

**BOARD OF SELECTMEN MEETING**  
**JANUARY 21, 2014 Agenda**  
**FRENCHVILLE TOWN OFFICE at 6:30 p.m.**  
**DATE POSTED January 17, 2014**

**1. CALL MEETING TO ORDER:**

- A. Minutes of January 9, 2014

**2. ITEMS TO BE SIGNED:**

- A. Warrants, Expenses, and Payroll

Warrant Batch Date	A/P #	Payroll #
01/03/2014		1
01/03/2014	2	
01/08/2014		3
01/10/2014	4	
01/15/2014		5
01/17/2014	6	

**3. ARTICLES TAKEN OUT OF ORDER:**

**4. REPORTS AND/OR CORRESPONDENCES:**

- A. Ann Marie Guerrette-Festival Chautauqua  
B. Meeting in Augusta January 22, 2014 on Revenue Sharing. For Selectmen information.  
C. Letter from Aroostook Municipal Association Revenue Sharing. For Selectmen Information.  
D. State Property Tax Review. For Selectmen information.  
E. Power Products Service Agreement.

**5. PUBLIC PARTICIPATION:**

Timed Opened \_\_\_\_\_ Time Closed \_\_\_\_\_

**6. NEW BUSINESS:**

**7. UNFINISHED BUSINESS:**

- A. Plowing Public Roads/Driveways.  
B. Historical Society (Camille Bernier update)

**8. OTHER BUSINESS:**

- A. 2014 Proposed Budget: Inter-Governmental Severs (Sewer); General Adm.; Recreation  
B. Request to hold Historical Society Supper at Community Center.

To: Elected Municipal Officers (Selectmen/Councilors)  
Town and City Managers

Fr: Geoff Herman

Re: Notice of Public Hearing on Bill to Preserve the Budgeted FY 2015 Revenue Sharing  
Distribution

Date: January 11, 2014

A critically important public hearing before the Appropriations Committee has just been scheduled on a bill that is designed to protect the budgeted FY 2015 municipal revenue sharing distribution from a further reduction of \$40 million.

The public hearing is scheduled for:

**Wednesday, January 22, 2014**

**9:00 a.m.**

**Room 228 of the State House (Appropriations Committee Room)**

It is extremely important that municipal officials from throughout the State attend this public hearing and explain to the legislators on the Appropriations Committee how important it is to your local communities that the revenue sharing program not be completely dismantled, which will occur if this proposed legislation (or something like it) is not enacted during this legislative session.

**Quick Background:** As you are aware, in the two-year budget enacted last June, the municipal revenue sharing account was seriously raided by the Legislature for both the current fiscal year (FY 2014) and next year (FY 2015). For FY 2015, the \$146 million revenue sharing distribution called for in law was reduced to just \$60 million, with the remaining \$86 million diverted to support the state budget. In addition, the budget directed a special "Tax Expenditure Review Task Force" to recommend \$40 million worth of tax exemptions for elimination, putting up an additional \$40 million of revenue sharing cuts as collateral should the Task Force effort fail. The Task Force effort has fallen flat, so the bill to be considered by the Appropriations Committee on Wednesday January 22<sup>nd</sup> would put forward a proposal that would eliminate the automatic reduction of an additional \$40 million from the revenue sharing account.

If the additional \$40 million is drained out of the revenue sharing account, the municipal revenue sharing program will effectively be eliminated.

**LR 2721.** The proposed legislation does not yet have a “Legislative Document” or “LD” number. It is currently referred to as “Legislative Resolve” or “LR” 2721, *An Act Related to the Report of the Tax Expenditure Review Task Force Pursuant to PL 2013, c. 368, Part S.*” From the municipal perspective, the bill might otherwise be entitled *An Act to Preserve the Budgeted FY 2015 Revenue Sharing Distribution from Additional Legislative Raids*. The link to the printed version of the bill is found at the bottom of this memo. This is what the bill does:

- Repeals the provision in the state budget bill enacted last June that calls for the additional \$40 million to be automatically “transferred” out of the revenue sharing distribution account and diverted to the State’s General Fund.
- Generates state revenue to replace the \$40 million restored to revenue sharing by:
  - **“LIFO expensing”.** Amending the state income tax code to effectively remove an inventory expensing option used by some businesses, referred to as the “Last In First Out” option. This proposal was one of the recommendations of the Tax Expenditure Review Task Force. In summary, the expensing option allows businesses to assume for tax purposes that the most recently purchased inventory, as opposed to the oldest inventory in stock, is the first inventory to be sold at retail, thus maximizing the inventory value for businesses moving products with ever-increasing wholesale values (like petroleum). It was represented to the Task Force that this expensing option is being seriously reconsidered at the federal level for a variety of reasons, and although it would put Maine into “nonconformity” with the IRS code, it is entirely possible the federal government will eliminate this option as well in the near future. It was roughly estimated that this proposal would generate \$10 million of savings to the state budget.
  - **BETR and BETE proposals.** The following three elements of the bill make changes to the Business Equipment Tax Reimbursement program (BETR) and the Business Equipment Tax Exemption program (BETE). At the Tax Expenditure Review Task Force level, it was estimated that these proposals would generate approximately \$3 million in state savings. The BETR-BETE proposals would:
    - **BETR - Restoration of 12-year reimbursement limit.** Amend the law governing the Business Equipment Tax Reimbursement Program (BETR) to provide that the tax payment reimbursements made to businesses under that program are provided for the first 12 years of the property’s enrollment. The BETR program was enacted in 1996 as a 12-year reimbursement program. When the Business Equipment Tax Exemption Program was enacted and implemented in 2008, the business reimbursements provided under the BETR program were extended for the

lifetime of the enrolled property rather than the 12-year limit. This bill would restore the 12-year standard.

