

**TOWN OF CHEBEAGUE ISLAND, MAINE
ANNUAL TOWN MEETING WARRANT**

TO: Christine Auffant, a resident of the Town of Chebeague Island, in the County of Cumberland and State of Maine,

GREETING:

In the name of the State of Maine, you are hereby required to notify and warn the voters of the Town of Chebeague Island in the County of Cumberland, State of Maine, qualified by law to vote in town affairs, to meet at the Chebeague Island Hall Community Center, 247 South Road, Chebeague Island, Maine on **Saturday, the 8th day of June, 2019 at 9 o'clock in the morning, then and there to act upon Articles 1 and 3 through 64;**

And, to notify and warn said inhabitants to meet at the Chebeague Island Hall Community Center in said town on Tuesday, the 11th of June, 2019 at 8 o'clock in the morning, then and there to act on Article 2 as set out below, the polling hours are from 8:00 o'clock in the morning until 8 o'clock in the evening.

OPEN TOWN MEETING – JUNE 8, 2019 – 9:00 a.m.

Article 1: To choose a moderator by written ballot to preside at said meeting.

ELECTION VOTING ARTICLE: 2

VOTING – JUNE 11, 2019 - 8:00 a.m. to 8:00 p.m.

Article 2: To elect two Selectmen for three-year terms and two School Board Committee members for three-year terms.

Article 3: To see if the Town will approve opening the floor of this Town Meeting to all non-registered persons for the purpose of discussion only on each of the following articles of this Fiscal Year 2019-2020 Warrant.

Explanation: This article must be passed by a 2/3 majority of those present in the hall.

BROADBAND QUESTION

Article 4: To see if the Town will authorize the Board of Selectmen to create a capital reserve account named "Broadband Reserve" (account number 9034) for a capital project to create an island-wide fiber optic broadband internet network with the capability of serving every home and business on Chebeague Island and raise and appropriate **\$250,000** to be placed in the Broadband Reserve.

Explanation: This article provides for the initial funding to create an Island-wide fiber optic broadband Internet network with the capability of serving every home and business on Chebeague. The Broadband Reserve account currently has zero balance. Providing significant reserves in this account positions the Town for grant funding as soon as it becomes available from the State of Maine and/or any other source. The funding plan calls for establishing a reserve at \$250,000 followed by grant seeking and fund-raising efforts by the Town's Broadband Committee toward the total estimated cost of the project of \$1,400,000. Should this project not come to fruition, the Town may vote to re-allocate some or all of the \$250,000 to other purposes. If this article and all the other articles are approved, the estimated tax rate is .018 or \$18.00 per thousand of value. The rate is currently .01650.

SUNSET LANDING QUESTION

Article 5: To see if the Town will vote to require that the Select Board, prior to June 1, 2020, shall act to ensure that the property known as Sunset Landing and shown on the Town of Chebeague's tax maps at Map I05, Lot 9, is kept forever wild. In order to accomplish this mandate, the Select Board shall convey a deed to a land trust or other preservation entity, or ensure that such restrictive covenants are placed on the property, in order to guarantee that the property shall be protected from development and shall be retained for open space and non-intensive public outdoor recreational uses. The Select Board or its designee shall have the authority to enter any agreements, execute any deeds or perform any other executive or administrative duties necessary to accomplish this mandate.

Explanation: This article was entered on the warrant by petition presented to the Board of Selectmen April 24, 2019.

FIREWORKS ORDINANCE ARTICLES

Article 6: Shall an ordinance entitled PROHIBITION OF SALE OR USE OF CONSUMER FIREWORKS identified in Exhibit A be enacted?

Explanation: This ordinance prohibits the sale or use of consumer fireworks except as allowed under a fireworks display permit issued by the State of Maine pursuant to Title 8 MRSA Section 227-A.

Article 7: Contingent on the defeat of Article 6, shall an ordinance entitled CONSUMER FIREWORKS ORDINANCE and identified in Exhibit B be enacted?

Explanation: If Article 6 fails and the Town votes to allow the sale or use of consumer fireworks, this ordinance controls the use of such fireworks, limiting the days and locations when and where they may be used. If Article 6 passes, and the Town votes to prohibit the sale or use of consumer fireworks, this article will be declared null and void and will not be voted upon.

Copies of the proposed ordinances are available at the Town Office and will be available at Town Meeting.

EDUCATION BUDGET ARTICLES

ARTICLE 8: THROUGH ARTICLE 18: AUTHORIZE EXPENDITURES IN EDUCATION COST CENTER CATEGORIES

Article 8: Shall the Town Authorize the School Committee to expend **\$632,875** for Regular Instruction?

Article 9: Shall the Town Authorize the School Committee to expend **\$89,041** for Special Education?

Article 10: Shall the Town Authorize the School Committee to expend **\$0** for Career and Technical Ed?

Article 11: Shall the Town Authorize the School Committee to expend **\$0** for Other Instruction?

Article 12: Shall the Town Authorize the School Committee to expend **\$18,767** for Student and Staff Support?

Article 13: Shall the Town Authorize the School Committee to expend **\$73,617** for System Administration?

Article 14: Shall the Town Authorize the School Committee to expend **\$59,675** for School Administration?

Article 15: Shall the Town Authorize the School Committee to expend **\$105,544** for Transportation and Buses?

