

**Location:                   Town Office, Council Chambers  
                                  21 Water Street, 2<sup>nd</sup> Floor**

**AGENDA**

**Special Council Meeting**

**October 10, 2023  
5:30 PM**

**Executive Session**

**Council enters Executive Session with the Town Manager and the Town Attorney for the purpose of discussing a personnel matter, pursuant to MRSA Title 1, Section 405(6)A.**

**Adjournment**

**Location:** Town Office, Council Chambers  
21 Water Street, 2<sup>nd</sup> Floor

**Viewing on:** Pioneer Cable – Channel 400  
Spectrum Cable – Channel 1301

**Public Participation thru Zoom:** Meeting ID: 856 7271 4460  
NO PASSCODE NEEDED  
CALL-IN: 1-929-205-6099

## AGENDA

**Regular Council Meeting** October 10, 2023  
6:00 PM

### Pledge of Allegiance

### Public Comments

I. **Minutes:** Regular Council Meeting of September 25, 2023 & Special Council Meetings of September 27, 2023 and October 2, 2023.

II. **Old Business:**

A. (090123-1) The Town of Houlton ordains that Chapter 7 General Assistance Appendix A, B, C, D and G dated October 1, 2022 to September 30, 2023 of the Houlton Code be replaced with General Assistance Appendix A, B, C, D and G dated October 1, 2023 to September 30, 2024. (Note: Document in its entirety is available at the Town Office during normal business hours.)

Appendix A - GA Overall Maximums

Appendix B – Food Maximums

Appendix C – Housing Maximums

Appendix D – Utilities

Appendix E – Heating Fuel

Appendix F – Personal Care & Household Supplies

Appendix G – Mileage Rate

Appendix H – Funeral Maximums

(Public Hearing)

**These maximums are reviewed annually by the state and amended as needed.**

**III. New Business**

**A. (100123-1) Council approves execution of the application to the Department of Public Safety by Heather LaFontaine d/b/a Wine Until Nine located at 84 Main Street, for renewal of their liquor license.**

**(Public Hearing)**

**The State of Maine requires approval.**

**B. (100123-2) Council notifies the voters of the Town of Houlton of the Regular Municipal Election to be held on November 7, 2023, by signing the Municipal Election Warrant.**

**This is a state requirement and is posted throughout the town. Polls are open 7AM to 8PM, at the Gentle Memorial Building, 128 Main Street. Absentee ballots are available upon request.**

**C. (100123-3) Council authorizes the Registrar of Voters to be available at the Town Office during the hours the Town Clerk's Office is open for the purpose of registering voters and making name and address changes. (Note: Office hours Monday thru Friday, 7:30 a.m. to 4:00 p.m. and on Thursday, November 2<sup>nd</sup> from 7:30 a.m. to 6:00 p.m.)**

**This is a state requirement to inform citizens of the times they can register to vote and make name and address changes before the election. This can also be done at the polls on election day. The time on Thursday is always extended to 6:00 p.m., which is also the last day for a voter to request an absentee ballot.**

**D. (100123-4) Council authorizes the Town of Houlton to enter into an agreement with LiveBarn for livestreaming at the John A. Millar Civic Center and authorizes Chairman Robinson to sign the agreement.**

**See memo from Haley Nickerson.**

**IV. Discussion and Reports**

**A. Steelstone Street Rezoning Request**

**Need consensus to give Planning Board authority to review.**

**B. Cemetery Software Update**

**C. Town Manager's Reports**

**D. Councilors' Remarks**

**V. Adjournment**

**Regular Council Meeting  
September 25, 2023**

Chairman Robinson called the meeting to order at 6:00 PM with all councilors present except Councilor Horvath, who was excused.

**Public Comments**

Chairman Robinson recognized Eric Winer, who stated that he owns property at 82-84 Main Street and that his tax bill has a 67% increase from last year. He stated that he had met with the assessor to see if anything could be done. He stated that he felt it was a sizable jump in taxes to come up with by October 15<sup>th</sup>. He asked if the town had plans to do a formal revaluation. Chairman Robinson replied that he didn't know of any plans for that at this time.

Chairman Robinson recognized Theresa Duff, Assessor who stated that she would like to recommend extending the tax bill due date until December 28<sup>th</sup>. She encouraged taxpayers to call or come into the office and go over their assessments with her. Chairman Robinson asked Duff how many taxpayers had come forward so far. Duff replied there had been 56 as of the end of the day Friday. She stated that most people don't have a problem with their assessments, it's the amount of tax owed. She explained the process of calculating the mil rate.

Councilor Peters asked what the average increase was. Duff replied that the average increase was 39%. Peters asked if this type of revaluation would be done more often. Duff replied that she was hoping to adjust every year.

Councilor Tortello stated that she understood Mr. Winer's concern. She continued by saying it can be disruptive to businesses when there's an increase in expenses of that magnitude with no prior warning. Many enterprises may have difficulty coming up with the additional funds and may be limited in their options on how to do so. Often it requires passing the increase along to their tenants or customers.

Councilor McLaughlin asked why no one was told about this. Duff replied that this has been a two year project and has been to Council several times to update on the project.

Mr. Winer stated that he felt the town should waive the 2.5% credit card fee as taxpayers may need to use credit cards to pay their bills.

Chairman Robinson recognized Cameron Clark who stated that he owns approximately 40 residential rental units. He revealed the assessments for some of his buildings increased by 118%, some by 40% and some decreased. He stated that he had a conversation with the assessor who gave him thorough explanations. He concluded by saying he felt the mil rate should've gone down more and the town needed to keep an eye on expenditures.