- **BETR - Elimination of Retail Property.** Amend the BETR statute to eliminate eligibility for all personal property that is located at a retail sales facility and used primarily in retail sales. Under current law, that type of property is eligible for BETR reimbursement except for the personal property located in the “big box” retail stores that are over 100,000 square feet in size. Since 2008, the only type of newly installed personal property that can be enrolled in the BETR program is retail personal property. Other types of business property have to enroll in the BETE program.
- **BETE – Elimination of the Special Big Box/Mail Order Exception.** Under current law, retail personal property used in a retail sales facility is generally ineligible for tax exempt status under the Business Equipment Tax Exemption (BETE) program. A special exception is provided in law for retail facilities over 100,000 square feet in size that derive less than 30% of their total annual revenue from sales that are made at the brick-and-mortar facility. This bill eliminates that special exception for retail facilities that generate high levels of mail order and on-line transactions.

- **“Tax Relief Fund for Maine Residents”.** The bill also appropriates the money that has been allotted to the “Tax Relief Fund for Maine Residents”. The Tax Relief Fund, created by the Legislature in 2011, is annually capitalized with a certain amount of undesignated and unappropriated surplus General Fund revenue that comes into the state treasury and is identified at the close of each fiscal year. The Fund was established to trap that revenue and use it to incrementally reduce the state’s income tax rate from 7.95% (which is the highest marginal rate currently) to just 4%. Approximately \$4 million has accrued to the Fund thus far. Municipal officials fairly argue that one of the reasons the State enjoys some surplus General Fund revenue each year is because the Legislature has seriously raided the municipal revenue sharing account. The raids help generate the “surplus”.
- **Remainder from Budget Stabilization Fund.** Finally, the bill calls for the difference between the \$40 million goal and the revenue generated by the five revenue generating proposals identified in the bill to be covered by an appropriation from the state’s Budget Stabilization Fund, otherwise known as the Rainy Day Fund.

I am unable to stress strongly enough the importance of a strong municipal turn-out at this public hearing. I know that it is very difficult for many elected officials to attend a work-week public hearing. I know that the public hearing process has become very frustrating with the waiting room confusion and the three-minute rules and all the other pomp and circumstance. I know that there is a tremendous amount of frustration among municipal officials with respect to the way the Legislature has been treating the revenue sharing program in recent years, and municipal government, generally.

Despite all of that, this is the public hearing to attend in 2014 for the purposes of protecting the citizens and small businesses in your community from the property tax increases that will inevitably occur if the Legislature follows through with the scheduled massive reduction in the revenue sharing distribution for next year.

We will provide more information on the public hearing in the days ahead. The purpose of this memo is so that you can mark your calendars and help get the word out so that the municipal message will be heard loud and clear.

Thanks.

[http://www.maine.gov/legis/ofpr/appropriations\\_committee/materials/LR2721-TERTE.pdf](http://www.maine.gov/legis/ofpr/appropriations_committee/materials/LR2721-TERTE.pdf)



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James Bennett, President    Jon Frederick, Vice-President    Ralph Dwyer, Secretary    Christy Sirois, Treasurer

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December 16, 2013

RE: Impacts of Revenue Sharing Reductions in Aroostook County

Members of the Aroostook County Legislative Delegation,

At a recent meeting of the Aroostook Municipal Association (AMA) the group voted unanimously to write our delegation regarding the impact that the last state budget has had on our communities and neighbors. Specifically, AMA is deeply concerned about the reductions in revenue sharing.

AMA is an organization that represents the municipalities of the County. Meetings are generally held quarterly and focus efforts on providing affordable and effective municipal services to the businesses and residents of our communities.

The revenue sharing reductions have adversely impacted our communities. The formulas that determine how funds are distributed are significantly based on state valuation. To be more specific, each community will see funding levels change based on how their individual valuation changes in comparison with the overall changes state wide. The values that the state uses for distributing the funding from the formulas are either two or three (or the average of the two) years old. With the dramatic decreases in property values downstate and the steadier nature of our values, even without the raids on Municipal Revenue Sharing, the County would have seen reductions. With the massive raids by state government, the impact was more dramatic in our area than the rest of the State.

During the public debate on the proposed state budget, many of you may have been told that municipal revenue, on average, represented only 2% of the total budgets of municipalities. We do not have any idea where that information came from. We can assure you that every County community we are aware of depends on revenue sharing as a greater percentage of their budget. According to an analysis done using revenue sharing projection from the state, Aroostook County residents will have received \$1,851,154.47 less in revenue sharing for the 2014 state budget year (July 1, 2014 to July 1, 2015 compared to July 1, 2013 to June 30, 2014). As a direct result, property taxes across the County will be \$0.42 higher for that period<sup>1</sup>. This is in addition to the reductions that have already occurred prior to that period.

In doing the comparison, only Penobscot County had a greater impact than Aroostook County (using the impact on tax rate comparison). However, once a couple of communities that have exceptional valuation drops are removed (such as Millinocket), a real argument can be made that

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<sup>1</sup> Based on full value tax rate using 2013 state valuation of \$4,385,550,000 for the County

Aroostook County experienced the greatest negative impact. This is not surprising, based on the impact that the change in values had on the redistribution of funds, as mentioned above.

It is our understanding that the Tax Expenditure Review Task Force has concluded its work. As an integral part of the adopted state budget, this task force was supposed to make the necessary recommendations in order to fund \$40,000,000 of the revenue sharing allocation for the last year of the state budget. We understand that the Task Force failed that charge.

