



P.O. Box 187, Oakland, Maine 04963 • Ph. 207-465-7357 • Fax 207-465-9118

OAKLAND TOWN COUNCIL AGENDA

July 17, 2024

6:00 pm

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OAKLAND PUBLIC LIBRARY

- I. Call to order
- II. Pledge of Allegiance
- III. Roll Call
- IV. To consider approving the minutes from June 26, 2024, and signing the weekly payables warrant.
- V. Business Agenda:
 1. Order: 1-2425 - Discuss Quit Claim Deed for paper road.
 2. Order 2-2425 - Long Term Poet Agreement
 3. Order 3-2425 - Sign Warrant for special town meeting

Other Business: (If Necessary)

Adjournment

Upcoming Meetings:

7/22/2024 – Memorial Hall Committee – 4pm – Police Station

7/22/2024 – Public Hearing on purchase of 1113 Kennedy Memorial Drive, Fire Station 6 p.m.

7/31/2024 – Special Town Meeting 6:00 p.m. Fire Station

TOWN COUNCIL MINTUES
JUNE 26, 2024

Roll Call: Michael Perkins Robert Nutting
Dana Wrigley David Groder

ABSENT: Donald Borman

Others: Kelly Pinney-Michaud, Town Manger Kathleen Paradis, Deputy Clerk
Abby Marshall, IT Rick Stubbert, Police Chief
Officer Chris Cowan Boyd Snowden, Environmental Services Dept
Michelle Fontaine Andrew Barry
Ron Gruber Angela Jurdak
Kelly Roderick

1: The meeting was called to order at 6:01PM

2: Pledge of Allegiance

3. It was moved by Dana Wrigley and seconded by Dave Groder and voted 4-0 accepting the minutes of the June 12th meeting and signing of the weekly warrant.

4. **Business Agenda:**

5. **Boyd Snowden 2024-2025 Sewer Budget:**

- I. Boyd gave an updated explanation of the 5% increase. The increase would be an average of 11 units at 5.25 currently of \$107.75 per quarter, with increase it would be \$113.11 this would average out to be \$20.00 per year. Do we increase the 5% on sewer users this year or scale to the mil rate increase short of the 5%. Bob Nutting questioned the \$579,00. Or no increase w/b \$27,000 a year. Bob suggested no increasing fees wait until next year even if we had to increase to 6% . Dave Groder suggested that a 27,000 increase would not make much of a difference. Dana Wrigley suggested that we wait for an increase until next year. Council voted on increase as follows: Dana Wrigley moved to wait on increase, Bob Nutting Second. It was voted 3-1 to delay the increase until next year.
- II. Project Update: Lower Oak Street completed, ran a little further at Fabain than expected. Estimated cost \$735,000. The project ran \$60,00 over budget.

- III. Phase 2: South Alpine Street-going with original plan this project would be \$60,000 under budget. 2-3 weeks ago, Sawtelle Road manhole cover replaced. 2 prices-DOT slab-riser on Oak Street; Options: take out South Alpine Street which would cost \$268,000-\$270,000, and leave \$100,000 line to replace in town, which is do what we can on Oak Street and complete South Alpine at a later time. Boyd also stated that there was option 3 which would be to complete all jobs and pull in more money out of reserve fund. Boyd did request a grant of \$500,000.00 and received \$500,000.00. It was moved by Dana Wrigley for option 3 and seconded by Dave Groder and voted 4-0 to complete job.

6. Appointment of Board Committees:

It was moved by Dana Wrigley and second by Bob Nutting to approve board committee members. Voted 4-0 to approve.

7. 1113 Kennedy Memorial Drive-Warrant Preview, & Dates:

Town Manager Kelly Pinney-Michaud advised the council that we would like to have a Budget and Advisory Meeting on July 15, to have the council and committees recommendation for the purchase of the 1113 Kennedy Memorial Drive. We would then hold a Public Hearing on July 22 with a Special Town Meeting on July 31 allowing the citizens to vote. It was moved by Dana Wrigley and Second by Dave Groder and voted 4-0 to proceed with purchase of the residence.

