

The logo features the word "Maine" in a stylized orange script font, positioned above the words "Cumberland County" in a bold, black, sans-serif font.

Maine Cumberland County

CUMBERLAND COUNTY COMMISSIONERS SPECIAL MEETING AGENDA

VIDEO CONFERENCING

The Commissioners will hold their first remote meeting online.
The meeting will be streamed live at cumberlandcounty.org/live
Submit Public Comments to kennedy@cumberlandcounty.org until the start of the meeting

Wednesday, April 1, 2020

5:30 PM

CALL TO ORDER

PUBLIC HEARING

- | | |
|---------|---|
| 020-027 | Resolution regarding the Maine Bond Bank |
| 020-028 | Authorizing the County Manager to sign on behalf of the County the Maine Bond Bank Loan Agreement |
| 020-029 | County Commissioner Emergency Declaration |

COMMENTS FROM THE PUBLIC

The Board Chair will limit comments to 3 minutes per speaker.

COMMENTS FROM THE COUNTY MANAGER

COMMENTS FROM THE COUNTY COMMISSIONERS

ADJOURN

Next Commissioners' meeting: Monday, April 13, 2020, via video conferencing

**RESOLUTION OF THE
BOARD OF COMMISSIONERS OF CUMBERLAND COUNTY, MAINE
AUTHORIZING ISSUE AND SALE OF UP TO \$290,194.00
PRINCIPAL AMOUNT OF GENERAL OBLIGATION BONDS**

WHEREAS, the Board of Commissioners of Cumberland County, Maine (the "County") approved the award of a bid to Radio Communications Management, Inc. of Portland, Maine to replace the County's primary and secondary microwave systems used for radio communications (the "Project") and authorized the County's Deputy Manager of Finance and Administration to submit an application to the Maine Municipal Bond Bank (the "Bond Bank") to borrow up to \$290,194 to finance the Project at a meeting of the Board of Commissioners duly called and held on February 10, 2020; and

WHEREAS, the Board of Commissioners of the Bond Bank approved the County's application for inclusion in the Bond Banks' Spring 2020 General Bond Resolution at its meeting of March 17, 2020, which approval includes a loan from the Bond Bank to the County in the amount of \$290,194 for the purpose of financing the Project and the purchase by the Bond Bank of the bonds of the County authorized to be issued hereunder in the principal amount of \$290,194; and

WHEREAS, the County desires to authorize the issuance of up to \$290,194 principal amount of the County's 2020 General Obligation Bonds, and to authorize the sale of such Bonds to the Bond Bank for inclusion in its Spring 2020 issue;

NOW, THEREFORE, be it voted, ordered and ordained by the Board of Commissioners of the County as follows:

1. Pursuant to the Commissioners vote on February 10, 2020, the County Charter, Maine law and all other authority thereto enabling, and to provide funds to finance up to \$290,194 of costs of the Project, the County Treasurer is hereby authorized and empowered in the name and on behalf of the County to expend and borrow up to \$290,194 from the Bond Bank pursuant to a Loan Agreement between the County and the Bond Bank providing for a loan from the Bond Bank in the principal amount not in excess of \$290,194, and the Treasurer of the County be and hereby is authorized and empowered, in the name and on behalf of the County, to execute and deliver, under the seal of the County, a Loan Agreement to be in the usual and ordinary form utilized by the Bond Bank, which is hereby approved, and to contain such other terms and provisions, not contrary to the general tenor hereof, as the Treasurer may approve, with his approval to be conclusively evidenced by his execution thereof.