It is our understanding that the failure of the Task Force to complete its assignment will automatically trigger another reduction of revenue sharing for the year beginning July 1, 2014. Based on current law, the \$40,000,000 of the \$65,000,000 will be eliminated from revenue sharing. Based on a gross projected receipt of \$4,298,811.15 of the \$65,000,000 allocation, Aroostook County will receive an additional reduction of \$2,645,422.25, further increasing the overall property tax increase in the next year by another \$0.60 *for a real impact of \$1.02 (on average) on the tax rates of every property taxpayer in the County!*

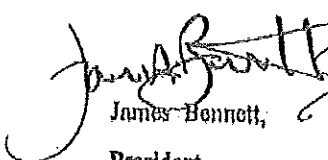
We realize that you understand the economic conditions at home. We know you understand the great pressures that are on every business as it tries to compete. We realize you understand that our residents are struggling greatly. We also hope you appreciate the reductions that have been made by your local elected municipal leaders as they have worked to reduce the impacts of the revenue sharing reductions. Finally, we know that you also understand that the same valuation issues we discussed earlier have also caused large decreases in education funding for Aroostook County, yet causing more upward pressure on the property taxpayers.

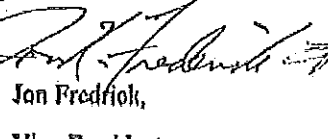
It is widely rumored that there will be a state surplus that will once again exceed the revenue sharing reductions. We are pleading with you to use those funds or find some other way to prevent yet another reduction in revenue sharing. As you can see, the reductions to date have been unfairly burdened by your constituents. While not being experts in the state budget, we wonder if the other uses in the state budget that the revenue sharing reductions funded have primarily benefited Aroostook County or downstate residents?

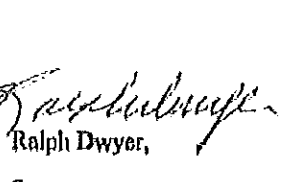
Finally, we fear that the issue of the \$40,000,000 will be resolved by party leadership in the next 45 to 60 days. You now fully understand that the reductions to your communities were greater than the 2% you were told. You now fully understand that the reductions caused more impact in Aroostook County than any other County. Based on this understanding, we are asking that each of you act, in the longstanding history of a unified County delegation working together on important issues, by sending a loud and clear message that you will not support further reductions in revenue sharing.

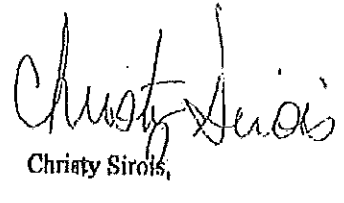
We appreciate your assistance. If you have any questions on the calculations, please feel free to contact us. If you have any other questions, please feel free to contact any of us directly or your municipal leaders.

Sincerely,

  
James Bennett,  
President  
Presque Isle City Mgr

  
Jon Fredrick,  
Vice-President  
Mapleton, Chapman,  
and Castle Hill Town Mgr

  
Ralph Dwyer,  
Secretary,  
Ashland Town Mgr

  
Christy Sirols,  
Treasurer,  
St. Agatha Town Mgr

*Impact of Revenue Sharing Reductions on Full Value Tax Rates  
by County (FY14 vs FY15)*

County	Impact on Tax Rates <sup>1</sup>
Hancock	\$0.06
Lincoln	\$0.07
Knox	\$0.09
Sagadahoc	\$0.09
Franklin	\$0.12
York	\$0.12
Cumberland	\$0.16
Waldo	\$0.16
Oxford	\$0.17
Piscataquis	\$0.22
Washington	\$0.23
Kennebec	\$0.26
Somerset	\$0.31
Androscoggin	\$0.39
Arroostook	\$0.42
Penobscot	\$0.46

<sup>1</sup>Based on total amount of Revenue Sharing lost in comparison with total state valuation of County





PAUL R. LEPAGE  
GOVERNOR

STATE OF MAINE  
MAINE REVENUE SERVICES  
PROPERTY TAX DIVISION  
PO Box 9106  
AUGUSTA, MAINE  
04332-9106

ADMINISTRATIVE & FINANCIAL SERVICES

H. SAWIN MILLETT, JR.  
COMMISSIONER

MAINE REVENUE SERVICES

JEROME D. GERARD  
EXECUTIVE DIRECTOR

September 2013

Municipal Assessors and Chairman of Board of Selectmen:

**RE: Proposed 2014 State Valuation**

Pursuant to 36 M.R.S.A. §208, notice of the proposed 2014 State Valuation of municipalities located in your county is given as shown on the enclosed list. These valuations represent the full equalized value of all **taxable property** in each municipality as of **April 1, 2012** while incorporating sales data from 2011 and 2012.

The valuations listed may be subject to review by the State Board of Property Tax Review pursuant to 36 M.R.S.A., §272. The valuations finally certified to the Secretary of State pursuant to 36 M.R.S.A., §305 shall be used for all computations required by law to be based upon the State Valuation with respect to municipalities.

State Board duties and powers along with the municipal appeal procedures are outlined below.

**STATE BOARD OF PROPERTY TAX REVIEW**

In accordance with 36 M.R.S.A. §272, the State Board of Property Tax Review shall hear appeals by any municipality aggrieved by the Bureau of Revenue Services' determination of equalized valuation or minimum assessing standards and render its decision based upon the recorded evidence.