I. **Minutes:** It was moved by Councilor Lake, seconded by Councilor Tortello that the minutes of the Regular Council Meeting of September 11, 2023 & Special Council Meeting of September 18, 2023 be approved as presented.

All were in favor of the minutes.

II. **Old Business:**

A. (090123-1) Chairman Robinson held the First Reading on the following: The Town of Houlton ordains that Chapter 7 General Assistance Appendix A, B, C, D and G dated October 1, 2022 to September 30, 2023 of the Houlton Code be replaced with General Assistance Appendix A, B, C, D and G dated October 1, 2023 to September 30, 2024. (Note: Document in its entirety is available at the Town Office during normal business hours.)

- Appendix A - GA Overall Maximums**
- Appendix B – Food Maximums**
- Appendix C – Housing Maximums**
- Appendix D – Utilities**
- Appendix E – Heating Fuel**
- Appendix F – Personal Care & Household Supplies**
- Appendix G – Mileage Rate**
- Appendix H – Funeral Maximums**

**Chairman Robinson stated that the Public Hearing will be held on October 10, 2023.**

**III. New Business**

**A. (090223-1) It was moved by Councilor Tortello, seconded by Councilor Lake that Council appoint MacKenzie Jenkins to the Rec Advisory Board for a three-year term.**

**Town Manager Anderson stated that she appreciates all the volunteers and their willingness to serve on the town’s boards/committees.**

**Councilor Tortello stated she was thrilled to approve this appointment as on the application, Ms. Jenkins listed working at the Rec Department as her first job. Tortello said it was great to see young people who grew up here and participated in Town programs come back and become involved on the advisory boards for these same programs.**

**Vote to approve the order was taken as follows: Councilor McLaughlin, yes; Councilor Torres, yes; Councilor Peters, yes; Councilor Lake, yes; Councilor Tortello, yes.**

**The order passed.**

**B. (090223-2) It was moved by Councilor Lake, seconded by Councilor Tortello that Councilors Resolve that whereas the Town of Houlton has only recently completed its required revaluation for its municipal Real Estate Taxes. Therefore, the Town of Houlton shall amend the due date for Municipal Real Estate and Personal Property taxes from October 15, 2023, to November 15, 2023.**

**Town Manager Anderson stated that this would give taxpayers more time to pay their increased bills.**

**Chairman Robinson asked how this would affect the town. Anderson replied that if the due date went into December the town would most likely need to borrow money to operate.**

**Councilor Torres stated that she agreed with Assessor Duff and felt the due date should be extended to December 28<sup>th</sup> to be fair to the community even if the town needs to borrow money.**

**Councilor Lake wondered if it was possible for taxpayers to pay their previous tax amount by October 15<sup>th</sup> and extend the due date for the remainder.**

**Councilor Tortello stated that she agreed with Councilor Torres that taxpayers deserved the extra time. She asked what the last date was to make the assessor aware of any errors. Duff replied that it is 185 days from the commitment date.**

**Duff explained the stabilization program that was in place for this tax year. Torres asked when the state gets billed. Duff replied that there was a report due 30 days after commitment date or November 1<sup>st</sup>. Duff stated that she has no idea how long it will take for the state to send those funds.**

Councilor Tortello stated regardless of when taxes are due, she felt it was very important for taxpayers to know the exact date for the deadline when errors must be reported. She asked Ms. Duff to clarify when that date would be. Ms. Duff replied it was March 15, 2024. Tortello also stated it was imperative for the Town to make sure we meet the deadline to submit the report to the State to ensure we get the Senior Stabilization Program reimbursement monies.

Councilor Lake asked about waiving the credit card fees. Anderson replied that the fees would have to be waived for all transactions for town business as we can't pick and choose. She stated that the fees would have to be absorbed by the taxpayers.

Councilor Peters stated that before voting on whether or not to extend the due date, he'd like to know how much it would cost the town to take out a loan if the due date was extended. Anderson replied that she would get the numbers to Council by the end of the week. It was consensus of the Council to hold a Special Council Meeting on October 2<sup>nd</sup> to discuss this matter once more information became available.

Vote to approve the order was taken as follows: Councilor Tortello, no; Councilor Lake, yes; Councilor Peters, no; Councilor Torres, no; Councilor McLaughlin, yes; Chairman Robinson abstained.

The order failed to pass by a vote of 2 – 3.

C. (090223-3) It was moved by Councilor Tortello, seconded by Councilor Lake that Council approve execution of the Blanket Letter of Approval for the Houlton Lodge of Elks #835 to Operate Games of Chance through October 31, 2028.

Town Manager Anderson stated that the application was administratively clear and appreciates the Elks for all they do for the community.

Councilor McLaughlin stated that she also appreciated the Elks but worried that this would encourage more public gambling. Councilor Torres stated that this was a renewal.

Vote to approve the order was taken as follows: Councilor McLaughlin, yes; Councilor Torres, yes; Councilor Peters, yes; Councilor Lake, yes; Councilor Tortello, yes.

The order passed.

#### **IV. Discussion and Reports**

##### **A. Town Manager's Reports**

Town Manager Anderson stated that the Police Department would like to apply for a grant to expand/ renovate the Police Station. She referred to Chief Deluca to provide more details.

Police Chief Deluca stated Rosa McNally informed him of this grant opportunity and has offered to help with the application process. He stated that there would be no cost to the town.

##### **Department Reports**

Town Manager Anderson thanked the Town employees for their public outreach and stated how much it was appreciated. She acknowledged the Fire, Police and Public Works for their exemplary work during the fire at the Airport. She also expressed appreciation to Jim Brown for keeping focused on saving the WWII tower which is located adjacent to the burn site.