2. Pursuant to the Commissioners vote on February 10, 2020, this Resolution, and the provisions of Maine law, the County Charter and all other authority thereto enabling, and in order to provide funds for the Project as described in the foregoing paragraphs, the Board of Commissioners of the County hereby approves and authorizes the issue, sale and delivery to the Bond Bank as evidence of the aforesaid loan of up to \$290,194 and against payment therefor, the Bonds of the County in a principal amount not to exceed \$290,194, such Bonds to mature and be payable on such dates and in such amounts as approved by the Treasurer; to bear interest at the

rates specified by the Bond Bank for its Spring 2020 issue, which rates shall be subject to approval by the Treasurer of the County, such approval to be conclusively evidenced by his execution and delivery of such Bonds, payable semi-annually; to be issued as a single, fully registered Bond in the an amount not to exceed \$290,194 maturing and payable in installments as aforesaid; to be signed by the Treasurer and countersigned by the Chair of the Board of Commissioners of the County and to be sealed with the seal of the County; and to be in such form and contain such terms and provisions as the officers executing the same may approve their approval to be conclusively evidenced by their execution thereof.

3. The Treasurer of the County and other proper officials of the County be, and hereby are, authorized and empowered in its name and on its behalf, to do or cause to be done all such acts and things as may be deemed necessary or desirable in order to effect the borrowing from said Bond Bank of up to \$290,194 and the issue and delivery to said Bond Bank as evidence thereof of a corresponding principal amount of the Bonds of the County as hereinabove authorized.

4. The County covenants and certifies that, as to any of the Bonds that are issued with the intent that interest thereon be exempt from federal income taxation, no part of the proceeds of the issue and sale of such Bonds authorized to be issued by the foregoing (including any notes and bonds in renewal thereof) shall be used, directly or indirectly, in such manner which would cause such Bonds of the County to be "private activity bonds" or "arbitrage bonds" within the meaning of Sections 141 and 148, respectively, of the Internal Revenue Code of 1986, as amended (the "Code").

5. If any of the officers or officials of the County who have signed or sealed the Bonds shall cease to be such officers or officials before the Bonds so signed and sealed shall have been actually authenticated or delivered by the County, such Bonds nevertheless may be authenticated, issued, and delivered with the same force and effect as though the person or persons who signed or sealed such Bonds had not ceased to be such officer or official; and also any such Bonds may be signed and sealed on behalf of the County by those persons who, at the actual date of the execution of such Bonds, shall be the proper officers and officials of the County, although at the nominal date of such Bonds any such person shall not have been such officer or official.

6. If the Treasurer or Chair of the Board of Commissioners of the County are for any reason unavailable to approve and execute the Bonds or any of the related financing documents, the person or persons then acting in any such capacity, whether as an assistant, a deputy, or otherwise, is authorized to act for such official with the same force and effect as if such official had him/herself performed such act.

7. The Treasurer, Chair of the Board of Commissioners and other appropriate officers of the County are hereby authorized and empowered to do all such acts and things, and to execute, deliver, file, approve, and record all such financing documents, contracts, deeds, assignments, certificates, memoranda, abstracts, and other documents as may be necessary or advisable, with the advice of counsel for the County, including but not limited to any certificates, bond insurance agreements, notices of sale and other documents as may be necessary or appropriate in connection with the sale of the Bonds and any letter of credit agreement or liquidity facility agreement

necessary to the issuance of any Bonds, to carry out the provisions of the resolutions heretofore adopted at this meeting in connection with the Project, the execution, sale, and delivery by the County of the Bonds and the execution and delivery of any related financing documents.

ADOPTED this ___ day of _____, 2020 by the Board of Commissioners of Cumberland County, Maine.

Thomas S. Coward, Chair (District 4)

Stephen F. Gorden, Vice Chair (District 3)

Neil D. Jamieson, Jr. (District 1)

Susan E. Witonis (District 2)

James F. Cloutier (District 5)

LOAN AGREEMENT

AGREEMENT, dated the ____ day of _____ 20__, between the MAINE MUNICIPAL BOND BANK, a public body corporate and politic constituted as an instrumentality of the State of Maine exercising public and essential government functions (hereinafter referred to as the "Bank"), created pursuant to the provisions of Chapter 225 of Title 30-A of the Maine Revised Statutes, as amended (hereinafter referred to as the "Act"), having its principal place of business in Augusta, Maine, and County of Cumberland (hereinafter referred to as the "Governmental Unit"):