Any municipality deeming itself aggrieved shall file a written notice of appeal with the State Board of Property Tax Review **within 45 days of its receipt of notification** of the Bureau of Revenue Services' decision. The appeal to the Board shall be in writing signed by a majority of the municipal officers and shall be accompanied by an **affidavit** stating the grounds for appeal. **The affidavit must include the municipal officers' sworn statement of the specific grounds for their appeal and bear the officials signatures which must be notarized.**

With respect to the affidavit, the Board's Rule 4B Municipal Appeals (2) reads as follows: "The appealing municipality must file with its notice of appeal an affidavit of the municipal officers stating the grounds for the appeal. The affidavit must be meaningful and specific. A mere statement that the state valuation is too high is not sufficient. If a municipality intends to compare its state valuation to neighboring towns or cities, the municipality should list those municipalities in the affidavit. In appeals from assessment quality and ratio decisions of the Bureau of Revenue Services, the municipality must set forth in specific terms the basis for the challenge to the determination." A copy of the appeal and affidavit shall be served on the Bureau of Revenue Services. The Bureau shall have the burden of proving that its determination is correct with respect to that municipality.

The Board shall hear the appeal within a reasonable time of the filing of the appeal by the municipality and shall render its decision no later than January 15th following the date on which the appeal is taken.

The Board shall order notice of hearing and give at least 5 days notice prior to hearing thereof to the municipality and to the Bureau of Revenue Services.

The Board, after hearing, shall have the power to:

1. Raise, lower or sustain the state valuation as determined by the Bureau of Revenue Services with respect to the municipality which has filed the appeal; the decision of the Board shall be final; the valuation thus determined shall be certified to the Bureau of Revenue Services which shall, if necessary incorporate the decision of the valuation certified pursuant to Section 305, subsection 1.
2. Raise, lower or sustain the Bureau of Revenue Services' determination of the municipality's achieved assessing standards and then, if such achieved standards were inadequate under the provisions of this chapter and upon receiving from both the Bureau and the municipality recommended solutions to the inaccurate assessing practices, order the municipality to take the corrective steps the Board deems necessary.

Any party aggrieved by the decision of the Board may appeal pursuant to Rule 80B of the Maine Rules of Civil Procedure. The valuation thus determined shall be certified to the State Tax Assessor who shall, if necessary, incorporate the decision in the valuation certified pursuant to Section 305, Subsection 1.

In the event a municipality's appeal to the Superior or Supreme Judicial Court results in a lowering of the municipality's state valuation, the Treasurer of State shall reimburse with funds appropriated from the General Fund, an amount equal to money lost by the municipality, due to the use by the State of an incorrect state valuation in any statutory formula used to distribute state funds to municipalities.

The Board shall have the power to administer oaths, take testimony, hold hearings, summon such witnesses and subpoena such records, files and documents as it deems necessary for the proper hearing and disposal of the appeal.

The Board shall have the power to promulgate rules and regulations governing procedure before it. The mailing address of the Board is: State Board of Property Tax Review, 49 State House Station Augusta, ME 04333.

Any questions concerning the events and determination of the 2013 State Valuation should be directed to the Property Tax Division at 624-5600.

Very truly yours,



Mike Rogers  
Supervisor, Municipal Services  
Property Tax Division

MR:lt  
Enclosure

AROOSTOOK COUNTY

MAINE REVENUE SERVICES  
PROPERTY TAX DIVISION

PROPOSED 2014 STATE VALUATION

MUNICIPALITY

STATE VALUATION

ALLAGASH	\$29,050,000
AMITY	\$14,150,000
ASHLAND	\$89,600,000
BANCROFT	\$7,800,000
BLAINE	\$32,200,000
BRIDGEWATER	\$35,350,000
CARIBOU	\$385,150,000
CARY PLANTATION	\$11,500,000
CASTLE HILL	\$25,450,000
CASWELL	\$17,150,000
CHAPMAN	\$29,850,000
CRYSTAL	\$14,750,000
CYR PLANTATION	\$11,650,000
DYER BROOK	\$17,600,000
EAGLE LAKE	\$77,650,000
EASTON	\$250,800,000
FORT FAIRFIELD	\$177,600,000
FORT KENT	\$228,400,000
FRENCHVILLE	\$49,050,000
GARFIELD PLANTATION	\$8,850,000
GLENWOOD PLANTATION	\$5,500,000
GRAND ISLE	\$18,800,000
HAMLIN	\$19,300,000
HAMMOND	\$7,850,000
HAYNESVILLE	\$9,800,000
HERSEY	\$9,300,000
HODGDON	\$57,650,000
HOULTON	\$288,300,000
ISLAND FALLS	\$64,650,000
LIMESTONE	\$71,000,000
LINNEUS	\$63,500,000
LITTLETON	\$53,000,000
LUDLOW	\$23,400,000
MACWAHOC PLANTATION	\$7,350,000
MADAWASKA	\$300,950,000
MAPLETON	\$125,700,000
MARS HILL	\$104,850,000
MASARDIS	\$25,350,000

**AROOSTOOK COUNTY****MAINE REVENUE SERVICES****PROPERTY TAX DIVISION****PROPOSED 2014 STATE VALUATION****MUNICIPALITY****STATE VALUATION**

MERRILL	\$14,800,000
MONTICELLO	\$43,500,000
MORO PLANTATION	\$10,850,000
NASHVILLE PLANTATION	\$18,050,000
NEW CANADA	\$24,300,000
NEW LIMERICK	\$153,500,000
NEW SWEDEN	\$36,500,000
OAKFIELD	\$42,950,000
ORIENT	\$42,150,000
OXBOW PLANTATION	\$9,450,000
PERHAM	\$23,350,000
PORTAGE LAKE	\$69,950,000
PRESQUE ISLE	\$565,700,000
REED PLANTATION	\$11,050,000
SAINT AGATHA	\$64,950,000
SAINT FRANCIS	\$25,250,000
SAINT JOHN PLANTATION	\$18,850,000
SHERMAN	\$42,550,000
SMYRNA	\$20,350,000
STOCKHOLM	\$16,150,000
VAN BUREN	\$65,400,000
WADE	\$15,150,000
WALLAGRASS	\$36,400,000
WASHBURN	\$65,400,000
WESTFIELD	\$28,800,000
WESTMANLAND	\$17,600,000
WESTON	\$41,150,000
WINTERVILLE PLANTATION	\$35,750,000
WOODLAND	\$58,550,000
<b>TOTAL</b>	<b>\$4,388,250,000</b>



