~Administrator finds that a person has knowingly and willfully misrepresented material facts for the purpose of making himself or herself eligible for ~~GA~~general-assistance, the ~~administrator~~Administrator shall notify that applicant in writing that he or she must reimburse the municipality for the assistance he or she was not entitled to receive and that he/she is ineligible for assistance for the longer of: (a) a period of 120 days; (b) until he or she reimburses the municipality for the assistance; or (c) until he or she enters a reasonable written agreement to reimburse the municipality. (22 M.R.S. § 4315)  
For the purpose of this section, a material misrepresentation is a false statement about eligibility factors in the absence of which some or all of the assistance would not be or would not have been granted.

The notification of ineligibility issued by the ~~administrator~~Administrator shall inform the applicant of his or her right to appeal the ~~administrator~~Administrator's decision to the fair hearing authority (FHA) within 5 working days of receipt. The period of ineligibility shall commence on the day following the end of the period covered by the grant of assistance fraudulently received or upon the date of notification of ineligibility, whichever is later.

**Right to a Fair Hearing.** Any applicant who is denied assistance for making a false representation will be afforded the opportunity to appeal the decision to the fair hearing authority (FHA) in accordance with Article VII of this ~~O~~Ordinance. No recipient shall have his or her assistance reduced or revoked during the period of eligibility before being notified and given the opportunity to appeal the decision. Any person who is dissatisfied with the decision of the FHA may appeal that decision to the Superior Court pursuant to Rule 80-B of the Maine Rules of Civil Procedure (22 M.R.S. § 4309(3)).

**Reimbursement.** If a recipient does not appeal the decision or if the ~~FHA~~fair-hearing ~~authority~~ determines that a recipient ~~did~~ make a false representation, the recipient will be required to reimburse the municipality for any assistance received to which he/she was not entitled. The recipient may enter a reasonable written agreement to reimburse the municipality over a period of time.

**Dependents.** In no event will the ineligibility of a person under this section serve to disqualify any eligible dependent in that household (22 M.R.S. § 4309(3)). In the event one or more members of a household are disqualified and assistance is requested for the remaining dependents, the eligibility of those dependents will be calculated by dividing the maximum level of assistance available to the entire household by the total number of household members.

#### Section 6.5—Period of Eligibility

The ~~administrator~~Administrator will grant assistance to all eligible persons for a period that is sufficient to meet their need but in no event may a grant of assistance cover a period in excess of one month (22 M.R.S. § 4309). Upon receiving a completed and signed application the ~~administrator~~Administrator will determine the applicant's eligibility on the basis of a 30-day prospective analysis.

When an applicant submits an incomplete or unsigned application, due to the 24-hour decision requirement placed on the GA ~~administrator~~Administrator, the GA ~~administrator~~Administrator shall render a notice of "ineligibility" and advise the applicant that he or she has a right to reapply as soon as he or she has the necessary information and/or as soon as is practicable for the applicant.

Although eligibility is determined on a 30-day basis, for reasons of administrative efficiency the ~~administrator~~Administrator may elect to disburse an applicant's assistance for shorter periods of time, such as weekly, throughout the 30-day period of eligibility. When the ~~administrator~~Administrator elects to disburse ~~GA~~general-assistance for a

period of time less than 30 days, subsequent grants of assistance during that 30-day period may be issued pursuant to the initial determination of need unless the applicant's financial situation changes substantially enough to warrant a redetermination of eligibility.

#### Section 6.6—Determination of Need

The period of time used to calculate need will be the next 30-day period from the date of application (22 M.R.S. § 4301(7)). The ~~administrator~~Administrator will calculate applicants' expenses according to the actual expense of the basic necessity or the maximum levels for the specific necessities allowed in Ordinance §section 6.8, whichever is less. The sum of these expenses, as calculated for a prospective 30-day period, is the applicant's 30-day need. Applicants will not be considered eligible if their income and other resources exceed this calculation except in an emergency (22 M.R.S. § 4308(2)) (~~see Ordinance §section 4.9 of this ordinance~~).

Applicants will also not be considered in need of ~~GAgeneral-assistance~~ if their income, property, credit, assets or other resources available to provide basic necessities for their household are greater than the applicable overall maximum level of assistance set forth in the beginning of Ordinance §section 6.8 (22 M.R.S. § § 4301(10), 4305(3-B)). The difference between the applicant's income and the overall maximum levels of assistance established by this ~~O~~rdinance is the applicant's deficit.

Once an applicant's deficit has been determined, the specific maximum levels of assistance for each basic necessity (~~see Appendixes A-H of this ordinance~~) shall be ~~used by the administrator to guide~~ Administrator's the distribution of assistance for which the applicant is eligible. (See Ordinance Appendixes A-H). The specific maximum levels of assistance for each basic necessity are intended to be reasonable and sufficient to help recipients maintain a standard of health and decency (22 M.R.S. § 4305(3-A)).

**Income for Basic Necessities.** Applicants are required to use their income for basic necessities. Except for initial applicants, no applicant is eligible to receive assistance to replace income that was spent within the 30-day period prior to an application for assistance on goods and services that are not basic necessities. All income spent on goods and services that are not basic necessities will be considered available to the applicant and combined with the applicant's prospective 30-day income for the purposes of computing eligibility (22 M.R.S. § 4315-A). Applicants who have sufficient income to provide their basic necessities but who use that income to purchase goods or services which are not basic necessities will not be considered eligible for assistance. Persons who exhaust their income on basic necessities and who still need assistance with other basic necessities will be eligible, provided that their income does not exceed the overall maximum level of assistance.

**Use-of-Income Requirements.** The ~~administrator~~Administrator may require that anyone applying for ~~GA~~general assistance provide documentation of his or her use of income. This documentation can take the form of cancelled checks and/or receipts which demonstrate that the applicant has exhausted all household income received over the last 30-day period. Except as is deemed appropriate by the ~~GA~~Administrator for "unforeseen" repeat applicants (~~See Ordinance Section § 6.3 of this ordinance~~), repeat applicants may be required to verify that expenditure of income was for basic necessities. Income expended that cannot be verified will generally be considered available and in such case will be added to the 30-day prospective income.

Allowable expenditures include reasonable shelter costs (rent/mortgage); the cost of heating fuel, electricity, and food up to the ordinance maximums; telephone costs at the base rate if the household needs a telephone for medical reasons, the cost of non-elective medical services as recommended by a physician which are not otherwise covered by medical entitlement, Hospital Free Care or insurance; the reasonable cost of

essential clothing and non-prescription drugs, and the costs of any other commodity or service determined essential by the ~~administrator~~Administrator.

Items not considered to be basic necessities and thus will not be allowed in the budget computation include:

- Internet services
- Cable or satellite television
- Cellular phones, except when deemed essential by the overseer for medical or work related purposes
- Cigarettes/alcohol
- Gifts purchased
- Pet care costs
- Costs of trips or vacations
- Paid court fines
- Repayments of unsecured loans
- Legal fees
- Late fees
- Credit card debt.

The municipality reserves the right to apply specific use-of-income requirements to any applicant, other than an initial applicant, who fails to use his or her income for basic necessities or fails to reasonably document his or her use of income (22 M.R.S. § 4315-A). Those additional requirements will be applied in the following manner:

- 1) The ~~administrator~~Administrator may require the applicant to use some or all of his or her income, at the time it becomes available, toward specific basic necessities. The ~~administrator~~Administrator may prioritize such required expenditures so that most or all of the applicant's income is applied to housing (i.e., rent/mortgage), energy (i.e., heating fuel, electricity), or other specified basic necessities;
- 2) The ~~administrator~~Administrator will notify applicants in writing of the specific use-of-income requirements placed on them;
- 3) If upon subsequent application it cannot be determined how the applicant's income was spent, or it is determined that some or all of the applicant's income was not spent as directed and was also not spent on basic necessities, the



applicant will not be eligible to receive either regular or emergency general assistance to replace that income; and

- 4) If the applicant does not spend his or her income as directed, but can show with verifiable documentation that all income was spent on basic necessities up to allowed amounts, the applicant will remain eligible to the extent of the applicant's eligibility and need.

**Calculation of Income and Expenses.** When determining eligibility, the ~~administrator~~Administrator will subtract the applicant's net income from the overall maximum level of assistance found at the beginning of Ordinance §section 6.8. If income is greater than the overall maximum level of assistance, the applicant will not be eligible except in an emergency (*see Ordinance §section 4.9*). If income is less than the overall maximum level of assistance, the applicant has a deficit.

The municipality will provide assistance in an amount up to the deficit to the extent the applicant also has an unmet need and is in need of basic necessities. The municipality will not grant assistance in excess of the maximum amounts allowed in Ordinance §section 6.8 ~~of this ordinance~~ for specific basic necessities except in an emergency or when the ~~administrator~~Administrator elects to consolidate the applicant's deficit, as provided immediately below.

**Consolidation of Deficit.** As a general rule, and to the extent of their deficit, applicants will be eligible for assistance for any basic necessity up to, but not exceeding, the maximum amount allowed for that necessity in this ordinance or the actual 30-day cost of the necessity, whichever is less. Under certain circumstances, however, and in accordance with the following conditions, the ~~administrator~~Administrator may consolidate the applicant's deficit and apply it toward a basic necessity in an amount greater than the ordinance maximum for that necessity.

- 1) The practice of consolidating the deficit and applying it toward a basic necessity in amounts greater than the ordinance maximum shall be the exception rather than the rule;
- 2) The total ~~G~~general assistance grant cannot exceed the total deficit unless the applicant is in an emergency situation; and
- 3) The need for the application of the recipient's consolidated deficit toward a basic necessity was not created by the recipient misspending his or her income or resources in violation of the use-of-income requirements of this ordinance.

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#### Section 6.7—Income

**Income Standards.** Applicants whose income exceeds the overall maximum level of assistance provided in ~~Ordinance §section~~ 6.8 shall not be eligible for ~~G~~general assistance except in an emergency. ~~Each time an applicant applies, t~~he ~~administrator~~Administrator will conduct an individual factual inquiry into the applicant's income and expenses ~~each time an applicant applies~~.

**Calculation of Income.** To determine whether applicants are in need, the ~~administrator~~Administrator will calculate the income they will receive during the next 30-day period commencing on the date of application, and identify any assets or resources that would alleviate their need. For all applicants other than initial applicants, the ~~administrator~~Administrator will also consider as available income any income that was not spent during the previous 30-day period on basic necessities, as well as any income that was spent on basic necessities in unreasonable excess of the ordinance maximums for specific basic necessities. If a household's income exceeds the amount of the household's need for basic necessities, up to the maximum levels contained in ~~Ordinance §section~~ 6.8, applicants will not be considered in need.

Exceptions will be made in emergency situations, which may necessitate that the maximum levels be exceeded (22 M.R.S. § 4308) (~~see Ordinance §section 4.9 of this~~

~~ordinance~~). To calculate weekly income and expenses, the ~~administrator~~Administrator will use actual income received or actual anticipated income.

**Types of Income.** Income that will be considered in determining an applicant's need includes:

- a) **Earned income.** Income in cash or in kind earned by the applicant through wages, salary, commissions, or profit, whether self-employed or as an employee, is considered earned income. If a person is self-employed, total income will be computed by subtracting reasonable and actual business expenses from gross income. When income consists of wages, the amount computed will be the income available after taxes, social security and other payroll deductions required by state, federal, and local law. Rental income and profit from produce that is sold is considered earned income. Income that is held in trust and unavailable to the applicant or the applicant's dependents will not be considered as earned income.

Note: Actual work-related expenses such as union dues, transportation to and from work, special equipment or work clothes, and child care costs will be deducted from an applicant's income (22 M.R.S. § 4301(7)).

- b) **Income from Other Assistance or Social Services Programs.** State/federal categorical assistance benefits, SSI payments, Social Security payments, VA benefits, unemployment insurance benefits, and payments from other government sources will be considered as income, unless expressly prohibited by federal law or regulation. Federal law prohibits Food Stamps and fuel assistance payments made by the Home Energy Assistance Program (HEAP and EPIC) from being considered income. The value of the food stamps or fuel assistance will not be used to reduce the amount of GA~~general-assistance~~ the applicant is eligible to receive. Although applicants may have only a limited or reduced need for GA~~general-assistance~~ for heating fuel or electricity if a recently

received HEAP/ECIP benefit has sufficiently credited their account or otherwise prevented the fuel-related costs for the prospective 30-day period.

The ~~administrator~~Administrator's obligation is to always compute the heating needs of an applicant who has received HEAP or ECIP as if that applicant paid for his or her total fuel costs. Accordingly, in such cases, the ~~administrator~~Administrator will budget for the household's heating energy needs according to actual usage, up to the ordinance maximums, but the ~~administrator~~Administrator may, with written notice to the applicant, hold in reserve the heating energy portion of the applicant's deficit until such a time during the period of eligibility that the applicant has a demonstrable need for the disbursement of heating energy assistance; that is, the applicant's fuel tank can accept a minimum fuel delivery or the applicant no longer has a positive credit balance with his or her utility company. The municipality is not obligated to divert any recipient's heating energy allowance toward non-heating purposes solely on the basis of the recipient's receipt of HEAP/ECIP.

Other programs whose income cannot be counted for purposes of GA eligibility include:

- Family Development Accounts (22 M.R.S. § 3762)
- Americorp VISTA program benefits (42 USC § 5044-(f))
- Property tax rebates issued under the Maine Property Tax Fairness Credit program, only so long as the money is spent on basic necessities. (22 M.R.S. § 4301(7))

c) **Court-Ordered Support Payments.** Alimony and child support payments will be considered income only if actually received by the applicant. The ~~general assistance administrator~~Administrator will refer cases ~~in which~~ where support payments ~~were~~are not actually received to the ~~Maine DHHS~~State Department of Health and Human Services' Child Support Enforcement Unit. In order to be

eligible for future GA benefits, applicants ~~being~~ referred to DHHS for support ~~such~~ enforcement assistanceservices shall be required to follow-through with such services. Because child support payments are considered a resource, applicants must make a good faith effort to secure such payments.

- d) **Income from Other Sources.** Payments from pensions and trust funds will be considered income. Payments from boarders or lodgers will be considered income as will cash or in-kind contributions provided to the household from any other source, including relatives (22 M.R.S. § 4301(7)).
- e) **Earnings of a Son or Daughter.** Earned income received by sons and daughters below the age of 18 who are full-time students and who are not working full-time will not be considered income. The unearned income of a minor in the household will be considered available to the household.
- f) **Income from Household Members.** Income from household members will be considered available to the applicant, whether or not the household member is legally obligated for the support of the applicant, if the household members pool or share their income and expenses as a family or intermingle their funds so as to provide support to one another.
- g) **The Pooling or Non-Pooling of Income.** When two or more individuals share the same dwelling unit but not all members of the household are applying for GAgeneral-assistance, the ~~administrator~~Administrator shall make a finding under a rebuttable presumption that the entire household is pooling income (22 M.R.S. § 4301(12-A)).

One or more applicants for assistance can successfully rebut the presumption that all household income is being pooled by providing the ~~administrator~~Administrator with verifiable documentation affirmatively

demonstrating a pattern of non-pooling ~~during~~ ~~for~~ the duration of the shared living arrangement. Such documentation would include evidence of the entire household's expenses, ~~as well as~~ bank statements, cancelled checks, receipts, landlord statements or other vendor accounts clearly supporting a claim that the applicant has been and is presently solely and entirely responsible for his or her pro-rata share of household costs.

If the applicant is unable to successfully rebut the municipality's presumption that all household income is being pooled, eligibility of the entire household will be determined based on total household income. If the applicant successfully rebuts the municipality's presumption that all household income is being pooled, the applicant's eligibility will be determined on the basis of his or her income and his or her pro-rata share of actual household expenses.

- h) **Lump Sum Income.** A lump sum payment received by any GA applicant or recipient prior or subsequent to the date of application for ~~GAgeneral-assistance~~ will be considered as income available to the household. However, verified required payments (i.e., any third party payment which is required as a condition of receiving the lump sum payment, or any payments of bills earmarked for the purpose for which the lump sum payment was made) and any amount of the lump sum payment which the applicant can document was spent on basic necessities, as described below, will not be considered available income.

Where a household receives a lump sum payment at any time prior or subsequent to the date of application for ~~GAgeneral-assistance~~, the ~~administrator~~Administrator will assess the need for prorating an applicant's eligibility for ~~GAgeneral-assistance~~ according to the following criteria (22 M.R.S. § 4301(7), (8-A)):

- 1) identify the date the lump sum payment was received;
- 2) subtract from the lump sum payment all required payments;

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- 3) subtract from the lump sum any amount the applicant can demonstrate was spent on basic necessities, including all basic necessities as defined by the ~~G~~general-assistance program such as: reasonable payment of funeral or burial expenses for a family member; any reasonable travel costs related to the illness or death of a family member; repair or replacement of essentials lost due to fire, flood or other natural disaster; repair or purchase of a motor vehicle essential for employment, education, training or other day-to-day living necessities. Repayments of loans or credit, the proceeds of which can be verified as having been spent on basic necessities; and payment of bills earmarked for the purpose for which the lump sum is paid must also be subtracted. (22 M.R.S. § 4301(7), (8-A));
- 4) add to the remainder all income received by the household between the date of receipt of the lump sum payment and the date of application for ~~G~~general-assistance; and
- 5) divide the sum created in subsection (4) by the verified actual monthly amounts for all of the household's basic necessities. 22 M.R.S. § 4305(3-B)

This dividend represents the period of proration determined by the ~~administrator~~Administrator to commence on the date of receipt of the lump sum payment. The prorated sum for each month must be considered available to the household for 12 months from the date of application or during the period of proration, whichever is less.

The household of an initial applicant that is otherwise eligible for emergency assistance may not be denied emergency assistance to meet an immediate need solely on the basis of the proration of a lump sum payment. (22 M.R.S. ~~A~~ § 4308)

#### Section 6.8—Basic Necessities; Maximum Levels of Assistance

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**Overall Maximum Levels of Assistance.** Notwithstanding any of the maximum levels of assistance for specific basic necessities listed in Ordinance Appendices B-H ~~of this ordinance~~, an applicant's eligibility for G~~A~~general-assistance will be first determined by subtracting his or her income from the overall maximum level of assistance designated in Appendix A for the applicable household size (22 M.R.S. § 4305 (3-B)). The difference yielded by this calculation shall be the applicant's deficit.

Applicants will be eligible for G~~A~~general-assistance up to the calculated deficit to the extent the applicant is unable to otherwise provide the basic necessities essential to maintain themselves or their families. Applicants with no deficit shall be found ineligible for G~~A~~general-assistance unless they are in an emergency, in which case eligibility for emergency G~~A~~general-assistance will be determined according to Ordinance ~~§section~~ 4.9 ~~of this ordinance~~.

**Maximum Levels of Assistance for Specific Basic Necessities.** The municipality will grant assistance to eligible applicants for basic necessities according to the maximum levels for specific types of assistance set forth below. The ~~administrater~~Administrator, in consultation with the applicant, may apply the amount of the applicant's deficit toward assistance with any one or combination of necessities not to exceed the total deficit. These maximum levels will be strictly adhered to unless the ~~administrater~~Administrator determines that there are exceptional circumstances and an emergency is shown to exist, in which case these absolute levels will be waived in order to meet immediate needs. In all cases either the actual expenses the applicant incurs for basic necessities or the maximum amount allowed in each category, whichever is less, will be used in determining need.

In roommate situations, the applicant's need for common living expenses for rent, fuel, electricity, etc., will be presumed to be reduced by an amount equal to the other household members' proportionate fair share of the common living expenses. No applicant will be allowed to claim a need for any expense which has been or will be paid by another person. In addition, as a general rule the municipality will not provide a



benefit toward a basic need by paying a bill that is issued to a person not living with the applicant's household or that has otherwise been incurred by a person who has not been found eligible to receive assistance.

Temporary exceptions to this general rule may be made by the ~~administrator~~Administrator in the following circumstances: (1) a recent, unplanned separation has occurred in the household resulting in the sustained or permanent absence of a former household member in whose name the bill was customarily issued; (2) the applicant and members of the applicant's household were or will be the sole recipients of the commodities or services covered by any bill to be paid or partially paid with ~~GA~~general assistance; and (3) the applicant will make a good faith effort to direct the vendor to issue future bills in the name of the applicant or other responsible person residing in the household.

A) **Food.** The ~~administrator~~Administrator will provide food assistance to eligible persons up to the allowed maximum amounts designated by the U.S.D.A. Thrifty Food Plan for the appropriate household size.

For this purpose, the municipality hereby incorporates by reference the U.S.D.A. Thrifty Food Plan, as distributed by the Maine ~~DHHS~~Department of Health and Human Services on or about October of each year. See Ordinance Appendix B ~~of this ordinance~~ for the current year's food maximums.

In determining need for food the ~~administrator~~Administrator will not consider the value of the food stamps an applicant receives as income (22 M.R.S. § 4301.7(A); 7 U.S.C. §2017(b)). The municipality will authorize vouchers to be used solely for approved food products.