WITNESSETH:

WHEREAS, pursuant to the Act, the Bank is authorized to make loans of money (hereinafter referred to as the "Loans") to governmental units and the governmental units are authorized to contract with the Bank with respect to such Loans to be evidenced by its municipal securities (as defined in the Act) to be purchased by the Bank; and

WHEREAS, the Governmental Unit is desirous of borrowing money from the Bank and has requested a loan from the Bank in the amount of \$290,194 (hereinafter referred to as the "Loan") and to evidence the indebtedness to be thereby incurred, has duly authorized the issuance of bonds in the principal amount of \$290,194 of which \$290,194 principal amount (the "Municipal Bonds"), the form of which is attached hereto as Exhibit B, are to be purchased by the Bank in accordance with this Loan Agreement; and

WHEREAS, the Bank has adopted or will adopt a General Bond Resolution (herein referred to as the "Bond Resolution") authorizing the issuance of its bonds from time to time, a portion of the proceeds of which will be expended for the purpose of making the Loan, and will adopt a resolution authorizing the making of the Loan to the Governmental Unit and the purchase of the Municipal Bonds,

NOW, THEREFORE, the parties agree:

- I. The following words or terms used herein shall have the following meanings:
 - (a) "Fees and Charges" shall mean all fees and charges authorized to be charged by the Bank for the use of its services or facilities pursuant to subsection I(h) of section 5954 of the Act.
 - (b) "Governmental Unit's Allocable Proportion" shall mean the proportionate amount of the total requirement in respect of which the term is used determined by the ratio that the Loan then outstanding bears to the total of all Loans which are then outstanding as certified by the Bank.

(c) "Loan Obligation" shall mean that amount of bonds issued by the Bank which shall be equal to the principal amount of Municipal Bonds outstanding.

(d) "Municipal Bonds Interest Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing interest due or to become due on its Municipal Bonds.

(e) "Municipal Bonds Principal Payments" shall mean the amount to be paid by the Governmental Unit pursuant to this Loan Agreement representing principal due or to become due on its Municipal Bonds.

2. The Bank hereby agrees to make the Loan and the Governmental Unit hereby agrees to accept the Loan in the amount of \$290,194. As evidence of the Loan made to the Governmental Unit, the Governmental Unit hereby agrees to sell to the Bank the Municipal Bonds in the principal amount of \$290,194. The Municipal Bonds shall bear interest from the date of their delivery to the Bank at such rate or rates per annum as will result in an interest cost rate to the Governmental Unit of six per centum per annum (6%) (as calculated by the "Interest Cost Per Annum" method) or at such rate or rates per annum as will result in a lesser interest cost rate to the Governmental Unit as determined by the Bank. The interest cost rate for purposes of this Loan Agreement will be computed as if the Municipal Bonds bore interest from the delivery date of the Bank's bonds, and without regard to Sections 4 and 5 hereof which require that the Governmental Unit make funds available to the Bank for the payment of principal and interest at least thirty (30) calendar days prior to each respective principal and interest payment date. Subject to any applicable legal limitations, the rate or rates of interest borne by the Municipal Bonds shall be not less than the rate or rates of interest borne by the bonds issued by the Bank (for corresponding maturities) the proceeds of sale of which were used to make the Loan and to purchase the Municipal Bonds. Notwithstanding the above, the obligation of the Bank to make the Loan shall be conditioned upon receipt by the Bank of the proceeds of bonds issued by the Bank both for the purposes set forth herein and to create the reserves required by the Bond Resolution.

3. The Governmental Unit has duly adopted or will adopt all necessary resolutions and has taken or will take all proceedings required by law to enable it to enter into this Loan Agreement and issue its Municipal Bonds for purchase by the Bank.

4. The Municipal Bonds Interest Payments shall not be less than the total amount of interest the Bank is required to pay on the Loan Obligation and shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay interest as the same becomes due on the Loan Obligation and the Governmental Unit shall make such funds available to the Bank at least thirty (30) calendar days prior to each interest payment date.