Power Products Systems, LLC

Power Products 107 Audubon Rd, Bld. 1, Suite 10 Wakefield, MA 01880 Tel 781-246-1811 Fax 781-246-5321	Branch 432 Warren Avenue Portland, ME 04103 Tel 207-797-5188 Fax 207-797-5953
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**Power Products Systems, LLC Planned Service Agreement**

**EFFECTIVE:** January 16, 2014

**CONTRACT #:**

**CUSTOMER:** St. Agatha WWTP-Town of Frenchville

**LOCATION:** 285 US Route 1, Frenchville, Me 04745

**EQUIPMENT:** Kohler Generator; Model: 100REOZT

**WITNESSED:** That in consideration of the mutual covenants contained herein, the parties agree as follows.

**SERVICES TO BE PROVIDED**

Power Products, shall provide for *one year*; scheduled Standby Emergency Generator system service, *two visits per year*. Work shall be performed during normal business hours and shall include the following:

1. Replace lube oil *annually.*
2. Replace lube oil filter(s) *annually.*
3. Replace fuel filter(s) *annually.*
4. Replace coolant filter(s) *annually.*
5. Service/Clean air filter(s) as required.
6. Perform air inlet restriction test (diesel units).
7. Check coolant level, condition of coolant, freeze protection rating and perform pressure test.
8. Inspect hoses and, belts.
9. Gas/LP engines: Inspect complete ignition system, check timing, replace points, condenser and spark plugs as applicable.
10. Check engine heater operation.
11. Inspect fuel supply system including piping, solenoid valve and transfer tank where applicable.
12. Inspect exhaust system and drain condensation if system has drain provision (i.e., valve). **Drain plugs will not be removed.**
13. Check battery charger operation and charge rate.
14. Check battery electrolyte levels and specific gravity, clean terminals as needed, spray terminals with corrosion proof solvents.

15. Check all engine and generator shutdown and alarm systems as applicable.
16. Adjust output voltage and frequency as required.
17. Confirm proper operation of all engine gauges and AC metering.
18. Inspect transfer switch main contacts if possible.
19. After notifying Customer, operate transfer switch(s) and confirm the operation of all timers and accessories.
20. Prepare report of each service visit.

### **COMPENSATION**

The CUSTOMER will pay to PowerProducts; an annual fee of **\$725.00** per year for the services described in the paragraph set forth above, for **(1) *Emergency Generator***. If additional service work or emergency service become necessary they will be billed on a time and material basis at the attached labor rates plus mileage charges

If the CUSTOMER requests PowerProducts to perform those obligations of PowerProducts set forth in clause entitled "Services to be Provided" as detailed on the preceding pages, at hours other than normal business hours of PowerProducts, CUSTOMER will be billed at the difference between the straight time and applicable weekend and/or overtime labor rate.

The annual fee is due and payable within thirty days of performance of each ***Service Call***.

**(Major PM: \$545.00; Minor PM: \$180.00; Total: \$725.00)**

**All charges subject to applicable sales taxes**

### **ACCESS**

This agreement assumes the Customer will provide free, easy and immediate access to the equipment to be serviced. Parking, at no cost, will be provided by the customer in proximity to the equipment to allow reasonable access. If the customer does not provide such accommodations the additional cost related to return visits, difficult access, and/or parking fines or fees, may be assessed to the customer. Where access by a 2 wheel drive Power Products Van is not appropriate, the expense and responsibility of providing safe reasonable alternate transportation is that of the customer and is subject to review and acceptance solely by PowerProducts.

### **TERM**

The term of this agreement will be for a period of twelve (12) months from and after the date first written above. This agreement will automatically renew on its anniversary date unless written notice is furnished by either party prior to the anniversary date. From time to time price adjustments may be required, in which case PowerProducts will furnish written notice annually prior to the performance

of work. No claim for damages on account of such termination shall arise against either party.

This agreement is not subject to alteration except as mutually agreed in writing. This agreement can be terminated by either party upon thirty (30) days written notice.

#### **ASSIGNMENT**

This agreement is not assignable without the written consent of PowerProducts.

#### **LIMITED WARRANTY**

PowerProducts will repair or replace any defects in workmanship performed by PowerProducts, or materials provided by PowerProducts in accordance with manufactures written policy, for a period not to exceed ninety (90) days after the work was performed or the part installed. All claims under this warranty must be in writing and made within forty-eight (48) hours of when the defect was found and is subject to verification by PowerProducts. Warranty work shall be performed during normal business hours.

#### **THIS WARRANTY DOES NOT COVER:**

1. Parts and labor associated with the repair or replacement of those parts that were not provided by PowerProducts, or covered in this agreement.
2. Labor expenses incurred in connection with the removal and reinstallation of a defective or malfunctioning generator system not originally covered by this agreement.
3. Conditions resulting from abuse, misuse, negligence, improper operation, alteration, theft, accident, or lack of performance of normal maintenance services, or lack of routine inspection and operation of the equipment by the CUSTOMER or its representatives.
4. Any cause or condition beyond the direct control of PowerProducts, such as: acts of God, fires, floods, strikes, labor disputes, freight delays, unavailability of parts, terrorism, acts of war or any errors or defects in information provided by the CUSTOMER.
5. Conditions resulting from the alteration, conversion, or adaptation of the generator system by someone other than PowerProducts.
6. Any generator system which has been repaired by someone other than PowerProducts, so as in any way, in the judgement of PowerProducts, to affect adversely its performance and/or reliability.