**B. Councilors' Remarks**

Councilor Peters asked for clarification that there would be a Special Council Meeting on Monday, October 2<sup>nd</sup> to discuss extending the due date for tax payments. Consensus of Council was to have the meeting.

Councilor Torres stated that the Harvest Festival last weekend was well attended. She stated that 320 pumpkins got painted. She announced the Ricker Alumni reunion would be held this weekend. She updated Council on the work of the Houlton Canopy Crew who have been sprucing up areas throughout the town. She thanked Public Works for delivering a load of loam at the Chamber.

Councilor McLaughlin stated she had attended the Harvest Festival and the Recovery Walk last weekend and what great events they were. She stated that her thoughts and prayers went out to those who were affected by the fire at the Airport. She continued by saying she'd heard someone was organizing a tool drive to help Tiny Homes recover. She asked for an update on the Tiny Homes grant and if there was an anticipated start date to begin constructing the new building. Nancy Ketch, Community Development Director replied that there was not a start date at this time. Nancy stated that she continues to work with the other agencies on this project. McLaughlin stated that she wants to advocate for small vendors when it comes time to renew the waste management contract. She stated that she didn't feel it was fair that there's a monopoly for waste management.

Councilor Tortello, who is the Council representative on the Planning Board, reported on the excellent presentation DECD gave at the last PB meeting. She said that agency will be able to assist us with updating our Zoning Ordinances to be in compliance on January 1, 2024 when LD 2003 goes into effect. She stated how devastated she was about the fire at the airport and was pleased to know the Town was reaching out to the businesses that were effected to help connect them with available resources to help them get back on their feet. She also thanked all who worked at the fire. She announced there would be a fine arts and crafts fair on Saturday, September 30<sup>th</sup> at the Civic Center. She concluded by referencing the close- out of the grant for the Morningstar/MooseBrook Culvert Project that was mentioned in both the Public Works and Community Development Department reports. She inquired if all the outstanding issues related to this project had been resolved, including some structural problems that had been reported and a question about the location of boundary lines of one of the landowners adjacent to the project site.

Chairman Robinson reminded that there was a Special Council Meeting on Wednesday, September 27<sup>th</sup> at 5:00 PM and a Special Council Meeting on Monday, October 2<sup>nd</sup>. He also reminded everyone that the next Regular Council Meeting is on Tuesday, October 10, 2023 due to October 9<sup>th</sup> being Indigenous People Day.

**V. Adjournment:** On motion by Councilor Lake, seconded by Councilor Tortello, the meeting adjourned at 7:12 PM with all in favor.

**Special Council Meeting  
September 27, 2023**

Chairman Robinson called the meeting to order at 5:00 PM with all councilors present except Councilor Horvath, who was excused.

**Executive Session**

On motion by Councilor Lake, seconded by Councilor Tortello that Council enter Executive Session with a representative from Maine Municipal Association for the purpose of discussing a personnel matter, pursuant to MRSA Title 1, Section 405(6)A.

Vote was taken as follows: Councilor McLaughlin, yes; Councilor Torres, yes; Councilor Peters, yes; Councilor Lake, yes; Councilor Tortello, yes.

Council entered Executive Session at 5:01 PM and returned to Open Session at 8:04 PM.

**Adjournment:** On motion by Councilor Lake, seconded by Councilor Tortello, the meeting adjourned at 8:05 PM with all in favor.



**Special Council Meeting  
October 2, 2023**

**Chairman Robinson called the meeting to order at 5:00 PM with all councilors present except Councilor McLaughlin, who was excused.**

**Executive Session**

**On motion by Councilor Lake, seconded by Councilor Tortello that Council enter Executive Session with the Town Attorney, Town Manager, David Gates, and the Town Assessor to discuss the town's rights and duties regarding the 2023 Tax Assessment and contemplated litigation related thereto pursuant to M.R.S.A. Title 1 §405 (6)E.**

**Vote was taken as follows: Councilor Horvath, yes; Councilor Torres, yes; Councilor Peters, yes; Councilor Lake, yes; Councilor Tortello, yes.**

**Council entered Executive Session at 5:01 PM and returned to Open Session at 5:35 PM.**

**Adjournment: On motion by Councilor Lake, seconded by Councilor Tortello, the meeting adjourned at 5:36 PM.**

**Special Council Meeting  
October 2, 2023**

Chairman Robinson called the meeting to order at 5:36 PM with all councilors present except Councilor McLaughlin, who was excused.

**(S100123-1) It was moved by Councilor Lake, seconded by Councilor Tortello that Councilors Resolve that whereas the Town of Houlton has only recently completed its required revaluation for its municipal Real Estate Taxes.**

**Therefore, the Town of Houlton shall amend the due date for Municipal Real Estate and Personal Property taxes from October 15, 2023, to December 28, 2023.**

Councilor Peters stated that if this is approved the town may need to take out a loan and that it will cost the taxpayers money.

Councilor Horvath stated that he felt extending the due date would be appropriate.

Councilor Lake stated that he didn't feel extending the due date would be appropriate.

Councilor Tortello stated that she agreed with Councilor Horvath and feels as though the taxpayers deserve the extra time to pay their tax bills.

**Vote to approve the order was taken as follows: Councilor Horvath, yes; Councilor Torres, yes; Councilor Peters, no; Councilor Lake, no; Councilor Tortello, yes.**

The order passed by a vote of 3-2.

**(S100123-2) Council authorizes the Tax Collector to waive the interest on the 2023 Real Estate and 2023 Personal Property tax bills if paid by 4:00 PM on December 28, 2023.**

No action was taken.

