

U.S. DISTRICT COURT  
BANGOR, MAINE  
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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF MAINE BY \_\_\_\_\_ DEPUTY CLERK

**PRO SE CIVIL COMPLAINT**  
(revised)  
**JURY TRIAL REQUESTED**

**FEDERAL CONSTITUTION QUESTION**  
Case No. 1:14-cv-00515-DBH

1. Robert L. Cousins 45 Harbor Dr. Bass Harbor, Maine 04653
2. Judy A. Cousins 45 Harbor Dr. Bass Harbor, Maine 04653

plaintiffs

v.

3. Fire Chief Keith Higgins, 16 Mitchell Lane, Bernard, Maine 04653
4. Capt. Heath Higgins, 14 Mansell Lane, Southwest Harbor, Me., 04679
5. Asst. Chief Tadd Jewett, 14 Mt. Gilboa Rd., Tremont Me. 04653
6. (former) Fire Chief Wayne Patton, 227 Tremont Rd., Tremont, Me. 04653
7. Firefighter Matthew Lindsley, Mcenroe Rd. Southwest Harbor, Me. 04679
8. Firefighter Matthew Tetreault, Rt. 102, Tremont, Me. 04653
9. SWH Firefighter Colton Sanborn, 191 Seal Cove Rd., Southwest Harbor, Me. 04679
10. SWHVFD Chief Samuel Chisolm, 100 Seal Cove Rd., Southwest Harbor, Me. 04679
11. MDIslander reporter Mark Goode, Rt. 102, Tremont, Me. 04653
12. William Weir, Tremont VFD secretary, 154 Tremont Rd., Tremont, Me. 04653
13. Alan L. Baker, publisher, MDIslander, 310 Main St., Bar Harbor, Me. 04609
14. Earl Brecklin, editor, MDIslander, 310 Main St. Bar Harbor, Maine 04609

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15. Jointly and severably, all defendants individually, and in their official capacity
16. Plaintiffs complains and for causes of action on information and belief allege as follows: The proximate cause of destruction of our business and home was the assumption of duty and the breach thereof by Tremont VFD, SWHVFD. The Town of Tremont, MDIslander have added the air of wrongdoing to our reputation preceding the unconscionable act.

Plaintiffs could have put the fire out in short order with another fire extinguisher. The fire would have been quickly suppressed. The fire department assumed and breached the duty the plaintiffs had assumed in personal nonfeasance in prevention, inaction, action, or protection. Breach of trust and breached fiduciary obligations based on the dependency relationship and duty thereby precipitated the event and destruction of our business and home by willful and wanton malicious intent. Vulnerability, with protection assumed through trust in another whose aid or protection is sought in some manner such as fire suppression is a firefighter's creed. In such a relation good conscience requires that the fiduciary is to act at all times for the sole benefit and interest of the one who trusts. It was reasonably foreseeable that if they did not put water on the fire that the structure would burn down. The proximate cause was the breach of the obligation to assume the duty showing deliberate indifference to the appropriate course of action was intentional and reckless, extreme and outrageous. This circumstance underscores the misplaced trust of the public thus served.

17. The first time we met Defendant ex-Fire Chief Wayne Patton, as a planning board member, he recused himself from participation on our application before the board.

18. Defendant Patton then told the Tremont VFD that they were not allowed to frequent Cap'n Nemo's Restaurant, disparaging our business.
19. Defendant Patton complained to the select board about Cap'n Nemo's to stir the pot.
20. As a Town of Tremont selectman, Defendant Heath Higgins disparaged our reputation. He called for an executive session knowing that we were not going to be able to attend.
21. We were charged with a violation of our entertainment license. Defendant Selectman Heath Higgins was the lone vote against us. The town attorney determined that we had not violated our license.
22. As a fireman Capt. Heath Higgins spread rumor to the select board that we had borrowed our Ansul fire suppression system from a friend and returned it after the inspection.
23. Defendant Chief Keith Higgins failed to establish command at the fire.
24. Selectman Lester Clossen, on many occasions slandered us with false information that damaged our reputation.
25. On December 4, 2013, Cap'n Nemo's Restaurant and the Cousins family residence was purposefully and unnecessarily allowed to burn to the ground to include our son's boat, our storage shed, and even the lobster tank fifteen feet from the restaurant while firefighters joked around.
26. Upon the arrival of the Tremont VFD to the fire from their bimonthly meeting (coincidentally), in a four minute response, Defendant Capt. Heath Higgins entered the side door. Plaintiff Bob Cousins was coming down the stairs to get another fire extinguisher. Plaintiff told him, "I almost had it out, I just need another extinguisher". At that point it was just a small fire on the top floor of the lighthouse. Plaintiff