7. Loss of time, inconvenience, loss of use of the generator system or any other damages, direct or consequential.

The parties intend this writing as the final, complete and exclusive expression of their agreement relative to the warranty given by PowerProducts, with respect to this agreement. No course of prior dealing between the parties and no usage of trade is relevant to explain the herein warranty.

It is agreed that in the event of any breach of any warranty the liability of PowerProducts shall be limited to repairing or replacing the nonconforming goods. PowerProducts shall not be liable for any damages either direct or consequential.

***THE FOREGOING WARRANTY IS EXCLUSIVE AND IS THE ONLY WARRANTY APPLICABLE TO POWERPRODUCTS, THE HEREIN WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES (WHETHER WRITTEN, ORAL OR IMPLIED) INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. POWERPRODUCTS, DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE GENERATOR SYSTEM. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.***

#### **NOTICES**

Any notices required or permitted to be given under this agreement shall be sufficient, if in writing, and if sent by registered mail to the following:

**POWERPRODUCTS SYSTEMS, LLC**

JEFFREY P. MANNING  
107 AUDUBON ROAD  
BUILDING 1, SUITE 10  
WAKEFIELD, MA 01880

**CUSTOMER:**

St. Agatha WWTP-Town of Frenchville  
PO Box 97  
Frenchville, Me 04745

#### **WAIVER OF BREACH**

The waiver by PowerProducts of a breach of any provision of this agreement by the CUSTOMER shall not operate or be construed as a waiver of any subsequent breach by the CUSTOMER.

#### **ENTIRE AGREEMENT**

This instrument shall be governed by the laws of the Commonwealth of Massachusetts and contains the entire agreement of the parties. It may not be



changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change modification, or discharge is sought. This proposed agreement may be withdrawn by PowerProducts if not accepted within thirty (30) days.

**DISPUTE RESOLUTION**

In the event of a dispute, the parties agree to attempt to resolve said dispute by mediating in good faith. If the parties are unable to mediate on their own, they agree to submit the dispute to a mutually agreeable mediator. If the parties are unable to agree upon a mediator then the dispute will be submitted to the American Arbitration Association in Boston for resolution in binding arbitration.

**ACCEPTANCE**

The CUSTOMER acknowledges that it has read this agreement, understands it, and agrees to all its terms and conditions.

This Agreement shall become enforceable and binding upon the Customer and PowerProducts when executed by a duly authorized representative of the Customer. The person executing this Agreement hereby represents and warrants that he or she is duly authorized to enter into this contract on behalf of the Customer.”

CUSTOMER:

DATE:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_

\_\_\_\_\_  
Name Typed or Printed

\_\_\_\_\_  
Title

Acct. #

\_\_\_\_\_  
Company

\_\_\_\_\_  
Email

IF YOU HAVE ANY QUESTIONS  
REGARDING THIS PROPOSAL /  
AGREEMENT PLEASE CONTACT  
JOHN CERVONE  
781-287-7327



*Frenchville Historical Society*

*PO Box 184*

*Frenchville ME 04745*

January 16, 2014

To: Board of Selectmen, Frenchville

It has been requested by the Maine Acadian Heritage Council that the Frenchville Historical Society host their annual supper meeting. This would be held on Friday, May 30, 2014.

At our meeting last evening the committee discussed which venue we could use to host this annual supper/meeting. The Dr Levesque School cafeteria is not available due to set-up time, plus the students are still in school. Other facilities in Frenchville are not large enough, therefore the only options are to hold this activity at the Community Center or go to the Lakeview Restaurant.

We feel that the Lakeview should be our last resort since we will have to do the work for hosting this great meeting while the Town of St. Agatha will probably get the credit and recognition. Location is very important.

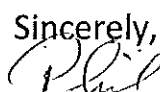
The purpose of our historical society, besides preservation, is to promote and showcase our town and what we have to offer. We would like to hold this activity at the Center if the facility is available to us at no cost. We are available to help the janitor, Ron Roy with the clean up, etc.

We have a great facility in our town that surpasses any facility in the Valley. Support from our town selectmen is necessary to show our involvement in the 2014 WAC activities. Also the more people that see our center and what we have to offer the more potential of future rentals for weddings, etc.

The Frenchville Historical Society is ready to take the lead in this supper/meeting, but we need a building. It is hard to promote and showcase our town if we have to hold our 2014 Maine Acadian Council annual supper/meeting in another town.

A reply is urgent since we have to notify the Maine Acadian Council of our location, plan guest speakers, catering, etc.

Thank you for considering our request.