**Adjournment: On motion by Councilor Lake, seconded by Councilor Tortello, the meeting adjourned at 5:39 PM with all in favor.**

Oct 1, 2023 to Sept 30, 2024

FA

OVERALL MAXIMUMS (A)				HOUSING MAXIMUMS (C)				UTILITIES (D)						
Persons in Household				UNHEATED		HEATED		NOTE: For an electrically heated dwelling also see "Heating Fuel" maximums below. But remember, an applicant is not automatically entitled to the "maximums" established applicants must demonstrate need. 1) Electricity Maximums for Households Without Electric Hot Water: The maximum amounts allowed for utilities, for lights, cooking and other electric uses excluding electric hot water and heat:						
1	2	3	4	5	Weekly	Monthly	Weekly	Monthly	Weekly	Monthly	Weekly	Monthly		
\$742	\$812	\$951	\$1,281	\$1,464	\$134	\$577	\$169	\$726	\$19.95	\$85.50	\$22.52	\$96.50		
Household of 6 = \$1,539					\$139	\$598	\$185	\$794	\$24.97	\$107.00	\$27.53	\$118.00		
* Add \$75 for each additional person					\$156	\$672	\$216	\$929	\$29.88	\$128.50	\$32.55	\$139.50		
					\$218	\$940	\$292	\$1,256	NOTE: For each additional person add \$10.50 per month.					
					\$243	\$1,044	\$333	\$1,434	2) Electricity Maximums for Households With Electrically Heated Hot Water: The maximum amounts allowed for utilities, hot water, for lights, cooking and other electric uses excluding heat:					
FOOD MAXIMUMS (B)				PERSONAL CARE & HOUSEHOLD SUPPLIES (F)				Number in Household						
Persons	Weekly	Monthly	Monthly	Number in Household	Weekly Amount	Monthly Amount	Weekly Amount	Monthly Amount	1-2	\$10.50	\$45.00	3-4	\$11.60	\$50.00
1	\$67.67	\$291.00	\$291.00	5-6	\$12.80	\$55.00	7-8	\$14.00	\$60.00	NOTE: For each additional person add \$1.25 per week or \$5.00 per month.				
2	\$124.42	\$535.00	\$535.00											
3	\$178.14	\$766.00	\$766.00											
4	\$226.28	\$973.00	\$973.00											
5	\$268.60	\$1,155.00	\$1,155.00											
6	\$322.33	\$1,386.00	\$1,386.00											
7	\$356.28	\$1,532.00	\$1,532.00											
8	\$407.21	\$1,751.00	\$1,751.00											
Add \$211 per month for each + person														
HEATING FUEL (E)				SUPPLEMENT FOR HOUSEHOLDS WITH CHILDREN UNDER 5										
Month	Gallons	Month	Gallons	When an applicant can verify expenditures for the following items, a special supplement will be budgeted as necessary for households with children under 5 years of age for items such as cloth or disposable diapers, laundry powder, oil, shampoo, and ointment up to the following amounts:										
January	225	Jun-Aug	0	Number of Children	Weekly Amount	Monthly Amount	Weekly Amount	Monthly Amount						
February	225	September	50	1	\$12.80	\$55.00	\$17.40	\$75.00						
March	125	October	100	2	\$23.30	\$100.00	\$27.90	\$120.00						
April	125	November	200	3										
May	50	December	200	4										
NOTE: When the dwelling unit is heated electrically, the maximum amount allowed for heating purposes will be calculated by multiplying the number of gallons of fuel allowed for that month by the current price per gallon. When fuels such as wood, coal and/or natural gas are used for heating purposes, they will be budgeted at actual rates, if they are reasonable. No eligible applicant shall be considered to need more than 7 tons of coal per year, 8 cords of wood per year, 126,000 cubic feet of natural gas per year. or 1000 gallons of propane.				MILEAGE RATE (G)				FUNERAL MAXIMUMS (H)						
				46 cents (\$0.46) per mile				Burial: \$1,475+; Cremation: \$1,025+						

1-800-442-6003

Revised 8/28/23

IIIA



STATE OF MAINE  
DEPARTMENT OF ADMINISTRATIVE AND FINANCIAL SERVICES  
BUREAU OF ALCOHOLIC BEVERAGES AND LOTTERY OPERATIONS  
DIVISION OF LIQUOR LICENSING AND ENFORCEMENT

Division Use Only	
License No:	
Class:	By:
Deposit Date:	
Amt. Deposited:	
Payment Type:	
OK with SOS:	Yes <input type="checkbox"/> No <input type="checkbox"/>

Application for an On-Premises License

All Questions Must Be Answered Completely. Please print legibly.

Section I: Licensee/Applicant(s) Information;  
Type of License and Status

Legal Business Entity Applicant Name (corporation, LLC):	Business Name (D/B/A): <i>Wine Until Nine</i>
Individual or Sole Proprietor Applicant Name(s): <i>Heather LaFontaine</i>	Physical Location: <i>84 Main St. Houlton, ME 04730</i>
Individual or Sole Proprietor Applicant Name(s):	Mailing address, if different: <i>144 Barton Rd. Hodgdon, ME 04730</i>
Mailing address, if different from DBA address:	Email Address: <i>Wineuntilnine@gmail.com</i>
Telephone #      Fax #: <i>207-538-5273</i>	Business Telephone #      Fax #: <i>207-538-5273</i>
Federal Tax Identification Number:	Maine Seller Certificate # or Sales Tax #:
Retail Beverage Alcohol Dealers Permit:	Website address:

1. New license or renewal of existing license?     New      Expected Start date: \_\_\_\_\_  
 Renewal      Expiration Date: 10/13/23

2. The dollar amount of gross income for the licensure period that will end on the expiration date above:  
 Food: \_\_\_\_\_ Beer, Wine or Spirits: \_\_\_\_\_ Guest Rooms: \_\_\_\_\_

3. Please indicate the type of alcoholic beverage to be sold: (check all that apply)  
 Malt Liquor (beer)     Wine     Spirits

III B

TOWN OF HOULTON, MAINE  
REGULAR MUNICIPAL ELECTION WARRANT  
November 7, 2023

TO Gail L. Cleary, a resident of the Town of Houlton: You are hereby required, in the name of the State of Maine and the Town of Houlton, to notify the voters of Houlton of the Regular Municipal Election described in this Warrant.

