

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

OAKLAND TOWN COUNCIL AGENDA 8/20/2025 6:00 pm OAKLAND FIRE STATION

- I. Call to order
- II. Pledge of Allegiance
- III. Roll Call
- IV. To consider approving the minutes from July 30, 2025 Public Hearing and Council Meeting, as well as sign the weekly payables warrant.
- V. Business Agenda:

New Business:

- 1. Order 08-2526- Appoint Health Officer
- 2. Order 09-2526 Voya -HRA Flex Spending/HRA Benefits Administrator
- 3. Order 10-2526 24-25 Carryover Requests
- 4. Order 11-2526 Website Discussion
- 5. Order 12-2526 Policy on Safety @ Public Meetings Discussion Draft
- 6. Order 13-2526 Civic Ready Mass Notification System update

Old Business:

Manager Updates (if any)

Executive Session: Discussion of Confidential Records, 1 M.R.S.A.§ 405 (6) (F) – (if needed)

Adjournment

Upcoming Meetings

September 10, 2025 – Council Meeting – Fire Station 6:00 p.m..

September 24, 2025 – Council Meeting – Fire Station 6:00 p.m.

PUBLIC HEARING MINUTES-46-52 MAIN STREET July 30th, 2025

Council Members Present:

Michael Perkins, Chairman Dave Groder
Dana Wrigley Vice Chairman Kelly Roderick

Robert Nutting

Others Present:

Kelly Pinney-Michaud, Town Manager Kathleen Paradis, Town Clerk

Rick Stubbert-Police Chief Jean Ponitz

Don Ponitz Raegan LaRochelle

Janet Lund Don Borman
Michelle Fontaine Patty Mushero
Garvin Nicole Goodheart
Laura Tracy Michael Tracy
Patrick Faucher Mary Faucher
Donald Borman Kimberly N. Lindlof

Geoff Ponitz
Aaron Parker
Jon Cox
David Savage

June Ponitz

The meeting was called to order at 5:30pm by Michael Perkins Council Chairman.

Town Manager Kelly Pinney-Michaud then introduced Raegan LaRochelle who along with Don Ponitz gave a power point presentation and update of Main Street and its' history. Don purchased 46-52 Main Street and now Sunrise Bagel is operating a business at 50 Main Street and the Green Luxe operating business at 52 Main Street. It was explained that Don and Jean Ponitz have put a lot of money into revitalizing these buildings. They also purchased the former Blake Hardware Building this building is quite a challenge. They stated that the roof is leaking and the inside needed some updating.

Raegan LaRochelle went on to explain that this is a 3000 square foot area that the Ponitz's would redevelop the upper floors of the bank block for apartments. This phase 2 of the revitalization would cost \$1.2 million. She went on to explain that with the TIF any new taxes would be put back into the town's General Fund and we would see 100% for 20 years, 75% for 5 years and 50% for 3 years.

Resident Patty Mushero asked why apartments as she did not see how this would help us in taxes, etc. Raegan explained that this would generate foot traffic and bring economic development to the Oakland area. Patty then questioned why they are not paying taxes and that other taxes would be paying. It was explained that they are not getting out of paying taxes but that this is a tax program and it is good for the town.

There were no other further questions from the residents or the council.

The meeting adjourned at 5:59PM

TOWN COUNCIL MEETING MINUTES July 30, 2025

Council Members Present:

Michael Perkins, Chairman Dave Groder
Dana Wrigley Vice Chairman Robert Nutting

Kelly Roderick

Others Present:

Kelly Pinney-Michaud, Town Manager Kathleen Paradis, Town Clerk

Chief Rick Stubbert, OPD Aaron Parker, Oakland Recreation Director

Jean PonitzDon PonitzJune PonitzGeoff PonitzMichelle FontaineJanet LundPatty MusheroGarvin DonavanNicole GooheartLaura TracyMichael TracyPatrick FaucherMary FaucherDonald Borman

Kimberly N. Lindlof Jon Cox

David Savage

The meeting was called to order at 6:00pm by Council Chairman Michael Perkins and led those present in the reciting of the Pledge of Allegiance.

- 1. Roll Call: Roll call was taken, all five council members present.
- 2. To consider approving the minutes of the June 25, 2025, meeting and July 9, 2025, special town meeting. Robert Nutting asked that we amend the July 9, 2025, to include his name as he was present for that meeting. An amendment will be made. Dana Wrigley motioned to accept the minutes for the June 25 meeting and the July 9 meeting with the amendment being made. It was seconded by David Groder and voted to accept the minutes of both meetings.