Article 16: Shall the Town Authorize the School Committee to expend **\$52,351** for Facilities Maintenance?

Article 17: Shall the Town Authorize the School Committee to expend **\$138,974** for Debt Service and Other Commitments?

Article 18: Shall the Town Authorize the School Committee to expend **\$145,221** for All Other Expenditures, Including School Lunch?

ARTICLE 19: THROUGH ARTICLE 20: RAISE FUNDS FOR THE PROPOSED SCHOOL BUDGET

Article 19: Shall the Town appropriate **\$680,477.19** for the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and shall the Town raise **\$608,080.48** as the Town's contribution to the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act in accordance with Maine Revised Statutes, Title 20-A, section 15688?

Explanation: The Town's contribution to the total cost of funding public education from Pre-Kindergarten to grade 12 as described in the Essential Programs and Services Funding Act is the amount of money determined by state law to be the minimum amount that a municipality must raise in order to receive the full amount of state dollars.

Article 20: Shall the Town raise and appropriate **\$635,587.81** in additional local funds, which exceeds the State's Essential Programs and Services funding model by **\$635,587.81** as required to fund the budget recommended by the School Committee?

Article 20 is required to be voted by written ballot.

The School Committee recommends **\$635,587.81** for additional local funds and gives the following reasons for exceeding the State's Essential Programs and Services funding model by **\$635,587.81**. EPS does not fully support all the necessary costs of a Pre-kindergarten to grade 12 educational program, such as:

(1) Special Education costs; (2) ferry transportation and bus costs; (3) staff benefits, including health insurance, FICA, Medicare, unemployment benefits, and workers compensation.

Explanation: The additional local funds are those locally raised funds over and above the Town's local contribution to the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act and local amounts raised for the annual payment on non-state funded debt service that will help achieve the Town budget for educational programs.

Article 21: SUMMARIZES THE PROPOSED SCHOOL BUDGET

Article 21: Shall the Town authorize the School Committee to expend **\$1,316,065** for the fiscal year beginning July 1, 2019 and ending June 30, 2020 from the Town's contribution to the total cost of funding public education from Pre-kindergarten to grade 12 as described in the Essential Programs and Services Funding Act, non-state funded school construction projects, additional local funds for school purposes under the Maine Revised Statutes, Title 20-A, section 15690, unexpended balances, tuition receipts, state subsidy, and other receipts for the support of schools?

*Explanation: This is a summary article and approves expenditures of the proposed budget of **\$1,316,065**. This article authorizes the School Committee to spend the money appropriated in the previous articles, plus other revenues. This article does not raise any additional money.*

ADDITIONAL SCHOOL RELATED ARTICLES

Article 22: Shall the School Committee be authorized to accept and spend through the Chebeague Island School private enterprise checking account unanticipated gifts or donations of money in accordance with their policies in the best interests of the school system?

Article 23: Shall the Town vote to approve and authorize the Superintendent to sign the Tuition Contract Agreement between the Yarmouth School Committee and the Chebeague Island School Committee commencing on July 1, 2021 and through June 30, 2031 found as Exhibit C attached to this Annual Town Meeting Warrant?

Copies of the proposed agreement are available at the Town Office and will be available at Town Meeting.

Article 24: Shall the Town authorize the School Committee to accept and expend any state, federal and other grants, aid and receipts during the fiscal year beginning July 1, 2019 and ending June 30, 2020 for school purposes provided that such grants, aid, and receipts do not require expenditure of local funds not previously appropriated?

Explanation: This article has no relation to previously voted articles pertaining to the general operating budget's expenditures and revenues. The question authorizes the School Board to accept and expend any other related receipts such as state and federal grants to assist in the operation of Chebeague Island School. Example would be Special Education services (Local Entitlement).

Article 25: Shall the Town vote to appropriate the following Revenues, Balances Carried and Fund Transfers, to cover the expenditures appropriated in the previous articles with the remaining funding required to be raised by taxation.

School Undesignated Fund Balance	\$ 40,000
General Purpose Aid	\$ 72,397
School Lunch Sales	\$ 6,000

Explanation: This article identifies and summarizes the various revenue sources to be appropriated for school purposes.

(1) The School Unassigned Fund Balance is \$41,583 at June 30, 2018.

(2) *General Purpose Aid is received from the State of Maine to be used for school purposes.*

(3) *School Lunch Sales is just that, revenue from the sale of lunches.*

MUNICIPAL BUDGET ARTICLES

Article 26: To see what sum the Town will vote to raise and appropriate for Administration and Board of Selectmen Accounts (1300).

The Board recommends: \$ **247,118**

Explanation: 2.13% (\$5,165) increase from FY19 budget. The increase is primarily due to an increase in technology items such as software upgrades and new computers.

Article 27: To see what sum the Town will vote to raise and appropriate for the Assessor (1400).

The Board recommends: \$ **13,450**

Explanation: 1.51% (\$200) increase from FY19 budget for CTC travel expense.

Article 28: To see what sum the Town will vote to raise and appropriate for Elections (1650).

The Board recommends: \$ **2,500**

Explanation: 16.67% (\$500) decrease from FY19 budget to reflect reduction in actual expenditures.

Article 29: To see what sum the Town will vote to raise and appropriate for Planning. (1700).

