

AGENDA

SELECTMEN'S/ASSESSORS' MEETING Tuesday, October 6th , 2020 ONLINE INTERACTIVE 6:30PM

**THE BOARD MEETING WILL BE ONLINE ONLY. WE ASK YOU JOIN
AND LIMIT YOUR CONVERSATIONS AS WE NAVIGATE THE NEW
WAY OF MEETINGS. THE ZOOM LINK WILL BE POSTED TUESDAY
MORNING ON THE WEBSITE AND LIST SERVE**

1. Call Selectmen's Meeting to order
2. Public Comment, please e-mail comments to the Town Manager or wait to be recognized on zoom
3. Approve minutes of Tuesday, September 15th 2020
4. Approve Treasurer's Warrant dated Tuesday, October 6th, 2020
5. Discussion on Solar Ordinance or Moratorium (Planning Board)
6. Appointment of other members on Food Ordinance Committee
7. Approve Official Name of Food Ordinance
8. CMP Pole Permit Approvals
9. Discussion and approval of NE Municipal Advisor Contract
10. Vote to accept the \$5,000 Center for Tech and Civic Life grant
11. Establish Selectmen Newsletter Guidelines
12. COVID-19 updates
13. Other Business
14. Town Manager's Report
15. Selectmen's Report
16. Future Agenda Items
17. Adjourn

Agenda/Notes

#5: Planning Board Chair Gerry Brooks wanted to talk about the possibility of a Solar Moratorium so the PB can develop rules regarding solar.

Unless a permit came in last week, I do not believe we have an actual permit yet, only a concept design that is quite thorough and really already covers all the concerns some on the PB had.

The process would need a Town Meeting vote and if we were to do it now, I am concerned of the timing, place and how many people could attend.

I think the PB could work on an ordinance and already has the power to require this project to meet what the new ordinance would entail. I would really hate seeing us lose a very lucrative project for the Town.

#6: We have one more Statement of Interest from Jim Justice to be on the food committee.

#7: You need to "officially" approve the name of the committee

#8: I have attached a CMP permit application; in the past the BOS has authorized the TM/Road Commissioner to approve all of these. Sometimes we do not meet for 3 weeks and it can delay the building process for a homeowner.

#9: I would like to enter into the contract with NE Municipal Advisors to get us a better bond rate. They recently did Winthrop who had some serious financial issues a 1.45%, so we should be able to be around that amount which would save us over 100K, details are attached.

#10: You need to vote to accept the \$5,000 grant from the center for tech and civic life. We will use this for the purchase of canopies to keep people dry while waiting, a dedicated laptop for voter registrations (currently we run upstairs to do this or use a personal computer), plus PPE safety equipment

MINUTES

SELECTMEN'S/ASSESSORS' MEETING

Tuesday September 15, 2020

ONLINE INTERACTIVE

6:30 PM

DRAFT

Selectmen Present: John Shepard (Chairman), Martha Johnston-Nash, Adam Fuller, Josh White, and Bill Lombardi.

Others Present: Jay Feyler, Christine Simmonds, Elizabeth Dickerson, Erik Amundsen, Jerome Morris, Greg Grotton, John Gibbons

1. **Call Selectmen's Meeting to order:** 6:30 p.m.
2. **Public Comment:**
3. **Approve minutes of Tuesday, May 13, 2020 (John, Josh, Adam, and Bill) and September 1, 2020:**

Motion by Selectman Fuller seconded by Selectman White to approve the May 13th minutes. Vote by roll call. Selectmen in favor: Fuller, Shepard, and White. All in favor.

Motion by Selectman Fuller seconded by Selectman Lombardi to approve the September 1st minutes. Vote by roll call. Selectmen in favor: Fuller, Shepard, White and Lombardi. All in favor.

4. **Approve Treasurer's Warrant dated Tuesday, September 15, 2020:**

Motion by Selectman Johnston-Nash seconded by Selectman Fuller to approve the warrant. Vote by roll call. Selectmen in favor: Fuller, Shepard, Johnston-Nash, White and Lombardi. All in favor.

5. Approve the 2021 General Assistance Ordinance:

Motion by Selectman Lombardi seconded by Selectman Fuller to approve the ordinance. Vote by roll call. Selectmen in favor: Shepard, Fuller, Johnston-Nash, Lombardi and White. All in favor.

6. Approve the Board Funding Vendor:

Motion by Selectman Johnston-Nash seconded by Selectman Fuller to approve. Vote by roll call. Selectmen in favor: White, Shepard, Johnston-Nash, Fuller and Lombardi. All in favor.