TO THE VOTERS OF HOULTON: You are hereby notified that the Regular Municipal Election will be held at the Gentle Memorial Building, 128 Main Street, on Tuesday, November 7, 2023 for the purpose of election to the following offices: TOWN COUNCIL, DIRECTORS OF REGIONAL SCHOOL UNIT #29, DIRECTORS OF HOULTON WATER COMPANY, BOARD OF BUDGET REVIEW; and CARY LIBRARY BOARD OF TRUSTEES.

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The polls shall be open at 7:00 a.m. and closed at 8:00 p.m.

Absentee Ballot Processing processed by Clerk (\*centrally, October 31, 2023 through Nov, 6, 2023 at 21 Water Street) and Warden (at polls – 128 Main Street)

\*Processing Time 8:00 AM or immediately following a requested inspection

Pursuant to Title 21-A, Section 759(7), absentee ballots will be processed at the polls (Nov. 7th) at the following times: 9:00 a.m., 10:00 a.m., 11:00 a.m., 1:00 p.m., 2:00 p.m., 3:00 p.m., 4:00 p.m., 5:00 p.m., 6:30 p.m., 7:30 p.m.

The Registrar of Voters shall hold office hours while the polls are open to correct any error in or change a name or address on the voting list; to accept the registration of any person eligible to vote and to accept new enrollments.

A person who is not registered as a voter may not vote in any election.

Dated at Houlton, Maine, October 10, 2023.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A Majority of Municipal Officers of Houlton

A True Copy.

Attest: \_\_\_\_\_, Clerk

Date: \_\_\_\_\_

\*Clerk has read and will comply with the Uniform Guidelines for securing ballots and other materials. \_\_\_\_\_



## JOHN A. MILLAR CIVIC CENTER

94 Randall Avenue Houlton, ME 04730  
Tel. (207) 532-1313 Cell (207) 694-0439  
civic.center@houlton-maine.com

JAD

### MEMORANDUM

October 5, 2023

**To:** Marian Anderson, Houlton Town Manager  
Houlton Town Council  
**From:** Haley Nickerson, Civic Center Supervisor  
**Re:** LiveBarn Contract

We are interested in entering into an agreement with LiveBarn, a company that provides equipment, support, and a platform for livestreaming youth and amateur sporting events. Partnering with LiveBarn would allow us to livestream any event of our choosing and give us complete control over scheduling and accessibility of our live and recorded streams.

This partnership would not be at any expense to the Town. LiveBarn provides all necessary equipment along with installation and maintenance. They will also provide us a "venue code" and when people use our discount code for signups, we will receive 30% of that subscription revenue. Their technology and equipment are high-quality and proven effective and hardy in ice-rink environments.

We have had many requests in the last couple of years to implement this service for families with kids on different hockey teams, grandparents who live away but want to stay involved, teams who want to review game footage, and many others. LiveBarn is extremely popular at rinks and many of our local hockey parents already pay for subscriptions so they can watch at locations across the state. By partnering with LiveBarn, we would be joining a huge network of rinks offering this service to their users.

This service would be highly valued by our hockey community, but we could also utilize the equipment to livestream any event within the rink. For example, if the Chamber wanted to livestream the Trade Show, or if the Fair wanted to livestream their exhibit hall space here, we can offer that to them with the click of a button. Especially because this is a service that we can implement at no cost to the Town, I think it would be of great value.



**VENUE AGREEMENT**

**DATE:**

**BETWEEN: LIVEBARN INC. ("LiveBarn")**

*and*

\_\_\_\_\_ ("Venue Owner")

WHEREAS LiveBarn Inc. and Venue Owner wish to enter into this Agreement pursuant to which LiveBarn will install at Venue Owner's Ice Rink Sheet described in the attached Schedule "A" (each being an "Ice Rink Sheet") a fully automated sports broadcasting system for the delivery of live and/or on demand video and audio streaming to internet connected devices such as smartphones, computers or tablets (the "Automated Online Broadcast Service");

NOW, THEREFORE, in consideration for the mutual promises set out below, and for other good and valuable consideration acknowledged by the parties, LiveBarn and Venue Owner agree as follows:

**1 AUTOMATED ONLINE BROADCAST SERVICE**

1.1 LiveBarn shall, at its own expense, install and maintain all hardware, software and internet bandwidth required for the operation and maintenance of the Automated Online Broadcast Service in regards to each Ice Rink Sheet. The initial installation will occur within six months from the date of this Agreement (such six month date being herein referred to as the "Latest Install Date"); it will be scheduled with the written approval (including email) of Venue Owner, and concurrently with the installation, LiveBarn will specifically explain to Venue Owner representative onsite exactly where any hardware or other components will be installed. Installation will then only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its installation. The initial installation for each Ice Rink Sheet shall include one (1) computer, one (1) router, one (1) modem, between one (1) and three (3) power converters, and up to two (2) cameras to be placed on the side walls or on the beams or columns extending from the walls. The internet connection and computer shall be located adjacent to the respective Ice Rink Sheet in a secure location with electrical power outlets. The exact selection of camera locations will be made after consideration for optimal broadcast quality and avoidance of any obstruction. Any modification to the installation will only be undertaken with the permission and process with Venue Owner as outlined above. Venue Owner shall assume the cost of electricity for the components installed in connection with this Agreement.