The ~~administrator~~Administrator will exceed the maximums when necessary for households having members with special dietary needs. The

~~administrator~~Administrator may require a doctor's statement verifying there is a special dietary need requiring an expenditure for food that is greater than the ordinance maximums.

- B) **Housing.** The ~~administrator~~Administrator will provide assistance with rent or mortgage payments that are reasonable and/or within the allowed maximum levels. See Ordinance Appendix C ~~of this ordinance~~ for the current year's housing maximums. It is the applicant's responsibility to find suitable housing, although the ~~administrator~~Administrator may help the applicant find housing when appropriate. The ~~administrator~~Administrator will inform the applicant of the allowed housing maximums to assist the applicant in his or her search for housing. The allowed maximum for any applicant will be the categorical housing maximum representing the minimum dwelling unit space necessary to adequately shelter the applicant household. Applicants requesting assistance for housing that contains more bedrooms than are necessary for the number of household members will be provided assistance according to the maximum level for the number of rooms actually needed.

**Rental Payments to Relatives.** The municipality may elect to not issue any rental payment to an applicant's relatives unless the rental relationship has existed for at least three months and the applicant's relative(s) rely on the rental payment for their basic needs. For the purpose of this section, a "relative" is defined as the applicant's parents, grandparents, children, grandchildren, siblings, parent's siblings, or any of those relative's children (22 M.R.S. § 4319(2)).

**Rental Payments to Non-Relatives.** When applicants are living in private homes with the owner or sharing dwelling units with people who are not pooling income or who are not legally liable relatives, the amount allowed as the applicant's shelter expense will be the applicant's pro rata share of the actual, total shelter cost, up to the ordinance maximum (22 M.R.S. § 4301(6)).

Any housing assistance issued to a recipient in such a circumstance will be issued, whenever reasonably possible, to the landlord or property owner with the most superior interest in the property; i.e., to a landlord before a tenant, or to a mortgagee before a mortgagor.

When the municipality issues in aggregate more than \$600 in rental payments to any landlord in any calendar year, a 1099 form declaring the total amount of rental payments issued during the calendar year will be forwarded to the Internal Revenue Service (IRS) pursuant to IRS regulation (see ~~§section~~ 6041(a) of Internal Revenue Code).

Any landlord wishing to regularly receive rental payments from the municipality on behalf of applicants renting rooms from the landlord's own residence must, at a minimum, make a good faith effort to obtain a lodging license from the ~~DHHS~~Department of Health and Human Services, Division of Health Engineering, pursuant to 10-144A ~~CM~~Revised Maine Regulations, Chapter 201, as a condition of that landlord receiving future ~~GA~~general assistance payments on behalf of his or her tenants.

**Mortgage Payments.** In the case of a request for assistance with a mortgage payment, the ~~general assistance administrator~~Administrator will make an individual factual determination of whether the applicant has an immediate need for such aid. In making this determination, the ~~administrator~~Administrator will consider the extent and liquidity of the applicant's proprietary interest in the housing. Factors to consider in making this determination include:

- (1) the marketability of the shelter's equity;
- (2) the amount of equity;
- (3) the availability of the equity interest in the shelter to provide the applicant an opportunity to secure a short-term loan in order to meet immediate needs;

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- (4) the extent to which liquidation may aid the applicant's financial rehabilitation;
- (5) a comparison between the amount of mortgage obligations and the anticipated rental charges the applicant would be responsible for if he/she were to be dislocated to rental housing;
- (6) the imminence of the applicant's dislocation from owned housing because of his or her inability to meet the mortgage payments;
- (7) the likelihood that the provision of housing assistance will prevent such dislocation; and
- (8) the applicant's age, health, and social situation.

These factors shall be considered when determining whether the equity in the shelter is an available asset which may be substituted for the assistance the municipality would otherwise be required to provide.

The ~~administrator~~Administrator shall consider issuing a benefit in response to the applicant's request for mortgage assistance to the extent the applicant is otherwise eligible for ~~GA~~general assistance if after review ~~ofing~~ the ~~above~~ criteria above, the ~~administrator~~Administrator determines that:

- (1) the monthly mortgage obligation is in accordance with the maximum levels of assistance available for housing appropriate to the applicant's household size;
- (2) there is no capacity in the accumulated equity in the property, when considered in the context of the applicant's borrowing capacity with the mortgagee or the general lending community, to suspend the mortgage obligation temporarily or reamortize the mortgage in such a way as to suspend or reduce the mortgage obligation; and
- (3) the failure to provide a mortgage payment in a timely manner could jeopardize the applicant's continued right of possession of the property.

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If a mortgage payment is necessary, the ~~administrater~~Administrator will pay the actual amount due, up to the amount allowed according to the maximum levels listed below. After an initial application, assistance with such payments will be given only after the applicant has made all reasonable efforts to borrow against the equity of his or her home. If there is not sufficient equity in the home with which to secure a loan, and if the monthly mortgage payments are not realistically in line with the rental rates for similar housing in the area that could meet the applicant's needs, the ~~administrater~~Administrator will inform the applicant that he/she is responsible for finding alternative housing within his or her ability to pay and will be obligated to make all reasonable efforts to secure such housing.

**Liens.** The municipality may place a lien on the property in order to recover its costs of granting assistance with mortgage payments. In addition, a municipality may claim a lien against the owner of real estate for the amount of money spent by it to make capital improvements to the real estate (22 M.R.S. § 4320). No lien may be enforced against a recipient except upon his or her death or the transfer of the property. Further, no lien may be enforced against a person who is currently receiving any form of public assistance, or who would again become eligible for ~~G~~Ageneral assistance if the lien were enforced.

If the municipality determines that it is appropriate to place a lien on a person's property to recover its costs of providing ~~G~~Ageneral assistance for a mortgage payment or capital improvement it must file a notice of the lien with the county registry of deeds where the property is located within 30 days of making the mortgage payment. That filing shall secure the municipality's or the state's interest in an amount equal to the sum of that mortgage or capital improvement payment and all subsequent mortgage or capital improvement payments made on behalf of the same eligible person, plus interest and costs.

Not less than 10 days prior to filing the lien in the registry, the municipal officers must send notice to the owner of the real estate, the ~~G~~Ageneral-assistance recipient, and any record holder of the mortgage by certified mail, return receipt requested, that a lien on the property is going to be filed with the registry. This notice must clearly inform the recipient of the limitations upon enforcement plus the name, title, address and telephone number of the person who granted the assistance. The municipal officers must also give written notice to the recipient each time the amount secured by the lien is increased because of an additional mortgage payment. This notice must include the same information that appeared on the original intent-to-file notice sent to the recipient.

The municipality may charge interest on the amount of money secured by the lien. The municipal officers will establish the interest rate not to exceed the maximum rate of interest allowed by the State Treasurer to be charged against delinquent taxes. The interest will accrue from the date the lien is filed.

**Property Taxes.** In the event an applicant requests assistance with his or her property taxes, the ~~administrater~~Administrator will inform the applicant that there are two procedures on the local level to request that relief: the poverty abatement process (36 M.~~S~~R.~~SA~~. § 841(2)) and ~~G~~Aeneral-Assistance. If the applicant chooses to seek property tax assistance through ~~G~~Aeneral-Assistance, or if the applicant is denied a poverty tax abatement, the ~~administrater~~Administrator may consider using ~~G~~Aeneral-assistance to meet this need only if:

- a) the property tax in question is for the applicant's place of residence;
- b) there is a tax lien on the property which is due to mature within 60 days of the date of application;
- c) as a matter of municipal policy or practice, or on the basis of information obtained from the applicant's mortgagee, if any, it is reasonably certain that a tax lien foreclosure will result in subsequent eviction from the residential property; and

- d) the applicant, with sufficient notice, applies for property tax relief through the Maine Property Tax Fairness Credit program, when available.

**Housing Maximums.** The maximum levels of housing assistance contained in this ordinance have been derived either from a locally accomplished fair market rental survey or the fair market rental values developed by the ~~U. nited S. tates~~ Department of Housing and Urban Development (HUD). If the maximum levels of housing are derived from the HUD values made effective as of every October 1, and adjusted to disregard the current and averaged utility allowances as developed by the Maine State Housing Authority, those levels are hereby incorporated by reference. See Ordinance Appendix C ~~of this ordinance~~ for the current year's housing maximums.

If and when the maximum levels of housing ~~assistance eontained~~ in this ~~O~~rdinance are derived from a locally developed fair market rental survey, a record of that survey will be submitted to the DHHS, General Assistance Unit, and the maximum levels of housing assistance will be incorporated into this ~~O~~rdinance pursuant to the ordinance adoption and amendment procedures found at 22 M.R.S. § 4305.

- C) **Utilities.** Expenses for lights, cooking, and hot water will be budgeted separately if they are not included in the rent. Applicants are responsible for making arrangements with the utility company regarding service, including entering into a special payment arrangement if necessary.

Assistance will be granted to eligible applicants on the basis of their most recent bill. The municipality is not obligated to pay back bills or utility security deposits. Exceptions may be made in emergency situations pursuant to section 4.9.

Disconnection of utility service will not be considered an emergency in all cases. The ~~administrator~~Administrator will make an individual, factual analysis to

determine if the termination of utility service constitutes an emergency. The ~~administrator~~**Administrator** will consider the household composition, the time of year, the age and health of the household members, and other appropriate factors in reaching a decision. Applicants who had sufficient income, money, assets or other resources to pay their utility bill when it was received, but who spent all or part of their income on items which were not basic necessities, will not be eligible to receive ~~GA~~**general assistance** to replace those funds.

Applicants have the burden of providing evidence of their income and use of income for the applicable time period (22 M.R.S. § 4308(2)) (~~see Ordinance §§section 4.9 and 6.3~~). The ~~administrator~~**Administrator** will notify applicants in writing that they must give the ~~administrator~~**Administrator** prompt notice if their utility service is to be terminated or if their fuel supply is low. It is the applicant's responsibility to attempt to make arrangements with the utility company to maintain their service and to notify the ~~administrator~~**Administrator** if assistance is needed with a utility bill prior to service being terminated.

**Electricity Maximums for Households Without Electric Hot Water.** See Ordinance Appendix D ~~of this ordinance~~ for the current year's electricity maximums.

**Electricity Maximums for Households that Use Electrically Heated Hot Water.** See Ordinance Appendix D ~~of this ordinance~~ for the current year's electricity maximums.

**Non-Electric Utilities.** The allowed amount for water and sewer utility service will be budgeted at a 30-day reasonable usage rate.

- D) **Fuel.** Expenses for home heating will be budgeted according to the actual need for fuel during the heating season (September through May) provided such expenses are reasonable, and at other times during the year when the



~~administrator~~Administrator determines the request for fuel assistance is reasonable and appropriate.

Assistance will be granted to eligible applicants on the basis of their most recent bill. The municipality is not responsible for back bills except in an emergency as provided in Ordinance §section 4.9. Applicants are responsible for monitoring their fuel supply and requesting assistance prior to depleting their fuel supply. When applicants who have been informed of this responsibility run out of fuel nonetheless, and can show no just cause for failing to give the ~~administrator~~Administrator timely notice of their need for fuel, the ~~administrator~~Administrator shall find that the emergency was not beyond the applicants' control, and process the emergency request accordingly, pursuant to Ordinance §section 4.9. ~~of this ordinance.~~

See Ordinance Appendix E ~~of this ordinance~~ for the current year's fuel maximums.

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E) **Personal Care and Household Supplies.** Expenses for ordinary personal and household supplies will be budgeted and allowed according to the applicant's actual need for these items. Personal and household supplies include: hand soap, toothpaste, shampoo, shaving cream, deodorant, dish detergent, laundry supplies and costs, household cleaning supplies, razors, paper products such as toilet paper, tissues, paper towels, garbage/trash bags light bulbs and supplies for children under 5 years of age. See Ordinance Appendix F ~~of this ordinance~~ for the current year's personal care and household supplies maximums.

F) **Other Basic Necessities.** Expenses falling under this section will be granted when they are deemed essential to an applicant's or recipient's health and safety by the ~~general assistance administrator~~Administrator and, in some cases, upon verification by a physician. Assistance will be granted only when these necessities cannot be obtained through the utilization of available resources.

- 1) **Clothing.** The municipality may assist a household with the purchase of adequate clothing. Before assistance will be granted for clothing, the general assistance ~~administrator~~Administrator must be satisfied that the applicant has utilized all available resources to secure the necessary clothing. In some circumstances, clothing will be a postponable item. Exceptions to this would be, for example, if fire, flood or unusually cold weather makes extra clothing an immediate necessity, special clothing is necessary for the applicant's employment, or a household member is without adequate clothing.
- 2) **Medical.** The municipality will pay for essential medical expenses, other than hospital bills (*see below*), provided that the municipality is notified and approves the expenses and services prior to their being made or delivered. Medical expenses include prescriptions, devices, treatments, or services that are determined to be 'medically necessary' by a licensed physician. The municipality will grant assistance for medical services only when assistance cannot be obtained from any other source and the applicant would not be able to receive necessary medical care without the municipality's assistance. The applicant is required to utilize any resource, including any federal or state program, that will diminish his or her need to seek general assistance for medical expenses. The municipality will grant assistance for non-emergency medical services only if a physician verifies that the services are essential. Provided there is no cost to the applicant, the ~~administrator~~Administrator may require a second medical opinion from a physician designated by the municipality to verify the necessity of the services.

Generally, the municipality will issue ~~GAgeneral-assistance~~ at the established Medicaid rates for all medical services, prescriptions, or other medical commodities. Before authorizing ~~GAgeneral-assistance~~ for any medical expenses, the ~~administrator~~Administrator will inform the pharmacy or medical

service provider of the municipality's intention to pay for the medical service at the Medicaid rate, and ask to be billed accordingly.

Ordinary medical supplies/non-prescription drugs will be budgeted at the actual amount when the applicant can demonstrate a need for such items. Allowable supplies include bandages, aspirin, cough syrup, and other generic brand, non-prescription medicines. In addition, the basic monthly rate for telephone service will be budgeted when a telephone is essential to the health and safety of the household. In order for telephone service to be considered an allowable expense the applicant must provide a written statement from a physician certifying that the telephone is essential.

- 3) **Hospital Bills.** In the event of an emergency admission to the hospital, the hospital must notify the ~~administrator~~Administrator within 5 business days of the admission. Notification must be by telephone, confirmed by certified mail, or by certified mail only. If a hospital fails to give timely notice to the ~~administrator~~Administrator, the municipality will have no obligation to pay the bill.

Any person who cannot pay his or her hospital bill must apply to the hospital for consideration under the Hospital's Free Care Program as provided in Title 22 M.R.S. § 1716. Anyone who is not eligible for the hospital's free care program may apply for ~~GA~~general assistance. Applicants must apply for assistance within 30 days of being discharged from the hospital and provide a notice from the hospital certifying that he or she is not eligible for the hospital's free care program.

Before the ~~administrator~~Administrator will consider whether to allow a hospital bill as a necessary expense, the applicant must enter into a reasonable payment arrangement with the hospital. The payment arrangement will be

based upon the Medicaid rate. In determining an applicant's eligibility, the municipality will budget the monthly payment to the hospital the applicant has agreed to pay. The applicant's need for assistance with a hospital bill will be considered each time he/she applies by including the amount of the bill in the applicant's monthly budget, but the recipient will be responsible for making any necessary payments to the hospital pursuant to the use-of-income requirements found at Ordinance §section 6.6 of this ordinance.

- 4) **Dental.** The municipality will pay for medically necessary dental services only. As is the case with medical services generally, the municipality will issue GAgeneral-assistance for dental services at the established Medicaid rates for those services, and before authorizing the GAgeneral-assistance benefit for dental services, the ~~administrator~~Administrator will inform the dentist or dental surgeon of the municipality's intention to pay at the Medicaid rate. If full mouth extractions are necessary, the municipality will pay for dentures provided the applicant has no other resources to pay for the dentures. The applicant will be referred to a dental clinic in the area whenever possible. The ~~administrator~~Administrator will expect the applicant to bear a reasonable part of the cost for dental services, including extractions and dentures, taking into account the applicant's ability to pay.
- 5) **Eye Care.** In order to be eligible to receive GAgeneral-assistance for eyeglasses, an applicant must have his or her medical need certified by a person licensed to practice optometry. The ~~general-assistance~~administratorAdministrator will provide assistance for eyeglasses to eligible persons only after the applicant has exhausted all other available resources and generally only at the Medicaid rate.
- 6) **Telephone Charge.** A payment for basic telephone will only be allowed if a telephone is necessary for medical reasons as verified by a physician. At the

discretion of the GA ~~administrator~~Administrator, minimum/basic telephone services may be allowed for households with children, for households where job search or work related reasons exist and/or for any other reasons the ~~administrator~~Administrator deems necessary.

- 7) **Work-Related Expenses.** In determining need, reasonable and actual work-related expenses will be deducted from earned income. These expenses include childcare costs, work clothes, supplies and transportation at the actual costs not to exceed the ordinance maximum. ~~S-(see Ordinance Appendix G for the current~~is-year's maximum mileage allotment). The applicant is required to provide documentation substantiating the costs and that the expenses were necessary.
- 8) **Travel Expenses.** In determining need, necessary travel which is not work-related will be budgeted if the applicant can satisfy the ~~administrator~~Administrator that the prospective need for travel is necessary. For applicants in rural areas, weekly transportation to a supermarket will be considered, as will any medically necessary travel. See Ordinance Appendix G for the current rate at which such necessary travel will be budgeted. This rate shall be construed to subsidize all costs associated with automobile ownership and operation, including gas/oil, tires, maintenance, insurance, financing, licensing/registration, excise tax, etc.
- 9) **Burials, Cremations.** Under the circumstances and in accordance with the procedures and limitations described below (~~see Ordinance §section 6.9~~), the municipality recognizes its responsibility to pay for the burial or cremation of eligible persons. See Ordinance Appendix H for the current maximums.
- 10) **Capital Improvements.** The costs associated with capital improvements/repairs (e.g., heating/water/septic system repair) will generally not be budgeted as a

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basic necessity. Exceptions can be made only when the capital improvement/repair has been pre-approved by the ~~administrator~~Administrator as a necessary expense and the monthly cost of the capital improvement/repair has been reduced as far as reasonably possible; for example, by means of the applicant entering into an installment payment arrangement with the contractor. The ~~administrator~~Administrator may grant ~~GA~~general-assistance for capital improvements when:

- 1) the failure to do so would place the applicant(s) in emergency circumstances;
- 2) there are no other resources available to effect the capital repair; and
- 3) there is no more cost-effective alternative available to the applicant or municipality to alleviate an emergency situation.

In some cases, the entire immediate cost of the capital improvement can be mitigated by the applicant entering into an installment payment arrangement with a contractor. The municipality reserves the right to place a lien on any property pursuant to 22 M.R.S. § 4320 when ~~GA~~general-assistance has been used to effect a capital improvement. The lien process shall be accomplished in the same manner as for mortgage payments, as described in subsection (B) "Liens", above.

#### Section 6.9—Burials; Cremations

**Funeral Director Must Give Timely Notice.** In order for the municipality to be liable for a burial or cremation expense, the funeral director must notify the ~~administrator~~Administrator prior to the burial or cremation or by the end of three business days following the funeral director's receipt of the body, whichever is earlier (22 M.R.S. § 4313(2)). This contact by the funeral director shall begin the process of developing an application for burial/cremation assistance on behalf of the deceased. It is the funeral director's responsibility to make a good-faith effort to determine if the family or any other persons are going to pay all or part of the burial expenses. If family

members or others are unable to pay the expenses, and the funeral director wants the municipality to pay all or part of the expenses, the funeral director must make timely contact to the ~~municipal administrator~~Administrator. In addition, the funeral director may refer legally liable relatives to the ~~administrator~~Administrator so that a timely determination of financial capacity may be accomplished.

**Application for Assistance Shall be Calculated on Behalf of the Deceased.** For the purposes of determining residency, calculating eligibility and issuing ~~GAgeneral assistance~~ for burial or cremation purposes, an application for assistance shall be completed by the ~~administrator~~Administrator on behalf of the deceased.

With regard to residency, the municipality of responsibility for burial expenses shall be the municipality in which the eligible deceased person was a resident at the time of death as residency is determined under Ordinance §section 4.10~~of this ordinance~~.

Although legally liable relatives may be asked to provide information regarding their income, assets, and basic living expenses, that information will not be construed as an application for ~~GAgeneral assistance~~ inasmuch as living persons are not eligible for burial assistance. To clarify this point of law, although legally liable relatives have a financial responsibility to pay for the burial or cremation of their relatives, that financial responsibility only exists to the extent the legally liable relatives have a financial capacity to do so. Therefore, legally liable relatives who are themselves eligible for ~~GAgeneral assistance~~, ~~by virtue of their eligibility~~, have no legal obligation to pay for the burial or cremation of their relatives. For these reasons, all ~~GAgeneral assistance~~ issued for burial or cremation purposes shall be issued on behalf of, and in the name of, the deceased.