7. Appoint members to the Sustainable Food Ordinance Committee:

Motion by Selectman Johnston-Nash seconded by Selectman White to appoint Elizabeth Dickerson and Elaine Frost to the committee, leaving the selection open until more candidates are found. Vote by roll call. Selectmen in favor: White, Johnston-Nash, Fuller, Lombardi and Shepard. All in favor.

8. Communication Plan (Lombardi):

Bill feels that there should be more communication between the Board and Union residents. He would like to see this happen on the listserv or town website.

Discussion: Adam is concerned that messages may come across as unified by the entire Board. He stated that the Board consists of five individuals, at times, with different thoughts and opinions. Martha indicated that the listserv is more of a report format. She feels that a discussion page on the new website would be the best place to post Board information. When asked how the listserv works, Jay indicated that posts on the listserv can be sent out by anyone on the Board and can go out at any time. He also stated that all follow-up correspondence between town residents and the Board would need to be via email and that all the Board members should be CC'd on these emails. After much discussion, all agreed that no matter how the

information is put forth, there needs to be perimeters and/or policies implemented, and more discussion would be required.

Bill also feels that a copy of the warrant should be made public for the evenings of the Board meeting.

Discussion: Adams initial thought is that he sees issues with privacy regarding General Assistance. After a group discussion, it does not seem feasible.

Bill suggested the Board review the town newsletters before they are released.

Motion by Selectman Lombardi seconded by Selectman Johnston-Nash to have formal town office newsletters and publications reviewed by the Select board before releasing them.

Discussion: John indicated that the Board would need to meet each time to cast a vote, making that difficult to do. Martha indicated that other towns have reviewing policies before materials are published. Jay stated that this may be perceived as micromanaging. Jay mentioned to Bill that he is more than welcome to write the yearly newsletter. John indicated, with Jay being the Public Information Officer, he does not feel that the Board needs to be responsible for what is published.

Vote by roll call. Selectmen in favor: Lombardi and Johnston-Nash.

Selectmen Opposed: Fuller, White and Shepard. 2-3

9. COVID-19 updates:

Jay stated that mask and hand sanitizer distribution has begun. Jay was able to acquire child size masks through the grant program and many parents have been picking them up. Thanks to the program, almost every business in Union has hand sanitizer stands. John thanked Jay and the office for their diligence in applying for the grant.

10. Other Business:

Jay received a request from Barry Norris to put a Fryeburg Fair sign on The Common.

Motion by Selectman Fuller seconded by Selectmen Johnston-Nash to approve the sign. Vote by roll call. Selectmen in favor: Fuller, Shepard, Johnston-Nash and White. Lombardi abstained

11. Town Manager's Report:

Jay introduced the interior design of the website. Both Stacey and Sherry have helped design the template and have done a great job. Jay is hopeful they will be working with the website builder by the end of October, launching the site in November.

PW update: Jay is hoping that the boiler will be up and running within the next couple of weeks. The crews will be working on Butler Road. A PW employee has given his two-week notice. Jay stated they will be looking for a replacement with a Class B license which may be a difficult task.

Jay suggested that the Board consider putting together a Broadband committee. There is currently adequate funding available and grant writing will need to be arranged.

12. Selectmen's Report:

Adam shared a town historical report from his family archives. He found it interesting that a 1932 issue had a warrant item to lay concrete sidewalks on The Common, which did not pass.

Adam suggested that the PW employees should be recognized for their hard work and dedication during these tough times. With the fire at the PW building and then Covid-19, that they all had to adapt and have persevered. He thinks the Board should do something special to show them their appreciation. He suggested a pizza lunch. John agrees they are the backbone of our town.

Martha suggested a virtual tour of new PW building to be put on the website since Covid-19 spoiled plans for an open house.

John suggested brainstorming a way to thank the volunteers in town. He feels it is important to initiate ongoing appreciation and suggested to have as a future agenda item.

13. Future Agenda Items:

Establish a Broadband Committee
Volunteer Appreciation Program

14. Adjourn:

Motion by Selectman Fuller seconded by Selectman Johnston-Nash to adjourn. Vote by roll call. Selectmen in favor: Fuller, Lombardi, Johnston-Nash, White and Shepard. All in favor.

Meeting adjourned at 8:11 p.m.

Respectfully submitted,

Sandy Patrick
Secretary

Town of Union
STATEMENT OF INTEREST
FOR
BOARD/COMMITTEE APPOINTMENTS

NAME Jim Justice PHONE 542-7844

MAILING ADDRESS 1510 CLARY Hill Rd.