1.2 In addition LiveBarn shall, at its expense and upon Venue Owner's request, install one TV which will display a combination of LiveBarn highlights and a live feed, as well as additional LiveBarn information.

1.3 Title to all hardware, software, and wiring shall remain in the name of LiveBarn.

1.4 All content broadcast using the Automated Online Broadcast Service, including the video and audio relating to all sports and recreational activities occurring on each Ice Rink Sheet (collectively, the "Content"), will be made available to LiveBarn's subscribers on a monthly subscription basis, subject to sections 1.7 and 1.8 below. LiveBarn will determine the pricing for its offerings of the Automated Online Broadcast Service. From time to time LiveBarn may provide a free trial at its discretion.

1.5 Revenue generated from the Automated Online Broadcast Service will be the property of LiveBarn; however, LiveBarn will supply Venue Owner with a unique code to enable it to market and solicit new memberships for LiveBarn, for which LiveBarn will pay Venue Owner thirty percent (30%) of the revenues generated from these memberships over the full lifetime of these memberships, during the term of this Agreement. The above code will enable Venue Owner to solicit LiveBarn memberships by providing potential members with the attraction of a 10% discount. This code will track the memberships generated by Venue Owner on a quarterly basis. The above payments to Venue Owner will only apply to LiveBarn memberships originated with the unique code allocated to Venue Owner. LiveBarn will pay Venue Owner its revenue share within 30 days of the end of each calendar quarter together with a corresponding revenue statement. Venue Owner will provide a staff person to communicate with and receive LiveBarn's various local marketing initiatives (including social media) as described below.

1.6 LiveBarn shall be the exclusive owner of all rights in and to the Content, and shall have the exclusive right to broadcast the Content for all purposes and in any manner it determines in its sole discretion, including by providing its broadcast signal to national broadcasters and digital media distributors. Without limiting the foregoing, the Venue Owner acknowledges that online distributions of the Content from each Ice Rink Sheet will be made available to all subscribers of the Automated Online Broadcast Service, subject to sections 1.7 and 1.8 below.

1.7 LiveBarn will provide Venue Owner with an exclusive online administrative password to enable Venue Owner in its discretion to "blackout" any particular dates or time periods from being broadcast on any selected Ice Rink Sheet (the "Blackout Restrictions").

1.8 LiveBarn will also provide Venue Owner with the ability in its discretion to restrict viewer access to any broadcasts from its Venue to a pre-selected potential audience for privacy purposes.

1.9 During the Term (as defined below), LiveBarn will provide Venue Owner with three (3) complimentary LiveBarn accounts for each Ice Rink Sheet.

1.10 LiveBarn will hold Venue Owner harmless for any injuries to LiveBarn employees and agents in connection with their work.



## VENUE AGREEMENT

### 2 TERM AND TERMINATION

2.1 The term of this Agreement commences on the date hereof and continues until the six year anniversary of the Latest Install Date (the "Term"), and it will automatically renew for successive terms of two (2) years, unless either party notifies the other in writing of its intent to discontinue this Agreement at least ninety (90) days before the expiration of the then current term.

2.2 Notwithstanding the foregoing, but subject to Subsection 3.1 below, either party shall have the right to terminate this Agreement for any reason upon giving (90) days written notice to the other party.

2.3 Upon termination of this Agreement by expiration of the term or for any other cause, LiveBarn shall, at its own cost and expense, remove all hardware, software and wiring from Venue Owner's location.

2.4 Venue Owner shall have the right to terminate this Agreement if LiveBarn materially breaches this Agreement and the material breach is not cured to within forty (40) days after Venue Owner provides written notice which outlines such breach to LiveBarn.

### 3 EXCLUSIVITY

3.1 In consideration for the investment of time and expense incurred by LiveBarn to fulfill its obligations under this Agreement, the receipt and sufficiency of which is hereby acknowledged, the Venue Owner hereby declares and agrees that for the initial period of six (6) years, and all renewal periods, from the commencement date of the Term, and notwithstanding the termination of this Agreement by the Venue Owner, for any reason, LiveBarn shall have the absolute exclusivity to broadcast Content from each of the Ice Rink Sheets using unmanned operated cameras. For greater certainty, the said exclusivity shall apply for the six (6) year period even if the Venue Owner elects to terminate this Agreement pursuant to Subsection 2.2 above prior to the expiration of the Term.

3.2 The Venue Owner hereby declares and acknowledges that the foregoing exclusivity, including the term thereof, is reasonable in the circumstances, and that LiveBarn is relying upon such exclusivity in connection with the provision of the Automated Online Broadcast Service and that LiveBarn would not have entered into this Agreement without such exclusivity. However, the foregoing exclusivity shall not apply should LiveBarn cease operations or to the extent Venue Owner terminates this agreement in accordance with section 2.4.

3.3 Venue Owner acknowledges and agrees that, in the event of a breach or threatened breach by it of the provisions of Subsection 3.1 above, LiveBarn will have no adequate remedy in money or damages and, accordingly, shall be entitled to an injunction in a court of competent jurisdiction

against such breach. However, no specification in this Agreement of any specific legal or equitable remedy shall be construed as a waiver or prohibition against any other legal or equitable remedies in the event of a breach of any of the provisions of this Agreement.