**The Financial Responsibility of Certain Family Members.** Grandparents, parents, children and grandchildren of the deceased whether or not living in or owning property in Maine, and the spouse or registered domestic partner of the deceased, are financially

responsible for the burial or cremation of the deceased to the extent those relatives, individually or as a group, have a financial capacity to pay for the burial or cremation either in lump sum or by means of a budgeted payment arrangement with the funeral home. Accordingly, at the request of the ~~administrator~~Administrator, all legally liable relatives must provide the ~~municipal-administrator~~Administrator with any reasonably requested information regarding their income, assets, and basic living expenses. The ~~Administrator~~Administrator may also seek information from financial institutions holding assets of the deceased. Maine law requires a financial institution to disclose the amount deposited in the corporation or association when the municipality or its agents are acting in accordance with section 4313(2) and provide a written request and a notarized affidavit signed by the ~~Administratore~~overseer of the municipality or its agents stating that the named depositor is deceased.

**Consideration of the Financial Responsibility of Family Members.** Generally, when the ~~administrator~~Administrator can make a finding that one or more of the deceased's legally liable relatives have an obvious and demonstrable financial capacity to pay for the burial or cremation, by lump sum payment or by means of a reasonable payment arrangement, the municipality will not grant the requested burial or cremation assistance. When the ~~administrator~~Administrator is unable to make such a finding, the following proration of familial responsibility will be implemented.

**Proration of Familial Responsibility.** A proration of familial financial responsibility will be used when no legally liable relative possesses an obvious and demonstrable capacity to pay for the burial or cremation, but one or more of the financially liable relatives is found to have a financial capacity to make a partial financial contribution, or the ~~administrator~~Administrator is unable to determine the financial capacity of one or more of said relatives.

Under these circumstances, each legally liable relative is considered to be responsible for his or her pro rata share of the total municipal contribution that would exist if no



legally liable relatives had a financial capacity to contribute. Furthermore, and as long as all other eligibility factors have been satisfied, the municipality will provide as a burial or cremation benefit the aggregate of all pro rata shares less the share of any legally liable relative who refuses to cooperate with the ~~administrator~~Administrator by providing information or documentation reasonably necessary to determine that relative's financial capacity, and less any share or part of a share attributable to a legally liable relative who can financially contribute or partially contribute toward the burial or cremation to the extent of that relative's share.

**Eight Days to Determine Eligibility.** The ~~administrator~~Administrator may take up to 8 days from the date of an application for burial/cremation assistance to issue a written decision regarding the amount of the municipal contribution toward the burial or cremation. The 8-day eligibility determination period from the date of application shall be used as necessary to make third-party collateral contacts, verify the listing of legally liable family members and determine their respective financial capacities to contribute to the burial or cremation, contact the personal representative of the deceased's estate, if any, and other related administrative tasks. The ~~administrator~~Administrator shall not use this 8-day period allowed by law to unreasonably delay the municipality's decision.

**The Municipal Obligation to Pay When Legally Liable Relatives or Others Can Contribute.** The figures provided in this section are the maximum benefits provided by the municipality when no contributions toward the burial or cremation are available from any other source. To the extent any legally liable relatives of the deceased have a financial capacity to pay for the burial or cremation, that financial capacity shall be deducted from the maximum burial costs allowed by this section. In addition, any other benefits or resources that are available, such as Social Security burial benefits, veterans' burial benefits, or contributions from other persons, will be deducted from the maximum amount the municipality will pay, except there will be no deduction from the municipal benefit level with respect to any contribution provided for the purpose of publishing an obituary notice up to an aggregate contribution limit for this purpose of

\$75 when a paid receipt demonstrating the purchase of an obituary notice is provided to the ~~administrator~~Administrator.

**Burial Expenses.** The ~~administrator~~Administrator will respect the wishes of family members ~~concerning with regard to~~ whether the deceased is interred by means of burial or cremated. See Ordinance Appendix H for the maximum levels of burial assistance. ~~granted for the purpose of burials.~~

**Cremation Expenses.** In the absence of any objection by any family members of the deceased, or when neither the ~~administrator~~Administrator nor the funeral director can locate any family members, the ~~administrator~~Administrator may issue GAgeneral assistance for cremation services. See Ordinance Appendix H for the maximum assistance levels ~~of assistance granted for the purpose of~~ cremations.

#### Section 6.10—Notice of Decision

**Written Decision.** ~~Each time a person applies,~~ The ~~administrator~~Administrator will ~~provide~~ give a written decision to ~~the~~each applicant after making a determination of eligibility ~~each time a person applies~~. The decision will be given to the applicant within 24 hours ~~after of receiving~~ a completed and signed application is received (22 M.R.S. § 4305(3)) (see Ordinance Article IV, Section 4.6).

~~In order to comply with the statutory requirement to issue a decision within 24 hours, if~~  
~~When~~ an applicant submits an incomplete or unsigned application, ~~due to the 24-hour decision requirement placed on the GA administrator,~~ the ~~GA administrator~~Administrator may decide to ~~issue~~render a notice of “ineligibility” and provide the applicant with another application to submit as soon as is practicable for the applicant.

In order to ensure that applicants understand their rights, it is the responsibility of Tthe general assistance administrator Administrator must to explain the applicant's' right to a fair hearing in the Administrator's written notice of decision.

**Contents of Decision.** After an application has been completed, applicants will be given written notice of any decision concerning their eligibility for assistance. In addition to the ~~items contents of a written decision~~ listed in Ordinance § section 4.6, of this ordinance, the notice of decision will include a statement that: applicants:

- a) the applicant has have the right to a fair hearing and how to request the method by which they may obtain a fair hearing and;
- b) the applicant has have the right to contact the DHHS if he or she they believes the municipality has violated the law. The decision will include contact information for the appropriate DHHS office state the method for notifying the department.

**Disbursement of General Assistance.** Except when the Administrator determines it is d impractical, ~~by the administrator~~, all GA general assistance will be provided as in the ~~form of~~ a voucher or purchase order payable to a vendor or through direct municipal payment to a provider of goods or services. General assistance will not be issued in the form of a cash payment to an applicant unless there is no alternative to the making ~~such a~~ cash payment, in which case the ~~administrator~~ Administrator shall document the circumstances requiring GA to be for issu ~~ed~~ ing general assistance in the form of cash (22 M.R.S. § 4305(6)).

## ARTICLE VII

### The Fair Hearing

#### Section 7.1—Right to a Fair Hearing

Within 5 working days of receipt~~ing of~~ a written notice of denial, reduction or termination of assistance, or within 10 working days after any other act or failure to act, the applicant or his or her authorized representative has the right to request a fair hearing (22 M.R.S. § 4322). The right to review a decision of the ~~general-assistance administrator~~Administrator is a basic right of the applicant to a full evidentiary hearing and is not limited solely to a review of the decision.

#### Section 7.2—Method of Obtaining a Fair Hearing

Upon receiving notification of the decision of the ~~general-assistance administrator~~Administrator, all claimants will be informed of ~~how to the method of request~~obtaining a fair hearing. All complaints that are not clear requests for a fair hearing will be answered by a personal interview or in writing by the ~~general-assistance administrator~~Administrator. If the client is satisfied with the adjustment or explanation, the ~~administrator~~Administrator will make an entry in the case record and file any correspondence involved.

**Written Request.** To obtain a fair hearing, the claimant, or his or her authorized representative, must make a written request within 5 working days of receipt ~~of~~ing ~~the~~ ~~the~~ ~~administrator~~Administrator's decision to grant, deny, reduce or terminate assistance, or within 10 working days after any other act or failure to act. The ~~administrator~~Administrator will make ~~available-a~~ ~~printed~~ form ~~available to~~for requesting a fair hearing and will assist the claimant in completing it if necessary. On the printed form, the claimant will give the following information:

- a) the decision on which review is sought;

- b) the reason(s) ~~for~~ the claimant ~~is's~~ dissatisfied ~~action~~ and why the claimant believes he/she is eligible to receive assistance; and
- c) the relief sought by the claimant.

The ~~administrator~~ Administrator ~~may~~ cannot ~~not~~ deny or dismiss a request for a hearing unless it has been withdrawn (in writing) by the claimant.

**Scheduling the Fair Hearing.** Upon receipt of the completed written request, the ~~FHA~~ fair hearing authority must meet and hold the hearing within 5 working days. The ~~administrator~~ Administrator will notify the claimant in writing when and where the hearing will be held (22 M.R.S. § 4322). In addition to the date, time and place of the hearing, the notice of fair hearing ~~sent to the claimant~~ shall include, at a minimum, the claimant's rights to:

- a) be his or her own spokesperson at the fair hearing, or at the claimant's own expense be represented by legal counsel or ~~another spokesperson at the hearing, at the claimant's own expense;~~
- b) confront and cross-examine any witnesses presented at the hearing ~~against the claimant;~~ and
- c) present witnesses on his or her own behalf.

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Arrangements for the date, time, and place of the hearing will take into consideration the convenience of the claimant and hearing authority. The claimant will be given timely notice to allow for preparation and will also be given adequate preliminary information about the hearing procedure to allow for effective preparation of his or her case.

### Section 7.3—The Fair Hearing Authority

The municipal officers will appoint a fair hearing authority (FHA) that will determine, based on all the evidence presented at the fair hearing, whether the claimant(s) were eligible to receive assistance at the time they applied for GA. The FHA is charged with

~~the responsibility of~~ ensuring that ~~GA~~general assistance is administered in accordance with the state law and ~~this~~local ordinance.

The ~~FHA~~fair hearing authority may consist of the municipal officers, one or more persons appointed by the municipal officers to act as the FHA , or, if designated by ordinance, a municipal ~~the~~ board of appeals created under 30-A M.R.S. § 2691 (22 M.R.S. § 4322). In determining the ~~organization of the FHA~~fair hearing authority, the municipal officers will ensure that ~~use the following criteria.~~ ~~The~~ all person(s) serving as ~~FHA~~ must:

- a) ~~not~~ have not participated in the decision which is the subject of the appeal;
- b) be impartial;
- c) be sufficiently skilled in interviewing techniques to be able to obtain evidence and the facts necessary to make a fair determination; and
- d) be capable of evaluating all evidence fairly and realistically, explaining to the claimant the laws and regulations under which the ~~administrator~~Administrator operated, and conveying ~~to interpreting to~~ the ~~administrator~~Administrator any evidence of unsound, unclear, or inadequate policies, practices or actions.

#### Section 7.4—Fair Hearing Procedure

~~At the time that~~ When a claimant requesting a fair hearing ~~written notice of is notified of~~ the date, time, and place of the fair hearing is provided to a claimant in writing, he/she will also be given adequate ~~preliminary~~ information about the hearing procedure to allow ~~for him/her to~~ effectively prepare ~~ation of~~ his or her case. The claimant shall be permitted to review his or her file ~~before~~prior to the hearing. At a minimum, the claimant will be provided ~~told with~~ the following information regarding fair hearing procedures. ; ~~which will govern all fair hearings.~~ All fair hearings will:

- a) be conducted in privately, with ~~and will be open only~~ to the claimant, witnesses, the claimant's legal counsel, ~~or~~ others whom the claimant wants present, and ~~the~~

~~general-assistance-administrator~~Administrator, ~~the Administrator's his or her~~ agents, counsel and witnesses present;

- b) be opened with a presentation of the issue by the ~~FHA~~fair-hearing-authority;
- c) be conducted informally, without technical rules of evidence, but subject to the requirements of due process;
- d) allow the claimant and the ~~administrater~~Administrator the option to present their positions for themselves or with the aid of others, including legal counsel;
- e) give all participants an opportunity to present oral or written testimony or documentary evidence, offer rebuttal; question witnesses presented at the hearing; and examine all evidence presented at the hearing;
- f) result in a decision, based exclusively on evidence or testimony presented at the hearing; and
- g) be tape recorded, and result in a written decision that is given to the claimant and filed with evidence introduced at the hearing. The ~~FHA~~fair-hearing-authority will allow the claimant to establish all pertinent facts and circumstances, and to advance any arguments without undue interference. Information that the claimant does not have an opportunity to hear or see will not be used in the fair hearing decision or made part of the hearing record. Any material reviewed by the ~~FHA~~fair-hearing-authority must be made available to the claimant or his or her representative. The claimant will be responsible for preparing a written transcript if he/she wishes to pursue court action.

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The ~~FHA~~fair-hearing-authority shall admit all evidence if it is the kind of evidence upon which reasonable persons are accustomed to rely in the conduct of serious affairs (22 M.R.S. § 4322).

**Claimant's Failure to Appear.** ~~Ifn the event~~ the claimant fails to appear at the hearing, the FHA will send a written notice to the claimant indicating that the ~~GA~~ ~~administrater~~Administrator's decision remains unchanged ~~was not altered because due~~

~~of~~ the claimant's ~~failure~~ to appear. ~~Furthermore, The notice will state that shall indicate that~~ the claimant has 5 working days from receipt of the notice to provide the Administrator with ~~submit to the GA administrator~~ information demonstrating "just cause," for ~~failure~~ing to appear.

"Just cause" for ~~For the purposes of~~ a claimant's failure to appear at a fair hearing, ~~examples of "just cause" may~~ include:

- a) a death or serious illness in the family;
- b) a personal illness which reasonably prevents the party from attending the hearing;
- c) an emergency or unforeseen event which reasonably prevents the party from attending the hearing;
- d) an obligation or responsibility which a reasonable person in the conduct of his or her affairs could reasonably conclude takes precedence over the attendance at the hearing; or
- e) lack of receipt of adequate or timely notice; excusable neglect, excusable inadvertence, or excusable mistake.

If the claimant (or ~~his/her~~their attorney) establishes that just cause existed, the request for the hearing will be reinstated and a hearing rescheduled.

~~Ifn the event~~ a claimant who is represented by legal counsel fails to appear at a fair hearing, legal counsel shall not testify in place of the claimant on matters of 'fact' but may cross examine witnesses and make 'legal' arguments on behalf of the claimant.

#### Section 7.5—The Fair Hearing Decision

The FHA's decision ~~of the fair hearing authority~~ will be binding on the ~~general assistance administrator~~Administrator, and will be communicated in writing to the claimant within 5 working days after completion of the hearing. Written notice of the decision will contain ~~the following~~:

- a) a statement of the issue;

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- b) relevant facts brought out at the hearing;
- c) pertinent provisions in the law or ~~GA~~general-assistance ordinance related to the decision; and
- d) the ~~FHA's~~ decision and the reasons for it.

A copy of the ~~notice of the~~ decision will be given to the claimant. The hearing record and the case record will be maintained by the ~~general-assistance-administrator~~Administrator.

The written ~~notice of the~~ decision will state that if the claimant is dissatisfied with the fair hearing decision, he/she ~~may~~has a further legal right to appeal ~~the decision~~ pursuant to ~~the~~ Maine Rules of Civil Procedure, Rule 80B. To take advantage of this right, the claimant must file a petition for review with the Superior Court within 30 days of receipt of the fair hearing decision.

When the decision by the ~~FHA fair hearing authority~~ or court authorizes assistance to the claimant, the assistance will be provided within 24 hours.

## ARTICLE VIII

### Recovery of Expenses

**Recipients.** The municipality may recover the full amount of assistance granted to a person from either the recipient or from any person liable for the recipient, or his or her executors or ~~administrater~~administrators in a civil action. However, prior to recovering assistance granted, the municipality shall "offset" the value of any workfare performed by a GA recipient against the repayment obligation, at a rate not less than minimum wage.

~~Before filing a court action Prior to taking a recipient to court to seek repayment of recover-GA benefits previously provided to a recipient, the the amount of assistance, the municipality will seek voluntary repayment after written notice and discussion with the from the recipient by notifying him/her in writing and discussing it with the recipient. However, t~~The municipality ~~will~~shall not attempt to recover such ~~amountseests~~ if, as a result of the repayment, the ~~recipient~~person would again become eligible for ~~GAgeneral-assistance~~ (22 M.R.S. § 4318).

**Recipients Anticipating Workers' Compensation Benefits.** The municipality shall claim a lien on any lump sum payment under the Workers' Compensation Act or similar law of any other state, which lien shall equal for the value of all GAgeneral-assistance payments made to a recipient ~~ofen~~ any such lump sum payment ~~made to that recipient under the Workers' Compensation Act or similar law of any other state~~ (22 M.R.S. § 4318, 39-A M.R.S. § 106). After issuing any ~~GAgeneral-assistance~~ on behalf of a recipient who has applied for or is receiving Workers' Compensation, the municipality shall file a notice of the municipal lien with the ~~GAgeneral-assistance~~ recipient and the Maine Office of Secretary of State, Uniform Commercial Code division.

The notice of lien shall be filed on a UCC-1 form which must be signed by the GA recipient ~~of general assistance~~ who has applied for or is receiving Workers' Compensation. Any GA ~~general assistance~~ applicant who has applied for or who is receiving Workers' Compensation benefits and who refuses to sign a properly prepared UCC-1 form will be found ineligible to receive GA ~~general assistance~~ until he or she provides the required signature. The municipality shall also send a photocopy of that filing to the recipient's Worker's Compensation attorney, if known, the applicant's employer or the employer's insurance company, and, at the ~~administrator~~ Administrator's discretion, to the Workers' Compensation Board. The lien shall be enforced at the time any lump sum Workers' Compensation benefit is issued.

**Recipients of SSI.** All applicants who receive GA ~~general assistance~~ while receipt of their Supplemental Security Income (SSI) assistance is pending or suspended (; and which therefore may be retroactively issued to the applicant at a later date), will be required to sign a statement on an Interim Assistance Agreement form distributed by the DHHS that authorizes the Social Security Administration to direct a portion of any retroactive SSI payment to the municipality and/or the state in repayment for the GA ~~general assistance~~ granted. Any GA ~~general assistance~~ applicant who has applied for or who may be applying for SSI, or who may be required to apply for SSI pursuant to 22 M.R.S. § 4317, and who refuses to sign the Interim Agreement SSI authorization form will be found ineligible to receive GA ~~general assistance~~ until he or she provides the required signature (22 M.R.S. § 4318).

**Relatives.** The spouse of an applicant, and the parents of any applicant under the age of 25, are liable for the support of the applicant (22 M.R.S. § 4319). In addition, the grandchildren, children, parents, grandparents, ~~and effective November 1, 2017,~~ the spouse and a registered domestic partner, are liable for the burial costs of each other. The municipality considers these relatives to be available resources and liable for the support of their relatives in proportion to their respective ability. The municipality may

complain to any court of competent jurisdiction to recover any expenses made on ~~the~~ behalf of a recipient if the relatives fail to fulfill their responsibility (22 M.R.S. § 4319).

## ARTICLE IX

### Severability

If ~~Should~~ any ~~section or~~ provision of this ordinance ~~is~~be declared invalid by ~~a~~the court of competent ~~jurisdictions to be invalid~~, such decision shall not invalidate any other ~~section or~~ provision of the ordinance.

## Appendix A

Effective: 10/1/2010 – 9/30/2021

### 2021-2022 GA Overall Maximums

#### Metropolitan Areas

Persons in Household					
COUNTY	1	2	3	4	5+
<b>Bangor-HMFA:</b> Bangor, Brewer, Eddington, Glenburn, Hampden, Hermon, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	775	879	1,116	1,397	1,956
<b>Cumberland County-HMFA:</b> Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Sebago	883	926	1,197	1,649	1,882
<b>Lewiston/Auburn-MSA:</b> Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	741	798	1,025	1,287	1,633
<b>Penobscot County-HMFA:</b> Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Loxrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Seboeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	741	742	981	1,229	1,341
<b>Portland-HMFA:</b> Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth, Buxton, Hollis, Limington, Old Orchard Beach	1,179	1,284	1,668	2,180	2,654

<b>Sagadahoc HMFA:</b> Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	821	933	1,095	1,449	1,691
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COUNTY	1	2	3	4	5*
<b>York County HMFA:</b> Acton, Alfred, Arundel, Biddeford, Cornish, Dayton, Kennebunk, Kennebunkport, Lebanon, Limerick, Lyman, Newfield, North Berwick, Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh, Waterboro, Wells	918	980	1,212	1,539	1,720
<b>York/Kittery/S. Berwick HMFA:</b> Berwick, Eliot, Kittery, South Berwick, York	1,136	1,165	1,539	1,926	2,699

\*Note: Add \$75 for each additional person.

### Non-Metropolitan Areas

#### Persons in Household

COUNTY	1	2	3	4	5*
<b>Aroostook County</b>	649	710	831	1,119	1,200
<b>Franklin County</b>	683	729	837	1,102	1,480
<b>Hancock County</b>	836	871	1,047	1,319	1,445
<b>Kennebec County</b>	769	786	979	1,284	1,371
<b>Knox County</b>	792	795	979	1,291	1,390
<b>Lincoln County</b>	868	886	1,057	1,349	1,554
<b>Oxford County</b>	764	767	936	1,322	1,537
<b>Piscataquis County</b>	659	708	874	1,158	1,396
<b>Somerset County</b>	709	744	959	1,249	1,338
<b>Waldo County</b>	818	871	997	1,339	1,705
<b>Washington County</b>	710	713	926	1,160	1,254

\*Please Note: Add \$75 for each additional person.