was standing beside it until the extinguisher ran out. Defendant assured me that it would be put out, but that I had to leave. The Tremont Volunteer Fire Department assumed the duty and reneged by allowing the tower to burn for a full two hours to the restaurant level, and allowed it to burn the entire restaurant for three more hours.

27. Defendant Capt. Higgins sprayed a truckload of water off the fire never hitting it with any water whatsoever in abrogation of his duty
28. One honest firefighter left the scene stating “this is bullshit”.
29. Firefighter Sarah MacQuinn quit the fire department as a result, and was severely treated, demeaned, and ridiculed because she came to us to report the truth. Her life was threatened by Matthew Tetreault. She was defamed to fire departments from all around Mount Desert Island area by Defendant Chief Keith Higgins.
30. When the firefighters were donning their gear at the station, and before he had even seen the fire, Defendant Chief Keith Higgins reminded everyone that, “it would be a defensive attack and under no circumstances would anybody be allowed to go interior”.
31. Defendant Chief Keith Higgins would later state to a reporter, “I looked in the front door, and seeing the extent of the fire, decided not to send anybody in”. He stated on the radio that it was “fully engulfed”. He would later switch to another frequency.
32. Seven responding fire companies arrived in mutual aid, some in SCBA gear ready to go interior, and asking to do so were told to stand by down the street. In an hour they returned to see if they could help. They were ordered to retreat once again to the staging area. They left the fire scene to go home and go to bed 2 ½ hours later carrying with them the precious water that was not forthcoming from local sources.
33. The tanker truck had broken down for the negligent lack of maintenance.
34. The actions of Fire Chief Keith Higgins that night constituted a conscious and

flagrant indifference. Over 35,000 gallons of water was sprayed that night, enough to fill the lighthouse tower.

35. Secretary William Weir knew of the 'surround and drown' and had the duty to protect. He knew of the theft reported by MacQuinn, of Tetreault from the fire-scene.
36. The Southwest Harbor ladder truck was purposefully positioned 70 yards away from the fire. Defendant Southwest Harbor Fire Chief Chisolm directed an entire load of water (at 2500 gallons a minute) directly over the burning tower to our neighbor's roof, he was being very careful not to get the fire wet. That was the first and last time they would use the critical ladder truck that night.
37. Defendant Chief Keith Higgins displayed his bad faith when he stated in a letter to the State Fire Marshal in Augusta that we were "almost a joke" in malicious and disparaging communication.
38. Heath Higgins tarnished our reputation in public telling people that, " we were bad, and don't go there", interfering with our business reputation.
39. Defendant Mark Goode, a reporter with the MDIslander had published libelous story saying that we had pumped our sewage holding tanks onto the road.
40. Defendant Heath Higgins owned the Moorings Restaurant two miles from Nemo's.
41. Contingency plans to let us burn down should we catch fire were discussed at fire meetings. At the last meeting before the fire occurred, Cap'n Nemo's was discussed as to be a "surround and drown" violating our constitutional equal protection rights. Firefighters in attendance of the meetings knew of the plan.
42. Minutes from fire department meetings that would outline the 'plan' for Nemo's to be allowed to burn have been spoliated. Multiple requests have been unfruitful both from Chief Higgins and as well Dana Reed as the Tremont information officer. The response we got from Mr. Reed was, "He (Chief Higgins) said that he doesn't have