NEW BUSINESS:

1. **Downtown TIF-Credit Enhancement Agreement Approval:** Councilor Kelly Roderick questioned the figures on the chart that she had been given previously. Raegan LaRochelle and Town Manager Kelly Pinney-Michaud informed her of the correct figures. Dana Wrigley made a motion to accept the Credit Enhancement Agreement. It was seconded by David Groder and voted 5-0 to accept the agreement.

- Control of Public Aras Ordinance 1st Reading: Aaron Parker Oakland Recreation 2. Director stated that he would like to have a change made to the public ordinance for the boat land and Pleasant Point Park to have dogs allowed in these areas and that the dogs would have to be on a leash. The dogs would not be allowed to go into the water. At Pleasant Point there is a designated dog walk area and the back walk trail as well. They would not be able to go into the designated swimming area or the ballfield area. Robert Nutting asked if there had been requests made for this change? Aaron stated yes people have asked. Robert explained that this could be a problem with the boat landing. Aaron stated that we could try this for 1 year. Robert stated we could at least try it. Donald Borman asked about the fans who bring dogs to watch the games at Pleasant Point Park? Aaron stated that he would continue to investigate that. Another question was raised regarding the Overlook, right now no ordinance there. David Groder stated yes to Pleasant Point Park, but not at the boat landing it is too congested. Patty Mushero asked if Pleasant Point Park is just for residents only? It was stated yes. Dana Wrigley then referenced Section F of the ordinance that states no ATV or motorized vehicle is allowed. He would like that to include motorized bikes as well. Also, in section 5 there are DRUG FREE Signs, we need to add this to all recreation areas. Aaron stated that there are signs being made. Donald Borman asked about snowmobiles. Aaron stated that he will investigate this as well. Aaron also stated that we could close the area at Pleasant Point for the winter like we did for COVID. David Groder said if we were to fence off the area then we would not get the economic benefit for the town as people come here to watch games and take part in other recreation, and we would lose that money. It was moved by Robert Nutting to bring this back at the next council meeting of August 20th for a second reading. All agreed to bring back for a second reading.
- 3. Transfer Station Operator Training: Town Manager informed the council that the transfer station employees would like to attend training on Wednesday August 20, which would mean that the transfer station would have to be closed on that day. It was asked if this was mandatory training and the town manager answered yes. Dana Wrigley made a motion to close the transfer station and have the employees attend the training. It was seconded by Kelly Roderick and voted 5-0.
- 4. MOU w/State of Maine, RSU18 and Town for ATV access on Williams Court: Town Manager updated the updated the council on the ATV access trail that would connect the trail from Williams Court to the quanzet hut which is 1100ft. We have received a grant to build this section of the trail. This will also go before the School Board at their next meeting on August 20. Laura Tracy stated that it is on the agenda and did not see a problem with it.
- 5. Anonymous Donation \$5k to clean up and secure the Cascade Mill Building: The Town Manager updated the council on the Cascade Mill clean up process. Phase I was the title search which was completed. Phase 2-Asbestos-when they were cleaning the mill they found asbestos, old trailers, and other items in the building. The Town Manager would like to use the \$5,000 donation to cut down trees, remove the old items in the building. She also stated that Jeff Hall Public Works director and his crew had cut trees on both sides of the road as it had migrated over and now you can

travel both lanes. Dana Wrigley made a motion to accept the donation. It was seconded by Robert Nutting and voted 5-0.

- Gould, Finance Director have met with individuals from Cross Insurance. Right now, it is a 1% share to the State, the employee pays half, and the town pays half. After the meeting with Cross Insurance and looking over several plans, the Town Manager recommend we move to Met Life as our Paid Family Medical Leave Administrator. This would save \$28,000 from now until May 2026. Dave Groder asked about the Met Life Policy. The Town Manager explained that we have the same coverage paying .85 not 1.00 saving \$4,000 annually once the program begins in May 2026. This also includes a life insurance policy where each full-time employee is covered for \$10,000 insurance. Robert Nutting asked if we get money back from the State that we've paid in already. Kelly Pinney-Michaud stated that we should and then reimburse the employees their share. A motion was made by Dana Wrigley and seconded by Robert Nutting and voted 5-0 to go with Met Life.
- **7. Sewer Commitment:** The Sewer Commitment for the months of April-June was signed by the town council.