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## Revised (9/2/21)

### Metropolitan Areas

#### Persons in Household

<u>COUNTY</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5*</u>
<b><u>Bangor HMFA:</u></b> Bangor, Brewer, Eddington, Glenburn, Hampden, Heron, Holden, Kenduskeag, Milford, Old Town, Orono, Orrington, Penobscot Indian Island Reservation, Veazie	<u>783</u>	<u>909</u>	<u>1,163</u>	<u>1,447</u>	<u>1,979</u>
<b><u>Cumberland County HMFA:</u></b> Baldwin, Bridgton, Brunswick, Harpswell, Harrison, Naples, New Gloucester, Pownal, Schago	<u>963</u>	<u>1,023</u>	<u>1,331</u>	<u>1,773</u>	<u>1,904</u>
<b><u>Lewiston/Auburn MSA:</u></b> Auburn, Durham, Greene, Leeds, Lewiston, Lisbon, Livermore, Livermore Falls, Mechanic Falls, Minot, Poland, Sabattus, Turner, Wales	<u>754</u>	<u>811</u>	<u>1,042</u>	<u>1,335</u>	<u>1,652</u>
<b><u>Penobscot County HMFA:</u></b> Alton, Argyle UT, Bradford, Bradley, Burlington, Carmel, Carroll plantation, Charleston, Chester, Clifton, Corinna, Corinth, Dexter, Dixmont, Drew plantation, East Central Penobscot UT, East Millinocket, Edinburg, Enfield, Etna, Exeter, Garland, Greenbush, Howland, Hudson, Kingman UT, Lagrange, Lakeville, Lee, Levant, Lincoln, Lowell town, Mattawamkeag, Maxfield, Medway, Millinocket, Mount Chase, Newburgh Newport, North Penobscot UT, Passadumkeag, Patten, Plymouth, Prentiss UT, Schoeis plantation, Springfield, Stacyville, Stetson, Twombly UT, Webster plantation, Whitney UT, Winn, Woodville	<u>748</u>	<u>750</u>	<u>992</u>	<u>1,243</u>	<u>1,357</u>
<b><u>Portland HMFA:</u></b> Cape Elizabeth, Casco, Chebeague Island, Cumberland, Falmouth, Freeport, Frye Island, Gorham, Gray, Long Island, North Yarmouth, Portland, Raymond, Scarborough, South Portland, Standish, Westbrook, Windham, Yarmouth, Buxton, Hollis, Limington, Old Orchard Beach	<u>1,197</u>	<u>1,352</u>	<u>1,751</u>	<u>2,267</u>	<u>2,770</u>
<b><u>Sagadahoc HMFA:</u></b> Arrowsic, Bath, Bowdoin, Bowdoinham, Georgetown, Perkins UT, Phippsburg, Richmond, Topsham, West Bath, Woolwich	<u>828</u>	<u>981</u>	<u>1,195</u>	<u>1,575</u>	<u>1,777</u>



<u>COUNTY</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5*</u>
<u>York County HMFA:</u> <u>Acton, Alfred, Arundel, Biddeford, Cornish,</u> <u>Dayton, Kennebunk, Kennebunkport, Lebanon,</u> <u>Limerick, Lyman, Newfield, North Berwick,</u> <u>Ogunquit, Parsonsfield, Saco, Sanford, Shapleigh,</u> <u>Waterboro, Wells</u>	<u>1,016</u>	<u>1,030</u>	<u>1,293</u>	<u>1,615</u>	<u>1,896</u>
<u>York/Kittery/S. Berwick HMFA:</u> <u>Berwick, Eliot, Kittery, South Berwick, York</u>	<u>1,173</u>	<u>1,230</u>	<u>1,620</u>	<u>2,096</u>	<u>2,805</u>

\*Note: Add \$75 for each additional person.

### Non-Metropolitan Areas

#### Persons in Household

<u>COUNTY</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5*</u>
<u>Aroostook County</u>	<u>655</u>	<u>717</u>	<u>840</u>	<u>1,132</u>	<u>1,254</u>
<u>Franklin County</u>	<u>690</u>	<u>737</u>	<u>846</u>	<u>1,119</u>	<u>1,497</u>
<u>Hancock County</u>	<u>844</u>	<u>880</u>	<u>1,058</u>	<u>1,334</u>	<u>1,462</u>
<u>Kennebec County</u>	<u>776</u>	<u>794</u>	<u>990</u>	<u>1,299</u>	<u>1,387</u>
<u>Knox County</u>	<u>800</u>	<u>807</u>	<u>990</u>	<u>1,316</u>	<u>1,406</u>
<u>Lincoln County</u>	<u>877</u>	<u>895</u>	<u>1,123</u>	<u>1,397</u>	<u>1,806</u>
<u>Oxford County</u>	<u>771</u>	<u>775</u>	<u>947</u>	<u>1,337</u>	<u>1,555</u>
<u>Piscataquis County</u>	<u>665</u>	<u>715</u>	<u>883</u>	<u>1,172</u>	<u>1,412</u>
<u>Somerset County</u>	<u>716</u>	<u>751</u>	<u>969</u>	<u>1,263</u>	<u>1,354</u>
<u>Waldo County</u>	<u>920</u>	<u>925</u>	<u>1,101</u>	<u>1,376</u>	<u>1,883</u>
<u>Washington County</u>	<u>717</u>	<u>721</u>	<u>937</u>	<u>1,173</u>	<u>1,268</u>

\* Please Note: Add \$75 for each additional person

## Appendix B

Effective: 10/01/20 to 09/30/21

### 2020-2021 Food Maximums

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2020, those amounts are:

Number in Household	Weekly Maximum	Monthly Maximum
1	\$ 47.44	\$ 204
2	86.98	374
3	124.42	535
4	158.14	680
5	187.67	807
6	225.35	969
7	249.07	1,071
8	284.65	1,224

~~Note: For each additional person add \$153 per month.~~

Please Note: The maximum amounts allowed for food are established in accordance with the U.S.D.A. Thrifty Food Plan. As of October 1, 2021, those amounts are:

<u>Number in Household</u>	<u>Weekly Maximum</u>	<u>Monthly Maximum</u>
<u>1</u>	<u>\$ 58.14</u>	<u>\$ 250.00</u>
<u>2</u>	<u>106.74</u>	<u>459.00</u>
<u>3</u>	<u>153.02</u>	<u>658.00</u>
<u>4</u>	<u>194.19</u>	<u>835.00</u>
<u>5</u>	<u>230.70</u>	<u>992.00</u>
<u>6</u>	<u>276.74</u>	<u>1,190.00</u>
<u>7</u>	<u>306.05</u>	<u>1,316.00</u>
<u>8</u>	<u>349.77</u>	<u>1,504.00</u>

Note: For each additional person add \$188 per month.

## Appendix C

Effective: 10/01/20 to  
09/30/21

### 2021-2022 GA Housing Maximums (Heated & Unheated Rents)

**NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS!** Municipalities should ONLY consider adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. Or, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum Appendix A. (See Instruction Memo for further guidance.)

#### Non-Metropolitan FMR Areas

<b>Aroostook County</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	117	504	141	606
1	123	528	154	663
2	139	599	180	776
3	195	840	246	1,057
4	200	859	262	1,126
<b>Franklin County</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	125	538	149	640
1	127	547	159	682
2	141	605	182	782
3	191	823	242	1,040
4	265	1,139	327	1,406
<b>Hancock County</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	159	682	182	783
1	159	682	188	809
2	186	801	227	975
3	238	1,022	287	1,235
4	251	1,079	312	1,342
<b>Kennebec County</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	143	615	167	716
1	143	615	168	724
2	170	733	211	907
3	230	987	279	1,200

4	234	1,005	295	1,268
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### Non-Metropolitan FMR Areas

<u>Knox County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	148	638	172	739
1	148	638	172	739
2	170	733	211	907
3	231	994	281	1,207
4	238	1,024	299	1,287
<u>Lincoln County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	166	714	190	815
1	166	714	192	824
2	189	811	229	985
3	245	1,052	294	1,265
4	276	1,188	337	1,451
<u>Oxford County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	142	610	165	711
1	142	610	165	711
2	160	690	201	864
3	238	1,025	288	1,238
4	272	1,171	333	1,434
<u>Piscataquis County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	116	501	142	609
1	119	512	152	652
2	146	627	189	811
3	200	862	253	1,086
4	241	1,037	305	1,312
<u>Somerset County</u>	<u>Unheated</u>		<u>Heated</u>	
Bedrooms	Weekly	Monthly	Weekly	Monthly
0	129	555	153	656
1	129	555	159	682
2	166	713	206	887
3	221	952	271	1,165
4	226	972	287	1,235



### Non-Metropolitan FMR Areas

<b>Waldo County</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		154	664	178	765
1		157	676	188	809
2		175	751	215	925
3		242	1,042	292	1,255
4		311	1,339	373	1,602
<b>Washington County</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		129	556	153	657
1		129	556	153	657
2		158	680	199	854
3		201	863	250	1,076
4		206	888	268	1,151

### Metropolitan FMR Areas

<b>Bangor HMA</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		144	621	168	722
1		159	684	190	817
2		202	870	243	1,044
3		256	1,100	305	1,313
4		370	1,590	431	1,853
<b>Cumberland Cty. HMA</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		170	729	193	830
1		170	731	201	864
2		221	951	262	1,125
3		314	1,352	364	1,565
4		353	1,516	414	1,779
<b>Lewiston/Auburn MSA</b>		<b>Unheated</b>		<b>Heated</b>	
Bedrooms		Weekly	Monthly	Weekly	Monthly
0		137	587	160	688
1		140	603	171	736
2		181	779	222	953
3		230	990	280	1,203
4		295	1,267	356	1,530

### Metropolitan-FMR Areas

<b>Penobscot Cty. HMFA</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	137	587	160	688
1	137	587	160	688
2	171	735	211	909
3	217	932	266	1,145
4	227	975	288	1,238
<b>Portland HMFA</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	238	1,025	262	1,126
1	253	1,089	284	1,222
2	331	1,422	371	1,596
3	438	1,883	487	2,096
4	532	2,288	593	2,551
<b>Sagadahoc Cty. HMFA</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	155	667	179	768
1	172	738	203	871
2	197	849	238	1,023
3	268	1,152	317	1,365
4	308	1,325	369	1,588
<b>York Cty. HMFA</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	178	764	201	865
1	183	785	213	918
2	225	966	265	1,140
3	289	1,242	338	1,455
4	315	1,354	376	1,617
<b>York/Kittery/S. Berwick HMFA</b>				
Bedrooms	Unheated		Heated	
	Weekly	Monthly	Weekly	Monthly
0	228	982	252	1,083
1	228	982	257	1,103
2	301	1,293	341	1,467
3	379	1,629	428	1,842
4	543	2,333	604	2,596

**Revised (9/2/21)**  
**(Heated & Unheated Rents)**



**NOTE: NOT ALL MUNICIPALITIES SHOULD ADOPT THESE SUGGESTED HOUSING MAXIMUMS!** Municipalities should **ONLY** consider adopting the following numbers, if these figures are consistent with local rent values. If not, a market survey should be conducted and the figures should be altered accordingly. The results of any such survey must be presented to DHHS prior to adoption. **Or, no housing maximums should be adopted and eligibility should be analyzed in terms of the Overall Maximum—Appendix A. (See Instruction Memo for further guidance.)**

**Non-Metropolitan FMR Areas**

<b>Aroostook County</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	119	510	142	612
1	125	536	156	670
2	141	608	183	785
3	198	853	249	1,070
4	212	913	274	1,180

<b>Franklin County</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	127	545	150	647
1	129	556	160	690
2	143	614	184	791
3	195	840	246	1,057
4	269	1,156	331	1,423

<b>Hancock County</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	161	691	184	791
1	161	691	190	818
2	189	812	229	986
3	241	1,037	291	1,250
4	255	1,095	316	1,359

<b>Kennebec County</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	145	623	168	723
1	145	623	170	732
2	173	744	213	918
3	233	1,002	283	1,215
4	237	1,020	299	1,284

**Non-Metropolitan FMR Areas**

<b>Knox County</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	150	647	174	747

<u>1</u>	<u>150</u>	<u>647</u>	<u>174</u>	<u>747</u>
<u>2</u>	<u>173</u>	<u>744</u>	<u>213</u>	<u>918</u>
<u>3</u>	<u>237</u>	<u>1,019</u>	<u>287</u>	<u>1,232</u>
<u>4</u>	<u>242</u>	<u>1,039</u>	<u>303</u>	<u>1,303</u>
<b>Lincoln County</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	<u>168</u>	<u>724</u>	<u>192</u>	<u>824</u>
1	<u>168</u>	<u>724</u>	<u>194</u>	<u>833</u>
2	<u>204</u>	<u>877</u>	<u>244</u>	<u>1,051</u>
3	<u>256</u>	<u>1,100</u>	<u>305</u>	<u>1,313</u>
4	<u>335</u>	<u>1,439</u>	<u>396</u>	<u>1,703</u>
<b>Oxford County</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	<u>144</u>	<u>618</u>	<u>167</u>	<u>718</u>
1	<u>144</u>	<u>618</u>	<u>167</u>	<u>718</u>
2	<u>163</u>	<u>701</u>	<u>203</u>	<u>875</u>
3	<u>242</u>	<u>1,040</u>	<u>291</u>	<u>1,253</u>
4	<u>276</u>	<u>1,188</u>	<u>338</u>	<u>1,452</u>
<b>Piscataquis County</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	<u>117</u>	<u>501</u>	<u>165</u>	<u>609</u>
1	<u>119</u>	<u>512</u>	<u>165</u>	<u>652</u>
2	<u>146</u>	<u>627</u>	<u>201</u>	<u>811</u>
3	<u>200</u>	<u>862</u>	<u>288</u>	<u>1,086</u>
4	<u>241</u>	<u>1,037</u>	<u>333</u>	<u>1,312</u>
<b>Somerset County</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	<u>131</u>	<u>563</u>	<u>154</u>	<u>663</u>
1	<u>131</u>	<u>563</u>	<u>160</u>	<u>689</u>
2	<u>168</u>	<u>723</u>	<u>209</u>	<u>897</u>
3	<u>225</u>	<u>966</u>	<u>274</u>	<u>1,179</u>
4	<u>230</u>	<u>987</u>	<u>291</u>	<u>1,251</u>

#### Non-Metropolitan FMR Areas

<b>Waldo County</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	<u>178</u>	<u>767</u>	<u>202</u>	<u>867</u>
1	<u>178</u>	<u>767</u>	<u>202</u>	<u>867</u>
2	<u>199</u>	<u>855</u>	<u>239</u>	<u>1,029</u>



3	251	1,079	300	1,292
4	353	1,516	414	1,780
<b>Washington County</b>				
	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
0	131	564	154	664
1	131	564	154	664
2	161	691	201	865
3	204	876	253	1,089
4	210	901	271	1,165

### Metropolitan FMR Areas

<b>Bangor HMFA</b>		<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>	
0	147	630	170	730	
1	166	714	197	847	
2	213	917	254	1,091	
3	267	1,150	317	1,363	
4	375	1,612	436	1,876	

<b>Cumberland Cty. HMFA</b>		<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>	
0	188	810	212	910	
1	193	828	223	961	
2	252	1,085	293	1,259	
3	343	1,476	393	1,689	
4	357	1,537	419	1,801	

<b>Lewiston/Auburn MSA</b>		<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>	
0	140	601	163	701	
1	143	616	174	749	
2	185	796	226	970	
3	241	1,038	291	1,251	
4	299	1,285	360	1,549	

### Metropolitan FMR Areas

<b>Penobscot Cty. HMFA</b>		<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>	
0	138	595	162	695	
1	138	595	162	695	
2	173	746	214	920	
3	220	946	270	1,159	
4	230	990	292	1,254	

<b>Portland HMFA</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
<u>0</u>	<u>243</u>	<u>1,044</u>	<u>266</u>	<u>1,144</u>
<u>1</u>	<u>269</u>	<u>1,157</u>	<u>300</u>	<u>1,290</u>
<u>2</u>	<u>350</u>	<u>1,505</u>	<u>390</u>	<u>1,679</u>
<u>3</u>	<u>458</u>	<u>1,970</u>	<u>508</u>	<u>2,183</u>
<u>4</u>	<u>559</u>	<u>2,403</u>	<u>620</u>	<u>2,667</u>
<b>Sagadahoc Cty. HMFA</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
<u>0</u>	<u>157</u>	<u>675</u>	<u>180</u>	<u>775</u>
<u>1</u>	<u>183</u>	<u>786</u>	<u>214</u>	<u>919</u>
<u>2</u>	<u>221</u>	<u>949</u>	<u>261</u>	<u>1,123</u>
<u>3</u>	<u>297</u>	<u>1,278</u>	<u>347</u>	<u>1,491</u>
<u>4</u>	<u>328</u>	<u>1,410</u>	<u>389</u>	<u>1,674</u>
<b>York Cty. HMFA</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
<u>0</u>	<u>201</u>	<u>863</u>	<u>224</u>	<u>963</u>
<u>1</u>	<u>201</u>	<u>863</u>	<u>225</u>	<u>968</u>
<u>2</u>	<u>243</u>	<u>1,047</u>	<u>284</u>	<u>1,221</u>
<u>3</u>	<u>307</u>	<u>1,318</u>	<u>356</u>	<u>1,531</u>
<u>4</u>	<u>356</u>	<u>1,529</u>	<u>417</u>	<u>1,793</u>
<b>York/Kittery/S. Berwick HMFA</b>	<b>Unheated</b>		<b>Heated</b>	
<b>Bedrooms</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Weekly</b>	<b>Monthly</b>
<u>0</u>	<u>237</u>	<u>1,020</u>	<u>260</u>	<u>1,120</u>
<u>1</u>	<u>237</u>	<u>1,020</u>	<u>272</u>	<u>1,168</u>
<u>2</u>	<u>320</u>	<u>1,374</u>	<u>360</u>	<u>1,548</u>
<u>3</u>	<u>418</u>	<u>1,799</u>	<u>468</u>	<u>2,012</u>
<u>4</u>	<u>567</u>	<u>2,438</u>	<u>628</u>	<u>2,702</u>

## Appendix D

Effective: 10/01/2010 to  
09/30/2021

### 20210-20221- ELECTRIC UTILITY MAXIMUMS

**NOTE:** For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is not automatically entitled to the "maximums" established—applicants must demonstrate need.

1) Electricity Maximums for Households Without Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses excluding electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$14.00	\$60.00
2	\$15.70	\$67.50
3	\$17.45	\$75.00
4	\$19.90	\$86.00
5	\$23.10	\$99.00
6	\$25.00	\$107.00

**NOTE:** For each additional person add \$7.50 per month.

Electricity Maximums for Households With Electrically Heated Hot Water: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses excluding heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
1	\$20.65	\$89.00
2	\$23.75	\$102.00
3	\$27.70	\$119.00
4	\$32.25	\$139.00
5	\$38.75	\$167.00
6	\$41.00	\$176.00

**NOTE:** For each additional person add \$10.00 per month.

**NOTE:** For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.

**NOTE:** For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is not automatically entitled to the "maximums" established—applicants must demonstrate need.

**1) Electricity Maximums for Households Without Electric Hot Water:** The maximum amounts allowed for utilities, for lights, cooking and other electric uses *excluding* electric hot water and heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
<u>1</u>	<u>\$14.00</u>	<u>\$60.00</u>
<u>2</u>	<u>\$15.70</u>	<u>\$67.50</u>
<u>3</u>	<u>\$17.45</u>	<u>\$75.00</u>
<u>4</u>	<u>\$19.90</u>	<u>\$86.00</u>
<u>5</u>	<u>\$23.10</u>	<u>\$99.00</u>
<u>6</u>	<u>\$25.00</u>	<u>\$107.00</u>

**NOTE:** For each additional person add \$7.50 per month.

**2) Electricity Maximums for Households With Electrically Heated Hot Water:** The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses *excluding* heat:

<u>Number in Household</u>	<u>Weekly</u>	<u>Monthly</u>
<u>1</u>	<u>\$20.65</u>	<u>\$89.00</u>
<u>2</u>	<u>\$23.75</u>	<u>\$102.00</u>
<u>3</u>	<u>\$27.70</u>	<u>\$119.00</u>
<u>4</u>	<u>\$32.25</u>	<u>\$139.00</u>
<u>5</u>	<u>\$38.75</u>	<u>\$167.00</u>
<u>6</u>	<u>\$41.00</u>	<u>\$176.00</u>

**NOTE:** For each additional person add \$10.00 per month.

**NOTE:** For electrically heated households, the maximum amount allowed for electrical utilities per month shall be the sum of the appropriate maximum amount under this subsection and the appropriate maximum for heating fuel as provided below.