5. The Municipal Bonds Principal Payments shall be scheduled by the Bank in such manner and at such times as to provide funds sufficient to pay the principal of the Loan Obligation as the same matures (based upon the maturity schedule provided by and for the Governmental Unit and appended hereto as Exhibit A) and the Governmental Unit shall make such funds available to the Bank at least thirty (30) calendar days prior to each principal payment date.

6. The Governmental Unit agrees to be obligated to pay Fees and Charges to the Bank. The Fees and Charges, if any, collected from the Governmental Unit shall be in an amount sufficient, together with the Governmental Unit's Allocable Proportion of other monies available therefore, including any grants made by the United States of America or any agency or instrumentality thereof or by the State or any agency or instrumentality thereof, to pay on a semi-annual basis:

(a) as the same become due, the Governmental Unit's Allocable Proportion of the administrative expenses of the Bank; and

(b) as the same become due, the Governmental Unit's Allocable Proportion of the fees and expenses of the trustee and paying agents for the bonds of the Bank.

7. The Governmental Unit agrees to be obligated to make the Municipal Bonds Principal Payments scheduled by the Bank on an annual basis and agrees to be obligated to make the Municipal Bonds Interest Payments scheduled by the Bank and to pay the Fees and Charges imposed by the Bank on a semi-annual basis.

8. The Bank shall not sell and the Governmental Unit shall not redeem prior to maturity any of the Municipal Bonds with respect to which the Loan is made by the Bank prior to the date on which all outstanding bonds issued by the Bank with respect to such Loan are redeemable, and shall not after such date sell any such Municipal Bonds unless the sales price thereof received by the Bank shall not be less than the aggregate of (i) the principal amount of the Loan Obligation so to be redeemed, (ii) the interest to accrue on the Loan Obligation so to be redeemed to the next redemption date thereof not previously paid, (iii) the applicable premium, if any, payable on the Loan Obligation so to be redeemed, (iv) the costs and expenses of the Bank in effecting the redemption of the Loan Obligation so to be redeemed, and (v) at the direction of the Bank, an amount equal to the proportionate amount of bonds so to be redeemed which were issued by the Bank with respect to the Loan Obligation and necessary to fund a portion of the reserve fund authorized by Section 6006 of the Act, less the amount of monies or investments available for withdrawal from such reserve fund and for application to the redemption of such bonds issued by the Bank in accordance with the terms and provisions of the Bond Resolution, as determined by the Bank; provided, however, that, in the event the Loan Obligation has been refunded and the refunding bonds issued by the Bank were issued in a principal amount in excess of or less than the Loan Obligation remaining unpaid at the date of issuance of such refunding bonds, the amount which the Governmental Unit shall be obligated to pay under item (i) hereof shall be the principal

amount of such refunding bonds then outstanding. In the event the Loan Obligation has been refunded and the interest the Bank is required to pay on the refunding bonds is less than the interest the Bank was required to pay on such Loan Obligation, the amount which the Governmental Unit shall be obligated to pay under item (ii) above shall be the amount of interest to accrue on such refunding bonds then outstanding.

In no event shall any such sale or redemption of Municipal Bonds be effected without the prior written agreement and consent of both parties hereto.

9. Simultaneously with the delivery to the Bank of the Municipal Bonds, which Municipal Bonds shall be in a form acceptable to the Bank, the Governmental Unit shall furnish to the Bank an opinion in a form acceptable to the Bank of bond counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of said Municipal Bonds then being delivered to the Bank and that said Municipal Bonds will constitute valid obligations of the Governmental Unit as required by the Act.

10. The Governmental Unit shall be obligated to notify the Bank and the corporate trust office of the trustee for the bonds of the Bank in writing at least 30 days prior to each interest payment date of the name of the official of the Governmental Unit to whom invoices for the payment of interest and principal should be addressed, provided, however, that no such notice shall be required if the name of the official of the Governmental Unit has not changed.