OLD BUSINESS:

- a Lakeview Cemetery Stump removal & Fence Update: Town Manager informed the council that we received another bid for the remove of 25 stumps for \$2800 from All Seasons Tree Service. AJ Cain from the Sexton Garage has already removed 25 stumps and the fencing as well that was rotted into the ground over the years. It would only cost the town \$3400 to take the additional stumps out and replace the fencing. The money would come from the Cemetery Fund Transfer. Kelly Roderick asked that at the previous meeting we had stated that we would wait to take out stumps. The Town Manager stated that it was correct, but AJ began doing some work and all the stumps were entangled into the fence. The fence will be removed and upgraded with a black pole and chain link fence, and we would take out the wood fencing in the upper part of the cemetery and replace it with black fencing as well. Dana Wrigley made a motion that we continue to have the trees and fencing done. It was seconded by David Groder and voted 5-0 to complete the job.
- **b** Cascade Building: Town Manager stated that she had already touched upon this earlier when she was speaking about the anonymous donation. She invited the council members to take a ride down to check out the work that is being done.

Other Business:

Thirsty Mule Liquor License: Town Clerk Kathleen Paradis asked the council if they would approve the annual liquor license for the Thirsty Mule? Chief Stubbert stated that they have not had any issues or problems there. Dana Wrigley made a motion to approve the license, and it was seconded by David Groder and voted 5-0.

Oakfest Update: Kathleen Paradis gave an update on this year's annual Oakfest event. She stated that the attendance numbers seem to be down, but that the care show was a tremendous success and most food vendors had sold out and the craft vendors had a wonderful day as well. She also informed the council that this was her last hear of being on the Oakfest Committee. She asked the crowd in attendance if anyone would be interested. Dana Wrigley stated that it was a great weekend and that we dodged the rain. Kathleen explained she believed it was "Cass Shining on us."

It was moved by Kelly Roderick, seconded by Dana Wrigley, and voted 5-0 to end the council meeting at 6:30pm and moved into executive session.

Dana Wrigley made a motion to enter executive session and Robert Nutting seconded to begin the meeting at 6:34pm.

At 6:48pm a motion was made by Michael Perkins and seconded by Dana Wrigley to end the executive session. No votes were taken.

Adjourn: It was motioned by David Groder and seconded by Dana Wrigley to adjourn the executive session at 6:49pm.

Town of Oakland 6/30/2025

Revenue Overage	Ф	715,573.00	
Revenue Overage	\$	524,741.00	
Unexpended Expenses	\$	190,832.00	

2025-26 Carry Forwards

**MOTION NEEDED

Administration

Elections 14,900

Other

Employee Separation 22,114

Police

Equipment Maintenance 6,699

Public Works

Gas/Lube/Oil	10,000
Salt/Sand	22,573
Equipment Maintenance	6,117

82,403 TOTAL

THIS \$ IS AUTOMATICALLY CLOSED OUT TO CAPITAL FUND 6

CAPITAL

Revaluation	37,830
TS Scale	61,400
PW Vehicle	6,074
Fire Truck	499,281
	·

604,585

OVER BUDGET

2024-2025		**Motion Nee	ded	
		BUDGETED	SPENT	DIFE
TRANSFER STATION	Tipping Fees	190,000	219,311	-29,311
	Trucking Fees	40,000	58600	-18,600
Overall Budget is over by (\$50562)			
GENERAL ASSISTANCE	General exp	20,000	23,696	-3,696
Overall Budget is over by (\$3,696)				
HISTORICAL MUSEUM	Electricity	376	497	-121
Overall Budget is over by (\$34.30)				
		r		
			ESTIMATED	TOTAL TO FUND BALAN
GF CARRYFORWARDS	82,403			
25% EXCESS REV/EXP TO CAPITAL	158,293			\$ 474,877
TOTAL	240,696			

Town of Oakland Reserve for Capital Improvements Calculation 6/30/2025

Excess Revenues		524,741.00
Unspent Appropriations Less: Balances Carried Forward	190,832.00 82,403.00	400 400 00
	_	108,429.00
Total		633,170.00
25% of Excess Revenues & Unspent Approp.		158,292.50
75% of Excess Revenues & Unspent Approp		474,877.50



CivicPlus

302 South 4th St. Suite 500 Manhattan, KS 66502

 Statement of Work

 Quote #:
 Q-105597-1

 Date:
 8/5/2025 2:44 PM

 Expires On:
 10/4/2025

Client:

Town of Oakland, ME

Bill To:

OAKLAND TOWN (KENNEBEC COUNTY), MAINE

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
David Hall		david.hall@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Municipal Websites Central : Starter Standard Implementation	Central Starter Standard Implementation includes virtual group system training - up to two 3-hour blocks for up to 3 users, migration of up to 150 pages of content the current year plus two previous years of simple meeting agendas and minutes.