## Appendix E

Effective: 10/01/2010 to 09/30/2021

### 20210-20221 HEATING FUEL MAXIMUMS

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
September	50	January	225
October	100	February	225
November	200	March	125
December	200	April	125
		May	50

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane

<u>Month</u>	<u>Gallons</u>	<u>Month</u>	<u>Gallons</u>
<u>September</u>	<u>50</u>	<u>January</u>	<u>225</u>
<u>October</u>	<u>100</u>	<u>February</u>	<u>225</u>
<u>November</u>	<u>200</u>	<u>March</u>	<u>125</u>
<u>December</u>	<u>200</u>	<u>April</u>	<u>125</u>
		<u>May</u>	<u>50</u>

NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year, or 1000 gallons of propane.

**APPENDIX F**

Effective: 10/01/2010 to 09/30/2021

**2020-2021 PERSONAL CARE & HOUSEHOLD SUPPLIES  
MAXIMUMS**

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

**NOTE:** For each additional person add \$1.25 per week or \$5.00 per month.

**SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5**

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1	\$12.80	\$55.00
2	\$17.40	\$75.00
3	\$23.30	\$100.00
4	\$27.90	\$120.00

<u>Number in Household</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
1-2	\$10.50	\$45.00
3-4	\$11.60	\$50.00
5-6	\$12.80	\$55.00
7-8	\$14.00	\$60.00

**NOTE:** For each additional person add \$1.25 per week or \$5.00 per month.

**SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5**

When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:

<u>Number of Children</u>	<u>Weekly Amount</u>	<u>Monthly Amount</u>
<u>1</u>	<u>\$12.80</u>	<u>\$55.00</u>
<u>2</u>	<u>\$17.40</u>	<u>\$75.00</u>
<u>3</u>	<u>\$23.30</u>	<u>\$100.00</u>
<u>4</u>	<u>\$27.90</u>	<u>\$120.00</u>

## **APPENDIX G**

### **Mileage Rate**

This municipality adopts the State of Maine travel expense reimbursement rate as set by the Office of the State Controller. The current rate for approved employment and necessary medical travel etc. is 45 cents (45¢) per mile.

Please refer to the Office of State Controller for changes to this rate: Telephone: 626-8420 or visit: <http://www.state.me.us/osc/>



## Appendix H

Effective: 10/01/2~~10~~ to 09/30/2~~21~~

### Funeral Maximums

#### **Burial Maximums**

The maximum amount of general assistance granted for the purpose of burial is \$1,475. Additional costs may be allowed by the GA ~~administrator~~Administrator, where there is an actual cost, for:

- the wholesale cost of a cement liner if the cemetery by-laws require one;
- the opening and closing of the grave site; and
- a lot in the least expensive section of the cemetery. If the municipality is able to provide a cemetery lot in a municipally owned cemetery or in a cemetery under municipal control, the cost of the cemetery lot in any other cemetery will not be paid by the municipality.

The municipality's obligation to provide funds for burial purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable burial expenses are limited to:

- removal of the body from a local residence or institution
- a secured death certificate or obituary
- embalming
- a minimum casket
- a reasonable cost for necessary transportation
- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal ~~administrator~~Administrator.

#### **Cremation Maximums**

The maximum amount of assistance granted for a cremation shall be \$1,025.

The municipality's obligation to provide funds for cremation purposes is limited to a reasonable calculation of the funeral director's direct costs, not to exceed the maximum amounts of assistance described in this section. Allowable cremation expenses are limited to:

- removal and transportation of the body from a local residence or institution
- professional fees
- crematorium fees
- a secured death certificate or obituary

## Appendix H

Effective: 10/01/2~~1~~<sup>0</sup> to 09/30/2~~2~~<sup>1</sup>

- other reasonable and necessary specified direct costs, as itemized by the funeral director and approved by the municipal administrator.

Additional costs may be allowed by the GA ~~administrator~~Administrator where there is an actual cost, for:

- a cremation lot in the least expensive section of the cemetery
- a reasonable cost for a burial urn not to exceed \$55
- transportation costs borne by the funeral director at a reasonable rate per mile for transporting the remains to and from the cremation facility.

## Appendix I

### 26 MRS § 1043 (23)

23. Misconduct. "Misconduct" means a culpable breach of the employee's duties or obligations to the employer or a pattern of irresponsible behavior, which in either case manifests a disregard for a material interest of the employer. This definition relates only to an employee's entitlement to benefits and does not preclude an employer from discharging an employee for actions that are not included in this definition of misconduct. A finding that an employee has not engaged in misconduct for purposes of this chapter may not be used as evidence that the employer lacked justification for discharge.

A. The following acts or omissions are presumed to manifest a disregard for a material interest of the employer. If a culpable breach or a pattern of irresponsible behavior is shown, these actions or omissions constitute "misconduct" as defined in this subsection. This does not preclude other acts or omissions from being considered to manifest a disregard for a material interest of the employer. The acts or omissions included in the presumption are the following:

- (1) Refusal, knowing failure or recurring neglect to perform reasonable and proper duties assigned by the employer;
- (2) Unreasonable violation of rules that are reasonably imposed and communicated and equitably enforced;
- (3) Unreasonable violation of rules that should be inferred to exist from common knowledge or from the nature of the employment;
- (4) Failure to exercise due care for punctuality or attendance after warnings;
- (5) Providing false information on material issues relating to the employee's eligibility to do the work or false information or dishonesty that may substantially jeopardize a material interest of the employer;
- (6) Intoxication while on duty or when reporting to work, or unauthorized use of alcohol or marijuana while on duty except for the use of marijuana permitted under Title 22, chapter 558-C;
- (7) Using illegal drugs or being under the influence of such drugs while on duty or when reporting to work;
- (8) Unauthorized sleeping while on duty;
- (9) Insubordination or refusal without good cause to follow reasonable and proper instructions from the employer;
- (10) Abusive or assaultive behavior while on duty, except as necessary for self-defense;
- (11) Destruction or theft of things valuable to the employer or another employee;
- (12) Substantially endangering the safety of the employee, coworkers, customers or members of the public while on duty;
- (13) Conviction of a crime in connection with the employment or a crime that reflects adversely on the employee's qualifications to perform the work; or
- (14) Absence for more than 2 work days due to incarceration for conviction of a crime.

[PL2019, c. 125, §1 (AMD).]

## **Appendix I**

**B. "Misconduct" may not be found solely on:**

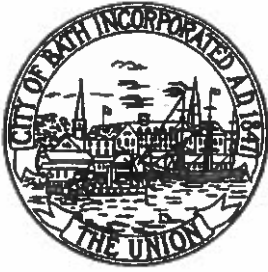
- (1) An isolated error in judgment or a failure to perform satisfactorily when the employee has made a good faith effort to perform the duties assigned;**
- (2) Absenteeism caused by illness of the employee or an immediate family member if the employee made reasonable efforts to give notice of the absence and to comply with the employer's notification rules and policies; or**
- (3) Actions taken by the employee that were necessary to protect the employee or an immediate family member from domestic violence if the employee made all reasonable efforts to preserve the employment.**

**[PL 2019, c. 125, §1 (AMD).]**

## **"The Dot" Interview with Judi Main**

- 1. Tell me a little about the background of this project.**
- 2. Are all DNS classes involved?**
- 3. What sort of dots have children been creating?**
- 4. What is the hope for students as they make their dots?**





# CITY of BATH, MAINE

Office of the City Manager

Marc Meyers

55 Front Street

Bath, Maine 04530

## Memorandum

**To:** Chair Park, Vice Chair DeChant and Members of the City Council  
**CC:**  
**Date:** October 1, 2021  
**From:** Marc Meyers, Interim City Manager  
**RE:** Fire Captains Contract

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The City Manager's Office and International Association of Fire Fighters Local 1611 Captains' Unit have come to an agreement on a three-year collective bargaining agreement for the period of July 1, 2019, to June 30, 2022.

There are no significant changes to this contract and brings this contract in line with three previously settled contracts. The agreement includes wage increases of 2.5% (effective January 1, 2021) and 1.75% (effective January 1, 2022). There was also an addition of an increase of stipend for paramedics (\$1.19/hour) and addition of stipend for advanced emergency medical technician (\$0.46/hour). Both stipend rates are effective as of July 1, 2020.

As an ordinance, this contract requires two passages to authorize the City Manager to executive said contract. The City Council will be voting on first passage at its October meeting. If successful, the second passage and public hearing will take place on November 3, 2021.





## ORDINANCE APPROVING CONTRACT

Professional Fire Fighters of Bath, IAFF Local 1611 – Captains' Bargaining Unit

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATH THAT, PURSUANT TO THE REQUIREMENTS OF §1102 OF THE CHARTER OF THE CITY OF BATH, A BARGAINING AGREEMENT BY AND BETWEEN THE CITY OF BATH AND THE PROFESSIONAL FIRE FIGHTERS OF BATH, INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 1611, COMMENCING JULY 1, 2019, AND EXTENDING THROUGH JUNE 30, 2022. A COPY OF WHICH IS ATTACHED HERETO, BE AND HEREBY IS APPROVED, AND THE CITY MANAGER IS AUTHORIZED TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF BATH.



IAFF Local 1611 Successor Collective Bargaining Agreement  
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## ARTICLE 1 PREAMBLE

**Section 1:** This Agreement is entered into by and between the City of Bath, Maine, hereinafter referred to as the "City" and/or the "Employer", and the Professional Fire Fighters of Bath, IAFF Local 1611, hereinafter referred to as the "Union" and jointly referred to as the "Parties". Pursuant to the provisions of Title 26 M.R.S. Chapter 9-A, Section 961 et. Seq. [Referred to as the Maine Public Employees Labor Relations Act], the parties have entered into this Agreement in order to establish mutual rights, provide for equitable adjustment of differences which may arise, establish proper conditions of employment and compensation, and to promote effective municipal operations.

Commented [MJC1]: No Change

## ARTICLE 2 UNIT RECOGNITION

**Section 1:** The City recognizes that the Union, IAFF Local 1611 represents the ~~Firefighters Bargaining Unit and the Captains Bargaining Unit~~. In addition, the City agrees to recognize any and all elected, appointed and/or designated Officers, Staff, or other designated representatives of IAFF Local 1611 as representatives of this unit as determined by the President of IAFF Local 1611 and/or his/her designated.

Commented [MJC2]: Revised

The point of contact for the City shall be the Fire Chief or his/her designated representative unless otherwise agreed to in this Agreement. The point of contact for the Union shall be the President of IAFF Local 1611 or his/her designated representative unless otherwise agreed to in this Agreement.

Commented [MJC3]: No Change

**Section 2: Captains Bargaining Unit:** The City recognizes the Union as the exclusive bargaining agent and/or representative for the purpose of collective bargaining relative to wages, hours, grievance/arbitration issues, and other mandatory subjects of bargaining and personnel policies, practices and all matters affecting the general working conditions of all City of Bath employees included in the bargaining unit certified by the Public Employee Labor Relations City Board on July 16<sup>th</sup>, 2015 as outlined below:

Commented [MJC4]: This section would be included in Captain's CBA.

**Included:** All full-time Fire Captains of the Bath Fire Department employed by the City of Bath.

Commented [AMF5R4]: I amended it to be consistent with the language we agreed to for the FF

**Excluded:** Fire Chief, Deputy Chief, Firefighters and all other employees employed by the City of Bath not included in this Unit.

**Section 3:** Individual employees of the bargaining units described herein are to regard themselves as public servants, and as such, they are to be governed by the highest ideals

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of honor and integrity in order that they may merit respect and confidence of the general public.

Commented [MJC6]: No Change

**Section 4:** The City and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, national origin, age, sexual orientation, or condition of handicap, except where based on a bona fide occupational qualification, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, religion, sex, national origin, age, or condition of handicap, except where based on a bona fide occupational qualification.

Commented [MJC7]: No Change

**Section 5:** The City agrees that it will not enter into any individual or collective agreement with any unit employee[s] covered by this agreement in conflict with the collective bargaining agreement or other mandatory subjects of bargaining.

Commented [MJC8]: No Change

### ARTICLE 3 EMPLOYEE RIGHTS & RESPONSIBILITIES

**Section 1:** Unit Employees included in the Captains Unit that are covered by this Agreement shall have the right to join, or refrain from joining, the Union. No member of the Union shall be favored or discriminated against, either by the City or by the Union, because of membership or non-membership in the Union. The individual members of the Bargaining Unit are to regard themselves as public servants, and as such, they are to be governed by the highest ideals of honor and integrity in order that they may merit the respect and confidence of the general public.

Commented [MJC9]: No Change

**Section 2:** The use of the male or female gender of nouns or pronouns is not intended to describe any specific employee or group of employees but is intended to refer to all employees in job classifications, regardless of sex.

Commented [MJC10]: No Change

**Section 3:** The work to be performed by the Captain[s] of the Fire Department shall consist of those duties and responsibilities as outlined in the Official Position Description (See Appendix A) and other duties and responsibilities as assigned by the Fire Chief pertaining to the Fire Department that is not in conflict with this Agreement.

Commented [MJC11]: This Section "revised" and we will need to "add" a Copy of current Position Description for Captain's to this Agreement.

**Section 4: Residency:** The City of Bath shall not impose a geographical residency requirement upon any unit employees.

Commented [MJC12]: No Change

Commented [AMF13R12]: The City would like to maintain current contract language.

Commented [AMF14R12]: Agreed to take out residency at mediation.

**Section 5: Probationary Period for Unit Employees:**

All new unit captains will be placed on probationary status for one (1) year from date of hire. Any captain while in the probationary status may be terminated or demoted back to their previous status within the Department, at any time during the probationary period with or without cause and such personnel actions are not covered under Article 10 of this

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Agreement until they have successfully completed their one [1] year probationary period. Probationary captains however may elect to become members of the Union after they have completed six [6] months of their probationary period and will be covered by the terms and conditions of the Agreement except as outlined in this section. After the expiration of the probationary period, any future action, including demotion, would be covered by Article 10 of this Agreement.

Commented [AMF15]: Agreed to at mediation.

All Captains shall serve a probationary period of one (1) year (365 days) and shall have no seniority rights during this period but shall be subject to all other clauses in this agreement. At the expiration of the probationary period, seniority for the probationary period shall vest. Any probationary period(s) may be extended by mutual consent of the City and the Union.

Should the Captain have been promoted from a firefighter's position, and not complete the probationary period, then the Captain will have the option of returning to a firefighter's position. If a layoff is necessary regarding the reassignment of the Captain to a firefighter's position, then the layoff process if required shall be administered in accordance with the Firefighters Bargaining Agreement with credit being given to the Captain returning as a Firefighter for prior service at the Bath Fire Department.

Commented [AMF16]: Not wedded to the language, but the City wants the opportunity to demote a captain back to the FF ranks they are not cutting it, even after probation.

Commented [MJC17]: Needs further discussion

Commented [MJC18]: Revised - From Current CBA Article 7 - No Change

#### ARTICLE 4 MANAGEMENT'S RIGHTS

Commented [MJC19]: No Change

**Section 1:** The City shall have the exclusive right to hire, promote, demote, transfer, make regulations for safety of employees, increase or decrease the work force, suspend or otherwise discipline and discharge for just cause any employee of the Fire Department and to make and enforce rules and regulations governing the conduct and the work of its employees as are not specifically inconsistent with the provisions of this agreement. The within enumerated rights are solely vested in the City, subject to the provisions of the City Charter and Rules and Regulations adopted pursuant thereto and subject to the provisions of this Agreement.

**Section 2** The City shall notify the Union in writing of any proposed changes to personnel policies, practices and/or matter affecting the working conditions of unit employees at least fourteen [14] working days prior to the implementation date of the proposed change. Upon receipt of such proposed change, the Union shall notify the City within ten [10] days to respond to the proposal and normally four (4) days when the proposal has a direct and immediate impact on public or employee safety.

**Section 3:** The City agrees to provide equal opportunity to all employees with respect to appointments and general working conditions, without regard to union membership,

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disability, age, race, creed, color, gender, sexual orientation, and national origin, religious or political affiliation, or any other legal protected category.

**Section 4:** The City shall indemnify and hold harmless (within the limits of the City's insurance and as prescribed by law) for loss or damage, all unit employees from any personal financial loss and expense including reasonable legal fees and costs if any, arising out of any claim, demand, suit or judgment against the indemnified person provided the employee is acting reasonably within the scope of his or her job responsibilities.

**Section 5:** Wherever this Agreement refers to City Manager or the Fire Chief, it shall be understood that such terms shall include any lawful designee acting in the place of the Fire Chief and/or the City Manager, including, but not limited to, duly appointed assistants.

#### **ARTICLE 5 UNION RIGHTS AND RESPONSIBILITIES**

**Section 1:** The Union is entitled to act for and negotiate collective bargaining agreements covering all employees in the Captains Bargaining Unit. The Union is responsible for representing the interests of all unit employees in these Units without discrimination and without regard to labor organization membership. However, nothing in this Agreement shall be so interpreted as to require the Union to represent a bargaining unit employee in processing a grievance, or to continue to represent him/them, if the Union considers the grievance to be invalid or without merit.

Commented [MJC20]: Minor Revision

The Union further agrees to guarantee equal protection and service to all eligible employees covered under this Agreement without regard to union membership, disability, age, race, creed, color, gender, sexual orientation, and national origin, religious or political affiliation.

**Section 2:** The Union shall be given the opportunity to have a representative at any formal discussion between one or more representatives of the Fire Department, the City or the City and one or more employees in the unit or their representatives concerning any grievance or any examination of an employee of the unit by a representative of the City or the City in connection with an investigation if the employee reasonably believes that the examination may result in a disciplinary action against the employee and the employee requests representation. In the event the Employee opts out of having a Union representative present during the meeting for any reason, including, but not limited to the information is personal and/or confidential, the City representative in attendance at the meeting will keep the Union apprised of any action which directly impacts this agreement. If a union representative is not given the opportunity to be present during the meeting because the employee has opted

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out of having the union present, any resolution shall not be cited as precedential by either the Union or the City unless said resolution is mutually agreed to by the City, the Employee and the Union.

Commented [MJC21]: No Change

**Section 3:** The City agrees to recognize the elected officers of the Union and any persons appointed to a position of responsibility as duly designated officials of the Union. The Union agrees to submit to the City a list of officers/appointments within 30-days after changes made.

Commented [MJC22]: No Change

**Section 4:** The City agrees to provide a bulletin board for the Union in the Central Fire Station for official union business.

Commented [MJC23]: No Change

**Section 5:** It is agreed that Union officials, as described in Section 3 above, are authorized a reasonable amount of official time away from the job to promptly and expeditiously perform their representational and Union duties and responsibilities on behalf of their bargaining unit members they represent. Authorization for utilizing official time must be obtained from the Fire Chief prior to any Union official utilizing official time. Additional time may be authorized by the Fire Chief as needed.

Commented [MJC24]: No Change

**Section 6:** The Union may continue to conduct its business, including the conduct of Union meetings, at the fire station. The entire on duty crew will be allowed to attend. The conduct of Union business shall not interfere with normal activities of the Department. The Union agrees to notify the Fire Chief of the Dates/Times of the Union Meetings once such meetings have been scheduled. The parties agree that these meetings will not interfere with any emergency response of the Department. The regular monthly meeting shall not require advance approval of the Fire Chief; however, it may be cancelled by the Fire Chief within twenty-four (24) hours' notice. Any other meeting requires at least twenty (24) hours' notice, and with the advance approval of the Fire Chief, said approval will not be unreasonably withheld.

Commented [MJC25]: No Change

**Section 7:** The Union agrees that the Union, its officers, and members will not engage in strikes, slowdowns, or work stoppages. Such activities engaged in by unit employees may be just cause for dismissal.

Commented [MJC26]: No Change

**Section 8: Union Dues Deduction:** The City agrees to deduct Union dues and other voluntary contributions from the paycheck of any unit employee who submits a signed authorization form. Said deductions shall be remitted to the Union treasurer with a list of contributors on or before the 15<sup>th</sup> day of the following month and every month thereafter.

Commented [MJC27]: No Change

- a. The Union agrees to promptly refund to the City of any union dues amounts that are paid in error upon presentation of proper documentation thereof.
- b. The Union shall indemnify, defend and save the City and the City harmless against any and all claims, demands or grievances by any bargaining unit member or his/her

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personal representatives as a result of paycheck deductions by the City in reliance upon payroll deduction authorizations submitted by the Union to the City.

## ARTICLE 6 LABOR ~ MANAGEMENT PARTNERSHIP

**Section 1:** The Parties agree to establish and maintain a "Labor Management Relationship" that will open a new era where the Union, the City, the Fire Department and all Fire Department employees shall work together to create a workforce that is highly motivated, multi-skilled, and technologically advanced to meet the ever changing needs of the Fire Department and the City of Bath. Furthermore, the Parties agree to implement this Relationship with a firm commitment to avoid an adversarial relationship and work together towards developing and maintaining a Quality Labor-Management Relationship that fosters mutually beneficial outcomes. To this end, the parties agree to establish and maintain a Labor-Management Partnership Committee as outlined in Appendix B of this Agreement.

**Commented [MJC28]:** No Change - There will only be one (1) LMC that will include Unit Representative[s] from Each Unit. The LMC has been established with two (2) representatives from the City and two (2) representatives from the Union. The Union will be represented by one (1) member from the FF's Unit and one (1) member from the Captain's Unit.