EMAIL ADDRESS EM587@MIDCONET.COM

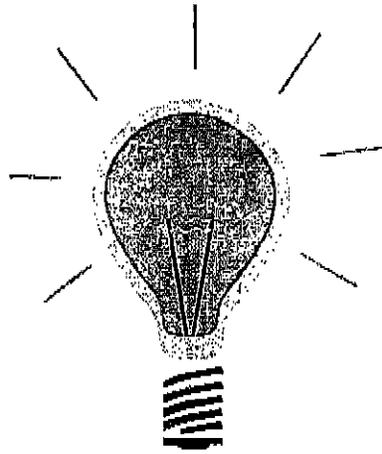
COMMITTEE OR BOARD OF INTEREST TCC COMMITTEE / FOOD COMM

PLEASE INDICATE WHY YOU WOULD LIKE TO SERVE

TCC ~~Board~~ Committee is serving
Food serv comm

PLEASE INDICATE ANY PREVIOUS BOARD OR COMMITTEE EXPERIENCE YOU HAVE HAD, OR OTHER PERTINENT INFORMATION (use back if necessary)

PLEASE SUBMIT THIS FORM TO THE TOWN MANAGER



CENTRAL MAINE POWER COMPANY

Line Clerks New Service

205 Center Rd
Fairfield, ME 04937
Fax: (207) 629-4752

Date: 9-28-2020

To: Union

Fax #: 785-3652

Sender: Anta

Pole permit

You should receive 4 page(s), including this cover sheet. If you do not receive all the pages, please call the sender.

Form 4503

Notification: 10300691996

Work Order: 801000308149

LOCATION PERMIT

Upon the Application of Center Maine Power Company and Tidewater Telecom
FairPoint New England

dated Sep 3, 2020, asking for permission, in accordance with law, to construct and maintain poles, buried cables, conduits, and transformers, together with attached facilities and appurtenances over, under, along or across certain highways and public roads in the location described in said application, permission is hereby given to construct, reconstruct, maintain and relocate in substantially the same location, said facilities and appurtenances in the City / Town of Union

approximately located as follows:

- 1. Starting Point: Appleton Road aka Route 131
- 2. Road (State & CMP): Butler Road
- 3. Direction: Northwest
- 4. Distance: 10,320 feet
- 5. Number of Poles: 1

Facilities shall consist of wood poles and appurtenances with a minimum of wire and cable not less than 18 feet over the public highway and/or buried cables or conduit and appurtenances placed a minimum depth of 36 inches under pavement and 30 inches elsewhere, all in a manner conforming to the National Electric Safety Code.

By: _____

By: _____

By: _____

By: _____

By: _____

Municipal Officers

Office of the _____

Received and Recorded in Book _____, Page _____

Attest: _____

Clerk

Form 4501

Notification: 10300891995

Work Order: 801000308143

CENTRAL MAINE POWER COMPANY

APPLICATION FOR POLE LOCATION OR UNDERGROUND LOCATION

In the City/Town of: Union, Maine

To the: [] City [x] Town [] County of: Knox Maine

- [x] Central Maine Power hereby applies for permission to: [x] Construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below. [] Construct and maintain buried cables, conduits, manholes and handholes, together with wire and cables, transformers, cutouts, and other equipment therein, under, along, and across certain streets and highways in said City/Town as described below. Tidewater Telecom

[x] Central Maine Power Company and FairPoint New England jointly apply for permission to construct and maintain poles together with attached facilities and appurtenances upon, along or across certain streets and highways in said City/Town as described below.

- 1. Starting Point: Appleton Road aka Route 131
2. Road (State & CMP): Butler Road
3. Direction: Northwest
4. Distance: 10,320 feet
5. Number of Poles: 1

- [x] Overhead wires shall have a minimum clearance of 18 feet over the public highway and be constructed to conform with the requirements of the National Electric Safety Code. [] Buried cable facilities shall be placed at a minimum depth of 36 inches under pavement and 30 inches elsewhere and be constructed to conform with the requirements of the National Electric Safety Code.

Any person, firm, or corporation to be adversely affected by this proposed location shall file a written objection with the State Department of Transportation, City, Town or County stating the cause of said objection within fourteen (14) days after the publication of this notice or ninety (90) days after installation of facilities without publication.