8. Cemetery Trees:

Town Manager Advised the council and showed power point of 8-10 trees that are rotten or have been poked through by a woodpecker, etc. The cost would \$10,000 , but if all trees were taken down at the same time it would be \$9500.00. The money would be able to come out of the Trust Fund Account. Dana Wrigley suggested that we clean up the trees and use the money from the Trust fund. It was second by Bob Nutting and voted 4-0 to have the trees taken down.

9. Lease To Own Purchase-Bank Bids for FY25:

Town Manager explained that we had 3 lease bids, but one had backed out leaving the following:

Androscoggin Bank: #1: 5.9% for 3 years with investing in CDs.

#2: No CD Deposit and would be at 6.5%-\$500 more then with CD

Municipal Lending: 5.69%. Town Manager has worked with Municipal Lending previously and suggested that we should consider going with this bid.

It was moved by Dana Wrigley and second by Bob Nutting to go with bid from Municipal Leasing. It was voted 4-0 to accept the Municipal Leasing bid.

Other Business:

Angela Jurdak inquired from the council why they have not answered her email regarding her question to approve funding of \$2500 for the Summer Enrichment Program at the library. Angela stated that Bob had answered her email and was just wondering if this could be approved. Bob Nutting stated that he told Angela in her email that it would be up the head librarian and she would have to approach the council to discuss this matter. The Town Manager advised Angela that she would be speaking with Sheila Rogers, head librarian, regarding this matter.

It was moved by Michael Perkins seconded by Dana Wrigley and voted 4-0 to enter Executive Session: Personnel Matters 1 MRSA §405 (60)(a) at 6:55pm.

It was moved by Michael Perkins, seconded by Dana Wrigley, and voted 4-0 to come out of executive section at 7:31pm with no votes taken.

Adjournment:

Moved by David Groder seconded by Dana Wrigley and voted 4-0 to adjourn at 7:32pm.

Upcoming Meetings:

7/15/24- Budget and Advisory Meeting-6:00pm-Police Station

7/17/24- Council Meeting @**OAKLAND PUBLIC LIBRARY** 6:00pm

7/18/24- Oakfest Meeting 4:00pm-Police Station

7/22/24- Memorial Hall Committee-4:00pm Police Station

7/31/24- Public Hearing-reference: 1113 Kennedy Memorial Drive property.

LONG-TERM POINT-OF-ENTRY TREATMENT SYSTEM AGREEMENT

This AGREEMENT is entered by and between the Town of Oakland (hereinafter "Town") and Roland & Sallencie Taylor (hereinafter "Owner"), Owner of the property at 435 Town Farm Road, Oakland in Kennebec County (herein after "the Property"), each a "party" and collectively the "parties".

WHEREAS, the Department of Environmental Protection (hereinafter "Department") has determined that the ~~P~~property's water supply is unsatisfactory due to elevated PFAS concentrations exceeding 20 ppt (for six PFAS sampled contaminants as required as of the date of this agreement, based upon current State of Maine PFAS related drinking water standards); and

WHEREAS, the Owner has been provided with a water treatment system funded and installed through the Department to mitigate the contamination of PFAS in order to provide potable water as the long-term resolution for their water supply, and the Owner has agreed to assume ownership of and responsibility for the maintenance of said system, the components of which are listed on Attachment A.

NOW THEREFORE, the parties agree as follows:

I. The Town agrees:

To reimburse the Owner for the maintenance and upkeep (including replacement parts, and media if needed) of the treatment system identified in Attachment A.

For the purposes of this Agreement, eligible costs for reimbursement include:

- A. Routine or emergency maintenance of the treatment system, including reasonable labor rates appropriate for the task,
- B. ~~Collection of Annual~~ testing of water samples ~~and associated costs~~ for PFAS (PFAS contaminants requiring testing shall be as determined annually per EPA Safe Drinking Water Act specified contaminants for community water systems) at a qualified laboratory, and
- C. Other costs deemed reasonable by the Town.
- D. Costs to be paid by Town ~~does~~ not include any salt for the water softener, or any such "day to day" operational costs associated with the treatment system.