11. The Governmental Unit and the Bank agree that the Municipal Bonds Principal Payments, the Municipal Bonds Interest Payments and the Municipal Bonds or a portion thereof may be pledged or assigned by the Bank under and pursuant to the Bond Resolution.

12. The Governmental Unit agrees upon surrender to it of the Municipal Bonds by the Bank it will, at the option of the Bank, cause there to be delivered to the Bank either registered or coupon Municipal Bonds as the case may be.

13. Prior to payment of the amount of the Loan, or any portion thereof, and the delivery of the Governmental Unit's Municipal Bonds to the Bank or its designee, the Bank shall have the right to cancel all or any part of its obligations hereunder if:

(a) Any representation made by the Governmental Unit to the Bank in connection with application for Bank assistance shall be incorrect or incomplete in any material respect; or

(b) The Governmental Unit has violated commitments made by it in its application and supporting documents or has violated any terms of this Loan Agreement.

14. The Governmental Unit agrees to submit to the Bank and to such other persons as directed by the Bank (including, without limitation, securities information repositories) from time to time such information relating to the Governmental Unit (including, without limitation, annual financial reports as they become available) as the Bank requests as being necessary or desirable to

comply with securities laws and rules relating to the Municipal Bonds or to the bonds of the Bank. Such request may take the form of a general direction to supply certain types of information in the event that certain types of events occur (for example, to submit information relating to material adverse changes to the financial condition of the Governmental Unit).

15. If any provision of this Loan Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Loan Agreement and this Loan Agreement shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

16. This Loan Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. Each party agrees that it will execute any and all documents or other instruments, and take such other actions as may be necessary to give effect to the terms of this Loan Agreement.

17. No waiver by either party of any term or condition of this Loan Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase, or other provision of this Loan Agreement.

18. This Loan Agreement merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

19. The Governmental Unit agrees to provide such information about such Governmental Unit as the Bank shall request in connection with the preparation of the official statement of the Bank relating to the offering of the Bank's bonds with respect to the Loan, including but not limited to financial statements, litigation and the project being financed or refinanced with the proceeds of the Loan. The Governmental Unit understands and agrees that the Bank may include such information (or a part thereof) in such official statement, and the Governmental Unit agrees to execute and deliver or cause to be delivered to the Bank such certificates and opinions as the Bank shall reasonably request to confirm and verify the adequacy and accuracy of such information.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

MAINE MUNICIPAL BOND BANK

(SEAL)

Attest:

By _____
Its Chairman

COUNTY OF CUMBERLAND

(SEAL)

Attest:

By _____
Its County Manager

Cumberland County Commissioners

142 Federal Street, Portland, Maine 04101
207-871-8380 • cumberlandcounty.org



**District One Neil Jamieson • District Two Susan Witonis • District Three Stephen Gorden
District Four Thomas Coward • District Five James Cloutier**

Pursuant to Section 2.1 of the County of Cumberland Charter and Administrative Regulation #11 Public Health Emergencies: Human Resource Guidelines, the County Manager hereby finds and orders as follows:

WHEREAS, at this time, guidance from the President of the United States, the Governor of State of Maine, and the Center for Disease Control, urge the public to practice social distancing and not attend events where ten or more people will be gathered;

WHEREAS, on March 15, 2020 the Governor of the State of Maine declared a Civil State of Emergency related to the spread of novel coronavirus disease 2019 (COVID-19) and since then the Governor has declared multiple orders on how citizens should conduct daily business;

WHEREAS, the Town of Brunswick, Town of Cape Elizabeth, Town of Harpswell, City of Portland and City of South Portland, are just a few communities who have declared emergencies;

WHEREAS, COVID-19 is easily spread from person to person through close contact, and as of Monday, March 30, 2020, Maine CDC has reported 275 COVID-19 cases statewide, with 154 cases being within Cumberland County. Three individuals in Cumberland County have unfortunately passed away;

WHEREAS, the risk of community spread of COVID-19 seriously impacts the life, health and safety of the public, and public health is imperiled by the person to person spread of COVID-19;

WHEREAS, emergency management measures are required to reduce the rapid community spread of COVID-19 to protect the health, safety and welfare of affected residents of Cumberland County, Maine; and

WHEREAS, the County Commissioners at their March 9, 2020 Commissioner meeting permitted flexibility within the County's Non-Union Personnel Policy allowing the County Manager and staff the ability to address immediate employee related concerns without the worry of facing barriers and obstacles of current Policy.