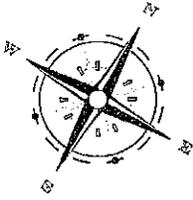
[] Public Notice of this application has been given by publishing the text of the same [x] Not Published

In: [] On: []

CENTRAL MAINE POWER COMPANY

Tidewater Telecom FairPoint New England

By: Ruth MacDonald Date: Sep 3, 2020 By: James Corbett Date: 8/18/2020



NORTHEAST MUNICIPAL ADVISORS LLC

113 Deepwood Drive | Portland, ME 04103

207.797.6681 (Office) | 207.210.7037 (Cell) | rranaghan@gmail.com

Richard Ranaghan
President

September 18, 2020

Mr. Jay Feyler, Town Manager
Town of Union
P.O. Box 186
Union, ME 04862

Dear Mr. Feyler:

The Municipal Securities Rulemaking Board, under Rule G-42, requires that municipal advisors provide a written engagement letter to its Client spelling out the scope of services; duties and responsibilities; compensation; and other terms and conditions related to the engagement.

Therefore, Northeast Municipal Advisors, LLC (“Municipal Advisor”) appreciates the opportunity to serve as Municipal Advisor to the Town of Union (“Client”). Upon your acceptance, this engagement letter (the “Agreement”) will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor.

1. Scope of Services

(a) **Services to be provided.** Municipal Advisor is engaged by Client as its municipal advisor to provide services with respect to the issuances of municipal securities (“Issues”) as set forth in Appendix A (the “Scope of Services”).

(b) **Limitations on Scope of Services.** The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described therein and is subject to any limitations set forth within the description of the Scope of Services.

(ii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to any issue or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advise on any feasibility study.

(iii) If Client has designated Municipal Advisor as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the activities and aspects described in the Scope of Services, the Scope of Services as they relate to such designation as IRMA shall be subject to any limitations with respect to Municipal Advisor’s activities as IRMA as may be provided in the Scope of Services described therein. Municipal Advisor is not responsible for verifying that it is independent (within the meaning of the IRMA exception as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. Any reference to Municipal Advisor, its personnel and its role as IRMA in the written representation of Client contemplated under the IRMA exemption is subject to prior approval by Municipal Advisor, and Client agrees not to represent, publicly or to any specific person, that Municipal Advisor is Client’s IRMA with respect to any aspect of the issuance of municipal securities, outside the Scope of Services without Municipal Advisor’s prior written consent.

(c) **Amendment to Scope of Services.** The Scope of Services may be changed only by written amendment to the Scope of Services described therein. The parties agree to amend or supplement the Scope of Services described therein promptly to reflect any material changes or additions to the scope of Services.

2. Municipal Advisor’s Regulatory Duties When Servicing Client. MSRB Rule G-42 requires that the Municipal Advisor make a reasonable inquiry as to the facts that are relevant to Client’s determination whether to proceed with a course of action or that form the basis for and advice provided by the Municipal Advisor to Client. The rule also requires that the Municipal Advisor undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. The Municipal Advisor is also required under the rule to use reasonable diligence to know the essential facts about client and the authority of each person in Client’s behalf.

Client agrees to cooperate, and to cause its agents to cooperate, with the Municipal Advisor in carrying out these regulatory duties, including providing to the Municipal Advisor accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, Client agrees that, to the extent Client seeks to have the Municipal Advisor provide advice with regard to any recommendation made by a third party, Client will provide to the Municipal Advisor written direction to do so, as well as, any information it has received from such third party relating to its recommendation.

3. Term of this Engagement. The term of this Agreement begins on the Effective Date and ends on June 30, 2021. This Agreement may be terminated with and without cause by either party upon the giving of at least thirty (30) days’ prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination.

4. Compensation.

(a) **Fees and Expenses.** The fees due the Municipal Advisor hereunder shall be, and expenses incurred by Municipal Advisor in connection with any services provided hereunder shall be reimbursed, as set forth in Appendix B (the "Fees and Expenses")

(b) **Limitation of Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Municipal Advisor or any of its associated persons:

(i) the liability of Municipal Advisor and its associated persons to Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, shall be limited to the fees paid or otherwise due and payable under this Agreement, and

(ii) Municipal Advisor and its associated persons shall have no liability to Client for any loss arising out of any issuance of municipal securities, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Municipal Advisor to Client. No recourse shall be had against Municipal Advisor for loss, damage, liability, cost or expense (whether direct, indirect, or consequential) of Client arising out of or defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received by the Internal Revenue Service in connection with any issue or otherwise relating to the tax treatment of any issue, or in connection with any opinion or certificate rendered by counsel or any other party.

5. **Require Disclosures.** MSRB Rule G-42 requires that Municipal Advisor provide you with disclosures of material conflicts of interest and of information of interest and of information regarding certain legal events and disciplinary history.

Northeast Municipal Advisors, LLC has no known conflicts of interest, nor any information of interest regarding any legal events, nor any disciplinary history.

6. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the State of Maine.

7. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of Client and Municipal Advisor, their respective successors and permitted assigns; provide however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

8. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties. This Agreement may not be amended, supplemented, or modified except by means of a written instrument executed by both parties.