The Board recommends: \$ **6,000**

Explanation: 51.42% decrease from FY19 budget. This reduction reflects actual expenditures for the past four years.

Article 30: To see what sum the Town will vote to raise and appropriate for Legal Services (1900).

The Board recommends: \$ **7,000**

Explanation: 30.00% (\$3,000) decrease from FY19 budget. This estimate is based on actual costs for the past four years.

Article 31: To see what sum the Town will vote to raise and appropriate for Law Enforcement Services (2100).

The Board recommends: **\$ 42,756**

Explanation: 1.70% (\$714) increase from FY19 budget.

Article 32: To see what sum the Town will vote to raise and appropriate for the Fire and Rescue Department (2200).

The Board recommends: **\$ 104,650**

Explanation: 0.79% (\$825) increase from FY19 budget primarily due to a new agreement with the Town of Yarmouth Rescue for emergency medical transport services.

Article 33: To see what sum the Town will vote to raise and appropriate for Code Enforcement (2400).

The Board recommends: **\$ 26,460**

Explanation: 0.34% (\$90) decrease from FY19 budget.

Article 34: To see what sum the Town will vote to raise and appropriate for the Harbormaster and Shellfish Warden account (2500).

The Board recommends: **\$29,755**

Explanation: 2.60% decrease from FY19 budget.

Article 35: To see what sum the Town will vote to raise and appropriate for Animal Control (2600).

The Board recommends: **\$ 5,250**

Explanation: 1.94% (\$100) increase from FY19 budget for training.

Article 36: To see what sum the Town will vote to raise and appropriate for Public Services (3100).

The Board recommends: **\$ 229,479**

Explanation: 3.54% (\$7,856) increase from FY19 budget primarily due to the addition of the ReVision Power Purchase Agreement electricity expense showing under this budget. Other budgets that included electricity costs were reduced in kind. All costs for electricity are now budgeted here except for Street Lights and School.

Article 37: To see what sum the Town will vote to raise and appropriate for Solid Waste (3200).

The Board recommends: **\$ 165,315**

Explanation: 6.03% (\$9,401) increase from FY19 budget primarily due to need for chipping wood at the brush dump.

Article 38: To see what sum the Town will vote to raise and appropriate for Cousins Island Dock Reserve Fund (4400).

The Board recommends: **\$20,427**

Explanation: 4% (\$785) increase from FY19 budget per agreement with the Town of Yarmouth. This reserve fund is for the sole purpose of providing for the maintenance, capital repairs and eventual replacement of the Cousins Island Dock and/or the improvements to Wharf Road as described in the Agreement with Yarmouth.

Article 39: To see what sum the Town will raise and appropriate for Contributions (4600) and to authorize the Board of Selectmen to disburse the full amount.

Board of Selectmen recommends raising **\$124,500** and authorizing the Board of Selectmen to disburse the full amount according to this table:

Contribution Disbursement	Proposed 18-19 To be Raised	Notes
3150 Chebeague Island Library	25,000	Same as last year
3151 Chebeague Community Ctr.	34,500	Same as last year
3166 Island Council	7,000	Same as last year
3167 Chebeague Recreation Center	56,500	Same as last year
3169 Island Commons Res. Center	1,500	Same as last year
TOTAL	124,500	

Explanation: 0% (0) increase from FY19 budget. If approved the Selectmen will disburse the appropriated funds to the appropriate entities.

Article 40: To see what sum the Town will vote to raise and appropriate for Chebeague Recreation Center – Kids Place (4600-3168), and authorize the Board of Selectmen to disburse the full amount upon execution of a Memorandum of Understanding to be drafted.

The Board recommends: **\$10,000**

Explanation: 50% (\$10,000) decrease from FY19 budget.

Article 41: To see what sum the Town will vote to raise and appropriate for General Assistance (5810).

The Board recommends: **\$500**

Explanation: No change from FY19 budget.

Article 42: To see what sum the Town will vote to raise and appropriate for Health Services (5910).

The Board recommends: **\$ 2,000**

Explanation: No change from FY19 budget. This is to pay the duly appointed Health Officer.

Article 43: To see what sum the Town will vote to raise and appropriate for the Cemetery (6200).

The Board recommends: **\$ 13,325**

Explanation: 0.76% (\$100) increase from FY19 budget.

Article 44: To see what sum the Town will vote to raise and appropriate for Debt Service (6900).

The Board recommends: **\$ 388,249**

Explanation: 44.88% (\$120,275) increase from FY19 budget. \$220,754 for the Maine Municipal Bond Bank (MMBB) debt from the secession payout to Town of Cumberland, \$118,670 for the MMBB debt from the School Construction Project and \$48,825 for the Fire Truck note with Machias Savings Bank.

Article 45: To see what sum the Town will vote to raise and appropriate for Benefits & Insurance (7500).

The Board recommends: **\$ 181,960**

Explanation: 3.46% (\$6,078) increase from FY19 budget due primarily to an increase in health insurance costs.

Article 46: To see what sum the Town will vote to raise and appropriate for Street Lights (8100).

The Board recommends: **\$ 20,191**

Explanation: 86.95% (\$9,391) increase from FY19 budget because of the cost of contracted services for needed upgrades.

Article 47: To see what sum the Town will vote to raise, appropriate and authorize the Board of Selectmen to spend for unexpected expenses as they deem necessary for Contingency (8300).