Sincerely,  


Philip G. Levesque  
Treasurer

Date: DEC 31, 2013

# Frenchville Historical Society

## BALANCE SHEET

		DEBITS	CREDITS
	<b>ASSETS</b>		
100	CASH (St Agatha Federal C U) - Checking	3346.38	
102	CASH (St Agatha Federal C U) - Savings (reg)	9572.06	
105	CASH (St Agatha Federal C U) - Flex Savings	6448.07	
106	CASH (St Agatha Federal C U) - Investment C.D.	-0-	
107	CASH (St Agatha Federal C U) - OTHER Savings	7300.94	
108	CASH - Canadian funds	-0-	
101	CASH- PETTY CASH	50.00	
	<b>TOTAL ASSETS</b>	26717.45	
	<b>LIABILITIES</b>		
200	Accounts Payable		-0-
202	Dues Payable		-0-
	<b>TOTAL LIABILITIES</b>		-0-
	<b>INCOME</b>		
400	Membership Dues - LIFE TIME (54) 1- RAFFLE GIFT 3- HONORARY		100.00
402	Membership Dues - Regular (31)		288.00
404	Memorial Funds		427.07
406	Donations - Other		636.35
408	Fundraising Income - CRAFT FAIR		929.45
410	Interest Income		72.55
412	Souvenir Income		-0-
416	Acadian Heritage Grant Revenue : NET 7351.64 STORAGE SHED		(2351.64)
418	" " Grant Revenue : TRAIL GUIDES		33.96
420	Retained Earnings		25616.57
-	LESS: YTD Expenses paid		(1459.86)
419	PLUS: BUILDING PRESERVATION RESERVE		2425.00
	<b>TOTAL LIABILITIES &amp; INCOME</b>		26717.45
	Total Membership: 85		

Date: DEC 31, 2013

*Frenchville Historical Society*

## Expenses

[illegible]

# Agenda

1. Secretary & Treasurer's minutes
2. Update on shed
3. Steve's magnets etc.
4. Congrès Mondial  
We need to work on the following items.
  - a. 1 brochure for our 3 sites
  - b. signs for each room at the Wylie House (French & English)
  - c. items for gift bags
  - d. set up time to work on these projects
5. Maine Acadian Heritage Council Annual Dinner
6. Other business

Town Take chg To Repair / Landscap  
we own it

meet To Discuss Funding & what? move  
or repair

**Frenchville Historical Society**  
**Secretary's minutes for the meeting of November 11, 2013**  
**Frenchville Town Office**

1. **Secretary's minutes** - Motion to accept by Cleo Ouellette / seconded by Aurel Lavoie

2. **Treasurer's minutes** - Motion to accept by Aurel Lavoie / seconded by Karen Levesque

**3. Report from the Maine Acadian Heritage Council and World Acadian Congress Meeting**

Cleo and I attended the meeting. We were given a tentative schedule for the bus tours for the different sites. We have a tour scheduled for our site on August 11, 2014 from 3:00 to 4:10 pm. Depending on the demand for tours, we may have another tour the following week. The bus tour committee would like us to have handout materials such as travel brochures and some token of our site. They also recommend having some refreshments such as coffee /water/cookies. We should have our guides ready to give tours in both French and English. Our scripts should be timed, practiced and translated. We have a lot of work to do.

4. **Update on shed** - The students at the Tech Center will try to finish the metal on the shed. Hopefully they will be done by Thanksgiving. Due to bad weather and the cold they were unable to finish the shed. Charles and his son were going to finish during Christmas vacation, but again Mother Nature was uncooperative. Steve had contacted WAGM TV for some publicity. They said to take a montage of pictures, do a write up of the project and they would put it on their website. Phil suggested we get a plaque to put inside the shed.

5. **Newsletter** - We have a rough draft of the newsletter which was typed by Linda Ouellette. She did an excellent job. We have a few changes to make. It will be mailed this weekend.

6. **Fundraiser** - Karen Levesque explained a possible fundraiser for us. It was a raffle ticket where during one month some lucky winners could win some money every day. No decision was made about the activity.

7. **Letter** - Steve Page wrote a letter that was published in the St. John Valley Times asking people to contact him about stories they remember as they were growing up in Frenchville.

Next meeting will be January 15, 2014.

Secretary,

Donna Levesque

Town of Frenchville		INTER-GOVERNMENTAL SERVICES			
2014 Budget			Current Budget 2014	Prior Budget 2013	Difference
E-25	INTER-GOVERNMENTAL SERVICES				
6100	EDUCATION- S.A.D. #33		326,305.00	326,305.00	0.00
			326,305.00	326,305.00	0.00
6200	AROOSTOOK COUNTY TAX		53,436.00	53,436.00	0.00
6400	SEWER DEPT- O & M				
	Labor Wages & Benefits				
	Administrative		17,813.00	19,633.00	(1,820.00)
	Soc. Sec. Tax		1,363.00	1,502.00	(139.00)
	Unemployment		348.00	383.00	(35.00)
	Workers Compensation		563.00	621.00	(58.00)
	Health Insurance		8,408.00	9,511.00	(1,103.00)
	NET Labor & Benefits		28,495.00	31,650.00	(3,155.00)
	Electricity		30,000.00	14,500.00	15,500.00
	Equipment maintenance		4,000.00	6,000.00	(2,000.00)
	Heating oil		1,993.00	1,953.00	40.00
	Mowing		0.00	1,240.00	(1,240.00)
	Line & Lagoon flushing		7,000.00	3,000.00	4,000.00
	Administration:				
	Audit/ Abatements		900.00	900.00	0.00
	Supplies, dues, etc.		1,000.00	1,000.00	0.00
	Building maintenance, upkeep		2,200.00	2,200.00	0.00
	Telephone & Internet		3,700.00	2,400.00	1,300.00
	Discounts/ Interest/Cost of liens		1,600.00	1,600.00	0.00
	TOTAL O & M EXPENSES		80,888.00	66,443.00	14,445.00
	REVENUE: St. Agatha O & M		(24,166.00)	(1,340.00)	(22,826.00)
	NET O & M EXPENSES		56,722.00	65,103.00	(8,381.00)
	TOTAL Loan Principal & Interest		54,561.00	55,531.00	(970.00)
	TOTAL SEWER BUDGET		111,283.00	120,634.00	(9,351.00)
	Less: Town Share \$54,561 @ 25%= \$13,640.25				
	Loan Principle paid by Town \$13,640.25		(13,641.00)	(13,882.00)	241.00
	User Fees 2014 (248 Users adjusted to 2010 Rates)		(94,324.00)	(105,493.00)	11,169.00
	Net Sewer Town Share and User Fees		(107,965.00)	(119,375.00)	11,410.00
	Sewer Due Town		5,744.00	1,259.00	4,485.00
	Total Sewer Expenses		111,283.00	119,375.00	(8,092.00)
	TOTAL INTERGOVERNMENTAL SERVICES		602,307.00	621,090.00	(18,783.00)