Now, Therefore, We, the Commissioners of Cumberland County, pursuant to the authority incumbent upon the Commissioners, do hereby declare, in concert with the President of the United States and Governor of the State of Maine, the existence of a local disaster in the County of Cumberland; and pursuant to the powers vested through the statutes of the State of Maine, County Charter and County

Administrative Regulations, and common law authority to protect the public's health, safety and welfare in the event of an emergency, WE, the Commissioners of County of Cumberland, in consultation with the County Manager, do hereby Order as follows:

As of March 16, 2020, the County Courthouse (County offices side), Jail, Windham Campus, Registry of Deeds, Assessing and the Cross Insurance Arena will be closed to all public, vendor and contractors as a precaution and protection against COVID-19 and our working environments and employees. This closure also includes the Probate Court and Probate's Court Docket, but excludes the District Attorney's Office who will maintain limited public interaction during this time due to court proceedings.

County employees shall be encouraged to telecommute, if able, and offices populated with employees and who do not have the opportunity to work from home, supervisors shall consider alternative schedules in office coverage and service delivery.

The County Manager and Emergency Management Director are directed to coordinate the activities of the emergency response, taking all appropriate actions needed to attempt to mitigate the effects of this pandemic, and to aide in the restoration of essential public services, as to be defined by the Commissioners.

The Commissioners authorize the County Manager to act as necessary to meet the current circumstances of this on-going emergency response: by the rental of equipment, by the purchase of supplies and materials, and by entering into contracts for services, as needed and determined by the County Manager and County staff.

Lastly, the County Commissioners encourage all towns within the County of Cumberland to take appropriate action, for their respected community, to lessen the impact of COVID-19, attempting to flatten the curve, and to hopefully soon regain normalcy for their community's citizens.

The Emergency Declaration signed on this 1th day of April, in the year 2020, and to remain in effect until repealed by the County Commissioners.

Dated: Wednesday, April 1, 2020



CUMBERLAND COUNTY COMMISSIONERS

POSITION PAPER OF THE COUNTY MANAGER

Date: April 1, 2020

Subject: Manager Position Paper for Agenda Items

The following items are brief explanations of the items on the Special Meeting. We are conducting this special meeting for two reasons, first we need to expedite our review and approval of the items on the agenda; and secondly, we are hoping to use this meeting as a test of the online meeting format in anticipation of our regularly scheduled meeting on April 12, 2020.

Maine Bond Bank

Back in February the County Commissioners authorized the County Manager to submit an application to the Maine Bond Bank. As the Commissioners are aware, this application was for approximately 290k, representing the first phase of radio equipment replacement for the Communications Department (Regional Dispatch). We now are in need of a more formal action by the Commissioners, through the attached Resolution. Additionally, I have added an agenda item for the Commissioners to authorize the County Manager to sign the Maine Bond Bank Loan Agreement. Approval of these two documents are the last steps for the Bond Bank.

County Declaration

I believe it would be appropriate for the County Commissioners to act on an Emergency Declaration for the following reasons:

1. To address actions that the County Manager has taken since March 16th.
2. To have Commissioners give the County Manager/staff further guidance;
3. To have a Declaration in place of somewhat format in case any future federal or state funding having the requirement/stipulation that a declaration was declared at the county level.

This Declaration is limited to the workings of County Government and falls short of any type of countywide declaration, at this time. The Declaration shall remain in effect until the Commissioners vote to repeal.

County Manager