The Board recommends: **\$ 14,000**

Explanation: 12.5% (\$2,000) decrease from FY19.

Article 48: To see what sum the Town will vote to raise and appropriate for Tax paid to Cumberland, 50% of Outer Islands Tax (8800).

The Board recommends: **\$ 48,045**

Explanation: 7.97% (\$3,545) increase to account for estimated increase in mil rate. As required in the law allowing Chebeague to secede from the Town of Cumberland, this article appropriates 50% of the property taxes committed by the Town of Chebeague Island from the Outer Islands.

Article 49: To see what sum the Town will vote to raise and appropriate for County Tax (8900).

The Board recommends: **\$ 149,526**

Explanation: 11.98% (\$15,994) increase from FY19 budget. Assessed to the municipality by Cumberland County.

Article 50: To see if the Town will authorize the Board of Selectmen, upon a majority vote of the Board of Selectmen, to exceed by no more than 10% annually, the amount authorized for each account approved in Article 26: through Article 49: above, so long as the overall amount spent for the sum total of those articles does not exceed the total appropriation approved for those articles.

Article 51: To see what sum the Town will raise and appropriate for Capital Improvements (9000).

Board of Selectmen recommends raising **\$249,000**.

Explanation: The table below shows the sum recommended by the Board of Selectmen for each capital account. Excluding the proposed Broadband amount of \$250,000 considered in Article 4, there is a 47% decrease (\$221,000) from FY19 budget. If both Article 4 and 51 pass, the increase in the capital account is 6.17% (\$29,000). The purpose of the capital account appropriations is to set aside funds for future infrastructure investment as well as vehicle and equipment expenditures. This reduces and avoids a large, one time, appropriation for major expenses in the future.

Capital Account	Approximate Current Balance	Proposed FY19 to be Raised	Estimated Balance
9010 Dredging	83,515	17,000	100,515
9012 Fire Ponds	4,771	0	4,771
9015 Stone Wharf Reserve	301,292	0	301,292
9016 Barge Ramps	10,241	0	10,241
9020 Floats & Gangways	32,289	0	32,289
9025 Fire Truck Reserve	54,255	0	54,255
9030 Facilities	5,082	0	5,082
9031 New Town Office	25,163	10,000	35,163
9032 Land Acquisition & Development	5,447	5,000	10,447
9033 Solar Array Purchase	0	10,000	10,000
9035 Vehicle Reserve	2,005	2,000	4,005
9040 Grant Matching Funds	27,476	0	27,476
9045 Revaluation Reserve	9,380	5,000	14,380
9050 Paving	264,777	150,000	414,777
9055 Public Works Equipment	324	10,000	10,324
9057 Recycling Compactors	15,088	5,000	20,088
9058 Easements & Drainage	29,166	35,000	64,166
9059 Cemetery Capital Reserve	6,174	0	6,174
9060 Harbormaster Vessel	10,289	0	10,289
9070 Coastal Access Fund	10,008	0	10,008
9192 Rescue Vehicles & Equipment	121,735	0	121,735
TOTAL	1,018,477	249,000	1,267,477

The total current balance of reserve accounts is available to the Board of Selectmen for the purpose defined for each account. This balance reflects the current balances at March 31, 2019.

Article 52: To see if the Town will vote to clarify the purpose of the Facilities (9030) Reserve as available to renovate and make improvements to Town owned buildings to include the Town Garage, Sand Shed, Transfer Station and Public Safety Building.

MUNICIPAL REVENUE BUDGET

Article 53: To see if the Town will authorize the Board of Selectmen to appropriate all funds raised for the overlay to fund any tax abatements and interest for fiscal year 2019-2020.

Explanation: This article allows the use of funds from the overlay (calculated by the Assessor when the mil rate is set) to be used for any abatements (including any interest).

Article 54: To see what sum the Town will authorize the Board of Selectmen to appropriate from the undesignated surplus funds to reduce the tax burden for fiscal year 2019-2020.

Board of Selectmen recommends: **\$ 150,000**

Explanation: A transfer from Undesignated Fund Balance is made to manage the fund balance and help lower the tax rate. According to the audited Financial Report at June 30, 2018, our undesignated fund balance was \$721,128. This is approximately 28% of the current FY19 operating budget and is higher than the allowable limits (16%-25%) based on the Board of Selectmen Undesignated Fund Balance Policy. In accordance with the policy, we are using \$150,000 toward the FY20 budget in an effort to reduce taxation.

Article 55: To see what sum the Town will vote to take from receipts, sources and designations, to apply against fiscal year 2019-2020 appropriations, and to accept any such funds from the State of Maine and the US Government as provided by the State Legislature or Federal Government for the fiscal year 2019-2020.