## ARTICLE 7 PERSONNEL FILE

**Section 1:** The City shall maintain a personnel file on each unit employee. Personnel files are confidential and are the property of the City and will be under the control of and maintained by the City Manager and/or their designee.

**Section 2:** All commendations, promotions, reprimands, complaints, disciplinary notices/actions, and other documentation that impacts employment of an employee, their grade, rate of pay or condition of employment shall be placed in their personnel file. A copy of each such item placed in their personnel file shall be given to the employee, who shall be required to sign the file copy. Such signature indicates only that the employee has seen the document. The employee may file a response to any such document normally within five (5) days of receipt of the document and have it attached to the file copy.

**Section 3:** Each full-time employee shall have the right to inspect their own personnel record upon written request and by arrangement with the City Manager or their designee. Reasonable access will be provided during normal work hours of the City offices.

**Section 4:** All discipline infractions and penalties will be placed and maintained in an employee's official personnel file. However, for progressive discipline purposes, the parties agree that the Shelf-Life for the disciplinary actions taken against a unit employee will not normally be considered and/or used for any future disciplinary actions as follows:

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**Commented [MJC29]:** No Change

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- a. Written Warnings (defined as documentation of an oral warning) will not be considered and/or used to support any additional disciplinary actions if the shelf life of the written warning is more than twelve [12] months old from the date of its occurrence, provided that no further infractions occur.
- b. Written Reprimands and Suspensions will not normally be considered and/or used to support any additional disciplinary actions if the shelf life of the written reprimand or suspension is more than thirty-six (36) months from the date of its occurrence, provided no further infractions occur, unless the Parties agree otherwise.

**ARTICLE 8  
SENIORITY**

**Section 1:** Fire Department seniority for Captains shall be determined by continuous service in the Bath Fire Department since the date the employee was promoted to the Rank of Captain. Continuous service shall be broken only by resignation, discharge, retirement, or layoff.

Commented [MJC30]: Revised

**Section 2:** The Fire Chief shall establish a seniority list and it shall be brought up to date on the first day of January of each year and posted at the Bath Fire Station bulletin board. A copy of the seniority list shall be E-Mailed to the Secretary of the Union. Any objection to the seniority list as posted shall be reported to the Chief of the Fire Department, in writing via E-mail, within ten (10) days following the posting of such list.

Commented [MJC31]: No Change

**ARTICLE 9  
GRIEVANCE/ARBITRATION PROCEDURE[S]**

Commented [MJC32]: No Change

**Section 1:** A Grievance shall mean any claimed violation, misinterpretation or misapplication that may arise between the City, the Union and/or any bargaining unit employee[s] relating to this agreement, and Fire Department or Personnel Policies impacting mandatory subjects of bargaining.

**Section 2:** Nothing in this Article shall be deemed to deny an aggrieved unit employee the right to present their own grievance. In such event, the aggrieved employee shall forward a copy of the grievance being filed with any and all supporting information and material to the President of IAFF Local 1611. In addition, the Union shall have the right to be present

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at any meeting between the City, the City Manager, the Fire Chief, and the aggrieved employee[s] filing a grievance under this section. No resolution of a grievance under this provision shall be inconsistent with the provisions of this Agreement. The Union will be provided a copy of any decision rendered and/or settlement agreement made by the any Employer representative throughout the grievance process.

**Section 3:** Except in the case of disciplinary actions, individual identical grievances may be consolidated at Step 2 and processed by the Union as one grievance throughout the remainder of the procedure by mutual consent of the parties. Any decision rendered in connection with a consolidated grievance shall be binding on the other grievance[s].

**Section 4:** A grievance will be considered timely if it is submitted within twenty-eight (28) calendar days from the date of the incident out of which the grievance arose or within twenty-eight (28) calendar days of the date the grievant became aware of the incident.

The grievance must be presented in writing and contain a precise description of the grievance [who, what, where, when, how] with enough information contained therein to identify the specific nature of the grievance, the specific provision of the agreement, law, ordinance or policy in which the Fire Chief, or the City has discretion which is alleged to have been violated, a statement of the remedial action or relief sought, i.e., the personal corrective action desired, evidence [documentary, if available] to support the grievance, the name of the designated representative, and any additional pertinent information to support the grievance.

**Section 5: Informal Grievance Process:** Prior to filing a formal grievance under Section 6 below, the aggrieved party (or parties), a union representative, the Fire Chief, or his or her designee, shall meet informally on a date/time that is mutually agreeable to the parties in an effort to address the concerns/issues raised and resolve them if possible. Should the parties be unable to resolve the concerns, the formal written grievance will be advanced to Step 1 of this procedure. The informal process may be waived by mutual agreement of the parties.

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**Section 6: Grievance Procedure:**

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**Step 1:** An employee[s]/Union who claims to have a grievance shall present it to the Fire Chief in writing as outlined in Section 4 above. The Fire Chief shall meet with the parties to resolve the grievance within ten [10] calendar days after receipt of the written grievance. If resolution of the grievance is not within the authority of the Fire Chief, he/she shall so inform the grievant and his/her representative at this meeting and refer them to Step 2 of the grievance procedure.

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If the resolution of the grievance is within the Fire Chief's authority to resolve, he shall render a decision in writing within ten [10] calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee[s] and the employee[s]'s representative.

**Step 2:** If the Fire Chief's decision is unsatisfactory, the employee/Union may, within ten [10] calendar days after receipt of the Step 1 decision, forward it to the City Manager for action. The City Manager shall convene a meeting with the parties within ten [10] calendar days after receipt of the grievance. The City Manager shall render a decision in writing, within ten [10] calendar days from the date of the meeting with the aggrieved employee/Union. A copy of the decision will be provided to both the employee[s] and the employee's representative.

**Step 3:** If the City Manager's decision is unsatisfactory or the Parties are unable to resolve the grievance as a result of the Step 2 hearing, the Union may, within fourteen [14] calendar days of the Step 2 response, the parties within ten (10) calendar days after the notice requesting arbitration, shall attempt to select a mutually agreeable arbitrator. If the parties fail to agree on the arbitrator, then the matter shall be submitted to the Maine Labor Relations Board for appointment of a single arbitrator.

**Step 4: Arbitration Procedure:** The arbitrator shall confine himself/herself to the issue[s] raised during the grievance as submitted during Step 3 and any evidence related thereto. The arbitrator shall have no authority to add to, subtract from or modify any of the provisions of this Agreement. The arbitrator's decision shall be final and binding on the parties.

**Section 6: Miscellaneous:**

- a. In the event either party should declare a grievance non-grievable or non-arbitrable, the original grievance shall be considered amended to include this issue as a threshold question before the arbitrator.
- b. Failure by the grievant or the Union to adhere to the time limits within this grievance procedure shall terminate the grievance as null and void.
- c. Failure of the Fire Chief, City or the Select City or its representative to render a decision within the specified time shall be construed as denial of the grievance.
- d. Time limits outlined in this article may be extended by written mutual consent of the parties.

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- e. Expenses for the arbitrator's services and the proceedings shall be borne equally by the City and the Union. Each party shall be responsible for compensating its own outside representatives and expert witnesses. If either party desires a verbatim record of the proceedings, it may cause a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the arbitrator.

## ARTICLE 10 DISCIPLINARY ACTIONS

Commented [MOC33]: No Change

**Section 1:** The parties agree that the purpose of disciplinary action is to correct the offending employee's behavior/performance and maintain discipline and morale among other Fire Department employees.

**Section 2:** The Fire Chief or City Manager, or their designee may bring any violation of this Agreement or Fire Department/City personnel policy and/or practice, including but not limited to, behavior or performance issues, or other concerns related to upholding the Department's practices and procedures. Such disciplinary actions shall only be taken for just cause. Any disciplinary action taken against an employee shall be subject to the grievance procedure.

**Section 3:** Notwithstanding the Fire Chief's or designee, ability to provide verbal counseling to any employee at any time and to document such events as may be necessary, disciplinary action may normally be dispensed in the following manner, although it need not be administered in this order:

- (a) Written Reprimand
- (b) Suspension without Pay
- (c) Demotion
- (d) Discharge/Termination

Disciplinary action shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being administered, taking into consideration an employee's past conduct. The sequence described above need not be followed if an infraction is sufficiently severe to merit immediate suspension or discharge, as determined by the Fire Chief or the City, subject to the employee's right to grieve the disciplinary actions pursuant to the provisions of Article 10 of this Agreement.

Nothing in this article prohibits the parties on a case-by-case basis agreeing to an alternate disciplinary action to correct the personnel infraction being alleged.

**Section 4:** Prior to initiating disciplinary action, the following procedures will normally be followed:

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- a. If the Fire Chief/City contemplates the suspension or termination of an employee, he/she may be immediately placed on paid administrative leave pending the investigation and the final determination with respect to the proposed disciplinary action.
- b. The Fire Chief/City will issue a written notice of the alleged offense and proposed discipline within fourteen (14) calendar days, unless extended by mutual agreement of the parties. .
- c. A pre-action investigation or inquiry may be necessary to determine the facts. Part of this investigation may include a discussion with the affected employee and others having information about the incident.
- d. The employee will be notified in advance of the time of the discussion, and if the employee is advised that disciplinary action is being contemplated, the employee is entitled to have a Union representative present. Once a representative is requested the employee will be allowed a reasonable amount of time, to obtain union representation. In the event obtaining union representation may exceed five (5) calendar days, the employee shall notify the City and the parties will determine a mutually agreed upon time by which point union representation will be obtained. During this delay no further questioning of the employee will take place.
- e. The employee or his designated representative will be permitted to offer their written and/or oral statement to the deciding official during the pre-action investigation.
- f. The Fire Chief/City will make reasonable efforts to undertake disciplinary actions in a prompt and timely manner.

1) If an employee is subsequently suspended, he/she shall be notified in writing of the effective date[s], reason[s], the duration of the suspension and shall contain a statement reminding the employee of his/her rights under the grievance procedure outlined in Article 9 of this Agreement. During the period of suspension, employees shall remain obligated to pay the employee's share of insurance premiums as set forth herein.

2) If the employee is subsequently discharged, he/she shall be informed of the reason[s] for discharge and of the effective date of the discharge taking place. Said notice shall also contain a statement informing the employee of his/her rights of appeal under the grievance proceedings as set forth herein.

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**Section 5:** All disciplinary actions shall become a part of the employee's official personnel file and shall be may be used for progressive discipline purposes pursuant to Article 8 of this Agreement. If no disciplinary action is sustained against the employee, all reference to such action will be withdrawn from the employee's official personnel file.

## **ARTICLE 11 LAYOFFS & REDUCTION IN FORCE**

Commented [MJC34]: No Change

**Section 1:** In the event the City determines it is necessary to layoff personnel in the Fire Department, unit employees shall be laid off according to seniority qualifications.

**Section 2:** In the event of a reduction in force [layoff] of a Captain's position, the laid off Captain will return to a Firefighters position and the least senior Firefighter will be laid off. Should a future Captain's vacancy occur after the layoff, the laid off Captain will be promoted to fill that vacancy and his/her seniority restored.

**Section 3:** All employees shall be given a thirty [30] calendar day written notice prior to layoff, absent extenuating circumstances.

**Section 4:** In order for laid-off employees to be considered for recall, they shall maintain their minimum level of certifications. During the two (2) year layoff period, the laid off employee will be kept on the Fire Department roster for purposes of maintaining appropriate licensure. Laid-off employees shall be recalled in reverse order of layoff. The recall period shall be twenty-four [24] months from the effective date of the layoff. Notice of the recall shall be sent by certified mail, return receipt requested, to the last known mailing address of the laid-off employee. It shall be the responsibility of the employee to provide the City Manager with the employee's current mailing address. The employee shall have fourteen [14] calendar days from the first attempt by the post office to deliver the certified letter to inform the City Manager, in writing, of his/her intent. No new employees will be hired until all unit employees on layoff have been given the opportunity to return to work.

**Section 5:** Laid off employees shall be given hiring preference for any Unit and/or City vacancies if the employee is qualified] for two [2] years from the date of the layoff.

**Section 6:** If an employee is laid-off, he/she shall be paid all accrued and unused, vacation and holiday pay in one lump sum as of the effective date of layoff. In the event a laid-off employee is reinstated within one [1] year of layoff, he or she shall have all previous creditable service restored and shall be immediately eligible to accumulate annual leave as otherwise set forth in this agreement.

## **ARTICLE 12 HOLIDAYS**

Commented [MJC35]: No Change

For the Union [IAFF Local 1611]  
Initials \_\_\_\_\_ Date \_\_\_\_\_

For the Employer [City of Bath]  
Initials \_\_\_\_\_ Date \_\_\_\_\_



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**Section 1:** In view of the necessity of staffing the Fire Department over the course of normal holidays, which are holidays recognized and adopted by the federal/state government, and the City, unit employees shall receive either additional time off or pay at the rate of one hundred twenty (120) hours per year [ten (10) hours per month].

**Section 2:** The choice between time off and holiday pay shall be at the option of the employee. The pay/time off shall accumulate in arrears at the rate of one hundred twenty (120) hours. If the employee elects to be paid for the hours or any portion thereof, pay shall not be required until after the fifteenth day of the first month of the fiscal year. If the employee intends to take the hours as time off, he/she shall be required to make that election on or before the first day of the last month of the fiscal year. Employees shall provide at least twenty-four (24) hours' notice to use holiday time or holiday time may be denied if the overtime is unable to fill the vacancy.. If no election is made to take the accrued hours as time off, then the employee shall be paid the balance of hours before the last day of the last month of the fiscal year. Where compensation is elected, it shall be paid at the hourly rate of time & one-half of the employee's hourly rate.

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**ARTICLE 13**  
**VACATION, SICK AND MAINE EARNED PAID [LEAVE]**

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**Section 1: Annual Leave [Vacation Leave]:** Vacation annual leave shall be granted to all unit employees on an annual accrual basis. Vacation time is granted to eligible employees based upon length of service and anniversary date. If there is a break in service, eligibility

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for vacation will be based on the employee's current hire date. Vacation leave can be utilized in increments of one (1) hour.

- a. Bargaining unit employees eligible to for annual leave shall accrue their leave as follows:  
  
After six (6) months of service twenty-four (24) Hours  
After one (1) year of service Ninety-six (96) Hours  
After two (2) years of Service one hundred-twenty (120) Hours  
After five (5) years of Service one hundred-forty-four (144) Hours  
After fifteen (15) years of Service on hundred ninety-two (192) Hours  
After twenty (20) years of Service two hundred forty (240) Hours  
After twenty-four (24) years of Service two hundred eighty-eight (288) Hours
- b. Unit employees may carry for use in the following year an amount of Vacation Leave accrued in that year. Vacation Leave shall accrue on the employee's anniversary date of hire as a Bath FD employee.
- c. All vacation leave requires the approval of the Fire Chief and/or his designee. Vacation leave requests shall not be unreasonably denied. Only one (1) member from each Unit may be on vacation at a particular time.
- d. Upon termination or at the end of the employee's employment with the City of Bath, unit employee[s] shall be paid, at his/her base rate for all unused vacation leave at the time of separation.

**Section 2: Sick Leave:** Unit employees will accrue sick leave at a rate of 17.5 hours each full calendar month of service and may accumulate up to 1,638 hours of sick leave. Unit employees will be permitted to use sick leave from the beginning of employment. Any time used in arrears will be deducted as it accrues.

- a. Sick leave may be granted and used for personal non-service-connected, mental or physical injuries, illnesses, diseases or caring for immediate family members that include spouse, children, stepchildren, mother, father,. A minimum of 48 hours of sick leave can be authorized for this purpose.
- b. Sick leave shall also be available for medical appointments; however, they shall be scheduled for off-duty time whenever possible. When scheduled during duty time, the period of sick leave will be the period of transportation to the medical facility, the appointment itself, and return travel to the station.

**Section 3: Procedure for Requesting & Utilizing Sick Leave:** An unplanned single-shift absence is an unexpected physical or mental illness, injury, or disease which prevents and employee from performing the essential functions of their job or that compromises their

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health and safety or that of their colleagues or the public. Employees of the Fire Department may not be paid sick leave unless they notify ~~their the~~ Duty Officer the night before the employee's shift, but normally no later than 6:00 A.M. on the day of the shift, absent extenuating circumstances. The employee should complete and sign a Leave Request Form as soon as possible but no later than the next shift or upon their return to work and submit it to the duty officer.

Commented [AMF37]: Minor edit

**Section 4: Medical Certification Requirement:** The City may require a unit employee to provide a medical certificate from their Medical Care Provider [MCP] upon returning to work for absences of two [2] or more consecutive shifts (based on the member's regular schedule). Pending receipt of such medical certification, the City may withhold approving the use of the employee's sick leave until the medical documentation is provided.

**Section 5: Sick Leave Misuse:** The Parties encourage unit employees to utilize their accrued sick as outlined in this agreement to ensure that employees have adequate sick leave to utilize for covered injuries, illnesses, and care of their family members. To this end, the Chief, or designated representative may review the sick leave records of unit employees from time-to-time to determine if there are potential patterns of sick leave misuse. Such patterns of such sick leave misuses may include but are not limited to the following:

- 1) The firefighter uses sick days as soon as they are credited to them.
- 2) Use of sick leave the shift before or the shift after scheduled vacation, floating holidays, or swaps.
- 3) Use of sick leave on the days for which leave had been previously requested but denied.
- 4) Use of sick leave on a particular day of the week.
- 5) Use of sick leave which corresponds to an undesirable work assignment.

If the Fire Chief or their designee finds evidence of sick leave misuse, disciplinary action may be imposed pursuant to Article 10 of this Agreement. Absent gross misuse or misconduct, the first offense will not result in disciplinary action above a written warning. However, subsequent offenses may result in further disciplinary actions up to and including termination of employment.

**Section 6: Maine Earned Paid Leave Act:** Use of leave pursuant to this article is intended to comply with Maine's Earned Paid Leave law which takes effect on January 1, 2021 and any future revisions. The parties acknowledge that the provisions of this article, in addition to other available time off in this Agreement, including but not limited to holiday and bereavement, provide a greater benefit than the law requires. Time off used and requested will be applied to the appropriate accrual. In the event that the request for time off needed

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does not clearly fall into one of the permitted leaves provided by this Agreement, and is otherwise time off permitted by MEPL, leave will be deducted from vacation/sick time and can be taken in one hour increments. The first forty (48) hours of any leave taken at the beginning of each year, will be designated as MEPL.

#### ARTICLE 14 OTHER ABSENCES AND LEAVE

**Section 1: Bereavement Leave:** Bereavement leave (with pay) of up to two (2) consecutive shifts, shall be granted to a unit employee[s] in the event of a death in his or her immediate family and twelve (12) hours for the death of other relatives. Should a unit employee have a good faith reason to take this bereavement leave in non-consecutive shifts, the employee may submit a written request to the Fire Chief and/or designated representative for review and approval. Such requests will not be reasonably denied.

Commented [MJC38]: No Change

For the purpose of this Section, Immediate family is defined as spouse, children, stepchildren, parents, brothers, sisters, stepparents, stepbrothers, stepsisters, mother-in-law, father-in-law, grandparents, and grandchildren of the employee. Other relatives is defined as grandfather (in-law), grandmother (in-law), great grandfather (in-law), great grandmother (in-law), brother-in-law, sister-in-law, uncle, aunt, spouse's uncle and aunt, great aunt and uncle, spouse's great aunt and uncle, first cousin and spouse's first cousin.

In the event the unit employee is on paid vacation at the time of the death of a relative, the bereavement leave will not be charged against your vacation credit. Additional vacation or sick leave may be granted to compensate for those days used as bereavement leave.

**Section 2: Military Leave:** The City supports all of its employees who continue to serve in the military and commits to ensure all employees are supported in their service to our nation. The City will not discriminate against any employees who serve in the military and will follow all state and federal laws to ensure they are supported in their service.

Commented [MJC39]: No Change

**Section 3: Jury Duty:** The City considers it a civic duty to serve on a jury when summoned. In the event a full-time employee is selected to serve as a juror, during a regularly schedule shift, the City agrees to pay the difference between that employee's City salary and his/her jury stipend exclusive of mileage which the employee receives from the Court. The employee must also produce a written statement from the appropriate court/public officials showing the date and time served and the amount of pay received.

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When serving on a jury, the employee is expected to call their Department Head daily to advise them of their status. In addition, the employee is expected to return to their job if excused from jury duty during their regularly scheduled shift.

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**Section 4: Family Medical Leave:** The Family and Medical Leave Act (FMLA) entitles unit employees to take unpaid, job-protected leave for specified family and medical reasons. The FMLA will be administered in accordance with state and federal law.

Commented [MJC41]: No Change

**Section 5:** The City Manager may, at his or her discretion, grant permanent members of the Fire Department a leave of absence. During a firefighter's term of employment, the Employee may, at the discretion of the City Manager, be granted multiple leaves of absence; however, the term of any such leave or consecutive leaves, shall not exceed one year. During such leave of absences granted by the City Manager, such member shall retain all rights of seniority, but all other benefits shall be suspended.

Commented [MJC42]: No Change

The employee, however, may continue insurance benefits at his own expense. Family and medical leave may be taken in accordance with the provisions of applicable State and Federal law. During the course of such leave, medical benefits shall continue but all other benefits shall be suspended.

**Section 6: Trading of Time:** Trading of Time [Shift Swaps] maybe exchanged between any member Captain of the BFD at the discretion of and approval of the Duty Officer Fire/Deputy Chief and or Deputy Chief in charge. The City assumes no liability or responsibility for managing, tracking or paying for any work swaps.

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**Section 7: Educational Leave:** Educational leaves may be granted upon the recommendation of the Chief of the Department and at the sole discretion of the City Manager. Such leaves shall be without pay and shall not exceed four (4) months in duration.

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Commented [MJC44]: Current CBA Article 10, Section 6 as is.

Commented [AMF45R44]: This needs further discussion.

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## ARTICLE 15 HOURS OF WORK AND OVERTIME

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**Section 1: Hours of Work:** The regular work week for unit employees shall consist of an average of forty-two [42] hours per week based on a twenty-eight (28) day work period.

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Work shall be performed on the basis of one [1] twenty-four [24] on duty followed by three [3] twenty-four [24] days off duty with shifts to change at 0700 hours-.

**Section 2: Overtime:** The City may require unit employees to work beyond the end of their scheduled shift and in addition to their regular 42-hour work week for public safety reasons. Overtime is defined as time worked over forty-two [42] hours a week. Overtime shall be paid at the rate of one and one-half [1 ½] times the employee's hourly rate for "all" hours worked over 42 hours per week.

**Section 3:** No employee shall work overtime unless authorized by the Fire Chief and/or his designee.

**Section 4: Recall Back:** Off duty bargaining unit members responding to a mandatory training, sick leave replacement or vacation leave replacement shall be paid at overtime rates for the time actually on duty. For call back a minimum of three (3) hours will be guaranteed. Each call back shall continue until relieved and if a subsequent call back shall occur after the member has been relieved, then that second or subsequent call back shall be subject to the three (3) hours minimum. Responder(s) to a call back shall be required to report to the station within fifteen (15) minutes of accepting the call back.

**Section 5: Scheduled Meetings/Training:** All unit employees shall attend mandatory training when scheduled by the Fire Chief. The Fire Chief shall provide a forty-five (45) days written notice to the Union President of the training that is being scheduled. If mandatory training is scheduled during a period of time that a unit employee is previously scheduled for vacation leave, the unit employee will be afforded an opportunity to make-up any training missed upon his returned to work.

**Section 6:** If the City establishes a day shift, or if vacancies occur on the shift, existing members of the Department will be given the first opportunity to volunteer for the shift. The day shift will be staffed initially with new employees, to the extent that volunteers among current employees are not available. If a vacancy occurs in the twenty-four (24) hour shift, and the City elects to fill the vacancy, any day shift employee shall have the opportunity to change to the twenty-four (24) hour shift based on seniority.

**Section 7: Acting Out of Rank:** Unit employees may perform temporary service in a Captains position where the Captain is out for five (5) consecutive shifts. The unit employee filling in for a Captain shall be compensated at the probationary Captains hourly rate.

**Section 8: Forced Overtime.** Anytime the City sees fit to hire staffing that creates overtime and that time is not filled after making every attempt to use the current overtime procedure a member may be forced into work based on the following process:

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- A second forced overtime book will be kept by the union. This book will be inverted from the current overtime book with the lowest person with seniority on the top. Hours will start at zero and then added as forced overtime is filled.
- The member with the lowest seniority and lowest amount of accrued forced overtime will be forced first. All possible attempts will be made to make contact with that person.
- The person being forced must be able to start working within one hour of being summoned for the forced overtime.
- The City shall hold over the junior person or a volunteer from the previous shift until the position is filled.
- During said time someone is forced every attempt will still be made to find coverage for the shift by the person that was forced in on overtime.

**Section 9: All Hands.** When the department is faced with an actual or impending emergency that requires additional personnel for preparation and/or mitigation, the Fire Chief or his or her designee shall have the authority to implement All Hands for emergency personnel.

**Section 10: Mandatory Emergency Call Back.** All permanent members of the Department will be required to respond to the Department for work assignment in emergency situations when such work assignment is necessary, at the discretion of the Chief or Deputy Chief. An emergency situation is defined as a situation actual or immediately threatened, which by its nature or magnitude is beyond the ordinary demands of the Department as normally staffed. Employees on approved leave will not be required to respond. If an employee is otherwise unable to respond, absences will be excused at the discretion of the Chief or Deputy Chief.

Section 11: Administrative Overtime:

Captains who are required to attend captain's meetings and perform other administrative functions outside of their regular work schedule will be paid overtime at one and one-half (1-1/2) times the captain's hourly rate. For all regularly scheduled meetings, the Chief will provide at least seven (7) days' notice of the meeting date. In the event of an emergency or other unforeseen issue which may arise, the Chief will provide as much notice as is practicable to the nature of the Captains positions description and administrative assignments it shall on occasion be required to report to duty for meeting's, assignments and follow ups in which are not able to be completed on duty, this include officers meetings. Any time the chief authorizes a Captain to report to work for administrative duties it shall be at time and one half.

Commented [AMF47]: Language agreed to at mediation.

Commented [AMF48]: Proposed new language.

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**ARTICLE 16**  
**HEALTH AND SAFETY**

Commented [MOC49]: No Change

**Section 1:** The City will continue to assure that safe and healthful working conditions are provided for unit employees pursuant to existing law, rules, or regulation. The Union agrees to cooperate with the City by encouraging unit employees to work in a safe manner and wear protective clothing and equipment prescribed by the City and to report observed safety and health hazards to the City in accordance with applicable procedures.

**Section 2: Station Uniforms:** The City will continue to provide unit employees with the basic clothing and uniform items pursuant to Fire Department's Standard Operating Procedure 100.7 dated November 4<sup>th</sup>, 2019, as may be amended by LMC from time to time.

- a. The City shall provide a uniform allowance of eight-hundred dollars (\$800.00) per employee per year commencing July 1, 2021 (only 10% of the uniform allowance shall be used for socks and underwear). There shall also be a stipend of seventy-five dollars (\$75.00) per year per employee for replacement or personal items lost or damaged during the course of employment.

The Parties agreed that unit employees may wear an IAFF pin on their Fire Department Uniforms, may display a Maltese cross union insignia on the left chest of T-Shirt(s), and may wear IAFF T-shirts while in a duty status in accordance with SOP 100.7 dated November 4, 2019, as may be amended by LMC from time to time. These item[s] shall not be maintained by the Employer.

Commented [AMF50]: There was some concern by the Chief in reviewing this that this meant that the members can wear t-shirts whenever they want, but that is not what he intended. Current policy is that they can wear t-shirts when deemed appropriate by the duty office (hot, humid weather for instance).

- b. Unit Employees will be authorized to wear Specialty T-Shirts for Red Shirt Friday, Breast Cancer Awareness Month and/or other Specialty T-Shirts as mutually agreed to by the Parties.

Commented [MOC51R50]: The Unions are governed by Fire Department's Standard Operating Procedure 100.7 dated November 4<sup>th</sup>, 2019 as cited above and covers the Chief's concern.

**Section 3: Personal Protective Clothing:** The City shall continue to furnish and thereafter maintain at no cost to the employee all personal protective clothing and equipment necessary to preserve and protect the safety and health of the employees while performing their duties and responsibilities and meeting the BFD Mission pursuant to the applicable NFPA Standard(s). This section does not apply to the items outlined in Section 2 above and/or BFD SOP 100.7 unless otherwise agreed to by the Parties.

**Section 4: Medical Surveillance Program:** Each unit member on an annual basis shall be required to undergo a physical examination to be performed by the City's preferred occupational health provider, and at the expense of the City. The examination shall cover the following: Comprehensive Medical History, Vision Testing, Lifting Assessment, Modified Endurance Assessment, Grip Strength Testing, Flexibility/Agility Assessment, Full Systems Physical (with the exception of prostate and GYN), Pulmonary Function Testing, Tuberculosis Testing, Laboratory Blood Testing with focus on Cholesterol.

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Attention paid to physical condition and fitness program. The examination shall also include testing for Hepatitis C, and a Hearing Test. The parties, through the Labor Management Committee, will consider and implement options for baseline cancer screening for unit members.

If the result of the examination determines that the employee is not in their opinion fit for duty, the employee may seek a second examination by their personal care physician or specialist, and if certified by the physician or specialist as capable of returning to work at full duty, may return to regular duty with a written certificate addressing the issues for which the employee has been deemed unfit for duty.

All medical records shall be kept confidential by the employer and will not be released without the written consent of the employee.

**Section 5: Fitness Initiative:** The Labor-Management Committee will develop, implement, and maintain a "Fitness Program" based on the principles of the IAFF/IAFC Joint Labor Management Wellness/Fitness Program. The program will be mandatory for unit employees, part of the employee's daily work assignments and prior to beginning the program, each unit employee must have taken a physical examination as specified in this article before beginning the fitness program. The fitness program shall include a baseline fitness evaluation, individual fitness and training goals, follow-up fitness re-evaluations as needed by determination of the Peer Fitness Trainer. To this end, the parties have agreed to create and maintain a Bath Fire Department's Fitness Initiative for Fire Department employees.

**Section 6: Physical Agility Test (PAT):** As part of the Fitness Initiative, the Labor-Management Committee will create and maintain a yearly Physical Agility Test (PAT) for unit employees. The PAT will be mandatory for unit employees and non-punitive. The purpose of the PAT will be to evaluate the employees progress in their respective Fitness Plan.

a) **Physical Agility Test Components may include but are not limited to the following:**

- Stair Climb
- Hose Drag
- Equipment Carry
- Ladder Raise & Extension
- Forcible Entry
- Search
- Rescue
- Ceiling Breach & Pull

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- b) The PAT is a pass/fail test based on a validated maximum total time as defined by the LMC.
- c) No standards established will be discriminatory and the standards set are minimum standards.
- d) Should an employee have a physician confirmed condition or injury that prohibits him/her from completing one of the standard components of the assessment, an alternative test may be used. This alternative and the minimum standard for the alternative test shall be determined by mutual agreement between the Union and the City.
- e) Should an employee fail to meet the standards set forth above or any revision of those standards, the employee shall be reevaluated by a certified Wellness/Fitness Coordinator to determine if current fitness initiative is appropriate. The employee will have the opportunity to retake the PAT in six (6) months.
- f) If the employee fails the PAT at the 6-month retake point, the employee will again be reevaluated by a certified Wellness/Fitness Coordinator to determine what other adjustments maybe be needed to the employee's fitness initiative. The employee will be permitted to retake the PAT at the end of the year and prior to his/her annual physical. If at the end of one (1) year the employee is unable to pass the PAT or the AEPT , as part of their annual physical, the Medical Care provider will determine the employee's fitness for duty.

Section 7: In the event that a member of the Bargaining Unit receives an injury or compensable illness arising out of and in the course of the member's duties, and for which worker's compensation is available, he/she shall be excused from duty. Upon the election of the employee, and to the extent that the employee has accumulated sick leave or vacation leave, he/she shall be paid the full week's pay from the City based on a 42-hour work week. Any worker's compensation benefits shall be paid over to the City. The difference between his/her worker's compensation pay and the full week's pay shall be considered sick leave and deducted from the employee's accumulated sick leave or from the employee's vacation leave if the employee elects to do so. Taxes, benefits, and other employee deductions shall only be withheld from the portion of the weekly pay paid by the City.

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Commented [MJC52]: Add Article 16 from "current" Captain's CBA - No Change.

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**ARTICLE 17  
BENEFITS & WAGES**

**Section 1: Wages:** The wage scale for bargaining unit employees is outlined in Appendix C of this Agreement. The Employees shall be eligible for step increases based on time-in-grade from the anniversary of their employment. The pay period for unit employees shall be a two-week period.

Commented [MJC53]: Revised - See Appendix C

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**Section 2: Retirement:** The City agrees to provide the Maine Public Employees Retirement System program which allows retirement of firefighters after twenty-five (25) years of service at two-thirds (2/3) pay regardless of age. The employees' and employer's contribution shall be as determined by the Maine Public Employees Retirement System.

Commented [MJC54]: No Change

**Section 3: Health Insurance:** Effective January 1, 2018, the City agrees to participate in the cost of health insurance by offering the Maine Municipal Employee Health Trust's PPO-500 plan, or the equivalent thereof. The premium cost of the policy coverage selected by the employee (i.e. single, family) shall be divided between the employee and the employer with the employee assuming fifteen percent (15%) of the premium cost and the employer assuming eighty-five percent (85%) of the premium cost.

In addition, the City of Bath will provide a back-loaded Health Reimbursement Arrangement (HRA) at the rate of eighty percent (80%) of the deductible and co-insurance expenses as defined by the Anthem Plan for each employee enrolled in the City's health Insurance Program.

Commented [MJC55]: No Change

- a) The City shall also contribute fifty dollars (\$50.00) annually to a Flexible Spending Account (FSA) for each enrolled employee.

**Section 4: Unit Employee Training Allotment:** For the purpose of providing additional Firefighter and EMS training and educational opportunities for unit members, the City agrees to set aside, the sum of Five Hundred Dollars (\$500.00) per-employed.

Commented [MJC56]: No Change

**Section 5: Cell Phones:** Where the Captain is required to provide a cell phone for use on duty, the City shall reimburse that Captain at the rate of twenty dollars (\$20.00) per month, toward the cost of the phone service.

Commented [AMF57]: No change. Agreed to at mediation.

Commented [MJC58]: Article 24, Section 4 from Current CBA "revised"

Commented [AMF59R58]: The City does not think this is warranted based on current usage. Can discuss further

**ARTICLE 18  
DURATION AND CHANGE**

Commented [MJC60]: No Change

**Section 1: Final Resolution:** This Agreement represents the total understanding of the parties. The parties to this Agreement agree that matters covered by this contract shall not be the subject of bargaining during the term of this contract, except by mutual agreement of the parties.

**Section 2: Maintenance of Benefits:** It is mutually agreed that negotiable benefits or terms and conditions of employment affecting the members of this unit which are not covered by this Agreement shall remain in full force and effect throughout the duration of this Agreement subject to established procedures for changing these negotiable benefits or terms and conditions of employment.

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**Section 3: Severability:** If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or application shall continue in full force and effect. The parties shall meet as soon as possible to negotiate a substitute provision when necessary.

**Section 5: Duration of this Agreement:** This Agreement shall be in effect and binding upon both the City and Union during the period July 1, 2019 through June 30, 2022. In the event that collective bargaining shall not have been successfully completed prior to the expiration of said Agreement, the parties hereto agree that the provisions of this Agreement shall remain in full force and effect until such time as a successor agreement has been negotiated and executed by the parties.

**Section 6:** The execution of this Agreement shall serve as the required one hundred twenty (120) day notice pursuant to Title 23.

Dated at Bath, Maine, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

For the Union [IAFF Local 1611]  
Initials \_\_\_\_\_ Date \_\_\_\_\_

For the Employer [City of Bath]  
Initials \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX A**  
**CAPTAIN'S POSITION DESCRIPTION**

Commented [MJC61]: Need to "add" a copy of the Captain's Current PD.

**APPENDIX B**  
**LABOR ~ MANAGEMENT PARTNERSHIP COMMITTEE**

Commented [MJC62]: No Change

Section 1: The purpose of this Committee is to assist in developing a quality Labor-Management relationship between the Parties. The Committee is designed to provide a means for allowing the City and the Union to become Partners in identifying problems, areas of concern, changes to working conditions within the organization and to develop viable solutions to these problems so that the mission of the Fire Department can be accomplished in a more cost effective and efficient manner, while striving to enhance the working conditions of all Fire Department employees. **The goals and objectives of this Committee are as follows:**

- To further the Fire Department's Mission by using the Brain Storming Process
- Foster a more productive and cost-effective service to the citizens of Bath
- Promote better morale among all Fire Department employees
- Enhance the working conditions for all Fire Department employees

Section 2: **Committee Structure and Conduct:** The LMC shall consist of two [2] Union Representatives [as determined by the Union] and two [2] Representatives from the City [as determined by the City]. In addition, at the request of one or more of the parties, subject matter experts or other persons may be requested to attend meetings to offer advice and/or information on specific subjects.

Commented [MJC63]: Union will have a One (1) Representative from the Firefighter Unit and One Representative from the Captain's Unit.

All committee members will demonstrate teamwork and cooperation. They will, at all times, keep all matters discussed confidential until the minutes of the committee are published, agreements executed, act in good faith dealing openly and honestly on all issues, striving to understand varying points of view, and contributing to the resolution of any conflicts that may arise. All participants will conduct themselves in a professional manner at all times.

Section 3: **Committee Meetings and Agenda:** The Committee shall meet on request of either party and/or at least once a month to discuss all matters of mutual concern. The meeting format, meeting date/times, meeting duration, location, and agenda development will be determined by the committee at their 1<sup>st</sup> meeting.

Section 4: **Decisions:** Decision-making within the labor-management committee shall be based on consensus. For the purpose of this agreement, consensus is defined as a unanimous decision of "all" representatives present at the meeting. The Parties must ensure

For the Union [IAFF Local 1611]  
Initials \_\_\_\_\_ Date \_\_\_\_\_

For the Employer [City of Bath]  
Initials \_\_\_\_\_ Date \_\_\_\_\_

IAFF Local 1611 Successor Collective Bargaining Agreement  
City of Bath Draft 9/23/2021

that all issues are fully discussed prior to reaching a decision. Once a decision is reached, it shall be supported by all members of the committee.

If consensus is not reached, the issue[s] may be addressed pursuant to the terms and conditions of the CBA. Though the parties will strive to address their issues and/or resolve their conflicts through the labor-management committee, submission to the committee does not constitute an exhaustion requirement with respect to any of the parties' statutory or contractual rights.

All decisions of the committee that are reached by consensus will be binding on the parties. The parties agree that Labor/Management Committee decisions, arrived at through consensus, constitute waivers of any rights that may exist to seek redress of that matter through any other forum, except as may be prohibited by law. All agreements reached by the committee will be signed by the parties and under no circumstances shall an agreement reached by the committee modify the current CBA.

All decisions of the Labor-Management Committee will be published jointly. All decisions will be posted for a thirty-day [30] period on all official bulletin boards as a result of the committee's actions.

**Section 5:** As one of the Committee's initial focuses will be to review all current Fire Department Standard Operating Guidelines (SOGs) and Standard Operating Procedures (SOPs) to ensure consistency with law, rule, NFPA Standards (where applicable), personnel policy (where applicable) and the terms & conditions of this Agreement. Any SOGs or SOPs or other Fire Department Policy, or any provisions therein, which are in conflict with this Agreement shall be null and void. The parties will work together to ensure all SOPs and SOGs are up to date, in compliance with applicable rules, standards and laws and are consistent with Department Mission and practice.

**Section 6:** Nothing in this Agreement and/or in this Appendix prevents the parties from revising this appendix as needed during the duration of this Agreement by mutual consent of the Parties.

**Section 7: Duration of this Appendix:** This Appendix will remain in full force and effect for the term of this Agreement as outlined in Article 19, Section 5 unless otherwise agreed to by mutual consent of the Parties.

For the Union [IAFF Local 1611]  
Initials \_\_\_\_\_ Date \_\_\_\_\_

For the Employer [City of Bath]  
Initials \_\_\_\_\_ Date \_\_\_\_\_

IAFF Local 1611 Successor Collective Bargaining Agreement  
City of Bath Draft 9/23/2021

**APPENDIX C  
WAGE AGREEMENT**

Base Wages	Current	MEDIC	Captain/ AEMT .46	Capt/ Medic 2.09
Years as Capt.	1/1/2019	1/1/2019	7/1/2020	7/1/2020
0-1	27.45	28.35	27.91	29.54
1	27.78	28.68	28.24	29.87
5	27.78	28.68	28.34	29.97
10	27.78	28.68	28.49	30.12

	AEMT (.48) 2.5%		Medic (\$2.14) 2.5%
Years as Capt.	1/1/2021		1/1/2021
0-1	28.61		30.28
1	28.95		30.62
5	29.05		30.72
10	29.20		30.87

	AEMT (.48) 1.75%		Medic (\$2.18) 1.75%
Years as Capt.	1/1/2022		1/1/2022
0-1	29.11		30.81
1	29.45		31.15
5	29.56		31.26
10	29.71		31.41

For the Union [IAFF Local 1611]  
Initials \_\_\_\_\_ Date \_\_\_\_\_

For the Employer [City of Bath]  
Initials \_\_\_\_\_ Date \_\_\_\_\_





## City of Bath

55 Front Street  
Bath, Maine 04530

Dept: 207/443-8363  
Fax: 207/443-8389



**Planning &  
Development**

# MEMORANDUM

**TO:** Aaron Park, Chair  
City Councilors

**FROM:** Ben Averill, City Planner

**DATE:** October 6, 2021

**RE:** Land Use Code Map Amendment, 94  
Richardson Street

---

### Background

Scott Raymond, owner of the property located at 94 Richardson Street, is requesting a land use code map amendment to amend the zoning on the parcel located at 94 Richardson Street (tax map 31, lot 57) from the C-3 Zoning District to the C-4 Zoning District. The intent of the map amendment request is to allow the applicant to operate a retail establishment on the parcel. Retail uses are not allowed in the C3 Zoning District but are an allowed use in the C4 Zoning District.

The Planning Board held a public hearing on the proposed ordinance at the September 21, 2021 Planning Board meeting and recommended the ordinance for review by the City Council.

### Council Action

If the Council determines that the Land Use Code change request has merit the Council can approve the request. If the Council determines that the request lacks merit, then action on the map amendment to the Land Use Code will cease.



OFFICE USE ONLY  
Check for \$275.00 ☒  
Project Number: \_\_\_\_\_

CITY OF BATH  
PLANNING DEPARTMENT  
(207) 443-8363

**APPLICATION FOR LAND USE CODE MAP AMENDMENT**

To: The City Council and the Planning Board of Bath, Maine

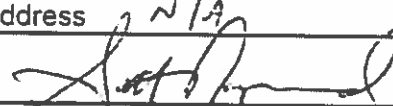
Date: August 23<sup>rd</sup>, 2021

RECEIVED

Name: Scott Raymond Telephone #: 207-271-2888 AUG 23 2021

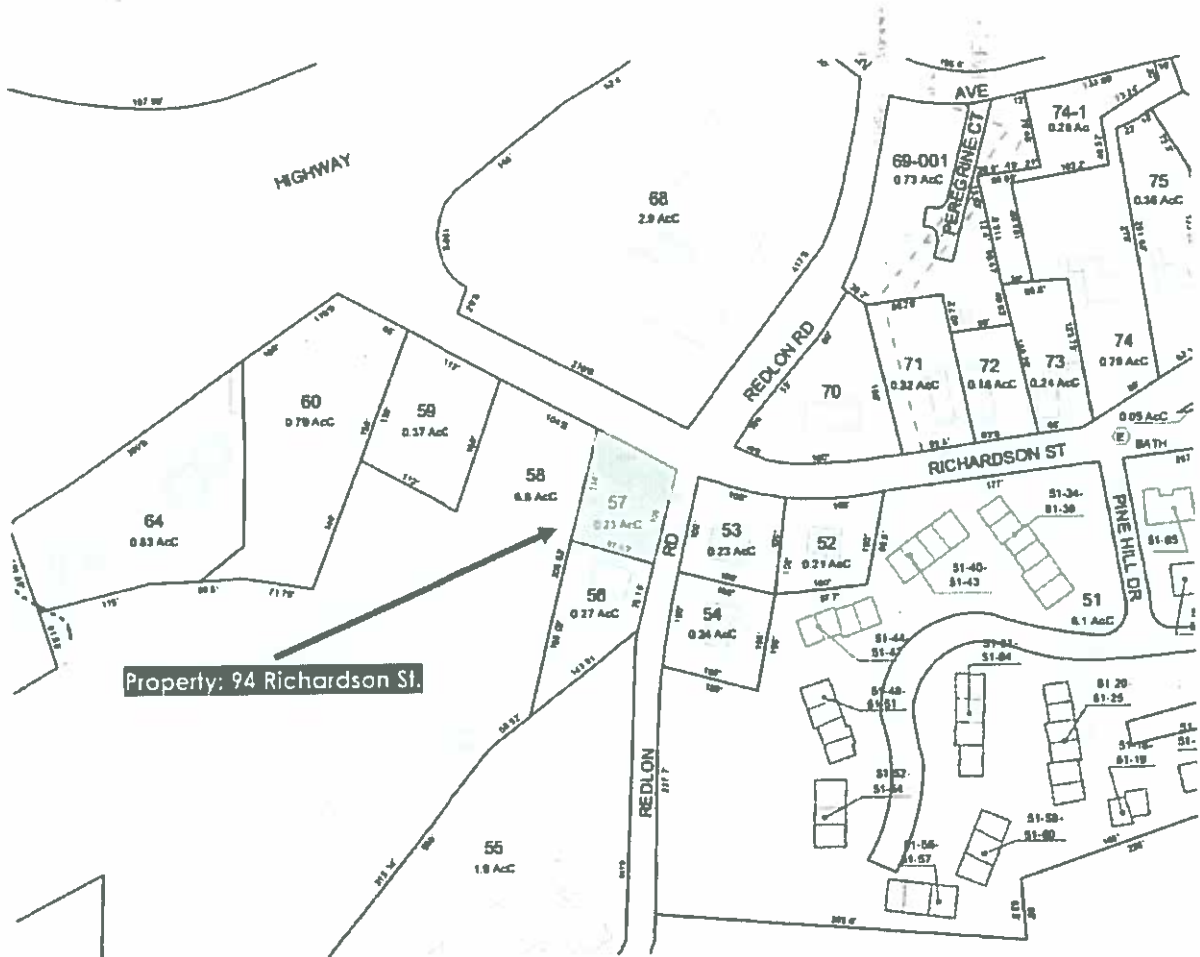
Address: 5 Wren Acres Rd. Georgetown ME 04548 CODES & PLANNING  
BATH, ME

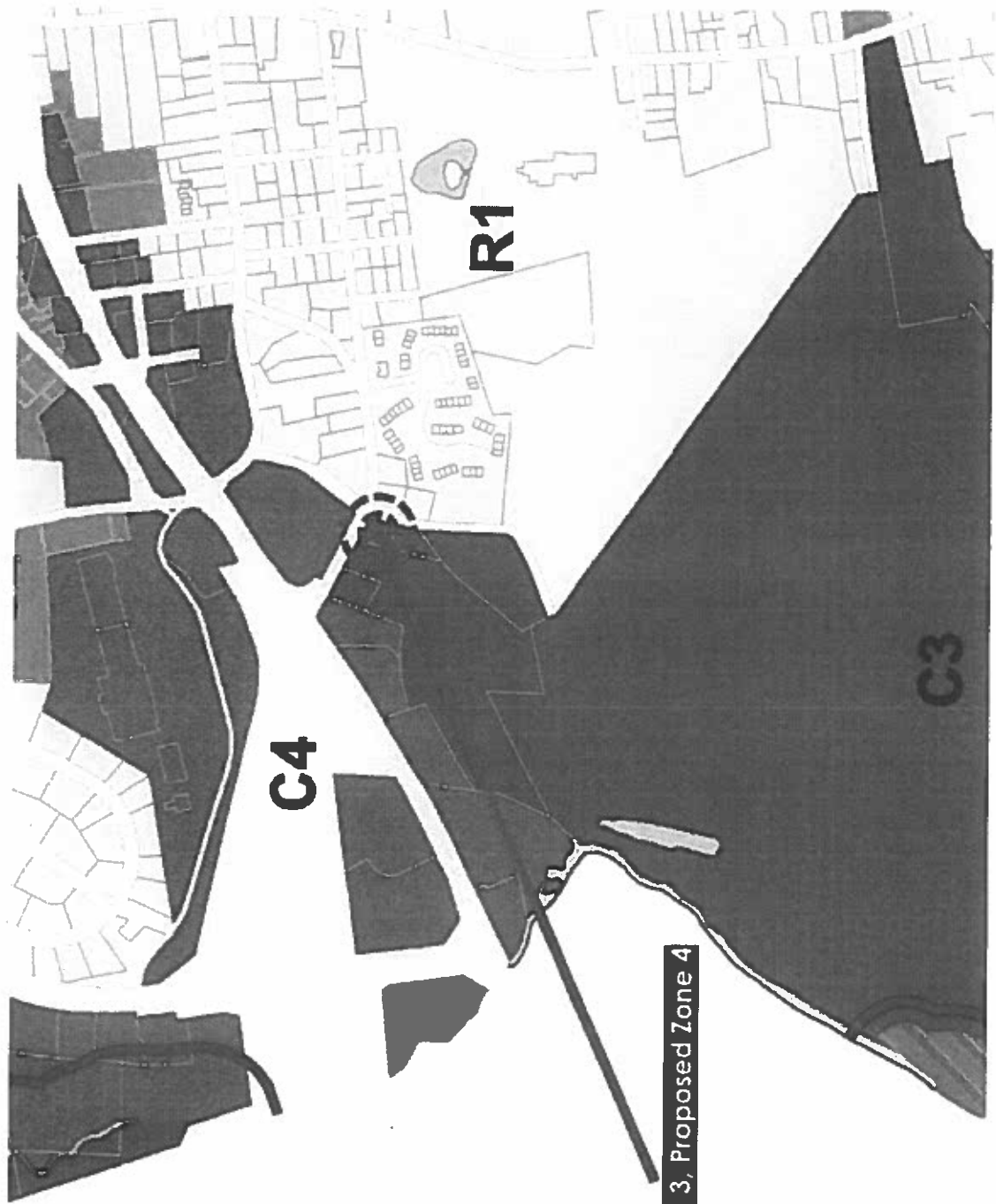
hereby petition to amend the Land Use Code of the City of Bath, Maine, by reclassifying from C-2 zone to the C4 zone the property outlined in red on the map(s) attached, which are part of this application, and described as follows:

Address of property (if any)	<u>94 Richardson St. Bath, ME 04500</u>
Total area (acres or square feet)	<u>.23 acres</u>
Property location (general) - i.e. south side of Washington St. 400 yards east of North St.	<u>South side of Richardson St. at the corner of Richardson and Redlon Rd. - S corner</u>
Legal description of property	<u>Map 31 Lot 57</u>
Existing use	<u>Hair Salon</u>
Proposed use	<u>Prepared meats, cheeses, provisions</u>
Name/address of owner of record	Name <u>Scott Raymond</u> Address <u>5 Wren Acres Rd. Georgetown ME 04548</u>
Name/address of contract owner (if such)	Name <u>N/A</u> Address <u>N/A</u>
Signature of owner/contract owner	
Representative of applicant	Name _____ Address _____

**Return form to Planning Dept. - City Hall - Bath, Maine**

For a project to be scheduled for review, we must have the complete application in the Planning Office **four weeks** prior to the date of the meeting. You or someone representing you must be present at that hearing to present this request to the Planning Board. The Planning Board will then make a recommendation on the amendment and forward its recommendation to the City Council. The City Council will then take final action on the amendment.





R1

C3

C4

Currently Zone 3, Proposed Zone 4



## ORDINANCE

**WHEREAS, THE CITY COUNCIL OF THE CITY OF BATH, AS PART OF THE ADOPTION OF THE BATH LAND USE CODE ON JULY 19, 2000, EFFECTIVE AUGUST 9, 2000, DEPICTED THE BOUNDARIES OF ALL LAND USE DISTRICTS ON A ZONING MAP OF THE CITY OF BATH, ALSO DATED JULY 19, 2000, INCORPORATED BY REFERENCE INTO THE LAND USE CODE PURSUANT TO THE PROVISIONS OF SECTION 7.02 OF THE SAID CODE, AND**

**WHEREAS, IT IS NECESSARY AND APPROPRIATE THAT THE BOUNDARIES OF THE LAND USE DISTRICTS BE, FROM TIME TO TIME, ADJUSTED AND AMENDED, IN ORDER TO CREATE NEW DISTRICTS AND ADJUST BOUNDARY LINES OF EXISTING DISTRICTS,**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE ZONING MAP OF THE CITY OF BATH, DATED JULY 19, 2000, BE AND HEREBY IS AMENDED IN ACCORDANCE WITH THE SKETCH PLAN ATTACHED HERETO AND MADE A PART HEREOF. THIS CHANGE SHALL BE INCORPORATED INTO AND BE PART OF THE OFFICIAL ZONING MAP OF THE CITY OF BATH. THE SPECIFIC ADJUSTMENT IS:**

Rezoning of property designated as 94 Richardson Street and further designated as lot 57 on tax map 31. The proposed Land Use Map rezoning is to rezone the existing zoning on the lot from its current C3 Business Park Zoning District to C4 Route 1 Commercial Contract Zoning District.





# City of Bath

55 Front Street  
Bath, Maine 04530

Dept: 207/443-8363  
Fax: 207/443-8389



F14

## Planning & Development

# MEMORANDUM

**TO:** Aaron Park, Chair  
City Councilors

**FROM:** Ben Averill, City Planner

**DATE:** October 6, 2021

**RE:** Land Use Code Map Amendment,  
Richardson Street/ 136 Western Avenue (  
Tax Map 31, Lots 58,59)

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### Background

BathRes, LLC, owner of the parcels located at Tax Map 31, lots 58 & 59, is requesting a land use code map amendment to amend the zoning on the parcels from the C-3 Zoning District to the C-4 Zoning District. The intent of the map amendment request is to facilitate future development on the parcel of either a retail or restaurant use. Retail uses (including restaurants) are not allowed in the C3 Zoning District but are an allowed use in the C4 Zoning District. The applicant does not currently have plans for development of the parcel (currently used as accessory parking), however this zone change will allow for flexibility if a new use is desired on either parcel.

The Planning Board held a public hearing on the proposed ordinance at the September 21, 2021, Planning Board meeting and recommended the ordinance for review by the City Council.

### Council Action

If the Council determines that the Land Use Code change request has merit the Council can approve the request. If the Council determines that the request lacks merit, then action on the map amendment to the Land Use Code will cease.



CITY OF BATH  
PLANNING DEPARTMENT  
(207) 443-8363

APPLICATION FOR LAND USE CODE MAP AMENDMENT


To: The City Council and the Planning Board of Bath, Maine

Date: 8-27-21

Name: PAUL CASTONGUAY Telephone #: 207-754-9868

Address: P.O. Box 9340 Auburn, ME 04210

hereby petition to amend the Land Use Code of the City of Bath, Maine, by reclassifying from C3 zone to the C4 zone the property outlined in red on the map(s) attached, which are part of this application, and described as follows:

Address of property (if any)	136 Western Ave. At Richardson Street	
Total area (acres or square feet)	7	
Property location (general) - i.e. south side of Washington St. 400 yards east of North St.	ACROSS Street from Marriott Hotel	
Legal description of property	Map 31	Lot 58-59
Existing use	PARKING LOT - GARAGE	
Proposed use	Retail - RESTAURANT	
Name/address of owner of record	Name	BATHRES LLC
Name/address of contract owner (if such)	Name	George Schott
	Address	P.O. Box 9340 Auburn ME 04210
Signature of owner/contract owner		
Representative of applicant	Name	PAUL CASTONGUAY
	Address	P.O. Box 9340 Auburn ME 04210

Return form to Planning Dept. - City Hall - Bath, Maine

For a project to be scheduled for review, we must have the complete application in the Planning Office **four weeks** prior to the date of the meeting. You or someone representing you must be present at that hearing to present this request to the Planning Board. The Planning Board will then make a recommendation on the amendment and forward its recommendation to the City Council. The City Council will then take final action on the amendment.

RECEIVED

SEP 01 2021

CODES & PLANNING  
BATH, ME



## ORDINANCE

**WHEREAS,** THE CITY COUNCIL OF THE CITY OF BATH, AS PART OF THE ADOPTION OF THE BATH LAND USE CODE ON JULY 19, 2000, EFFECTIVE AUGUST 9, 2000, DEPICTED THE BOUNDARIES OF ALL LAND USE DISTRICTS ON A ZONING MAP OF THE CITY OF BATH, ALSO DATED JULY 19, 2000, INCORPORATED BY REFERENCE INTO THE LAND USE CODE PURSUANT TO THE PROVISIONS OF SECTION 7.02 OF THE SAID CODE, AND

**WHEREAS,** IT IS NECESSARY AND APPROPRIATE THAT THE BOUNDARIES OF THE LAND USE DISTRICTS BE, FROM TIME TO TIME, ADJUSTED AND AMENDED, IN ORDER TO CREATE NEW DISTRICTS AND ADJUST BOUNDARY LINES OF EXISTING DISTRICTS,

**NOW, THEREFORE, BE IT ORDAINED** BY THE CITY COUNCIL OF THE CITY OF BATH THAT THE ZONING MAP OF THE CITY OF BATH, DATED JULY 19, 2000, BE AND HEREBY IS AMENDED IN ACCORDANCE WITH THE SKETCH PLAN ATTACHED HERETO AND MADE A PART HEREOF. THIS CHANGE SHALL BE INCORPORATED INTO AND BE PART OF THE OFFICIAL ZONING MAP OF THE CITY OF BATH. THE SPECIFIC ADJUSTMENT IS:

Rezoning of property designated as Richardson Street and 136 Western Avenue and further designated as lot 58 and 59 on tax map 31. The proposed Land Use Map rezoning is to rezone the existing zoning on the lot from its current C3 Business Park Zoning District to C4 Route 1 Commercial Contract Zoning District.



**Darci Wheeler**

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**From:** no-reply@www.cityofbath.com  
**Sent:** Tuesday, September 7, 2021 4:19 PM  
**To:** Darci Wheeler  
**Subject:** Appointment Application - New Form Submission for Bath, Maine

**A new submission has been received for Appointment Application at 09/07/2021 4:18 PM**

<b>First Name::</b>	ANDREW
<b>Last Name::</b>	OMO
<b>Address::</b>	886 High St,
<b>Phone::</b>	2078441949
<b>Your Council Ward Number::</b>	4
<b>Email Address::</b>	omo72@comcast.net
<b>Preferred Method of Contact::</b>	Email
<b>I wish to be considered for::</b>	Reappointment
<b>Name of Board/ Commission/ Committee::</b>	Planning Board
<b>Committee Experience:</b>	
<b>Date(s) you attended this Board/Commission/Committee's meetings::</b>	every 1st and 3rd tuesday
<b>Members of the Board/ Commission/ Committee with whom you spoke and when::</b>	all of them, last meeting.
<b>How did these experiences affect your interest in the Board/ Commission/ Committee?:</b>	have been on the board for 4 terms.
<b>Have you every served on a City Board/ Commission/ Committee?:</b>	Yes
<b>If yes please list the Board/ Commission/ Committee and years of service:</b>	Planing board
<b>Please outline past and present expertise skills employment that you think may be relevant::</b>	4 terms on the board
<b>Resume (Optional):</b>	No File Uploaded
<b>Why do you want to be a member of this Board/ Commission/ Committee or list your accomplishments during your last term or terms?:</b>	I like contributing to the community
<b>How many months are you away from Bath in a 12 month period?:</b>	0
<b>Date:</b>	9/7/21
<b>Signature:</b>	ANDREW T OMO

FOR USE BY CITY CLERK'S DEPARTMENT:

Date application received: 9/8/2021

Received by: email Darci

Date emailed to Appointment Review Committee: 9/8/2021

Date interviewed by Appointment Review Committee: \_\_\_\_\_

Date application on City Council agenda: \_\_\_\_\_

Date appointed by City Council: \_\_\_\_\_

Date applicant notified by City Clerk's office: \_\_\_\_\_

Date applicant sworn in: \_\_\_\_\_

Term to begin: \_\_\_\_\_

Term to expire: \_\_\_\_\_





**City of Bath**  
**Application for (Re)Appointment**  
**to City Board/Commission/Committee**

Full Name: Pamela MURRAY

Residence Address: 5 Page Street

I live in Council Ward # (circle one) 1 2 3 4 5 6 7

Phone #: 207 443 6863

E-mail address Pammurray2007@yahoo.com

Preferred Method of Contact? (circle one)

phone

email

I wish to be considered for: (circle one)

appointment

reappointment

Zoning Board of Appeals

(Name of Board/Commission/Committee)

We are asking applicants to attend some actual meetings of this committee and/or to speak with some members of the board/committee to get a sense of what the committee does before submitting their application. Information about the committee meetings, who is chair and committee membership is available from the City Clerk's office and on the City of Bath website.

Please list the following:

A) Date(s) you attended this committee's meetings:

Last month

B) Members of the committee or board with whom you spoke and when:

C) How did these experiences affect your interest in the committee?

Have you ever served on a City Board/Commission/Committee? (circle one) Y

N

If yes, please list the Board/Commission/Committee and years of service:

Please outline past and present expertise/skills/employment that you think may be relevant (Resumes are welcome):

Been a member for years + attend public seminars on policies for Board

Why do you want to be a member of this Board/Commission/Committee or list your accomplishments during your last term(s)?

Little has come before Board

How many months are you away from Bath in a 12-month period? 0

Sept 23, 2021  
Date

Pamela Munnery  
Signature

Please return form to: City Clerk's Office, 55 Front Street, Bath, ME 04530 or email [dwheeler@cityofbath.com](mailto:dwheeler@cityofbath.com)

**FOR USE BY CITY CLERK'S DEPARTMENT:**

Date application received: 9/23

Received by: email MTC

Date emailed to Appointment Review Committee: 9/23

Date interviewed by Appointment Review Committee: \_\_\_\_\_

Date application on City Council agenda: \_\_\_\_\_

Date appointed by City Council: \_\_\_\_\_

Date applicant notified by City Clerk's office: \_\_\_\_\_

Date applicant sworn in: \_\_\_\_\_

Term to begin: \_\_\_\_\_