

MAINE STATE LEGISLATURE

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NINETY - THIRD LEGISLATURE

Legislative Document

No. 944

H. P. 1265

House of Representatives, February 14, 1947.

Transmitted by revisor of statutes pursuant to joint order

Referred to Committee on Education. Sent up for concurrence and ordered printed.

HARVEY R. PEASE, Clerk.

Presented by Mr. Lacharite of Brunswick.

STATE OF MAINE

IN THE YEAR OF OUR LORD NINETEEN HUNDRED
FORTY-SEVEN

AN ACT Relating to High School Facilities in Brunswick and Certain Nearby Towns.

Emergency preamble. Whereas the town of Brunswick by agreement with the towns of Bowdoin, Bowdoinham, Durham, Harpswell and Tops-ham is now furnishing in its high school building school facilities to approximately 188 high and junior high tuition pupils, in addition to approximately 642 Brunswick pupils; and

Whereas it is expected that in the fall of 1947 at least 88 additional high and junior high pupils must be accommodated from Brunswick, and at least 49 additional such pupils from the other 5 towns named; and

Whereas the present Brunswick high school building was designed to accommodate but 700 pupils; and

Whereas a new building or an addition to the existing building must be built by the fall of 1947 to care for expected enrollment; and

Whereas it appears that a contract between Brunswick and other towns desiring to send tuition pupils to Brunswick may be practicable, whereby Brunswick will build and maintain the building, and the other towns during a period of years will repay the cost thereof; and

Whereas only by immediate legislative approval of such a contract will the towns affected be enabled to enter into such a contract at a date early enough to permit construction to go forward in the spring and summer of 1947 so that the building will be ready for occupancy in the fall of 1947; and

Whereas, in the judgment of the legislature, these facts create an emergency within the meaning of the constitution of Maine, and require the following legislation as immediately necessary for the preservation of public peace, health and safety; now, therefore,

Be it enacted by the People of the State of Maine, as follows:

Sec. 1. Contract authorized. The town of Brunswick, hereinafter called Brunswick, which term shall include any school district or quasi-municipal corporation as hereinafter set forth, is hereby authorized to enter into a contract with the towns of Bowdoin, Bowdoinham, Durham, Harpswell and Topsham, or with any two of them, which towns so contracting with Brunswick are hereinafter called the tuition towns, with terms and conditions substantially as hereinafter set forth.

Sec. 2. Contract terms; Brunswick to build and maintain a building. As soon as practicable after entering into the contract, Brunswick at its own expense, and on its own land, is to build, equip and thereafter maintain in the same manner as its existing high school building is equipped and maintained, a school building or an addition to its existing high school building, sufficient to accommodate at least 240 high and junior high pupils from the tuition towns, or sufficient with the existing high school building to accommodate in all a total of at least 950 pupils.

Sec. 3. Repayment of building costs. The contract is to fix an annual amount to be paid on or before July 1 during an agreed period of years by the tuition towns to Brunswick, prorating among the tuition towns an amount estimated to be sufficient during the agreed period of years to reimburse Brunswick for overhead charges for maintenance of the building, interest and amortization during the agreed period of years of the audited cost of the building. The proportion for each tuition town shall be based on the average number during recent years, and the expected future number, of tuition pupils from the tuition towns, taking into consideration the populations and assessed values of the tuition towns and such other elements as may be considered reasonable by the contracting parties in arriving at the agreed amount.

Sec. 4. Brunswick to educate tuition pupils. During the agreed period of years Brunswick is to accept from the tuition towns and furnish with

instruction, supervision, books and supplies equivalent to what is furnished Brunswick pupils and as if in all respects the tuition pupils were Brunswick pupils, a minimum of 240 pupils from tuition towns, if desired by the tuition towns, and as many more such pupils as can reasonably be accommodated.

Sec. 5. Tuition charges. The tuition towns are to pay pro-rata share of the direct cost of education per pupil, including transportation if paid by Brunswick, as audited and approved by the state department of education and subject to no ceiling.

Sec. 6. Renewal of contract. The contract is to be subject to renewal by the school committee and selectmen acting for any of the tuition towns for a period of 10 years or such other period as may be agreed upon with Brunswick, the overhead charges during the renewal period to be set at an amount which omits interest and amortization, and adjusts maintenance in accordance with the prospective charges and the experience of the last 5 years of the original term of years, either as may be agreed upon between the contracting towns or as determined by the state department of education.

Sec. 7. Subsequent contracts; modifications. In accordance with votes of the contracting towns subsequent contracts with terms and conditions similar to the original contract may be made in the event that further construction or substantial additions to equipment become desirable. Modifications of the contract not inconsistent with the terms of this act, including the admission as contracting parties of additional towns, may be made for the contracting parties, by their school committees and selectmen.

Sec. 8. Destruction of building. In the event that the building or a substantial part of its equipment is destroyed or seriously damaged by fire or other casualty, the obligation of Brunswick under section 4 is to be suspended pending repairs or reconstruction, but the tuition towns shall remain liable for their several payments under section 3 plus their pro rata share of any net principal cost of repairs and renewals above the amount of insurance collected.

Sec. 9. Successor corporations. The rights and obligations of any contracting party may be assumed by any school district or quasi-municipal corporation so authorized by its charter.

Sec. 10. Advisory board. An advisory board composed of one member from the school committee of each tuition town, selected by the committee of which he is a member, is to represent the tuition towns in carry-

ing out the administration of the contract in behalf of those towns with the Brunswick school committee representing Brunswick.

Sec. 11. Operative dates; additional terms. This act shall become operative upon its adoption in town meeting by Brunswick and at least 2 tuition towns, and thereafter the contract hereby authorized will become operative when made for their several towns by the school committees and selectmen of Brunswick and at least 2 tuition towns. The contract may incorporate such terms and conditions not inconsistent with this act as may be agreed upon, and shall incorporate such terms and conditions not inconsistent with this act as may be specified by any of the towns when adopting this act.

Emergency clause. In view of the emergency cited in the preamble, this act shall take effect when approved.