Board of Selectmen recommend: **\$ 444,465.**

Explanation: The total revenues from receipts, sources and designations includes: \$118,397 (from Article 25) plus \$150,000 (from Article 54) and \$176,068 from the following table:

Revenue Account	Proposed Budget
302 AGENT FEE	3,000
303 EXCISE TAX	100,000
304 BOAT EXCISE TAX	7,500
305 INTEREST & PENALTIES	5,000
316 SHELLFISH LICENSES	2,500
351 POLICE ISSUED FINES	2,500
366 BUILDING PERMITS	2,800
367 ELECTRICAL PERMITS	1,000
368 PLUMBING PERMITS	1,500
369 OTHER PERMITS	500
379 INTEREST INCOME	3,500
403 MOORING FEES	3,500
411 URBAN RURAL INIT PROGRAM	14,768
418 CHEB. ISLAND SOLID WASTE	20,000
501 STONE WHARF PERMITS	5,500
502 TRANSIENT TIE-UP FEES	2,500
TOTAL	\$176,068

OTHER MUNICIPAL ARTICLES

Article 56: To see if the Town will authorize the Board of Selectmen to accept and expend gifts provided that such gifts do not require expenditure of local funds not previously appropriated.

Article 57: To see if the Town will authorize the Board of Selectmen to submit grant proposals to other governmental entities or private, non-profit foundations for funding of general administration or project-specific expenditures, to accept such grants, and to expend them for their required purpose.

Article 58: To see if the Town will vote to authorize the municipal officers to make final determinations regarding the closing or opening of roads to winter maintenance pursuant to 23 M.R.S.A § 2953.

Article 59: To see if the Town will vote to set the date(s) that fiscal year 2019-2020 Real Estate Taxes are due as September 30, 2019 and March 31, 2020 and to charge interest at the rate of 8.0% per annum for fiscal year 2019-2020 Real Estate Property taxes paid after those dates.

Article 60: To see if the Town will vote to set the interest rates to be paid by the town on abated and overpaid taxes pursuant to 36 M.R.S.A. § 506-A at 4.0%.

Explanation: This rate must be equal to or no more than 4 percentage points lower than the rate set in the previous article.

Article 61: To see if the Town will vote to authorize the tax collector or treasurer to accept, without interest, prepayments of taxes not yet committed pursuant to 36 M.R.S.A § 506.

Explanation: This article is necessary to ensure that the bonds covering the treasurer and tax collector will apply to any property tax accepted by them which has not yet been legally committed by the assessor to the collector.

Article 62: To see if the town will vote to authorize the Board of Selectmen to dispose of town-owned assets (excluding land) with a value of \$10,000 or less, under such terms and conditions as they deem advisable.

Explanation: This article avoids the necessity of calling a special town meeting every time the town has personal property of little value that the Board of Selectmen wish to sell or otherwise dispose of.

Article 63: To see if the Town will conduct a candidates forum here and now to allow the voters to hear statements from candidates (if they wish to make a statement) for the office of selectmen and school committee (both candidates whose names appear on the ballot as well as those interested in being write-in candidates). Each statement is limited to 3 minutes.

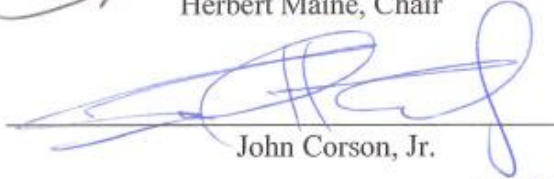
Explanation: The Town adopted the secret ballot election and voting method on November 19, 2011. This means that the election of both selectmen and school committee members, shall be conducted by secret ballot at the voting polls on June 11, 2019, rather than during the open town meeting. Although any party interested in being elected may speak, no nominations are accepted as part of this forum. In order for a candidate's name to appear on the ballot he or she must have filed nomination papers in accordance with 30-A M.R.S.A. § 2528.

Article 64: To adjourn the Annual Town Meeting until June 11, 2019 8:00 AM so that secret ballot votes for local elections (Article 2) may be held at the Chebeague Island Hall Community Center, 247 South Road, and then after the closing of the poll at 8:00 PM and the announcement of the results by the moderator, to adjourn the Town Meeting.

Given unto our hands this 8th day of May, 2019, at Chebeague Island, Maine


Herbert Maine, Chair


David Hill


John Corson, Jr.


Mark Dyer


Jean-Louis Beaupré

Chebeague Island Board of Selectmen

EXHIBIT A

PROHIBITION OF SALE OR USE OF CONSUMER FIREWORKS

Section 1. Purpose

No person shall use, sell, possess with the intent to sell or offer for sale consumer fireworks within the Town of Chebeague Island or from any watercraft within the waters of the Town of Chebeague Island except as hereinafter provided.

Section 2. Definitions

- i. For the purposes of this ordinance, “consumer fireworks” shall have the same meaning as provided in Title 8 MRSA Section 221-A. The term consumer fireworks does not include toy pistols, toy canes, toy guns or other devices in which paper caps or plastic caps containing 25/100 grains or less of explosive compound are used if they are constructed so that the hand cannot come in contact with the cap when in place for the explosion, toy pistol paper caps or plastic caps that contain less than 20/100 grains of explosive mixture, sparklers that do not contain magnesium chlorates or perchlorates or signal, antique or replica cannons if no projectile is fired.
- ii. This section shall not apply to a person issued a fireworks display permit issued by the State of Maine pursuant to Title 8 MRSA Section 227-A.

EXHIBIT B

CONSUMER FIREWORKS ORDINANCE

Section 1. Purpose

The purpose of this Ordinance is to prohibit the sale and restrict the use of consumer fireworks to ensure the safety of the residents and property owners of the Town of Chebeague Island and of the general public.