43. William Weir, Tadd Jewett, Heath Higgins, Samuel Chisolm, Thomas Chisolm, Colby Sanborn had a duty to intervene breached by allowance and accomplishment of multiple actions against our business in abrogation of the duty to protect.
44. On 1/6/2011 the State Fire Marshals showed up to Plaintiff's for a surprise inspection. We paid the required permit fee for the dance hall permit.
45. . redacted
46. On 3/31/2011, Defendant Keith Higgins forwarded an email from the Fire Marshal to the Town of Tremont in regard to Cap'n Nemo's, adding that "He has asked that this information be kept within your office. This is because on prior occasion information was released to them in advance."
47. There was no public comment by Chief Keith Higgins at the 4/18/2011 Public hearing in regard to Cap'n Nemo's Special Amusement Permit. Yet at the 4/25/2011 Special Selectman's meeting, he presented a document from the Fire Marshal's Office pertaining to Cap'n Nemo's and "possible life safety code violations". He stated, "The Fire Marshal would be coming to issue a violation and he wanted the select board to be aware the Fire Marshal was coming." On 5/2/2011 Defendant Chief Keith Higgins submitted the same report once again stressing that "he was there to keep the selectmen informed. The issues between the Fire Marshal and Cap'n Nemo's does not involve the Town in anyway." On 6/23/2011 the State Fire Marshal inspected Cap'n Nemo's and determined that enough progress had been made to authorize the permit with an increase in occupancy.
48. The Fire Marshal also stated that he did not know who provided false information to the MDI reporter. (that we had a long list of uncorrected life safety code violations) Defendant Mark Goode spread the rumor in the MDI Islander.

49. On 4/27/2012 Chief Keith Higgins submitted a letter to Millard Billings regarding Fire Protection Device Emplacement (water points on bridges and wharfs). "We find these devices of great importance to protect the town's property and protect the surrounding community..." Tremont did not install these critical water points.
- 50 On 6/4/2012 Defendant Chief Keith Higgins sent an email to the Town Manager concerning the traffic congestion on Flat Iron road due to a trailer loaded with traps. Town Manager Millard Billings stated that the deputies informed him that the trailer was parked legally.
51. On 6/18/2012 Chief Keith Higgins attended a public hearing for the consideration of applications for Cap'n Nemo's Special Amusement Permit. Motion passed. On 7/2/2012 the board was given copies of the email from Chief Keith Higgins from the State Fire Marshal office which requested that the Special Amusement permit be held by the town. Town Attorney responded that neither the Town Manager nor the CEO have the authority to hold up an application that has been approved by the select board.
52. Defendant Chief Keith Higgins called for police backup for a rowdy crowd before he arrived on scene of the Cap'n Nemo's fire of December 4, 2013.
53. Police were called allegedly because the crowd was throwing rocks at the firefighters. Heath Higgins had requested the crowd to throw rocks to break out a window, placing the rock throwers directly under a burning live electric service wire in flagrant disregard of their lives. He relieved his backup, firefighter Sarah McQuinn on the hose and told her to go find something to do on the other side when she pointed out the impending danger. Breaking the window would have accelerated the fire.

54. Heath Higgins drained an entire truckload of water on the fire, concentrating on an area 25' below the flames. At one point an observer grabbed the hose to give him slack to aim the hose at the fire. He did not adjust his aim. The water ran out. Plaintiff Judy Cousins asked, "Wheres the water?" to which Higgins replied, "In the harbor."
55. Asst. Chief Tadd Jewett spoke to Plaintiffs during the fire. When asked why no water was being put on the fire he stated that they were worried about flare-up.
56. Defendant Chief Keith Higgins failed to establish command. Tremont Fire Department was not communicating on state or county channel. Instead, they switched to Bar Harbor frequency without telling mutual aid leaving responding fire departments without direction. Defendant Chief Keith Higgins directed mutual aid to stand down and remain at the staging area until further notice. *After an hour of standing around, mutual aid again requested to assist. After 2 1/2 hours, their manpower and 5500 gallons of precious water went home unutilized.* Defendant Chief Keith Higgins stated to the media that the biggest problem was that he ran out of water.
57. Tremont engine 6 hydraulic water pressure pump failed. Engine 6 was not inspected.
58. Some drivers did not have the proper EVOC certification to drive the equipment.
59. A 10 year firefighter Sarah MacQuinn met with defendant Chief Keith Higgins the next morning to retrieve forgotten gear. He stated, "we'll have to find another way to run them out of town, they have too much support. They have \$5000 in donations already." Sarah MacQuinn quit the Department claiming, "I cannot unsee what I saw, and unhear what I heard."
60. Sarah MacQuinn reported a shoulder injury when a part of a fence fell on her.