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Municipal Websites Central : Starter Standard Annual Fee	Municipal Websites Central : Starter Standard Annual Fee
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee
1.00	Municipal Websites Central: Starter Guardian Security (Cloudflare WAF/CDN)	Starter Cloudflare Tier 1 WAF/CDN security protection

QTY	PRODUCT NAME	DESCRIPTION
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: URL
1.00	DNS Hosting for .GOV Annual Fee	DNS Hosting for .GOV Annual Fee: URL

List Price - Initial Term Total	USD 6,215.00
Total Investment - Initial Term	USD 4,400.00
Annual Recurring Services (Subject to Uplift)	USD 4,882.10

Initial Term	12 Months Beginning at Signing
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-105597-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

<u>Authorized Client Signature</u>	<u>CivicPlus</u>
By (please sign):	By (please sign):
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:
Organization Legal Name:	
Billing Contact:	
Title:	
Billing Phone Number:	
Billing Email:	
Billing Address:	
Mailing Address: (If different from above)	
PO Number: (Info needed on Invoice (PO or	Job#) if required)



A2₹ Computing Services, Inc.

Connecting the World

	tact: Kelly Pinney-Michaud	Email; kmichaud@oaklandme.gov		
Company:		Work Phone		
Mailing Addre	Town of Oakland, Maine	207-465-7357		
	P.O. Box 187, Oakland, ME 0496			
Domain Reque	ested: (Owned) OaklandME.go	v & OaklandMaine.us		
Email Options			Line Total	
Our Service - In	icluded at no additional charge for an	unlimited number of email addresses and/or forwarders. POP		
Google Workspa	ace - Configuration of Google's busin	ay increase space requirement and increase Housing Costs. ess level email service that can be used with your domain	n/a	
	nfiguration: \$70/hr iguration of Outlook business level em	nail service and/or Office applications: \$70/hr	 	
	nal email services. Configuration/Setu			
Reoccurring Fe				
	Registration and/or Transfer \$25	Annual Housing/Software Maintenance \$420	\$42	
Dedicated IP \$4	org, others may vary)	(Does not include content changes/additions) 2nd Domain for HIPAA \$25	1	
		nce for files, database and emails. Includes monthly updates	-	
to most common		me software may require periodic subscription type fees.		
	e to available in needed for \$5571 per			
Base Fee	ludes the custom design of the site in	stallation and configuration of the CMS core software, plus	STATE OF THE PERSON NAMED IN	
	SEO and utility extensions which are		\$82	
Utilities			Control Property of the William	
User Control &	Permissions & Database Maintenance	- \$70		
Advanced Modu	ıle Manager - \$105 **		\$10	
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Community
Newsletter - \$70 (Starting price based on version and functionality required)
Discussion Forum - \$70
Membership Database with Profiles - \$330 + \$70/hr data entry
E-Commerce E-Commerce
HikaShop - \$440 + \$70/hr for product entry
Coupon/Gift Cert Extensions \$110
Social Media Account Creation
Google Business Account (Highly Recommended) - \$50
You'Tube Account - \$35
Facebook Account and/or Business Page - \$35
Twitter Account - \$35

Training Training		REAL PROPERTY.
Virtual - \$70/ hour 2 hours	Onsite - \$70/hour + \$45/hour travel	\$140
	Design Estimate	\$3,015
	Annual Estimate	\$420
	Any Applicable Discounts	
	Final Total (Valid for 30 days)	\$3,435

Web Design Agreement

This Website Design Agreement (Agreement) is being made between the Client listed on page 1 of this form and A2Z Computing Services, Inc. (A2Z) on date specified to design, develop and/or host a website.