### 4 SUPPLY OF AUTOMATED ONLINE BROADCAST SERVICE

4.1 LiveBarn will use reasonable skill and care to make the Automated Online Broadcast Service available throughout the Term. Notwithstanding the foregoing, LiveBarn shall have no responsibility, liability, or obligation whatsoever to Venue Owner, or any other third party, for any interruptions of the Automated Online Broadcast Service.

4.2 LiveBarn may, without any liability to Venue Owner, suspend the supply of all or part of the Automated Online Broadcast Service upon giving Venue Owner notice. This would occur if the LiveBarn equipment is repeatedly damaged or LiveBarn is unable to obtain a sufficient internet signal to the venue.

4.3 The Venue Owner agrees to notify LiveBarn by email to [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com) as soon as it becomes aware of any interruption or malfunction with the Automated Online Broadcast Service. Venue Owner will not be responsible for damage or malfunction of any equipment and LiveBarn will repair or replace at its cost any malfunctioning components which is required. Any required service visit by LiveBarn will be scheduled with the written approval (including email) of Venue Owner. LiveBarn will specifically explain the repair, replacement or service work to Venue Owner representative onsite and this work will only proceed with the consent of Venue Owner which consent will be deemed upon LiveBarn undertaking its work.

4.4 From time to time there will be on site adjustments requiring assistance from a technically proficient person at the Venue. Venue Owner will be responsible to supply such person when necessary.

### 5 NOTICE TO PUBLIC

5.1 The Venue Owner agrees to post a notice at the entrance to its venue and inside each Ice Rink Sheet, advising the public that the venue is monitored by video cameras for security, safety and commercial purposes, and participants waive any claim relating to the capture or public transmission of his/her participation while at the venue. LiveBarn will supply and post these notices during its initial installation and reserves the right to modify the language contained therein from time to time, in its sole discretion, to satisfy its legal obligations.

5.2 In all agreements with parties for usage of the Venue, Venue Owner will include provisions both disclosing the existence of LiveBarn broadcasting at the Venue and requiring such parties to notify all their users of the Venue of this.





**VENUE AGREEMENT**

**6 MARKETING**

6.1 Venue Owner agrees to promote LiveBarn through all available avenues discussed in this section, understanding that it is in Venue's best interest financially to market LiveBarn to their customers and patrons. LiveBarn will also provide, at its expense, a minimum of one (1) 2.5 x 6' color printed standing banner, branded with Venue Owner's unique code described in Subsection 1.5, to be displayed within Venue Owner's lobby in a prominent location. Venue Owner understands that failure to comply and make reasonable promotion and marketing efforts will result in lower revenue share payments to Venue Owner.

6.2 Venue Owner will provide a marketing contact person (s) who will be responsible for interacting with LiveBarn and becoming knowledgeable about the various LiveBarn marketing and promotion initiatives. Upon installation of LiveBarn, Venue Owner will make said contact available for a 30 minute video web session, serving as an orientation into all of the best practices for introducing and promoting LiveBarn. This person will subsequently be responsible for implementing promotion and marketing initiatives to Venue's customers and patrons.

6.3 Venue Owner will place a LiveBarn banner or link on their website with a backlink and embedded demo video where possible. Venue Owner will do the same with any organizations, associations, clubs and affiliates that it owns that use their facility.

6.4 Venue Owner will announce the LiveBarn installation as well as embed any demo video on all of their social media networks. Venue Owner will also like and follow LiveBarn on said social media networks as well as share content when tagged, acknowledging that this will only be used when venue is directly involved with any video shared. Venue Owner will do the same with any organizations, associations, clubs, affiliates that it owns that use their facility.

**7 GENERAL**

7.1 Any amendment to this Agreement must be in writing and signed by both parties.

7.2 Although LiveBarn will remain liable for its obligations hereunder, LiveBarn shall be permitted to use agents and subcontracts to perform its installation, maintenance and repair obligations hereunder.

7.3 The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

7.4 If any part of this Agreement is held to be invalid or unenforceable, that part will be severed and the rest of the Agreement will remain in force. Headings herein are for reference only.

7.5 LiveBarn hereby represents that it maintains \$2,000,000 of General Liability Insurance, \$2,000,000 in

Media Coverage Insurance and \$2,000,000 in Cyber Insurance, and that upon execution of this Agreement Venue Owner will become a Certificate Holder, with its name and location included.

7.6 All notices required under this Agreement must be given in writing and by email to LiveBarn at [venuesupport@livebarn.com](mailto:venuesupport@livebarn.com), [fmiller@livebarn.com](mailto:fmiller@livebarn.com), [ray@livebarn.com](mailto:ray@livebarn.com), and to Venue Owner at its address listed herein. Either party may change its address from time to time by providing notice of such change to the other party.

7.7 This Agreement describes the entire understanding and agreement of the parties, and supersedes all oral and written agreements or understandings between them related to its subject matter.

7.8 This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which taken together will be deemed to be one instrument.

7.9 This Agreement is governed by and will be interpreted under the laws of the State of New York. Any disputes shall be heard in the courts of the State of New York.

7.10 Each party shall keep the terms contained herein confidential and neither of its directors, officers, employees, agents or representatives, where applicable, shall disclose the terms contained herein without the express written consent of the other party, unless such disclosure is required by applicable law.

7.11 Venue Owner will not be liable to LiveBarn by reason of inconvenience or annoyance for any damages or lost revenue due to power loss or shortage, mechanical breakdown, structural damage, roof collapse, fire, flood, renovations, improvements, alterations, or closure of the facility by it or any regulatory agency.