Defendant Chief Keith Higgins refused to report her injury to proper authorities. When she approached Dana Reed at the town hall concerning the lack of concern and duty on the part of Defendant Higgins, Reed directed her to seek redress directly with Defendant Chief Higgins. When she approached the fire hall, Defendant Capt. Heath Higgins would not let her get out of her car. He banned her from the fire station. He instructed the fire department not to talk to her.

61. Defendant Chief Keith Higgins told MacQuinn to remove the fire plates from her vehicle or he would have her arrested altho technically she was on an extended leave of absence.
62. While Defendant Capt Heath Higgins was in a checkout line in front of Sarah MacQuinn at the local store, he said, "The firefighter that was giving the Cousin's family information could be fined for breach of confidentiality".
63. Tremont Fire receive a bonus check annually for services performed. Sarah Macquinn's was withheld for some time.
64. Firefighter Sarah MacQuinn requested training records for another job. The records are not forthcoming. She now has to repeat training and pay for it herself, should she join another fire department in further disparagement of our witness.
65. Further character assassination of Sarah MacQuinn by Defendant Chief Keith Higgins continues. At a meeting with other firefighters he stated that, " Sarah is an incompetent firefighter and that at one point during the evening she sat down and refused to fight the fire. She is dishonest" and he wouldn't recommend her to be on any other fire department. MacQuinn is our witness.
66. Defendant Firefighter Matt Lindsley posted pictures of the Cousins family on the 'Ban Nemo's Funding' Facebook site.
67. As Defendant SWH Fireman Colton Sanborn drove the Southwest Harbor fire

truck away from the fire scene, he stopped, blew his horn, and with a big “mission accomplished” smile and laughed as he gave Cassiar, our eldest daughter, an emphatic “thumbs up signal”.

68. Defendant Sanborn continues to harass our family in reckless disregard and intentional infliction of emotional distress by spraying gravel with his tires spinning on our son in law at a gas station, revving up his engine and screaming out an open window in front of my (then ailing, now dead) mother's house in Southwest Harbor, where we had taken shelter.
69. Defendant firefighter's Lindsley and Tetreault have admitted that they stole a sign from the fire scene in further egregious intentional infliction of emotional distress. Our son's \$1800 Macbook was stolen by Matt Tetreault during the fire.
70. **JURISDICTION** This is an violation of our civil rights. I am a 100% disabled medic.
- . 71. **VENUE** This happened in Bass Harbor, Maine
72. **RELIEF WHEREFOR**, plaintiffs seek to be made whole again. We request that this Court enter judgment against all defendants providing the following relief:
  - (a) The immediate replacement of personnel involved with the racketeering and arson so that Tremont has an honest fire protection service in place to benefit the entire region.
  - (b) Compensatory damages against Defendants in whatever amount in excess of \$1,860,000.00, exclusive of costs and interest that Plaintiffs are found to be entitled;
  - (c) An order placing the Plaintiffs in the position that they would have been in had there been no violation of their rights.
  - (d) An order enjoining/restraining defendants from further acts of discrimination or retaliation.
  - (e) An award of interest and costs.
  - (f) Any and all other remedies provided pursuant to 42 U.S.C. Sec. 1983, The ADA.

- (g) Take other appropriate nondiscriminatory measures to overcome the above described discrimination; and
- (h) *such other and further relief as the Court deems appropriate.*

(a 100% disabled Vietnam veteran purposefully made homeless, jobless, by the willful and wonton destruction, we can lawfully claim treble damages). The racketeering also imputes treble damages.

**73. EXHAUSTION OF ADMINISTRATIVE PROCEDURES**

We presented our case in June to the Maine Municipal Association Risk Management Services. They have not even interviewed all of our presented witnesses in five months. A lack of response to a claim of 120 days is by law to be considered denied.

**74. JURY TRIAL REQUESTED**

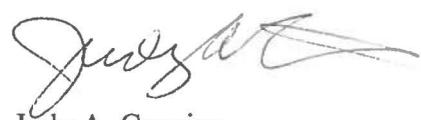
75. *According to our information and belief, we declare under penalty of perjury that the forgoing is true and correct to the best of our knowledge.*

Date executed, December 23, 2014

  
Robert L. Cousins

45 Harbor Dr.  
Bass Harbor, Maine 04653

signatures,

  
Judy A. Cousins

45 Harbor Dr.  
Bass Harbor, Maine 04653