Section 2. Authority

This Ordinance is adopted pursuant to and consistent with the Municipal Home Rule Powers as provided for in Article VIII, Part 2, Section 1 of the Constitution of the State of Maine and Title 30-A M.R.S. § 3001, and the provisions of 8 M.R.S. § 223-A.

Section 3. Definitions

The following words, terms and phrases, when used in this Ordinance, shall have the same meanings ascribed to them as in 8 M.R.S. § 221-A, as may be amended from time to time, except where the context clearly indicates a different meaning:

Consumer Fireworks. "Consumer fireworks" has the same meaning as in 27 Code of Federal Regulations, Section 555.11 or subsequent provision, but includes only products that are tested and certified by a 3rd-party testing laboratory as conforming with United States Consumer Product Safety Commission standards, in accordance with 15 United States Code, Chapter 47. "Consumer fireworks" does not include the following products:

- A. Missile-type rockets, as defined by the State Fire Marshal by rule;
- B. Helicopters and aerial spinners, as defined by the State Fire Marshal by rule; and
- C. Sky rockets and bottle rockets. For purposes of this definition, "sky rockets and bottle rockets" means cylindrical tubes containing not more than 20 grams of chemical composition, as defined by the State Fire Marshal by rule, with a wooden stick attached for guidance and stability that rise into the air upon ignition and that may produce a burst of color or sound at or near the height of flight.

Note: The products listed above in subsections A, B, and C are illegal to sell, use or possess in Maine except by State licensed pyrotechnicians as part of a permitted fireworks display.

Fireworks. "Fireworks" means any:

- A. Combustible or explosive composition or substance;
- B. Combination of explosive compositions or substances;
- C. Other article that was prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation, including blank cartridges or toy cannons in which explosives are used, the type of balloon that requires fire underneath to propel it, firecrackers, torpedoes, skyrockets, roman candles, bombs, rockets, wheels, colored fires, fountains, mines, serpents and other fireworks of like construction;
- D. Fireworks containing any explosive or flammable compound; or
- E. Tablets or other device containing any explosive substance or flammable compound.

The term "fireworks" does not include consumer fireworks or toy pistols, toy canes, toy guns or other devices in which paper caps or plastic caps containing 25/100 grains or less of explosive compound are used if they are constructed so that the hand can not come in contact with the cap when in place for the explosion, toy pistol paper caps or plastic caps that contain less than 20/100 grains of explosive mixture, sparklers that do not contain magnesium chlorates or perchlorates or signal, antique or replica cannons if no projectile is fired.

Section 4. Sale of Consumer Fireworks Prohibited

No person shall sell or offer for sale consumer fireworks within the Town of Chebeague Island.*

Section 5. Consumer Fireworks Use Permit Required

Under conditions specified here and below, a person must first obtain a written consumer fireworks use permit from the Town of Chebeague Island before using consumer fireworks. An application for a permit must be filed with the Town at least two (2) days before the proposed date of use and include, at a minimum, the name and address of the applicant, date of application, date of proposed use, hours and duration of use, location of use, written permission of landowner if location is not on land owned by applicant or the Town, and signature of applicant. If the proposed location is in the intertidal zone, written permission must be provided by upland landowner(s). No permit may be issued to an applicant who is less than 21 years of age.

The Town may issue a permit if it is found that the use meets the following requirements and will not create a fire danger, a danger to the persons at the location of the anticipated use, or a danger or nuisance to the general public.

- (a) The Town assumes no liability for injuries that result from the use of consumer fireworks regardless of the status of a permit.
- (b) A permit only may be issued for the following days and during the following times:
 - i. July 3rd, beginning at 9:00 a.m. and ending at 10:00 p.m.;
 - ii. July 4th, beginning at 9:00 a.m. and ending at 12:30 a.m. the following day;
 - iii. December 31st, beginning at 9:00 a.m. and ending at 12:30 a.m. the following day;
 - iv. January 1st, beginning at 9:00 a.m. and ending at 10:00 p.m.
 - v. Rain dates may be determined at the discretion of the Town Administrator.
- (c) A written permit may be issued to use consumer fireworks on the Island, with written permission of (as applicable):
 - i. The owner;
 - ii. In the case of intertidal zone sites, any upland landowners;
 - iii. In the case of Town-owned land or upland sites, the Town Administrator;
 - iv. The Fire Chief.
- (d) Applicants will be responsible for cleaning up any debris left by fireworks displays and restoring the area to its previous condition.

Section 6. Acts Prohibited by State Law

Pursuant to 8 M.R.S. § 223-A, as may be amended from time to time, a person may not knowingly procure, or in any way aid or assist in procuring, furnish, give, sell or deliver consumer fireworks for or to a person under 21 years of age; or allow a person under 21 years of age under that person's control or in a place under that person's control to possess or use consumer fireworks. A person under 21 years of age may not purchase, use or possess consumer fireworks within the State or present to a person licensed to sell consumer fireworks any evidence of age that is false, fraudulent or not actually the person's own for the purpose of purchasing consumer fireworks.