Town of Frenchville		GENERAL GOVERNMENT			
2014 BUDGET			Current Budget 2014	Prior Budget 2013	Difference
E-01	GENERAL GOVERNMENT				
1100	ADMINISTRATION				
	Adminstration- Full Time		83,082.72	84,833.00	(1,750.28)
	Administration-Part Time		15,459.20	13,500.00	1,959.20
	Board of Selectpeople		5,200.00	5,200.00	0.00
	Election Clerks		1,248.00	1,248.00	0.00
			104,989.92	104,781.00	208.92
1300	OFFICE SUPPLIES				
	US Postal Service		1,000.00	1,000.00	0.00
	Supplies		2,520.00	2,520.00	0.00
	Computer & Photocopier		1,100.00	1,100.00	0.00
			4,620.00	4,620.00	0.00
1400	OFFICE EXPENSE				
	Manager travel- 2,000 miles @ .50		1,000.00	1,000.00	0.00
	Clerk travel- 2,000 miles @ .50		1,000.00	1,000.00	0.00
	1/2 paid by VRF FEES		(1,000.00)	(1,000.00)	0.00
			1,000.00	1,000.00	0.00
1500	Computer SERVICES				
	TRIO Service Contract		5,176.00	5,176.00	0.00
	Equipment maintenance, repairs		1,000.00	1,000.00	0.00
	Photocopier maintenance contract		371.00	371.00	0.00
	Website server		450.00	450.00	0.00
			6,997.00	6,997.00	0.00
1200	TOWN OFFICE				
	Heating Oil		3,000.00	2,840.00	160.00
	Telephone		2,400.00	2,400.00	0.00
	Sewers		860.00	860.00	0.00
	Electricity		1,250.00	1,200.00	50.00
	Repairs, maintenance, cleaning supplies		1,400.00	1,400.00	0.00
	Refuse disposal		192.00	192.00	0.00
	Janitorial Services		1,513.00	1,513.00	0.00
			10,615.00	10,405.00	210.00
1600	WORKSHOPS/ TRAININGS				
	Meals		150.00	150.00	0.00
	Mileage- Asst. Clerk		600.00	600.00	0.00
	Workshop/ training Fees		700.00	700.00	0.00
			1,450.00	1,450.00	0.00
	TOTAL GENERAL GOVERNMENT		131,415.54	129,253.00	2,162.54



Town of Frenchville		REC. DEPT. & COMMUNITY CENTER			
2014 Budget			Current Budget 2014	Prior Budget 2013	Difference
<b>E-20</b>	<b>REC DEPT. &amp; COMMUNITY CENTER</b>				
<b>5100</b>	<b>RECREATION DEPARTMENT</b>				
	Electricity		540.00	500.00	40.00
	Sewer Fees		250.00	250.00	0.00
	Maintenance		250.00	250.00	0.00
	Heating Oil		2,000.00	1,420.00	580.00
	Mowing: Rec. Dept. & Memorial Park		2,300.00	2,700.00	(400.00)
	BLDG rental		100.00	100.00	0.00
	Weed control, raking		300.00	300.00	0.00
	Holiday Parties & Skating rink		1,000.00	880.00	120.00
	Equipment/ Park Improvement/ Building Repair		1,000.00	1,000.00	0.00
	Summer Program & Sports Subsidy		300.00	600.00	(300.00)
			8,040.00	8,000.00	40.00
<b>5300</b>	<b>COMMUNITY CENTER- O &amp; M</b>				
	Janitor Wages		4,208.00	4,208.00	0.00
	Telephone		400.00	500.00	(100.00)
	Electricity		1,500.00	1,500.00	0.00
	Cleaning supplies		400.00	500.00	(100.00)
	Heating		5,500.00	3,550.00	1,950.00
	Maintenance		300.00	300.00	0.00
	Electrical maintenance, weed control, raking		800.00	1,000.00	(200.00)
	Sewer Fee (\$404.25 x2)		860.00	860.00	0.00
	Propane Stove- 400 gal @ \$3 / gal		1,200.00	1,200.00	0.00
	Building Repairs		1,200.00	1,000.00	200.00
	LESS: Balance Transfer from 2012		(2,400.00)	(3,443.00)	1,043.00
	LESS: Rental Income		(100.00)	(3,000.00)	2,900.00
			13,868.00	8,175.00	5,693.00
<b>5400</b>	<b>Boat Landing</b>				
	Electricity		250.00	240.00	10.00
	Spring Mobilization/ Fall shut-down		300.00	320.00	(20.00)
	General Maintenance		440.00	440.00	0.00
	Total Boat Landing Expense		1,000.00	1,000.00	0.00
	LESS 90% reimbursed by IFW			900.00	(900.00)
	10% paid by town			100.00	(100.00)
	<b>TOTAL REC. DEPT. &amp; COMMUNITY CENTER</b>		<b>21,908.00</b>	<b>16,275.00</b>	<b>5,633.00</b>