9. **Severability.** If any provision of this Agreement is, or is held to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

10. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

11. **Authority.** The undersigned represents and warrants that he has full legal authority to execute this Agreement on behalf of the Client.

Northeast Municipal Advisors, LLC

Signature: _____

By: Richard J. Ranaghan

Title: President

Date: _____

9/18/2020

ACCEPTED AND AGREED:

Town of Union, ME

Signature: _____

By: _____

Title: _____

Date: _____

APPENDIX A

SCOPE OF SERVICES

A. New/Refunding Issues

Provide the following services with respect to Client's new/refunding issues:

1. Evaluate options or alternatives with respect to the proposed Issue
2. Review financial and other information regarding Client, the proposed Issue and source(s) of repayment and security for the Issue
3. Consult with and/or advise Client on actual or potential changes in the marketplace practices, market conditions, regulatory requirements or other matters that may have an impact on Client and its financing plans
4. Assist Client in establishing a plan of financing
5. Assist Client in establishing the structure, timing, terms and other similar matters concerning the Issue
6. Prepare the financing schedule
7. Attend meetings of Client's governing body, as requested
8. Assist in the gathering of information relating to the preparation of the preliminary and final official statements
9. Prepare the preliminary and final official statements
10. Make arrangements for printing, advertising and other vendor services
11. In a competitive sale, collect and analyze the bids and recommend the winning bidder
12. In a negotiated sale, assist the Client in the selection of underwriter(s)
13. In a negotiated sale, coordinate pre-pricing discussions, supervise the sale process including the acceptability of the underwriter's pricing and offer to purchase
14. Assist the Client in the selection of legal and other professionals including paying agent, escrow agent, verification agent
15. Respond to questions from potential underwriters and bidders

16. Arrange and facilitate bond rating presentations
17. Work with bond counsel and other transaction participants to prepare and/or review authorizing documents necessary for closing and delivery of the Issue
18. Prepare the closing memorandum and coordinate the transfer of funds to the Client at closing
19. Assist Client in meeting its obligations under continuing disclosure requirements
20. Provide such other usual and customary municipal advisory services as may be requested by Client

APPENDIX B

FEE AND EXPENSE SCHEDULE 2020-21

Municipal Advisory Fees

Note Issues	All	\$0.50/\$1,000 w/ \$7,500 min
Bond Issues	First \$10M	\$2.00/\$1,000 w/ \$10,000 min*
	Next \$5M	\$1.50/\$1,000
	Over \$15M	\$1.00/\$1,000

Notes:

For all issues, additional costs for printing/production, rating, and paying agent fees are passed through to the issuer.

All Bond Counsel and other vendor's/consultant's fees are billed directly to the issuer.

\$200 hourly charge for financial consulting services to the issuer on matters outside of a bond/note issue.

*For new engagements the first issue fee is a minimum of \$15,000

TOWN OF UNION

General Obligation Bond Issue

Checklist

Page	Item	Who
	Copies of the Lease/Purchase Agreements to be Refunded/Bond Authorization	Jay
11	Town History and Government	Jay
11	Elected Officials	“
11-12	Municipal Services	“
12	Public Education	“
13	Labor Relations	“
13	Largest Employers	“
13	Building Activity-Last 5 Years	“
14-15	Economic Characteristics Tables	Dick
16	Budget Process and FY17-21 Budgets	Jay
17	Fund Balance Policy-?	“
17	CIP-?	“
17-18	Investment or Other Policies	“
19-20	Fy19 Audit (I will do the tables)	“
21	Taxation Section/Tables-Last 10 Years	“
21	Largest Taxpayers for FY21	“
22	Property Tax Limit Calculations-Last 5 Years	“
22-23	Tax Base Sharing/TIF/State Aid	“
23-26	Indebtedness Section/Tables	Dick
26	Overlapping and Contingent Debt	Dick
27	Retirement Sections	Dick
28-29	Environmental/Litigation	Jay/Dick/Bonnie

TOWN OF UNION

2020 General Obligation Bonds

PRELIMINARY SCHEDULE OF EVENTS

Data Gathering Completed	October 9
Contact S&P-assignment of analysts	October 9
Draft Preliminary Official Statement (POS)	October 13
Receive all comments on Draft POS	October 16
Rating Conference Calls w/S&P, period of	October 22-23
Receive Rating	October 30
Post POS and NOS	November 9
Bid Opening	November 24
Issue Final OS	November 25
Sign/Seal/Deliver Bonds and Certificates	December 4
Closing	December 11
Key Date	
Holiday	

OCTOBER

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	TH	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	TH	F	S
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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		