7.12 LiveBarn consents to Venue Owner promoting in its marketing materials that LiveBarn supplies it with the LiveBarn installed product.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date and at the place first above mentioned.

LIVEBARN INC.  
Per: \_\_\_\_\_

VENUE OWNER  
Per: \_\_\_\_\_  
Print Name:

Date:



**VENUE AGREEMENT**

**SCHEDULE A (REQUIRED)**

Venue Name and Address:

We require one point of contact to initiate communication with for each venue. This person will receive a request to complete an online form that gathers information about the venue and points of contact.

Name of Each Rink:

(i.e. Rink #1 or Main Rink)

Primary Contact - Venue General Manager or Decision Maker:

Name:

Work Number:

Cell Phone:

Email Address:

Venues 9 Digit Tax Id #

(EIN): \_\_\_\_\_

We require the Tax ID number in order to ship hardware from Canada to the USA (This helps speed up the shipping and installation process).

IVA

Sept 6, 2023

To the members of the Houlton Town Council:

RE: zoning issue

My name is David Moore, and I purchased property at 204 Steelstone Street in Houlton, in 2014. At the time of purchase, the property was zoned rural. I have been recently informed that my property is now zoned industrial. The question I have is, when and why was it zoned from rural to industrial since I purchased the property in 2014? What is the benefit, to anyone, of having it zoned industrial? My daughter, Michelle Moore Henderson, would like to start construction on a dog boarding and grooming business on the property and build a home. Due to the new zoning, she is not able to do so.

I am respectfully requesting that my property be zoned back to rural. This has caused much delay in our plans for construction, and we'd like to begin our project sooner than later.

Respectfully,

David B. Moore

Daughter, Michelle Moore Henderson



## Town of Houlton

# CODE \* ENFORCEMENT \* OFFICE

21 Water St. Houlton, ME. 04730

Tel. (207)521-5928, Fax (207)532-1304

E-mail: [code.enforcement@houlton-maine.com](mailto:code.enforcement@houlton-maine.com)



## Zoning Memorandum

10/04/2023

Prepared by: CEO Torres

RE: 204 Steelstone Street

To Whom it May Concern,

Please be advised that the current Official Zoning Map (printed 07/14/2022) depicts 204 Steelstone Street, tax map 039-0, lot 006, within the General Industrial District (I-1). The home located on the lot was built in 1974. When this home was built the lot was zoned Rural Residential & Farming (R-F). Property card records indicate that at some point between 1974 and 1992 the zoning was changed from R-F to General Residential (R-2). The lot was zoned R-2 from at least 1992 until January of 1996 as detailed below.

Minutes from the 12/26/1995 Regular Council Meeting - New Business III - item E propose changing the Official Zoning Map as follows *"The R-2 Zone which lies west of the Bangor & Aroostook Railroad line be changed to an I-1 Zone."* The Chairman noted that the Public Hearing for this item will be held on 01/08/1996.

Minutes from the 01/08/1996 Regular Council Meeting – item B, cover the public hearing and subsequent Council vote. It contains the following text *"Chairman McLaughlin stated that the Houlton Planning Board recommends this zoning change. It was noted that this change would enable Steelstone Industries to establish a debris facility on their land. Councilor Surran questions the complaints of the surrounding residents. Mr. Upton stated that traffic was the main concern so the main entrance has been changed to divert traffic to use the dump road instead of going by the three houses"*. The Dump Road has since been renamed Steelstone Street. The public hearing was closed and a vote taken. Motioned by Councilor Surran, and seconded by Councilor Donahue, a roll call vote shows all councilors in attendance voted to make the change from R-2 to I-1.

The current owner purchased the property in early 2015. To the best of my knowledge, the property was at that time, and remains in the General Industrial District.

Thank you,

Benjamin C. Torres - CEO



**TOWN OF HOULTON  
COMMUNITY DEVELOPMENT DEPARTMENT  
21 WATER STREET ♦ HOULTON, MAINE 04730**



Phone: (207) 521-5938

[comm.development@houlton-maine.com](mailto:comm.development@houlton-maine.com)

Fax: 207-532-1304

## **MEMO**

To: Marian Anderson, Town Manager

From: Nancy Ketch, Community Development Director

Date: October 5, 2023

Re: Morningstar Road/Moose Brook Culvert Replacement Project

The Morningstar Road/Moose Brook Culvert Replacement Project has been completed. The original work was performed in the summer of 2021. The project was declared "substantially complete" by the engineer on September 21, 2021. This status started a standard one-year "Correction Period" to provide for a walk through following the winter season to determine any corrections that would be necessary. This process also included the Town holding a 2% retainage of payment until the evaluation could be completed.

As previously reported, there were several corrections identified in the spring of 2022 including structural issues with the new bridge. The work to correct these issues was performed during the summer of 2022 and completed early fall. The Town released all but \$1,000.00 of the retainage in December 2022 holding onto that amount until final review could be performed to see that the corrective work handled the winter weather.

In May of 2023, based on review by Public Works Director Chris Stewart, the project engineer and the contractors, it was determined that the corrective work completed in 2022 was sufficient to declare the project complete. Final payment was issued in June. Because of the completion, representatives from the Federal Emergency Management Agency (FEMA) and Maine Emergency Management Agency (MEMA) scheduled their site visit to review the completed project for August 16<sup>th</sup>, 2023. Chris Stewart and I joined on this site visit.

To the best of my knowledge, the issue with the neighboring property owner was related to the Resource Protection Area of the Shoreland Zone and was addressed by the Department of Environmental Protection (DEP). I do not have the details on this matter.