Section 7. Violation and Enforcement

- (a) **Penalty for sale violation.** Any person who sells consumer fireworks in violation of the provisions of this Ordinance shall commit a civil violation punishable by a penalty of one thousand dollars (\$1,000.00) plus attorney's fees and costs, to be recovered by the Town of Chebeague Island for its use. Each day such violation occurs or continues to occur shall constitute a separate violation.
- (b) **Penalty for use violation.** Any person who uses consumer fireworks in violation of the provisions of this Ordinance shall commit a civil violation punishable by a penalty of two hundred dollars (\$200.00) plus attorney's fees and costs, to be recovered by the Town of Chebeague Island for its use. Each day such violation occurs or continues to occur shall constitute a separate violation.
- (c) **Injunction.** In addition to any other remedies available at law or equity, the Town of Chebeague Island, acting through its Town Administrator, may apply to any court of competent jurisdiction to enjoin any planned, anticipated or threatened violation of this Ordinance.
- (d) **Seizure & disposal of consumer fireworks.** The Town may seize consumer fireworks that the Town has probable cause to believe are used in violation of this Ordinance and shall forfeit seized consumer fireworks to the State for disposal.

Section 8. Exception

This Ordinance does not apply to a person issued a fireworks display permit by the State of Maine pursuant to 8 M.R.S. § 227-A. Display has the same meaning as in 8 M.R.S. § 221-A(3).

Section 9. Severability

In the event that any section, subsection or portion of this Ordinance shall be declared by any court of competent jurisdiction to be invalid for any reason, such decision shall not be deemed to affect the validity of any other section, subsection or portion of this Ordinance.

Section 10. Effective Date

This Ordinance shall become immediately effective upon approval at Town Meeting.

**Note: State law prohibits the sale and possession of all fireworks, with the exception of consumer fireworks, which are small fireworks devices as defined under state law. See 8 M.R.S. §§ 221-A, 223. By prohibiting the sale of consumer fireworks, the Town is effectively prohibiting the sale of all fireworks in the Town of Chebeague Island.*

EXHIBIT C

AGREEMENT BETWEEN The Yarmouth School Committee And The Chebeague Island School Committee

Tuition Contract

This Tuition Contract (“Contract”) for the education of students grades 6 through 12 is made and entered into this ____ day of _____, 2019, by and between the Town of Chebeague Island School Committee (“Chebeague”) and the Yarmouth School Committee (“Yarmouth”).

In consideration of the mutual covenants and agreements contained herein and the mutual benefits to be derived therefrom, the parties agree as follows:

1. **Provision of Services.** During the Term, as defined below, Yarmouth will provide the following services to the Town of Chebeague Island:
 - A. **School Instruction.** Commencing on July 1, 2021 and through June 30, 2031, Yarmouth will provide school instruction for grades 6 through 12, in accordance with the requirements of Maine law for the resident pupils from the Town of Chebeague Island entitled by law to receive such instruction, as provided herein.
 - B. **Rights and Duties.** Tuition students from Chebeague Island shall be entitled to all the services and benefits, and shall be subject to the same rules, requirements, fees, payments or other terms, as resident students in Yarmouth, except as otherwise provided in this Contract.
 - C. **Enrollment.** All Chebeague students in grades 6-12 shall attend Yarmouth schools exclusively. Students from Chebeague in grades 6-12 who wish to attend school elsewhere may do so at the family’s expense.
 - D. **School Calendar.** Yarmouth agrees to notify Chebeague of its school calendar for the following school year by June 1 of the preceding school year.
 - E. **Transportation.** Yarmouth will provide transportation for students residing in the Town of Chebeague Island in accordance with the Yarmouth school schedule once daily each way from a ferry dock in the Town of Yarmouth designated by Chebeague to the Yarmouth schools and from the schools back to the ferry dock.

2. Tuition.

A. The annual tuition rates for each year shall be calculated as follows:

- i. Grades 6-8: Yarmouth's per student cost for the preceding year as calculated by the Commissioner in accordance with Title 20-A Maine Revised Statutes, Section 5804 plus an annual debt service factor equal to the per pupil debt service for costs approved during the November 2018 referendum for expansion/renovation at Harrison Middle School in the previous year.
- ii. Grades 9-12: The sum of Yarmouth's expenditures for public education divided by the number of students, calculated in accordance with Title 20-A Maine Revised Statutes, Section 5805(1) plus an annual debt service factor equal to the per pupil debt service for costs approved during the November 2018 referendum for expansion/renovation at Yarmouth High School in the previous year.

B. Additional Charges.

- i. **Special Education.** Any additional costs and expenses incurred by Yarmouth attributable to the provision of special education services to special education students from the Town of Chebeague Island (including the costs and expenses, including attorneys' fees, arising from or related to any contested special education plan or decision) must be paid in their entirety, notwithstanding Section 2(B) of this Contract, by the Town of Chebeague Island. Said costs shall be computed in accordance with Maine Unified Special Education Regulation XVIII(2)(2008)(and as amended). Yarmouth shall bill the Town of Chebeague Island monthly, in arrears, for the costs of providing these services to Chebeague students. Yarmouth will provide the Chebeague School Committee with an accounting of such costs that is sufficient to apprise the Chebeague Island Committee of the educational and financial basis for the calculations.
- ii. **Career and Technical Education.** Any additional costs and expenses incurred by Yarmouth attributable to the provision of career and technical education to students from the Town of Chebeague Island, including tuition, capital outlay, transportation, and any other related costs.
- iii. **Capital Expenditures.** The per pupil cost (total cost divided by total students, multiplied by number of Chebeague students) of Yarmouth's expenditures for capital projects at Harrison Middle School and Yarmouth High School for any project in excess of \$100,000 per fiscal year, so long as that project is for the express purpose of increasing capacity to meet enrollment growth.