- 1. Services: A2Z will provide the previously indicated services. This agreement describes the scope of work upon which the parties have agreed. Changes or additional requirements may be introduced by either the Client or A2Z, but before work commences on any changes, they must be reflected electronically or in writing. A2Z reserves the right to stop work until an interim payment is made if any subsequent change to the scope raises the "Final Total" by more than 20%.
- 2. Cost and Payment: The Web Designer will charge the Final Total for the services mentioned above as indicated. The payment will be divided evenly into two payments, unless otherwise agreed upon, in writing, with the first payment due prior to work starting and the second due upon completion. Final Payment will be due even if final content is not available from the client; work will be completed once content is received. Future modifications will be billed separately at A2Z's published rate plus cost of extension or other expenses, if applicable.
- 3. Schedule: A2Z estimates the project's start date to be 10/15/25 with an estimated completion date of 11/15/25, if deposit is received immediately. Completion date is primarily dependent on content being received from the Client in a timely manner. Client will have 3 business days to review and approve each step. At the end of said time, if no answer has been given, the work will be considered approved, and A2Z will continue their work.
- 4. Confidentiality: During the term of this agreement and afterward, A2Z will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Confidential information is limited to information clearly marked as confidential Confidential information does not include information that: A2Z knew before Client disclosed it; is or becomes public knowledge through no fault of A2Z, A2Z obtains from sources other than Client who owe no duty of confidentiality to Client, or A2Z develops independently.
- 5. Termination of Agreement: This Agreement will automatically terminate when both Parties have performed all their obligation under the Agreement and all payments have been made. Should there be a desire to terminate the agreement before the completion of the project, the Client will notify A2Z 30 days in advance, and pay for services agreed upon. Annual hosting maybe renewed if both parties agree. Anniversary date will be the date work initially began.
- 6. Limitation of Liability: Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.
- 7. Intellectual Property: The Client will own the website and any visuals provided to A2Z or visuals developed by A2Z and paid for by client. A2Z will turn over all necessary files. The Client guarantees that they have legal rights to all elements of text, photographs, and anything else that they provide A2Z with, and will not hold A2Z responsible for any third-party claims. A2Z will guarantee that they have legal rights to all elements related to the services they are providing and will not hold the client responsible for any third-party claims.
- 8. Dispute Resolution: If either party accuses the other of being in breach of contract, the accused party will have 30 days to address the breach.
- 9. Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Maine.
- 10. Client hereby agrees to indemnify and hold harmless A2Z, its officers, directors, employees, independent contractors and shareholders, from any and all liabilities, damages, business interruptions, delays, losses, claims, judgment, or any kind whatsoever, including all costs, attorneys fees, and expenses incidental thereto, which may be suffered by or charged to A2Z.

The Client Name:	Title:	Date:	Signature:	
A2Z Computing Serv Name: Matthew J Hunt	ices, Inc. Title: _ Preside	Date: 8/1/25	Signature	Form Version 20250101



Safety Policy at Public Meetings

Purpose

To ensure that all public meetings are conducted in a manner that ensures the safety and security of all attendees, including elected officials, employees, and the public.

Scope

This policy applies to all public meetings held by the Town Council, Boards, and Committees, under the jurisdiction of the Town of Oakland.

1. General Expectations

- All attendees shall conduct themselves respectfully and in accordance with the rules of order established for the meeting.
- Disruptive behavior, including shouting, threats, harassment, or refusal to comply with the meeting procedures, will not be tolerated.
- Individuals exhibiting disruptive behavior may be asked to leave, and law enforcement may be contacted if necessary.

2. Access and Security

- Public meetings will be held in facilities that are accessible to the public and compliant with ADA requirements.
- Town staff or designated personnel may conduct a safety check of the meeting space prior to the meeting.
- Where appropriate, a police presence may be requested for larger or potentially contentious meetings.

3. Recording and Technology

- The use of audio/video recording devices by the public is permitted unless it disrupts the meeting.
- The Town may record or livestream meetings for transparency and documentation.

• Use of technology to harass or threaten participants (e.g., via online comments during livestreams) is prohibited.

4. Emergency Procedures

- Staff and officials will be briefed on emergency exit procedures.
- In case of a safety threat, the meeting may be paused, recessed, or adjourned at the discretion of the Council Chair or in coordination with law enforcement.

5. Enforcement

- The presiding officer has the authority to warn or remove individuals who violate this policy.
- Individuals who are removed may be barred from attending future meetings for a specific period.
- Law enforcement support may be engaged for any criminal behavior, threats, or repeated safety concerns.

6. Review and Training

- Town staff and officials will receive periodic training on de-escalation, public engagement, and safety protocols.
- This policy shall be reviewed annually and revised as necessary By the Town of Oakland Safety Committee to ensure continued public safety and compliance with state law.

KPM -Draft: 7/30/2025