In the event of catastrophic failure of the treatment equipment, the Town may consider reimbursement of associated documented costs upon its discretion.

II. The Owner agrees:

- A. To assume ownership of the treatment system immediately upon ~~its installation onto the Owner's premises~~the execution of this Agreement. The ~~installation date for~~ treatment system was installed on October 3, 2020.
- B. To assume responsibility for any “day to day” operational costs such as electricity, salt for water softener, or other such costs that would be considered normal costs to operate the treatment systems.
- C. To assume responsibility for the operation and maintenance of the treatment system. If the Owner chooses to install and operate any additional treatment equipment on the identified well other than the system identified in Attachment A provided by the Department, such equipment and the associated expenses will be the sole responsibility of the Owner.
- D. To notify the Town of any planned maintenance and/or repairs to the treatment system prior to the work being performed, along with an estimate for the work to be performed. No work shall take place until Town staff/officials have approved the work and the cost to perform said work, in writing.
- E. To submit cost documentation including proof of payment for expenses related to the maintenance and upkeep of the treatment system. In the event of catastrophic failure of the treatment equipment, prior to replacing and submitting a reimbursement request, the Owner shall notify and obtain pre-approval from the Town. All reimbursement and pre-approval requests are to be submitted in writing with accompanying supporting documentation to: Town Manager, Town of Oakland, P.O. Box 187, Oakland, ME 04963.
- F. To notify prospective buyers prior to entering into a purchase and sales agreement of the Property's dependence on the treatment system for a potable water supply and that the ownership of the treatment system along with responsibility for its proper operation and maintenance will transfer with ownership of the Property. The Owner acknowledges that the Town will file a deed notice in the Kennebec County Registry to notify future owners of the terms of this Agreement.
- G. To hold harmless the Town, its agents, and employees against any liabilities associated with the use of the treatment system including the consumption and/or use of the treated water; except as provided for in this Agreement.

The effective date of this Agreement shall be the date of execution by the last signatory.

Signature on the lines provided below shall constitute acceptance of the terms of this Agreement. The parties represent and state that the individuals whose signature appear below on behalf of each of them are duly authorized to execute this Agreement.

TOWN OF OAKLAND

BY: _____

Printed Name: _____

Title: _____

Date: _____

OWNER

By: _____

Printed Name: _____

Date: _____

ATTACHMENT A

The PFAS Treatment system installed by the Department for the Owner's primary well supply identified in this agreement was installed by Air & Water Quality on October 3, 2020. The equipment that was installed includes the following:

1. Powerline Pro Series Sulfur Filter including
 - a. Kinetco Powerline Pro Series Filter Valve
 - b. 13" x 54" NSF poly-glass filter tank
 - c. 2.5 cubic feet of media for iron and sulfur removal
 - d. Three ball valve by-pass system
 - e. Sanitary Air Gap drain connection
2. Kinetco S250 twin-tank, non-electric water softener including
 - a. Kinetco S250 water softener
 - b. Sanitary "Air Gap" drain connection
3. Two 13" x 54" NSF poly-glass filters with
 - a. 2.0 cubic feet of carbon media in each tank for PFAS removal
 - b. Water meter
4. Big Blue 4.5" x 10" filter installed w/ 5 micron filter

The sulfur and water softener equipment were installed to provide pre-treatment for the PFAS removal filters, to reduce the potential of pre-mature fouling of the carbon PFAS treatment media. The Big Blue filter was also installed to remove large particles prior to any of the installed treatment system.

The projected media life for each of the treatment systems noted above is as follows:

1. Sulfur treatment media – 10-year anticipated design life
2. Water softener media – 10-year anticipated design life
3. Carbon media for PFAS treatment – 2 or 3 year anticipated design life

The projected media life is an estimate, based upon the concentration of the contaminants removed and the water volume flowing through the treatment systems. Actual media life and replacement requirements will be dependant upon these parameters.