C. **Transportation costs.** All transportation costs of students from the Town of Chebeague Island to and from Yarmouth school property, save those outlined in section 1(E) including extra bus runs and ferry service, must be provided and paid for by the Town of Chebeague Island. However, if Yarmouth transports students to or from a satellite program or an off-site location, the parties agree that Yarmouth shall bill the Town of Chebeague Island only to the extent that Yarmouth incurs increased transportation costs to and from such location with respect to students from the Town of Chebeague Island.

3. **Communication.** The Superintendents for Yarmouth and Chebeague shall confer and meet as necessary to discuss any issues relating to the services under this Contract.

4. **Term.** This Contract shall commence on July 1, 2021 and expire on June 30, 2031.

5. **Termination.**

- A. The parties may terminate this agreement at any time based on mutual agreement.
- B. Yarmouth shall also have the right to terminate this agreement if it determines, in its sole discretion, that continuing to accept the Chebeague Island students will result or has resulted in overcrowding of certain grades and/or school or schools or will result or has resulted in other conditions in the schools that are unacceptable to Yarmouth. In such case, Yarmouth shall provide advance notice of not less than 24 months to Chebeague and the parties shall, in the interim, negotiate the equitable provisions for transition of students out of Yarmouth schools. In the event of termination, Chebeague students enrolled in Yarmouth schools at the time of termination shall be allowed to continue in Yarmouth until completion of grade 12, with all other terms of this agreement applied. Yarmouth agrees that, prior to terminating under this provision, it shall discuss alternatives and options, in good faith, with Chebeague; provided, however, that this obligation to discuss shall not be interpreted to limit Yarmouth's right to terminate under this provision. Yarmouth shall comply with any applicable state law requirements in the event of a termination under this provision.
- C. Yarmouth reserves the right to deny enrollment to Chebeague Island students if intervening circumstances make it either impossible or impractical for Yarmouth to either enroll or retain the Chebeague Island students. It is agreed that this provision shall apply only in exceptional circumstances, including but not limited to, the loss or destruction of

school buildings. Representatives from Yarmouth and Chebeague will negotiate appropriate interim or transition measures in such circumstances.

6. Renewal. The parties agree to meet and attempt to negotiate the terms of a subsequent contract during or before the 2027-28 school year.

7. Notice. Any written notice or certification required or permitted to be given under the terms of this Contract shall be given by one or more of the following methods: (a) by delivery in hand; (b) by fax; (c) by courier or delivery service; or (d) by mail. If mailed by certified mail, return receipt requested or delivered by other means providing proof of delivery, the notice or certification is effective on the date it is received. If mailed by regular delivery, postpaid and properly addressed, the notice or certification is deemed to have been received three business days after the date of mailing and is effective on that date. Notice shall be given to the parties' superintendents of schools.

8. Dispute Resolution. In the event that a dispute concerning the interpretation, performance and/or breach of this agreement between the parties cannot be resolved by informal means, the parties agree that, before resorting to litigation, they will submit the dispute to confidential mediation and will engage the assistance of a mediator appointed by mutual agreement of the parties. If the parties are unable to agree on a mediator, the mediator shall be selected by the Commissioner of Education. The parties will participate in such mediation in good faith. No party shall be prejudiced by any position taken by that party during mediation, and no party shall be bound by any recommendation of the mediator unless the party accepts it. If the parties are not able to reach agreement with the assistance of the mediator, then they retain all rights and remedies provided by law, including the right to initiate and pursue litigation.

9. Entire Agreement and No Alteration. This Contract constitutes the entire understanding of the parties. It supersedes any and all prior agreements between the parties. There are no representations or covenants other than those expressly set forth herein. This Contract may not be modified except by writing executed by both parties.

10. Severability and Enforcement. If any of the provisions of this Contract is held to be void and unenforceable, all the other provisions hereof shall nevertheless continue in full force and

effect. The parties agree that any unenforceable provision may be reformed by a court of competent jurisdiction and, as reformed, enforced.

11. No Assignment and Binding Effect of Contract. This Contract is binding upon the Chebeague School Committee and Yarmouth without further authorization or approval. Neither the Chebeague School Committee nor Yarmouth may assign their respective rights and duties under the Agreement without the prior written consent of the other. This Contract shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties and the parties agree, for themselves, their successors and assigns, to execute any instruments and to perform all acts which may be necessary or proper to carry out the purposes of this Contract. In the event that Yarmouth or the Chebeague School Committee are consolidated, reorganized, or regionalized into a different school unit, this Contract shall be binding on any such school unit.

12. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original but all of which, when taken together, shall be and constitute the Contract.

13. Good Faith. The parties mutually agree that they will cooperate with each other in the administration of this Contract according to its terms and will execute any and all documents, instruments and writings necessary to give effect to the intent and purpose of this Contract.

THE PARTIES HAVE READ THIS ENTIRE CONTRACT AND AGREE AND CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN.

IN WITNESS WHEREOF, this Contract has been executed by the parties as of the date first above written.

CHEBEAGUE ISLAND
SCHOOL COMMITTEE

YARMOUTH
SCHOOL COMMITTEE

By: _____
Its:

By: _____
Its: