

Location: Town Office, Council Chambers
21 Water Street, 2nd 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

Special Council Meeting July 28, 2025
5:55 PM

I. New Business

A. (S070325-1) The Town of Houlton ordains the transfer of up to \$500,000 from the Undesignated Fund Balance for the purpose of reducing taxes. The Town Manager certifies that this is in the best interest of the Town.

(Introduction)

[Will update closer to commitment.](#)

V. Adjournment

**Location: Town Office, Council Chambers
21 Water Street, 2nd Floor**

**Viewing on: Pioneer Cable – Channel 400
Spectrum Cable – Channel 1301 or Channel 7**

Public Participation thru Zoom:

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

AGENDA

Regular Council Meeting

**July 28, 2025
6:00 PM**

Pledge of Allegiance

Stephen Landry, MDOT North Street traffic changes presentation.

Public Comments

I. Minutes: Special & Regular Council Meeting of July 14, 2025 & Special Council Meeting of July 15, 2025

II. Old Business

A. (S070325-1) The Town of Houlton ordains the transfer of up to \$500,000 from the Undesignated Fund Balance for the purpose of reducing taxes. The Town Manager certifies that this is in the best interest of the Town.

(First Reading)

Will update closer to commitment.

III. New Business

A. (070225-1) Council approves execution of the application to the Bureau of Alcoholic Beverages by Jeff's Catering & Bake Shop Inc., for Catering Privileges Off Premise for an event on August 9, 2025 at 27 Brown Lane.

Approval is required by the state.

B. (070225-2) Council accepts the bid from Dead River of Houlton, to furnish the town's supply of automotive gasoline, #2 fuel oil, propane and kerosene from the period of July 1, 2025 through June 30, 2028.

Three bids were received.

IV. Discussion and Reports

A. Market Square Housing LP CEA Extension

B. Revolving Loan Fund Guidelines

C. Town Managers Report

D. Councilors' Remarks

V. Adjournment

**Special Council Meeting
July 14, 2025**

Chair Torres called the meeting to order at 5:30 PM with all councilors present.

Executive Session

A. (S070125-1) It was moved by Councilor Lake, seconded by Councilor J. McLaughlin that Council enter Executive Session with Town Manager Clark for the purpose of discussing economic development that premature disclosure would prejudice the position of the Town, pursuant to MRSA Title 1, Section 405 (6)C.

Vote was taken as follows: Councilor J. McLaughlin, yes; Councilor Lake, yes; Councilor Peters, yes; Councilor Matthews, yes; Councilor Brown, yes; Councilor E. McLaughlin, yes.

Council entered Executive Session at 5:32 PM and returned to Open Session at 5:49 PM.

B. (S070125-2) It was moved by Councilor Lake, seconded by Councilor J. McLaughlin that Council enter Executive Session with Town Manager Clark and by telephone, Emma Peterson for the purpose of discussing the disposition of property where premature disclosure of the information would prejudice the position of the Town, pursuant to MRSA Title 1, Section 405(6)C.

Vote was taken as follows: Councilor E. McLaughlin, yes; Councilor Brown, yes; Councilor Matthews, yes; Councilor Peters, yes; Councilor Lake, yes; Councilor J. McLaughlin, yes.

Council entered Executive Session at 5:50 PM and returned to Open Session at 6:04 PM.

C. (S070125-3) It was moved by Councilor J. McLaughlin, seconded by Councilor Lake that Council authorizes Town Manager Clark to enter into a Purchase and Sales Agreement between the Town of Houlton and Ari Major for the purchase of 40 High Street in the amount of \$15,000 and authorizes the Town Manager to execute any documents necessary to satisfy the Purchase and Sales Agreement.

Town Manager Clark explained that this sale includes compensation for back taxes and all of the costs associated with the sale such as, realtor services and legal counsel.

There were no Councilor comments.

Vote was taken as follows: Councilor J. McLaughlin, yes; Councilor Lake, yes; Councilor Peters, yes; Councilor Matthews, yes; Councilor Brown, yes; Councilor E. McLaughlin, yes.

The order passed.

D. (S070125-4) It was moved by Councilor J. McLaughlin, seconded by Councilor Lake that Council authorizes Town Manager Clark to enter into a Purchase and Sales Agreement between the Town of Houlton and Ann Callnan for the purchase of 11 Salem Street in the amount of \$36,000 and authorizes the Town Manager to execute any documents necessary to satisfy the Purchase and Sales Agreement.

Town Manager Clark shared that this sale includes compensation for back taxes and all of the costs associated with the sale such as, realtor services and legal counsel.

There were no Councilor comments.

Vote was taken as follows: Councilor E. McLaughlin, yes; Councilor Brown, yes; Councilor Matthews, yes; Councilor Peters, yes; Councilor Lake, yes; Councilor J. McLaughlin, yes.

The order passed.

V. Adjournment: On motion by Councilor J. McLaughlin, seconded by Councilor Lake the meeting adjourned at 6:06 PM with all in favor.

Signed,

**Tamara Merritt
Recording Secretary**

**Regular Council Meeting
July 14, 2025**

Chair Torres called the meeting to order at 6:07 PM with all councilors present.

Public Comments

Rec Director Owen Gallop spoke in regards to the success of the 4th of July event and thanked all of the sponsors and donors for making the event possible. Director Gallop noted that because of these sponsors, no funds were used out of the Town's operating budget. We are very fortunate to have such incredible businesses, individuals, and community members who support events such as these. Special thanks to Chief Milton Cone and the Fire Department for lending their generators, a portable dunk tank, hoses, and pumps for the water slide and other inflatables. They were instrumental in keeping the water running when needed during the events, along with being present during the fireworks. Special thanks for Chief Tim DeLuca for letting the Rec hire a police officer to be at the event throughout the evening and to help with traffic after the fireworks. A huge thank you to the Parks and Recreation employees who helped make the event special and assisted in making everything run smoothly. All are excited to continue the event for the coming years.

Community Development Director Nancy Ketch, on behalf of the Houlton High School Alumni Association commended the organizations and various departments for their help in making all of the 4th of July festivities successful.

I. **Minutes:** It was moved by Councilor Lake and seconded by Councilor J. McLaughlin that the Regular Council Meeting of June 23, 2025 minutes be approved as presented.

All were in favor.

II. **Old Business** None.

III. **New Business**

A. (070125-1) It was moved by Councilor J. McLaughlin and seconded by Councilor Lake that Council accepts the donation of \$75,000 from the Health Services Foundation and agrees to the financing terms to purchase rescue equipment (jaws of life) for the Houlton Fire Department.

Town Manager Clark shared that he appreciates Chief Cone bringing forward this opportunity. Town Manager Clark thanked the Health Services Foundation for supporting this initiative. This equipment had not been budgeted for so this coming from the Health Services Foundation is outstanding for our financial position. The Foundation voted to supply funding for this project as roughly a 75% grant with a 25% match for the Town of Houlton to pay over 3 years with no interest. The HSF would provide funding ASAP to secure the purchase of the equipment; they would like to receive 3 payments to represent the 25% match by the Town of Houlton. The first payment is not required until January of 2027.

Councilor E. McLaughlin thanked Milton and the Health Services Foundation for their contribution.

Vote was taken as follows: Councilor E. McLaughlin, yes; Councilor Brown, yes; Councilor Matthews, yes; Councilor Peters, yes; Councilor Lake, yes; Councilor J. McLaughlin, yes.

The order passed.

B. (070125-2) It was moved by Councilor J. McLaughlin and seconded by Councilor Lake that Council accepts the bid of \$99,536.79 from Bergeron Equipment for rescue equipment (jaws of life) for the Houlton Fire Department.

Town Manager Clark stated that the town received bids from different vendors and this was the best option. He noted that the vendors gave demonstrations for the department. It was noted that the equipment will be used for the next 25-30 years.

Vote was taken as follows: Councilor J. McLaughlin, yes; Councilor Lake, yes; Councilor Peters, yes; Councilor Matthews, yes; Councilor Brown, yes; Councilor E. McLaughlin, yes.

The order passed.

C. (070125-3) It was moved by Councilor Lake, seconded by Councilor J. McLaughlin that Council accepts the 2025 FY2023 Edward Byrne Justice Assistance Grant of \$7,596 for the Police Department.

Town Manager Clark noted his appreciation to Chief DeLuca for going after this grant to help fund the capital items. These funds will be used to purchase replacement rifles that will phase out aging ones which will enhance officer/community safety. These rifles have been on the capital budget for some time.

Vote was taken as follows: Councilor E. McLaughlin, yes; Councilor Brown, yes; Councilor Matthews, yes; Councilor Peters, yes; Councilor Lake, yes; Councilor J. McLaughlin, yes.

The order passed.

D. (070125-4) It was moved by Councilor Lake and seconded by Councilor J. McLaughlin that Council accepts the donation of tires for the Olympia at the Civic Center from Gill's Point.

Town Manager Clark noted that this is the 3rd agenda item today where each dept head has done work in advance. Town Manager Clark thanked Civic Center Director Serenna Fitzpatrick for finding resources for maintenance needs and appreciates the support from Gill's Point.

Chair Torres noted that Gills Point is the former Hogan Tire Company.

Vote was taken as follows: Councilor J. McLaughlin, yes; Councilor Lake, yes; Councilor Peters, yes; Councilor Matthews, yes; Councilor Brown, yes; Councilor E. McLaughlin, yes.

The order passed.

E. (070125-5) It was moved by Councilor Lake and seconded by Councilor J. McLaughlin that Council accepts the donation of \$100 from Paula Woodworth for the Marie Carmichael Scholarship Fund.

Town Manager Clark thanked Ms. Woodworth. Town Manager Clark noted that this scholarship fund is used for families with unusual financial circumstances to help offset costs of programs so all children have the opportunity to participate.

Vote was taken as follows: Councilor E. McLaughlin, yes; Councilor Brown, yes; Councilor Matthews, yes; Councilor Peters, yes; Councilor Lake, yes; Councilor J. McLaughlin, yes.

The order passed.

F. (070125-6) It was moved by Councilor Lake and seconded by Councilor J. McLaughlin that Council authorizes the Tax Collector to accept prepayment of taxes not yet due or assessed for the 2026 tax year in accordance with MRSA 36, Section 506.

Town Manager Clark shared that this is a requirement to accept payment for the 2026 tax year. This allows people to get ahead with next year's taxes.

Vote was taken as follows: Councilor J. McLaughlin, yes; Councilor Lake, yes; Councilor Peters, yes; Councilor Matthews, yes; Councilor Brown, yes; Councilor E. McLaughlin, yes.

The order passed.

IV. Discussion and Reports

A. Gateway Crossing Bridge

Town Manager Clark shared that there was a bridge inspection in 2019 that outlined several maintenance items that should be addressed and to his knowledge, the town had not addressed them. A brief inspection in early 2024 was stopped mid-way through after it was noticed that a more extensive inspection was needed to determine the condition. Town Manager Clark believes that the attached proposal is necessary to understand what the condition of the bridge is and to have up to date recommendations for maintenance going forward. He noted that the funding would come from the Downtown TIF district. He noted that the proposal is from Sewall Engineers and would be a full inspection to inform the Town know what maintenance items might need to be done in the short term and what long-term maintenance would likely be needed for the future.

Councilor E. McLaughlin noted that she was not sure of the year but remembered there was a similar bridge in another community with some serious concerns. Town Manager Clark noted that he read the file on this, and it was in 2019 that the bridge collapse occurred. This is when the town started taking a bigger look at the Gateway Crossing Bridge. The bridge collapsed after four months and ours has been there for over 14 years. Our bridge would have collapsed by now if it had been the same type of bridge. The file on this bridge is extensive and this is the next step in the process. The scope of work would be completed by September. Councilor Lake shared that he has looked over the information and believes that it will be a thorough inspection for this bridge and would like to see it secure. Town Manager Clark shared that in the proposal from Sewall the original engineering firm would be assisting the main contractor as a subcontractor on the job.

B. Town Managers Report

Town Manager Clark took a moment to commend all the department heads for their work on events in town over the past week with Midnight Madness, 4th of July and the fair. Town Manager Clark noted that he has heard great things and appreciation being expressed towards the Town's involvement.

Town Manager Clark noted that the town is approximately halfway through the fiscal year, and he will be spending some time taking a close look at how things are looking financially. There are some budget lines looking a little high, so Town Manager Clark will inform Council about them as needed.

There continues to be some ongoing maintenance challenges with some of the town's buildings, including a lot of repairs, at the civic center and at the public safety building.

Town Manager Clark believes that the town needs to consider a policy for TIF spending at some point. Town Manager Clark is committed to transparency with this spending but there have been a few occasions with smaller amounts being transferred that may not need to come to Council. A policy stating a limit would be helpful for consistency all around.

Town Manager Clark announced that nomination papers are available at the Town Office for November's election. Papers are due to be returned by the beginning of September. There are openings for Council, Directors of RSU 29, Board of Budget Review and more. Each nominee will need to obtain a minimum of 70 Houlton Voter signatures.

C. Councilors' Remarks

Councilor J. McLaughlin shared that with all of the goings on in town over the last few weeks, the town has really come together to make it a great experience. Councilor J. McLaughlin thanked everyone who had a part in making it a success and noted that he is proud to be a citizen of Houlton.

Councilor Lake shared that it was great to see all of the activities during the 4th of July and the reactions from the community. Councilor Lake encourages veterans who have not yet, taken an honor flight – it can be a great opportunity for healing.

Councilor Peters shared that the roads are great, to which Town Manager Clark added that there is a binder on Highland Avenue, and they will be putting a finishing coat on it in the future. Town Manager Clark also noted that Winter and Prospect Street paving will hopefully start later this week and be finished by the end of the year.

Councilor Matthews noted how great it was to see so many people downtown for Midnight Madness and the fair, and thanked all who had a hand in it.

Councilor E. McLaughlin stressed the importance of the local ambulance service obtaining a fetal monitor due to the recent local hospital's closure of their Labor & Delivery Unit. Councilor E. McLaughlin noted that a community member approached her with concerns relating to the condition of Pleasant Street. Councilor E. McLaughlin noted the Town's success with the local fair and commended those involved. Councilor E. McLaughlin noted that some of the fair contracts are dated and recommends they be reviewed prior to next year's festivities. Councilor E. McLaughlin questioned if the sidewalks on Winter Street will be done when the street is paved as she feels it is a safety hazard; would like for everyone to walk down the sidewalk. Town Manager Clark noted that the funding sources are different and that Winter Street sidewalks would be funded through a grant that would be addressed next year. Councilor E. McLaughlin questioned if anything can be done before next year. Town Manager Clark suggests waiting for grant dollars to address this.

Chair Torres noted the amazing work of the Public Works and the Police Department throughout all the holiday festivities. Chair Torres shared that the town had around 8,700 people downtown for Midnight Madness. Chair Torres expressed concern for the new trees that were planted downtown and that there was a massive dieback of the trees. Chair Torres noted that it is believed to be a chemical problem.

V. (070125-7) It was moved by Councilor Lake, seconded by Councilor J. McLaughlin that Council enter Executive Session with the Town Manager for the purpose of discussing a personnel matter, pursuant to MRSA Title 1, Section 405(6)A.

Vote was taken as follows: Councilor E. McLaughlin, yes; Councilor Brown, yes; Councilor Matthews, yes; Councilor Peters, yes; Councilor Lake, yes; Councilor J. McLaughlin, yes.

Council entered Executive Session at 6:45 PM and returned to open session at 7:20 PM.

VI. Adjournment: On motioned by Councilor Lake, seconded by Councilor J. McLaughlin the meeting adjourned at 7:20 PM with all in favor.

Signed,

Tamara Merritt
Recording Secretary

Special Council Meeting
July 15, 2025

Chair Torres called the meeting to order at 1:00 PM with all councilors present except Councilor Matthews and Councilor E. McLaughlin who were excused.

Executive Session

A. (S070225-1) It was moved by Councilor J. McLaughlin, seconded by Councilor Lake that Council enter into Executive Session with the Town Attorney and the Town Manager for the purpose of union negotiations, pursuant to M.R.S.A Title 1, Section 405(6)D.

Vote was taken as follows: Councilor J. McLaughlin, yes; Councilor Lake, yes; Councilor Peters, yes; Councilor Brown, yes.

They entered Executive Session at 1:01 PM and returned to Open Session at 2:44 PM.

Adjournment: On motion by Councilor Lake, seconded by Councilor J. McLaughlin the meeting adjourned at 2:44 PM with all in favor.



State of Maine

III A

Bureau of Alcoholic
Beverages & Lottery
Operations

Application Copy

File Number: 86978

Job Type: New Application

LICENSE TYPE / EVENT TYPE

Qualified Catering Permit
Special Event

APPLICATION DATE RECEIVED

2025-07-11

LICENSEE

Jeff's Catering & Bake shop, Inc.

LICENSEE TYPE

Corporation

PARENT LICENSE(S)

LICENSE

License QCS-00-104449 (Active) - On-Premises: Beer, Wine & Spirits
Jeff's Catering (Jeff's Catering & Bake shop, Inc.)

MANAGED BY AGENT

Yes

AGENT

Jeff's Catering & Bake shop, Inc.

AGENT TYPE

Corporation

LOCATION

Private Home

EVENT DATE(S)

Aug 9, 2025

NUMBER OF EVENT DAYS

1

EVENT HOURS OF OPERATION

5p-11:30p

EVENT CONTACT INFORMATION

Jim Brown

EVENT ADDRESS

27 Brown Lane Houlton ME 04730

Municipality

Houlton

County

Aroostook

HB

TOWN OF HOULTON – BID FORM

FUEL BID FOR THE PERIOD OF JULY 1, 2025 THROUGH JULY 1, 2028

<u>Type of Petroleum</u>	<u>Rack Price</u> <u>As of July 9, 2025</u>	<u>Freight</u>	<u>Additional</u> <u>Margin</u>	<u>Total</u>
1. Fuel Oil	2.5358	.105	.05	2.6908
2. Automotive Gasoline				
a) Regular Unleaded	2.0816	.105	.05	2.2366
b) Diesel	2.6554	.105	.05	2.8104
c) Kerosene (For Winter Mix)	2.8082	.105	.05	2.9632
3. Kerosene	2.8082	.105	.05	2.9632
4. Propane	1.1687	.08	.20	1.3887

The undersigned certifies that the firm, corporation or company is a regular dealer in fuel oil, automotive gasoline, and/or range oil. This bid is submitted in accordance with the specifications as set forth in the Town of Houlton's Notice and Specifications for its projected needs.

Date: 7-16-2025 Signed: [Signature]

By: Brian Faust
Corporation, Firm or Company
Owner, Officer or Authorized Individual

Address: 28 Bangor St
Houlton Me 04730

TOWN OF HOULTON - BID FORM

FUEL BID FOR THE PERIOD OF JULY 1, 2025 THROUGH JULY 1, 2028

Type of Petroleum	Rack Price As of July 9, 2025	Freight	Additional Margin	Total
1. Fuel Oil	2.57794	.13	.064	\$ 2.7734
2. Automotive Gasoline				
a) Regular Unleaded	2.2281	.13	.064	\$ 2.422
b) Diesel	2.7219	.13	.064	\$ 2.9159
c) Kerosene (For Winter Mix)				
3. Kerosene	3.1971	.13	.064	\$ 3.3911
4. Propane	1.1154	.18	.05	\$ 1.345

The undersigned certifies that the firm, corporation or company is a regular dealer in fuel oil, automotive gasoline, and/or range oil. This bid is submitted in accordance with the specifications as set forth in the Town of Houlton's Notice and Specifications for its projected needs.

Date: 7/9/25

Signed:

Corporation, Firm or Company

By:

Ken Rosser Daigle Oil Company
Owner, Officer or Authorized Individual

Address:

50 Bangor Street
Houlton, ME 04730

TOWN OF HOULTON – BID FORM

FUEL BID FOR THE PERIOD OF JULY 1, 2025 THROUGH JULY 1, 2028

<u>Type of Petroleum</u>	<u>Rack Price</u> <u>As of July 9, 2025</u>	<u>Freight</u>	<u>Additional</u> <u>Margin</u>	<u>Total</u>
1. Fuel Oil	<u>2.58</u>	<u>0</u>	<u>.18</u>	<u>2.76</u>
2. Automotive Gasoline	_____	_____	_____	_____
a) Regular Unleaded	_____	_____	_____	_____
b) Diesel	_____	_____	_____	_____
c) Kerosene	_____	_____	_____	_____
(For Winter Mix)	_____	_____	_____	_____
3. Kerosene	_____	_____	_____	_____
4. Propane	_____	_____	_____	_____

The undersigned certifies that the firm, corporation or company is a regular dealer in fuel oil, automotive gasoline, and/or range oil. This bid is submitted in accordance with the specifications as set forth in the Town of Houlton's Notice and Specifications for its projected needs.

Date: 7-16-25 Signed: Bates Diesel, Inc.

By: Therese Ross
Corporation, Firm or Company
Owner, Officer or Authorized Individual

Address: 1 Kendall Street
Houlton, ME 04730

TO: Cameron Clark, Houlton Town Manager
Members of Town Council
DATE: July 23, 2025
RE: Market Square Commons and TIF application

IV A

Everyone,

Thank you for taking the time to listen to me speak regarding our application for an extension on our expiring 85/15 TIF that is in place for Market Square Commons. I own Shiretown Properties as well as the entities that make up the ownership structure of Market Square Commons. Since coming to Houlton in 2014 under the auspices of being a State Farm Agent, my team and I have purchased 160 rental doors and many of those buildings and units we have renovated. Sugarloaf in 2016 and approximately \$300k over the following 6 years in roofs, siding, windows, and numerous apartments. Kendall Street in 2017 with a \$400k investment and creation of an 8-unit complex. Mansur Block followed and over the next 6 years we took that building and invested over \$1,500,000 in creating an additional 12 apartments, a sprinkler system throughout the building, upgraded plumbing and electrical to about 65% of the building. Houlton Pioneer Times building was in the middle there and we invested over \$250k in 3 (then 2) new units, all new electrical and new interiors on the ground floor units. Aroostook Print Shop building was in 2022 or so and that was a \$330k investment that created 2 residential over 2 commercial units. In 2024 we made a \$2.2 million purchase of 52 residential units that over the next 5 years we will overhaul and bring up to date. The bottom line is we have not stopped making this community better by making our apartments better and adding units more often than not. I know we commit \$150k plus in property taxes each year to this community. However, I digress. Let us talk about Market Square Commons.

Market Square Commons is the only 55+ affordable housing project located in Market Square and has 28+ tenants that live and shop in the downtown area 365 days a year. The project requires the owners to provide the following: heat, electricity, internet, water, sewer, trash, landscaping, plowing, and having someone on-site at a minimum of 4 hours a week. The project does not allow the owner to charge market rate rent regardless of how much the utilities have risen in the last 15 years, or how much any other expense has risen as well. Each year Maine Housing publishes what they feel are appropriate rental amounts for each County in the State. However, most of our tenants have been residents for 8+ years and those rents have not kept pace with utility increases, trash weight increases, wage increases, etc. We solely maintain the parking lot that connects the Commons with Market Square and that is an additional expense not within the budget of Market Square Commons. (As a courtesy we have allowed public parking as it is the only off-street parking used by Landlords and retail customers in Market Square). Once a tenant has been placed in the building we are only allowed to request a rent increase once a year and at the most (discretion of Maine Housing) a 5% increase is allowed, some years the request to increase is denied as Maine Housing has determined that Area Medium Income (AMI) has not increased or has decreased, or there was little to zero increase with social security. This building currently operates on a budget built around the existing TIF. The building does not require a great amount of town services as all plowing and maintenance are done in-house. We hope that the Town sees the benefits of having an affordable housing project within Market Square and will extend the existing TIF. I understand the need for our community to increase its tax dollars and to ask for the same TIF set in place in 2010 would be inappropriate. All expenses have gone up, so with that in mind my request is to have the town double what it receives currently from Market Square Commons property tax bill. A 70/30 split for the next 10 years would allow our management team to slowly increase rents as Maine Housing allows and hopefully be in a position in 10 years to revisit this TIF and increase it to a 50/50 split perhaps. To face the prospect of a 375% increase in property tax is daunting, but we could manage a 100% tax increase.

If you have any questions, I am happy to answer them to the best of my ability.

CREDIT ENHANCEMENT AGREEMENT

Between

TOWN OF HOULTON, MAINE

And

MARKET SQUARE HOUSING LP.

TABLE OF CONTENTS

ARTICLE I DEFINITIONS	1
Section 1.1. Definitions.....	1
Section 1.2. Interpretation and Construction.	4
ARTICLE II DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS .5	
Section 2.1. Creation of Development Program Fund.....	5
Section 2.2. Liens.....	5
Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.....	5
Section 2.4. Use of Monies in Development Program Fund.	6
Section 2.5. Monies Held in Segregated Account.	6
ARTICLE III PAYMENT OBLIGATIONS.....	6
Section 3.1. Payments To Developer.....	6
Section 3.2. Failure to Make Payment.....	7
Section 3.3. Manner of Payments.	7
Section 3.4. Unconditional Payment Obligation.....	7
Section 3.5. Limited Funding Obligation.	7
ARTICLE IV PLEDGE	8
Section 4.1. Pledge of Developer Cost Subaccount.....	8
Section 4.2. Perfection of Interest.....	8
Section 4.3. Further Instruments	9
Section 4.4. No Disposition of Development Program Fund.	9
Section 4.5. Access to Books and Records.	9
ARTICLE V DEFAULTS AND REMEDIES	9
Section 5.1. Events of Default.	9
Section 5.2. Remedies on Default.....	10
Section 5.3. Remedies Cumulative.	10
Section 5.4. Agreement to Pay Attorney's Fees and Expenses.	10
ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION.....	11
Section 6.1. Effective Date and Term.	11
Section 6.2. Cancellation and Expiration of Term.....	11
ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST	11
Section 7.1. Town's Consent Required to Pledge and/or Assignment.	11
Section 7.2. Pledge, Assignment or Security Interest.....	12
ARTICLE VIII MISCELLANEOUS.....	12
Section 8.1. Successors.....	12
Section 8.2. Parties-in-Interest	12
Section 8.3. Severability.	12
Section 8.4. No Personal Liability of Officials of the Town.	12
Section 8.5. Counterparts.....	13
Section 8.6. Governing Law; Venue for Suits.	13

Section 8.7. Notices.....	13
Section 8.8. Amendments.....	14
Section 8.9. No Joint Venture.....	14
Section 8.10. No Waiver of Immunities.....	14
Section 8.11. Integration.....	14
Section 8.12. Project Work; Permits.....	14
Section 8.13. Reporting Requirements.....	15
Section 8.14. Tax Laws and Valuation Changes	15

THIS CREDIT ENHANCEMENT AGREEMENT dated as of June 30, 2011, by and between the Town of Houlton, Maine (the "Town"), a municipal corporation and political subdivision of the State of Maine, and MARKET SQUARE HOUSING LP., with a place of business in Wiscasset, Maine (hereinafter "Developer"),

WITNESSETH THAT:

WHEREAS, the Town has designated Downtown Tax Increment Financing District (the "District") pursuant to Chapter 206 of Title 30-A of the Maine Revised Statutes, as amended, by action of the Houlton Town Council at a meeting on _ (we will insert the date) (the "Vote") and pursuant to the same Vote adopted a Development Program and Financial Plan for the District (the "Development Program") and authorized the Town Manager to negotiate, execute and deliver a Credit Enhancement Agreement as contemplated by the Development Program; and

WHEREAS, the Town has submitted the Development Program to the Maine Department of Economic and Community Development ("DECD") for the DECD's review and approval of the designation of the District and the Development Program; and

WHEREAS, the District designation and the Development Program were approved by DECD on _ we will insert the date ; and

WHEREAS, the Development Program contemplates the execution and delivery of a Credit Enhancement Agreement between the Town and the Developer; and

WHEREAS, the Town and the Developer desire and intend that this Credit Enhancement Agreement be and constitute the Credit Enhancement Agreement contemplated by and described in the Development Program;

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1. Definitions.

The terms defined in this Article I shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means chapter 206 of Title 30-A of the Maine Revised Statutes and regulations adopted thereunder, as amended from time to time.

"Agreement" means this Credit Enhancement Agreement between the Town and the Developer dated as of the date first set forth above, as such may be amended from time to time.

"Captured Assessed Value" means the amount, stated as a percentage, of the Increased Assessed Value of real and personal property that is retained in the District and used to fund or reimburse project costs contained within the Development Program in each Tax Year during the term of the District, as specified in Section 2.3 hereof. The percentage of the Increased Assessed Value to be retained within the District as Captured Assessed Value in each Tax Year that the Development Program shall remain in effect shall be one hundred percent (100%).

"Commissioner" means the Commissioner of the State of Maine Department of Economic and Community Development.

"Company" when used herein has the same meaning as "Developer".

"Current Assessed Value" means the then current assessed value of all taxable real estate and personal property located within the District, as determined by the Town's Assessor as of April 1 next preceding each Tax Year that this Agreement shall remain in effect.

"DECD" means the State of Maine Department of Economic and Community Development.

"Department" when used herein has the same meaning as "DECD".

"Developer" means Michael L. Finnegan, representing Market Square Housing LP., A Maine Corporation organized and existing under the laws of the State of Maine, its successors and assigns, with a place of business in Wiscasset, Maine

"Developer Project" means the \$1,630,000 Market Square Housing LP. expansion project, referred to in Section 1(D) of the Development Program.

"Developer Project Costs" means all debt service expenses incurred and actually paid by the Developer on the Developer Project as defined above.

"Developer's Property" means all taxable real estate and personal property located within the District and owned by the Developer or on which the Developer is otherwise liable to pay municipal property taxes, *e.g.* as person in possession. For purposes of the Agreement, 'Developer's Property' includes all taxable personal property located on the Developer's real estate within the District and assessed for municipal tax purposes to the Developer.

"Developer Project Cost Sub-Account" means a sub-account within the Project Cost Account to be established for the purpose of funding the Developer's portion of the Development Program.

"Developer Reimbursement Percentage" means the annual percentage reimbursement to the Developer of Property Taxes paid by the Developer for the Fiscal Year concerned, on the portion of the Captured Assessed Value within the District attributable to the Developer's Property, shown in Section III, Table 4 of the Development Program as "TIF %". For the Downtown TIF districts this amount is 85% for a fifteen (15) year period.

"Development Program" is defined as provided in the recitals above.

"Development Program Fund" means the development program fund described in the Financial Plan section of the Development Program and established and maintained pursuant to Article II hereof.

"District" is defined as provided in the recitals above.

"Effective Date" means April 1, 2011. It is the parties' intention that the Developer's first year of eligibility for tax reimbursements under this Credit Enhancement Agreement shall be the Town's January 1, 2011 through December 31, 2011 municipal tax year.

"Financial Plan" means the Financial Plan described in Section III of the Development Program.

"Fiscal Year" means January 1 to December 31, each year or such other fiscal year as the Town may from time to time establish.

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value exceeds the Original Assessed Value. If the Current Assessed Value is less than or equal to the Original Assessed Value in any year, there is no Increased Assessed Value in that year.

"Original Assessed Value" means the sum of \$ 8,440,500, the taxable assessed value of all taxable real estate and personal property located within the District as of March 31, 2007.

"Other Developer Property" means all taxable real estate and personal property now owned or hereafter acquired by the Developer, or on which the Developer is otherwise liable to pay property taxes, located in the Town of Houlton but outside of the District.

"Project Cost Account" means the Project Cost Account described in the Financial Plan Section of the Development Program and established and maintained pursuant to Article IV hereto.

"Property Taxes," when capitalized, means any and all *ad valorem* property taxes levied, charged or assessed against any taxable real estate or personal property located in the District by the Town, or on the Town's behalf.

"Retained Tax Increment Revenues" means the amount assessed by the Town in each Tax Year as Property Taxes on the Captured Assessed Value, and deposited to the Development Program Fund for Development Program purposes.

"Retained Tax Increment Revenues (Developer's Share)" means the amount assessed by the Town in each Tax Year as Property Taxes on the portion of the Captured Assessed Value attributable to the Developer's Property in the District, multiplied by the Developer's Reimbursement Percentage for that Tax Year defined above.

"Retained Tax Increment Revenues (Town's Share)" means the amount assessed by the Town in each Tax Year as Property Taxes on the Captured Assessed Value in the District, multiplied by the Town's Percentage for that Tax Year as provided in section 2.3 of this Agreement.

"State" means the State of Maine.

"Tax Increment Revenues" means the amount assessed by the Town in each Tax year as Property Taxes on the Increased Assessed Value in the District, but not including the amount of any development district assessment by the Town or district tax or special assessment imposed directly by the State of Maine, Aroostook County, or any special purpose district or other entity having assessment authority under any law now in force or hereafter enacted, upon any real or personal property located in the District. .

"Tax Payment Date" means the date(s) on which property taxes levied by the Town are due and payable from owners of property located within the Town.

"Tax Year" when used herein has the same meaning as "Fiscal Year."

"Town" means the Town of Houlton, Maine.

"Town Project Cost Sub-Account" means a sub-account within the Project Cost Account to be established for the purpose of funding the Town's portion of the Development Program.

Section 1.2. Interpretation and Construction.

In this Agreement, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

(b) Words importing a particular gender mean and include correlative words of every other gender and words importing the singular number mean and include the plural number and vice versa.

(c) Words importing persons mean and include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

(d) Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

(e) All approvals, consents and acceptances required to be given or made by any signatory hereto shall not be unreasonably withheld.

(f) All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time.

(g) If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof.

ARTICLE II

DEVELOPMENT PROGRAM FUND AND FUNDING REQUIREMENTS

Section 2.1. Creation of Development Program Fund.

Within sixty (60) days after the date of this Agreement, the Town shall create and establish a segregated fund in the name of the Town designated as the "North Street Development District Program Fund" (the "Development Program Fund") pursuant to, and in accordance with the terms and conditions of, the Development Program and 30-A M.R.S.A. § 5227(3), as amended from time to time. The Development Program Fund shall consist of a Project Cost Account, which shall include a Developer Project Cost Sub-Account and a Town Project Cost Sub-Account as defined in Article I above. The Developer Project Cost Sub-Account and all funds from time to time deposited therein are pledged to and charged with defraying the Developer Project Costs as outlined in Section 1(C) of the Development Program and as provided in 30-A M.R.S.A. § 5227(3)(A)(1), as amended from time to time.

The Developer Project Cost Sub-Account referred to in this Agreement shall be specific to the Market Square Housing LP. expansion project. Other developer project cost sub-accounts may be established for other projects within the District that have qualified for tax increment financing assistance.

Section 2.2. Liens.

The Town shall not create any liens, encumbrances or other interests of any nature whatsoever, nor shall it hypothecate the Developer Project Cost Sub-Account described in Section 2.1 hereof or any funds therein, other than the interest in favor of the Developer hereunder in and to the amounts on deposit; provided, however, that nothing herein shall prohibit the creation of property tax liens on property in the District in accordance with and entitled to priority as provided by Maine law.

Section 2.3. Captured Assessed Value; Deposits into Development Program Fund.

Each Fiscal Year during the term of this Agreement, commencing upon the Effective Date and continuing thereafter for the next fifteen (15) Town Tax Years, the Town shall retain in the

District as Captured Assessed Value one hundred percent (100%) of the Increased Assessed Value for that year.

The Tax Increment Revenues from the Captured Assessed Value shall be deposited to the Development Program Fund. From the amounts so deposited, the Town shall annually transfer to the Developer Project Cost Sub-Account an amount equal to the Retained Tax Increment Revenues (Developer's Share) for that Fiscal Year.

Section 2.4. Use of Monies in Developer Project Cost Sub-Account

All monies in the Developer Project Cost Sub-Account shall in all cases be used and applied to fund fully the Town's payment obligations to Developer described in Articles II and III hereof.

Section 2.5. Monies Held in Segregated Account.

All monies required to be deposited with or paid into the Developer Project Cost Sub-Account shall be held by the Town for the sole benefit of the Developer.

**ARTICLE III
PAYMENT OBLIGATIONS**

Section 3.1. Payments To Developer.

(a) The Town shall, within thirty (30) days following each Tax Payment Date or the date payment is actually received by the Town from the Developer, whichever is later, pay over to the Developer all amounts then on deposit in the Developer Project Cost Sub-Account, for the purpose of defraying Developer Project Costs. The Town shall be entitled to retain for the Town's own use, from the Town's payment to the Developer for the first year of this Agreement, the sum of \$500.00, as a reimbursement of the Town's legal and administrative costs incurred in establishing and obtaining approval of the District and the Development Program and in preparing this Agreement.

(b) If, with respect to any Tax Payment Date, Developer fails to pay any portion of property taxes assessed by the Town on the Developer's Property, because of a valuation dispute or otherwise, the property taxes actually paid by Developer with respect to such Tax Payment Date shall be applied, first, to property taxes due on account of Original Assessed Value of the Developer's Property; second, to payment of Property Taxes with respect to that portion if any of the Increased Assessed Value of the Developer's Property not retained within the District as Captured Assessed Value; third, to payment of Retained Tax Increment Revenues (Town's Share) and fourth, to payment of Retained Tax Increment Revenues (Developer's Share).

(c) If, with respect to any Tax Payment Date, the Developer fails for any reason to pay in full any property taxes assessed by the Town against Other Developer Property in the Town of Houlton now owned or hereafter acquired by the Developer, the Town may reduce its payment to

the Developer under Section 3.1(a) above for that Tax Year by the unpaid amount of such tax; provided however that in the event of a pending valuation appeal with respect to such Other Property, the Town's right of setoff under this Section 3.1(c) shall not apply if the Developer has paid the tax amount, if any, required to be paid under Title 36 MRSA section 843 to maintain the valuation appeal.

Section 3.2. Failure to Make Payment.

In the event the Town should fail or be unable to make any of the payments required under the foregoing provisions of this Article III, the item or installment so unpaid shall continue as a limited obligation of the Town, under the terms and conditions set forth herein, until the unpaid amount shall have been fully paid. Developer shall be entitled to initiate an action against the Town to specifically enforce the Town's obligations hereunder, including without limitation the Town's obligation to establish and maintain the Development Program Fund, to deposit all Tax Increment Revenues into the Development Program Fund, to deposit the Retained Tax Increment Revenues (Developer's Share) into the Developer Project Cost Sub-Account and to make required payments to Developer.

Section 3.3. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer at the address specified in Section 8.7 hereof in the manner provided hereinabove for the Developer's own use and benefit by check drawn on the Town.

Section 3.4. Unconditional Payment Obligation.

Subject to Developer's compliance with the terms and conditions of this Agreement and subject to the provisions of section 3.5 below, the obligations of the Town to make the payments described in this Agreement in accordance with the terms hereof shall be absolute and unconditional, and the Town shall not suspend or discontinue any payment hereunder or terminate this Agreement for any cause, other than by court order or by reason of a final judgment by a court of competent jurisdiction that the District is invalid or otherwise illegal, or as provided in Section 3.1(b) and (c) above.

Section 3.5. Limited Funding Obligation.

The Town's obligations to fund payment hereunder shall be limited obligations of the Town payable solely from Retained Tax Increment Revenues (Developer's Share) pledged therefore under this Agreement. The obligation of the Town to fund such payments shall be a limited obligation payable solely out of monies actually on deposit in or available from Retained Tax Increment Revenues for deposit to the Developer Project Cost Sub-Account and shall not constitute a general debt or obligation on the part of the Town or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State of Maine or any political subdivision thereof. This Agreement shall not directly or indirectly or contingently obligate the Town, the State of Maine, or any other municipality or political subdivision to levy

or to pledge any form of taxation whatever therefore or to make any appropriation for their payment, excepting the Town's obligation to levy property taxes upon taxable property in the District and the pledge of the Retained Tax Increment Revenues (Developer's Share) established under this Agreement.

ARTICLE IV PLEDGE

Section 4.1. Pledge of Developer Cost Sub-Account.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the Town, according to the terms and conditions contained herein, and in order to secure the performance and observance of all of the Town's covenants and agreements contained herein, the Town hereby pledges to the Developer the Developer Project Cost Sub-Account described in Section 2.1 hereof and all sums of money and other securities and investments therein.

Section 4.2. Perfection of Interest.

To the extent deemed necessary or desirable by the Developer, the Town will at such time and from time to time as requested by Developer establish the Developer Project Cost Sub-Account described in Section 2.1 hereof as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund shall be borne exclusively by the Developer, and shall not be deemed part of the Developer Project Costs for any purpose under this Agreement. In the event such a fund is established under the control of an escrow agent, trustee or other fiduciary the Town shall cooperate with the Developer in causing appropriate financing statements and continuation statements naming the Developer as pledgee of all such amounts from time to time on deposit in the fund to be duly filed and recorded in the appropriate state offices as required by and permitted under the provisions of the Maine Uniform Commercial Code or other similar law as adopted in the State of Maine and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder.

In the event the Developer requires the Town to place the Developer Project Cost Sub-Account or funds on deposit therein under the control of an escrow agent, trustee or other fiduciary, the Town's payment obligations under this Agreement with respect to the funds concerned shall be limited to good-faith payment of the funds concerned to the Developer's designated escrow agent, trustee or other fiduciary. The Town shall have no obligation or liability, financial or otherwise, with respect to further payment of the funds concerned over to the Developer or for the investment decisions, performance or non-performance of such agent, trustee or fiduciary.

Section 4.3. Further Instruments.

The Town shall, upon the reasonable request of the Developer, from time to time execute and deliver such further instruments and take such further action as may be reasonable and necessary to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall operate as a pledge of the Town's credit or taxing authority.

Section 4.4. No Disposition of Development Program Fund.

Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the Development Program Fund and will promptly pay or cause to be discharged or make adequate provision to discharge any lien, charge or encumbrance on any part thereof not permitted hereby.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of the Town relating to the District, the Development Program, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the Development Program Fund shall at all reasonable times be open to inspection by the Developer, by its designated agents and employees.

ARTICLE V DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

(a) Any failure by the Town to pay any amounts due to Developer when the same shall become due and payable;

(b) Any failure by the Town to make deposits into the Developer Project Cost Sub-Account as and when due;

(c) Any failure by the Town or the Developer to observe and perform in all material respects any covenant, condition, agreement or provision contained herein on the part of the Town or Developer to be observed or performed, which failure is not cured within thirty (30) days following written notice thereof;

(d) Any failure by the Developer to pay in full all Property Taxes lawfully assessed by the Town with respect to the Developer's Property on or before the Tax Due Date with respect to such taxes, except as provided under Title 36 MRSA section 843, as amended, with respect to pending valuation appeals.

Section 5.2. Remedies on Default.

Whenever any Event of Default described in Section 5.1 hereof shall have occurred and be continuing, the non-defaulting party, following any applicable cure period, shall have all rights and remedies available to it by law or in equity, including the rights and remedies available to a secured party under the laws of the State of Maine, and may take whatever action as may be necessary or desirable to collect the amount then due and thereafter to become due, to specifically enforce the performance or observance of any obligations, agreements or covenants of the non-defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder.

Section 5.3. Remedies Cumulative.

No remedy herein conferred upon or reserved to any party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute. Delay or omission to exercise any right or power accruing upon any Events of Default or to insist upon the strict performance of any of the covenants and agreements herein set forth or to exercise any rights or remedies upon the occurrence of an Event of Default shall not impair any such right or power or be considered or taken as a waiver or relinquishment for the future of the right to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the parties hereto with all of the covenants and conditions hereof, or of the rights to exercise any such rights or remedies, if such Events of Default be continued or repeated.

Section 5.4. Agreement to Pay Attorney's Fees and Expenses.

Notwithstanding the application of any other provision hereof, in the event the Town or the Developer should default under any of the provisions of this Agreement, and the non-defaulting party shall require and employ attorneys or incur other expenses or costs for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Town or the Developer herein contained, the defaulting party shall, on demand therefore, pay to the nondefaulting party the reasonable fees of such attorneys and such other reasonable costs and expenses so incurred by the non-defaulting party. In the event the Developer shall become obligated to reimburse the Town for attorneys' fees or costs under this section, such attorneys' fees and costs shall not be deemed to be part of the Developer Project Costs or Developer Financing Costs.

ARTICLE VI EFFECTIVE DATE, TERM AND TERMINATION

Section 6.1. Effective Date and Term.

This Agreement shall remain in full force for a period of fifteen (15) years from the Effective Date hereof and shall expire no later than 2026 upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the Town hereunder unless sooner terminated pursuant to Section 3.4 or any other applicable provision of this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the acceleration, termination or other expiration of this Agreement in accordance with the provisions of this Agreement, the Town and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Town's Consent Required to Pledge and/or Assignment.

During the term of this Agreement, the Developer shall not pledge or assign any of the Developer's right, title or interest hereunder to any third party, without the prior written consent of the Town, through its Town Manager, in the Town's sole discretion. The Town hereby agrees that it shall not unreasonably withhold consent to collateral pledges of the Developer's right, title and interest hereunder for the purpose of obtaining financing of Developer Project Costs.

Notwithstanding the Town's written consent, no pledge or assignment of this Agreement shall be effective as against the Town until a written notice thereof has been delivered to and received by the Town, from the Developer, in the manner specified elsewhere in this Agreement for delivery of notices. Following receipt of any such notice, the Town shall have no liability to the Developer for any payment made by the Town in good faith directly to any such pledgee or assignee pursuant to the terms of such pledge or assignment, including any purported exercise of rights thereunder by the pledgee or assignee, whether or not such direct payment is erroneously made.

The Town's consent to any such pledge or assignment shall not obligate the Town to make payment to the Developer's pledgee or assignee in circumstances where the Developer, by reason of an uncured breach of the Developer's obligations under this Agreement, would not be entitled to receive such payment directly from the Town. The Town may also condition any payments under this Agreement to such pledge or assignee upon execution of a prior express written assumption of the Developer's obligations under this Agreement by such pledgee or assignee.

Section 7.2. Pledge, Assignment or Security Interest.

In connection with any pledge or assignment consented to by the Town under section 7.1 above, the Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations required by the prospective pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee the position of such pledgee or assignee and the irrevocable and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as the parties may reasonably deem necessary for the establishment, perfection and protection of its interest herein.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.1. Successors.

In the event of the dissolution, merger or consolidation of the Town or the Developer, the covenants, stipulations, promises and agreements set forth herein, by or on behalf of or for the benefit of such party shall bind or inure to the benefit of the successors thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties-in-Interest.

Except as herein otherwise specifically provided with respect to successors, assignees and pledgees, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

Section 8.3. Severability.

In case any one or more of the provisions of this Agreement shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

Section 8.4. No Personal Liability of Officials of the Town.

No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his individual capacity and neither the

members of the Town Council of the Town nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law; Venue for Suits.

The laws of the State of Maine shall govern the construction and enforcement of this Agreement. Except as provided in section 8.13 below with respect to arbitration of allowable project costs, any action by either party to construe or enforce any of the terms, conditions, covenants or obligations of this Agreement must be brought, if at all, in the District or Superior Courts of Aroostook County, Maine, and otherwise shall be barred.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the Town or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when mailed by first class mail, postage prepaid, addressed as follows:

If to the Town:

Douglas Hazlett
Town Manager, Town of Houlton
21 Water Street
Houlton, Maine 04730

With a copy to:

Dan Nelson, Esq.
Severson, Hand & Nelson
35 Market Square
Houlton, Maine 04730

If to the Developer:

Michael L. Finnegan
MARKET SQUARE HOUSING LP.,
Box 268
Wiscasset, Maine 04578

Either of the parties may, by notice given to the other in the manner provided in this section 8.7, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

This Agreement may be amended only with the concurring written consent of all of the parties hereto.

Section 8.9. No Joint Venture.

Nothing in this Agreement shall be deemed to create a joint venture, partnership, or similar association between the Town and the Developer, nor to impose any shared liabilities for legal claims beyond those existing by law.

Section 8.10. No Waiver of Immunities.

Nothing in this agreement shall be deemed in any manner or for any purpose to limit, waive or impair any immunity from judgment or suit or limitation on damages presently enjoyed by the Town in its governmental capacity under provisions of the Maine Tort Claims Act, 14 MRSA section 8101 *et seq.*, as amended, or other provisions of law.

Section 8.11. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.12. Project Work; Permits.

The Developer and the Town agree, and the Town hereby acknowledges that the Developer shall have no obligation to go forward with the Developer Project. In the event the Developer elects not to go forward with the Developer Project, the Developer shall promptly notify the Town of its decision, so as to avoid expenditures by the Town in reliance on this Agreement.

The Developer shall be solely responsible for obtaining all required building, land use and environmental permits for the Developer Project. Nothing in this Agreement or in the Town's approval of the Development Program shall be deemed to waive or constitute Town approval of any such required permit.

Section 8.13. Reporting Requirements.

During the term of this Agreement, the Developer shall annually report to the Department all employment/ job creation data and other information needed to comply with DECD's annual reporting requirements for approved tax increment financing districts. Developer shall provide said information to the Department on the Department's reporting forms in advance of the due date therefore. Developer shall provide a copy of all such reports to the Town when filed with the Department, as evidence of compliance with this section.

Section 8.14. Tax Laws and Valuation Changes.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any non-payment of taxes by Developer. Without limiting the foregoing, the Town and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property. In addition, the Development Program makes certain assumptions and estimates regarding valuation, tax rates and estimated costs. The Town and the Developer hereby covenant and agree that the assumptions, estimates, analysis and results set forth in the Development Program shall in no way (a) prejudice the rights of any party or be used, in any way, by any party in either presenting evidence or making argument in any dispute which may arise in connection with valuation of or abatement proceedings relating to Developer's property for purposes of ad valorem property taxation or (b) vary the terms of this Agreement even if the actual results differ substantially from the estimates, assumptions or analysis.

The parties further acknowledge that the projected reimbursement amounts to be paid by the Town to the Developer under this Agreement and the Development Program are based on property tax laws of the State of Maine in force as of the date of this Agreement. The Town shall have no obligation to supplementally appropriate or otherwise supply any shortfall in the reimbursement amounts actually paid to the Developer from the projected reimbursement figures, resulting from any future changes in State property tax laws, property assessments, State funding formulas, or other causes. In all cases, the Town's reimbursement obligations under this Agreement shall be limited to a maximum of the Retained Tax Increment Revenues (Developer's Share), as defined herein.

IN WITNESS WHEREOF, the Town and the Developer have caused this Agreement to be executed in their respective corporate names and their respective corporate seals to be hereunto affixed and attested by the duly authorized officers, all as of the date first above written.

WITNESS:

Mairi Cleary

TOWN OF HOULTON:

(By)

Douglas Hazlett
Douglas Hazlett
Town Manager, Town of Houlton
Hereunto Duly Authorized

WITNESS:

D. M. Brune

MARKET SQUARE HOUSING LP.:

By:

Michael L. Finnegan
Michael L. Finnegan
Market Square Housing LP.
Hereunto Duly Authorized



IVB

TOWN OF HOULTON DOWNTOWN REVITALIZATION FUNDING INITIATIVE *Revolving Loan Fund*

Revolving Loan Fund Program:

The objective of this program is to encourage investments that improve the longevity of buildings in the Downtown TIF District through projects such as upgrading & improving roofing, repairing bricks, heating & cooling systems, windows & doors, ADA & life safety compliance. The mortgages placed on property will provide an incentive to pay the funds back to the program so that they can be used to help fund future needs of businesses & building owners in the Downtown TIF District.

The following criteria will apply:

- Loans are based upon the applicant's credit worthiness and ability to repay.
- Maximum loan amount is \$100,000.
- The interest rate is 3% fixed for the term of the loan.
- The term of the loan is based on the use of proceeds, collateral and cash flow.
- The applicant is responsible for all closing costs.
- Funds are approved on a "first come-first served" basis to qualified applicants.
- Only buildings in the Downtown TIF District are eligible.
- Applicants must be a for-profit entity. Loans are not made to public, quasi-public and non-profit entities.
- Applicant must be
 - the building owner or
 - a tenant with the consent of the landlord for leaseholder improvements allowed and the term of the lease must be the length of the loan, at a minimum.
- A person or ownership interest can only hold one loan from this program at any given time. Once a loan is paid off, a new application will be considered.
- Building project designs and signage must be in accordance with Houlton's Historic District Ordinance.
- Applicant must owe no outstanding property taxes, fees, judgements or liens to the Town of Houlton and have no outstanding code violations, unless the loan is to ameliorate the violation.
- Loans provide gap funding. They are not to be the primary source of financing for a project. Loans are made in conjunction with conventional bank financing, owner equity & other private sources. Preferred project financing structure is 45/45/10:
 - Minimum 45% lead lender/bank financing
 - Minimum 10% owner/borrower equity
 - Maximum 45% Downtown RLF financing
- Insurance is required.
- Loan recipients agree to place a Downtown TIF Financing sign at the construction site during the time of improvements and in their storefront window for 180 days after completion of the project.
- Application Package will include the following:
 - Completed application
 - Written Business Plan (*assistance is available through Small Business Development Center – 207-498-8736*)
 - Personal Financial Statement (*viewed only by loan officer*) (form provided)
 - Cash Flow Projections with the first 12 months of the first year detailed by month
 - Schedule of liabilities (*viewed only by loan officer*)
 - Personal tax returns (2 years) (*viewed only by loan officer*)
 - Business tax returns (2 years) (*viewed only by loan officer*)

Loan Process:

- Application package is submitted to Northern Maine Development Commission (NMDC). They will review the application for completeness and process the loan application.
- The Houlton Town Manager reviews NMDC's proposed loan package and prepares a recommendation for the Town Council.
- Town Council will take action on recommendations forwarded to them.
- Approved loans will be issued a commitment letter and closing procedures will be initiated.

For More Information

Nancy Ketch, Director ~ Houlton Community Development Department
21 Water Street ~ Houlton, Maine ~ 04730 ~ Phone: (207)521-5938 ~ E-mail: comm.development@houlton-maine.com



TOWN OF HOULTON
21 WATER STREET
HOULTON, MAINE 04730

PHONE: 207-532-7111

FAX: 207-532-1304

Town Treasurer Report

To: Cameron Clark, Town Manager
From: Kimberly M. Denbow, Town Treasurer
RE: June 2025 Monthly Report
Date: July 24, 2025

The Finance Department as of June 30th has spent 42.42% of its budget.

Bank Accounts as of June 30th, Town Operating is currently at \$1,220,892.93.

RECAP: As of June 30th, we've collected 52.64% of the excise tax revenues budgeted. This includes Boats, Aircrafts, and Registrations. Compared to last year we collected 54.51% of the budgeted excise tax revenues.

**Jan-June
Excise Revenues**

	2024	2025
Boat excise	\$2,816.00	\$2,830.00
Aircraft excise	\$1,179.44	\$42.44
Registration excise	\$595,510.75	\$578,725.90

Best Regards,

Kimberly M. Denbow
Town Treasurer
207-532-7111
town.treasurer@houlton-maine.com

Expense Summary Report

Department(s): 100 - 199

January to June

07/23/2025

Page 1

Account	Budget Net	----- Y T D -----			Unexpended Balance	Percent Spent
		Debits	Credits	Net		
100 - GENERAL GOVT	907,092.00	499,035.27	14,553.36	484,481.91	422,610.09	53.41
40 - ADMIN	626,943.00	368,002.28	9,990.70	358,011.58	268,931.42	57.10
41 - ASSESS	129,056.00	70,461.87	1,285.49	69,176.38	59,879.62	53.60
48 - C.E.O.	79,385.00	32,111.18	3,020.17	29,091.01	50,293.99	36.65
49 - COMM. DEV.	68,858.00	27,153.94	200.00	26,953.94	41,904.06	39.14
92 - PLAN BOARD	2,850.00	1,306.00	57.00	1,249.00	1,601.00	43.82
101 - PROTECTION	3,889,656.00	1,828,151.94	67,646.26	1,760,505.68	2,129,150.32	45.26
42 - PROTECTION	556,608.00	242,471.38	8,097.03	234,374.35	322,233.65	42.11
43 - POLICE	1,662,581.00	726,895.67	26,234.95	700,660.72	961,920.28	42.14
44 - FIRE	686,485.00	334,821.58	15,849.67	318,971.91	367,513.09	46.46
45 - AMBULANCE	983,982.00	523,963.31	17,464.61	506,498.70	477,483.30	51.47
102 - PUBLIC SERV	1,316,878.00	638,367.56	35,605.27	602,762.29	714,115.71	45.77
54 - TREE PROG	7,500.00	200.00	0.00	200.00	7,300.00	2.67
55 - PUBLIC WORKS	160,186.00	79,698.23	2,523.42	77,174.81	83,011.19	48.18
56 - ROAD MAINT	253,396.00	122,097.85	2,428.58	119,669.27	133,726.73	47.23
62 - STORM DRAIN	16,750.00	529.41	0.00	529.41	16,220.59	3.16
66 - SNOW & ICE	449,647.00	230,464.76	9,256.86	221,207.90	228,439.10	49.20
67 - SNOW HAUL	2,600.00	0.00	0.00	0.00	2,600.00	0.00
68 - SEPTIC	3,125.00	0.00	0.00	0.00	3,125.00	0.00
69 - REFUSE	11,500.00	0.00	0.00	0.00	11,500.00	0.00
71 - TRAFFIC CNTL	38,900.00	19,715.11	0.00	19,715.11	19,184.89	50.68
99 - GARAGE	373,274.00	185,662.20	21,396.41	164,265.79	209,008.21	44.01
103 - EMP. BENEFIT	1,978,462.00	1,010,046.24	138.71	1,009,907.53	968,554.47	51.05
93 - EMP. BENEFIT	1,978,462.00	1,010,046.24	138.71	1,009,907.53	968,554.47	51.05
104 - HLTH & CULT	395,103.00	273,779.66	524.43	273,255.23	121,847.77	69.16
47 - HLTH & SOC	32,372.00	6,242.87	53.30	6,189.57	26,182.43	19.12
51 - CEMETERIES	111,074.00	51,406.79	471.13	50,935.66	60,138.34	45.86
96 - OTHER AGENC	251,657.00	216,130.00	0.00	216,130.00	35,527.00	85.88
105 - PARKS & REC	762,633.00	361,670.34	11,587.97	350,082.37	412,550.63	45.90
74 - P & R ADM	144,681.00	69,807.25	3,004.52	66,802.73	77,878.27	46.17
75 - P & R YOUTH	108,500.00	35,121.83	2,337.87	32,783.96	75,716.04	30.22
77 - ARENA CONCES	23,000.00	23,384.13	1,058.40	22,325.73	674.27	97.07
78 - P & R ARENA	264,454.00	136,401.91	2,750.77	133,651.14	130,802.86	50.54
79 - PARKS MAINT	183,248.00	79,125.02	2,436.41	76,688.61	106,559.39	41.85
80 - BLDG MAINT	38,750.00	17,830.20	0.00	17,830.20	20,919.80	46.01
106 - AIRPORT	206,151.00	80,673.20	275.58	80,397.62	125,753.38	39.00
83 - AIRP MAINT	206,151.00	80,673.20	275.58	80,397.62	125,753.38	39.00
107 - EDUCATION	3,205,503.00	1,527,751.44	0.00	1,527,751.44	1,677,751.56	47.66
96 - M.S.A.D. #29	3,205,503.00	1,527,751.44	0.00	1,527,751.44	1,677,751.56	47.66
108 - COUNTY TAX	839,505.00	0.00	0.00	0.00	839,505.00	0.00
96 - COUNTY TAX	839,505.00	0.00	0.00	0.00	839,505.00	0.00
109 - DEBT SERV	983,192.00	64,088.89	0.00	64,088.89	919,103.11	6.52
95 - DEBT SERV	983,192.00	64,088.89	0.00	64,088.89	919,103.11	6.52
110 - UNCLASSIFIED	65,795.00	28,617.14	11.99	28,605.15	37,189.85	43.48
50 - PUB BLDG WHI	7,864.00	3,917.90	0.00	3,917.90	3,946.10	49.82
53 - PUB BLDG TO	37,931.00	15,274.50	11.99	15,262.51	22,668.49	40.24
97 - ABATEMENTS	20,000.00	9,424.74	0.00	9,424.74	10,575.26	47.12
111 - SPCL PROJECT	24,250.00	0.00	0.00	0.00	24,250.00	0.00
98 - SPCL PROJECT	24,250.00	0.00	0.00	0.00	24,250.00	0.00
Final Totals	14,574,220.00	6,312,181.68	130,343.57	6,181,838.11	8,392,381.89	42.42

Revenue Summary Report

Department(s): 130 - 199

January to June

Account	Budget Original	Budget Net	----- Y T D -----			Uncollected	Percent
			Debits	Credits	Net	Balance	Collected
130 - TAXES	0.00	8,808,069.00	0.00	209.52	209.52	8,807,859.48	0.00
30 - TAXES	0.00	8,808,069.00	0.00	209.52	209.52	8,807,859.48	0.00
131 - INTERGOVERN	0.00	2,965,936.00	242,496.89	1,185,009.37	942,512.48	2,023,423.52	31.78
31 - REVENUES	0.00	2,965,936.00	242,496.89	1,185,009.37	942,512.48	2,023,423.52	31.78
132 - EXCISE	0.00	1,104,800.00	1,747.32	583,345.66	581,598.34	523,201.66	52.64
30 - TAXES	0.00	1,104,800.00	1,747.32	583,345.66	581,598.34	523,201.66	52.64
134 - INTEREST	0.00	132,000.00	52.88	79,965.20	79,912.32	52,087.68	60.54
30 - TAXES	0.00	132,000.00	52.88	79,965.20	79,912.32	52,087.68	60.54
135 - SERVICES	0.00	1,150.00	1.00	641.00	640.00	510.00	55.65
30 - TAXES	0.00	1,150.00	1.00	641.00	640.00	510.00	55.65
136 - OTHER INCOME	0.00	76,800.00	56.69	4,180.17	4,123.48	72,676.52	5.37
30 - TAXES	0.00	75,400.00	56.69	4,030.17	3,973.48	71,426.52	5.27
31 - REVENUES	0.00	1,400.00	0.00	150.00	150.00	1,250.00	10.71
140 - ADMIN	0.00	38,300.00	4,841.94	34,045.90	29,203.96	9,096.04	76.25
40 - ADMIN	0.00	38,300.00	4,841.94	34,045.90	29,203.96	9,096.04	76.25
141 - ASSESS	0.00	0.00	0.00	5.00	5.00	-5.00	----
41 - ASSESS	0.00	0.00	0.00	5.00	5.00	-5.00	----
143 - POLICE	0.00	41,700.00	95.00	10,260.00	10,165.00	31,535.00	24.38
43 - POLICE	0.00	41,700.00	95.00	10,260.00	10,165.00	31,535.00	24.38
144 - FIRE	0.00	191,044.00	128,322.00	304,779.14	176,457.14	14,586.86	92.36
44 - FIRE	0.00	191,044.00	128,322.00	304,779.14	176,457.14	14,586.86	92.36
145 - AMBULANCE	0.00	1,001,171.00	256,267.86	1,127,228.14	870,960.28	130,210.72	86.99
45 - AMBULANCE	0.00	1,001,171.00	256,267.86	1,127,228.14	870,960.28	130,210.72	86.99
147 - HEALTH & SOC	0.00	14,000.00	176.88	2,261.62	2,084.74	11,915.26	14.89
47 - HEALTH & SOC	0.00	14,000.00	176.88	2,261.62	2,084.74	11,915.26	14.89
148 - CODE ENFORCE	0.00	34,500.00	0.00	3,667.00	3,667.00	30,833.00	10.63
48 - CODE ENFORCE	0.00	34,500.00	0.00	3,667.00	3,667.00	30,833.00	10.63
151 - CEMETERIES	0.00	6,000.00	480.00	5,055.00	4,575.00	1,425.00	76.25
51 - CEMETERIES	0.00	6,000.00	480.00	5,055.00	4,575.00	1,425.00	76.25
152 - REST AREA	0.00	0.00	0.00	0.00	0.00	0.00	----
52 - REVENUE	0.00	0.00	0.00	0.00	0.00	0.00	----
155 - PUBLIC SERV	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00
55 - PUBLIC SERV	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00
169 - REFUSE	0.00	1,000.00	0.00	455.00	455.00	545.00	45.50
69 - REFUSE	0.00	1,000.00	0.00	455.00	455.00	545.00	45.50
175 - P & R YOUTH	0.00	60,000.00	1,446.59	76,838.32	75,391.73	-15,391.73	125.65
75 - P & R YOUTH	0.00	60,000.00	1,446.59	76,838.32	75,391.73	-15,391.73	125.65
176 - P & R ADULT	0.00	5,000.00	0.00	3,915.00	3,915.00	1,085.00	78.30
76 - P & R ADULT	0.00	5,000.00	0.00	3,915.00	3,915.00	1,085.00	78.30
177 - ARENA CONCES	0.00	0.00	0.00	0.00	0.00	0.00	----
77 - CONCESSIONS	0.00	0.00	0.00	0.00	0.00	0.00	----
178 - P & R ARENA	0.00	124,250.00	3,383.15	69,235.91	65,852.76	58,397.24	53.00
78 - P & R ARENA	0.00	124,250.00	3,383.15	69,235.91	65,852.76	58,397.24	53.00
179 - PARKS MAINT	0.00	0.00	0.00	0.00	0.00	0.00	----
79 - PARKS MAINT	0.00	0.00	0.00	0.00	0.00	0.00	----
180 - P&R BLD MAIN	0.00	5,000.00	0.00	3,633.00	3,633.00	1,367.00	72.66
80 - P&R BLD MAIN	0.00	5,000.00	0.00	3,633.00	3,633.00	1,367.00	72.66
183 - AIRPORT	0.00	135,500.00	4,145.36	42,564.42	38,419.06	97,080.94	28.35
83 - AIRPORT ADM.	0.00	135,500.00	4,145.36	42,564.42	38,419.06	97,080.94	28.35

Revenue Summary Report
Department(s): 130 - 199
January to June

Account	Budget Original	Budget Net	----- Y T D -----		Net	Uncollected Balance	Percent Collected
			Debits	Credits			
199 - PWD GARAGE CONT'D							
199 - PWD GARAGE	0.00	0.00	0.00	0.00	0.00	0.00	----
99 - PWD GARAGE	0.00	0.00	0.00	0.00	0.00	0.00	----
Final Totals	0.00	14,749,220.00	643,513.56	3,537,294.37	2,893,780.81	11,855,439.19	19.62



Houlton Fire Ambulance

Chief Milton J. Cone

97 Military St.
Houlton, ME 04730



Houlton 2025 Ambulance Runs

2025	Houlton	Oakfield	Dyer Brook	Other	Total
January	162	9	0	6	177
February	155	8	1	1	165
March	191	5	1	7	203
April	183	7	0	3	193
May	172	8	0	1	181
June	166	7	1	1	175
July					
August					
September					
October					
November					
December					
Total	1029	44	3	19	1094

	Bangor	P. Isle	Portland	Boston	Other	Total
January	20	1	1	1	2	25
February	18	0	0	0	1	20
March	19	1	1	0	0	21
April	19	3	1	0	0	23
May	13	5	0	1	0	19
June	22	5	2	1	2	32
July						
August						
September						
October						
November						
December						
Total	111	15	5	3	5	140

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Totals
Beginning AR	\$405,411.57	\$480,258.93	\$435,663.40	\$368,439.14	\$391,572.82	\$386,029.64	\$405,411.57
Charges	\$147,950.00	\$82,983.40	\$110,040.00	\$111,716.00	\$101,568.20	\$105,615.60	\$659,973.20
Contractual Adjustments	(\$9,203.13)	(\$17,250.46)	(\$35,422.20)	(\$19,240.74)	(\$15,634.88)	(\$30,326.27)	(\$127,077.68)
Gross Net Charges	\$138,746.87	\$65,732.94	\$74,617.80	\$92,475.26	\$86,033.32	\$75,289.33	\$532,895.52
Courtesy Discounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bad Debt Write Off	(\$3,273.66)	(\$5,882.40)	(\$3,386.00)	(\$3,612.24)	(\$2,128.80)	(\$2,240.82)	(\$20,543.92)
Bankruptcy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Misc Adjustments	\$71.01	(\$22,302.23)	\$0.53	(\$64.43)	(\$1,263.87)	(\$3,908.31)	(\$27,468.30)
Adjusted Charges	\$135,544.22	\$37,538.31	\$71,222.33	\$88,798.59	\$82,640.65	\$69,139.20	\$484,883.30
Insurance Refunds	\$0.00	\$0.00	\$0.00	\$0.00	\$594.50	\$0.00	\$594.50
Patient Refunds	(\$35.40)	\$0.00	\$25.26	\$0.00	\$0.00	\$0.00	(\$10.14)
Returned Checks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Refunds	(\$35.40)	\$0.00	\$25.26	\$0.00	\$594.50	\$0.00	\$558.36
Insurance Payments	(\$58,358.43)	(\$81,127.20)	(\$134,112.08)	(\$64,106.16)	(\$87,268.03)	(\$50,112.24)	(\$485,084.14)
Patient Payments	(\$2,303.03)	(\$1,006.64)	(\$4,358.77)	(\$1,558.75)	(\$1,510.30)	(\$2,417.28)	(\$13,155.77)
Bad Debt Recovery	\$0.00	\$0.00	\$0.00	(\$3,807.40)	\$0.00	\$0.00	(\$3,807.40)
Total Payments	(\$60,661.46)	(\$82,133.84)	(\$138,471.85)	(\$69,472.31)	(\$88,778.33)	(\$52,529.52)	(\$502,047.31)
Net Payments	(\$60,661.46)	(\$82,133.84)	(\$138,471.85)	(\$65,884.91)	(\$88,778.33)	(\$52,529.52)	(\$498,239.91)
Ending AR	\$480,258.93	\$435,663.40	\$386,439.14	\$391,572.82	\$386,029.64	\$392,639.32	\$392,639.32
COLLECTIONS ACTIVITY							
Beginning Collections	\$342,818.23	\$346,091.89	\$351,984.29	\$355,380.29	\$355,185.13	\$357,313.93	\$342,818.23
Accounts Sent to Collections	\$3,273.66	\$5,882.40	\$3,396.00	\$3,612.24	\$2,128.80	\$2,240.82	\$20,543.92
Adjustments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bad Debt Recovery	\$0.00	\$0.00	\$0.00	(\$3,807.40)	\$0.00	\$0.00	(\$3,807.40)
Ending Collections	\$346,091.89	\$351,984.29	\$355,380.29	\$355,185.13	\$357,313.93	\$359,554.75	\$346,091.89
OPERATING RATIOS							
Total # of Claims Filed	243	270	481	206	235	253	1,688
Total Lines Filed on Claims	484	533	959	412	469	506	3,363
Runs	204	119	132	133	112	145	845
Denials (By Line)	15	24	95	41	30	30	235
Gross Days in AR	133.9	141.32	97.25	115.64	107.42	110.78	
Avg Mileage / Transport	16.13	13.55	23.77	22.56	27.98	14.83	19.32
Avg Charge / Transport	\$725.25	\$687.34	\$833.64	\$839.97	\$907.75	\$728.38	\$781.03
Avg Revenue / Transport	\$297.36	\$680.20	\$1,049.03	\$522.35	\$792.66	\$431.24	\$594.14
A0425 - Ground Mileage (ALS)	1,506.00	714.8	1,599.20	2,037.80	1,914.60	1,614.80	9,384.20
A0425 - Ground Mileage (BLS)	1,785.00	897.3	1,538.80	962.2	1,222.20	535.1	6,940.60
A0426 - Advanced Life Support	8	3	7	9	4	9	40
A0427 - Advanced Life Support	84	53	50	67	61	79	394
A0428 - Basic Life Support	28	18	16	8	15	13	98
A0429 - Basic Life Support Emergent	82	44	57	48	32	44	307
A0433 - ALS LV12	0	1	1	1	0	0	3
A0998 - AMB RESPONSE FEE - TNT	2	0	1	0	0	0	3
Patient Assist Lift A0998	0	0	0	0	0	0	0



	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Totals
Beginning AR	\$358,619.67	\$428,115.16	\$546,817.81	\$534,939.15	\$559,938.70	\$559,427.07	\$358,619.67
Changes	\$138,156.60	\$196,403.80	\$265,138.80	\$280,357.60	\$218,305.30	\$236,864.70	\$1,395,226.80
Contractual Adjustments	(\$5,574.77)	(\$9,002.95)	(\$112,517.00)	(\$123,523.38)	(\$119,078.04)	(\$129,959.02)	(\$499,655.06)
Gross Net Charges	\$132,581.83	\$187,400.85	\$152,621.80	\$156,834.22	\$99,227.26	\$166,905.68	\$895,571.74
Courtesy Discounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Bad Debt Write Off	(\$2,143.89)	(\$10,082.15)	(\$12,474.09)	(\$8,714.68)	(\$6,690.30)	(\$3,961.72)	(\$44,066.82)
Bankruptcy	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Misc Adjustments	\$0.00	(\$2,773.40)	(\$4,836.80)	(\$3,591.00)	\$2.63	(\$31.56)	(\$11,229.83)
Adjusted Charges	\$130,437.94	\$174,545.40	\$135,311.12	\$144,528.54	\$92,539.59	\$162,912.40	\$840,274.99
Insurance Refunds	\$0.00	\$101.65	\$507.45	\$0.00	\$0.00	\$0.00	\$609.10
Patient Refunds	\$0.00	\$131.75	\$0.00	\$0.00	\$75.00	\$0.00	\$206.75
Returned Checks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Refunds	\$0.00	\$233.40	\$507.45	\$0.00	\$75.00	\$0.00	\$815.85
Insurance Payments	(\$56,568.47)	(\$52,150.43)	(\$146,363.19)	(\$117,561.08)	(\$90,861.00)	(\$111,963.75)	(\$575,557.92)
Patient Payments	(\$4,373.98)	(\$3,925.72)	(\$1,334.04)	(\$1,867.81)	(\$2,175.22)	(\$4,320.18)	(\$18,087.05)
Bad Debt Recovery	\$0.00	\$0.00	(\$1,385.96)	(\$25.00)	\$0.00	(\$770.20)	(\$2,181.16)
Total Payments	(\$60,942.45)	(\$56,076.15)	(\$148,083.19)	(\$119,553.89)	(\$93,126.22)	(\$117,054.13)	(\$595,836.13)
Net Payments	(\$60,942.45)	(\$56,076.15)	(\$147,697.23)	(\$119,528.99)	(\$93,126.22)	(\$116,283.93)	(\$593,654.97)
Ending AR	\$428,115.16	\$546,817.81	\$534,939.15	\$559,938.70	\$559,427.07	\$606,055.54	\$606,055.54
COLLECTIONS ACTIVITY							
Beginning Collections	\$408,850.28	\$410,994.17	\$421,076.32	\$432,164.44	\$440,854.12	\$447,544.42	\$408,850.28
Accounts Sent to Collections	\$2,143.89	\$10,082.15	\$13,140.12	\$8,714.68	\$6,690.30	\$3,961.72	\$44,732.86
Adjustments	\$0.00	\$0.00	(\$666.04)	\$0.00	\$0.00	\$0.00	(\$666.04)
Bad Debt Recovery	\$0.00	\$0.00	(\$1,385.96)	(\$25.00)	\$0.00	(\$770.20)	(\$2,181.16)
Ending Collections	\$410,994.17	\$421,076.32	\$432,164.44	\$440,854.12	\$447,544.42	\$450,735.94	\$450,735.94
OPERATING RATIOS							
Total # of Claims Filed	150	361	276	263	279	255	1,594
Total Lines Filed on Claims	291	716	538	516	548	500	3,109
Runs	171	146	172	175	157	175	996
Denials (By Line)	34	40	52	63	43	56	288
Gross Days in AR	119.18	112.18	80.28	67.93	85.92	68.56	
Avg Mileage / Transport	21.72	16.41	20.37	22.03	15.28	26.03	20.51
Avg Charge / Transport	\$807.93	\$1,345.23	\$1,541.50	\$1,602.04	\$1,390.48	\$1,696.37	\$1,400.83
Avg Revenue / Transport	\$356.39	\$384.08	\$866.76	\$683.17	\$593.16	\$658.88	\$598.23
AO425 - Ground Mileage (A.L.S)	1,807.80	1,156.40	1,185.80	2,248.30	1,519.60	1,886.00	9,803.90
AO425 - Ground Mileage (B.L.S)	1,907.10	1,239.60	2,317.00	1,607.30	878.9	2,669.70	10,619.60
AO426 - Advanced Life Support	10	7	5	14	11	13	60
AO427 - Advanced Life Support	86	70	87	89	88	71	491
AO428 - Basic Life Support	20	15	24	18	17	25	119
AO429 - Basic Life Support Emergent	50	48	48	48	35	61	290
AO434 - SPECIALTY CARE TS/PT	0	1	1	0	0	0	2
AO988 - AMB RESPONSE FEE - NTNT	0	5	7	5	5	5	27
AO998 - AMB RESPONSE FEE - TNT	5	0	0	1	1	0	7



THE SOCKANDSSETT

Houlton Fire Department

Chief Milton J. Cone
97 Military St.
Houlton, ME 04730



April 2025 Monthly Report

- 4/2 Grass Fire, Town Line Road, Ludlow**
- 4/4 Smoke Detector, Shiretown Suites, North Street**
- 4/5 Dryer Fire, Gardiner Health Care**
- 4/8 Shed Fire, Smyrna Street**
- 4/11 Smoke Investigation, Garrison Hill Road**
- 4/13 Debris Cleanup, I-95**
- 4/14 Fire Alarm, Houlton Regional Hospital**
- 4/15 Ambulance Assist, Bartley Gardens**
Fire Alarm, Woolistog Inn, North Road
- 4/16 Roof Rescue, B Road**
- 4/18 Ambulance Assist, KVHC**
- 4/20 Cable Removal, Guy Street**
Lockout Assist, Brook Street
Ambulance Assist, Madigan Estates
- 4/22 Side by Side Fire, Haney Road, Cary**
Flag Detail
False Alarm, High Street
- 4/23 Ambulance Assist, Pine Drive**
- 4/24 FIRE Alarm, Water Street**
Odor Investigation, Machias Bank
- 4/26 1055, Amity**
- 4/29 1055, Bangor Road/ Walker Road**



THE SOCKANOSSETT

Houlton Fire Department

Chief Milton J. Cone
97 Military St.
Houlton, ME 04730



May 2025 Monthly Report

- 5/1 Structure Fire, Littleton**
- 5/2 Check Permitted Burn, Charles Street**
Check Permitted Burn, Smyrna Street
- 5/3 Tractor Fire, Currier Road**
- 5/4 Smoke Complaint, Water Street**
- 5/6 Smoke Complaint, Smyrna Street**
- 5/7 Every 15 Minutes Exercise, H.H.S.**
- 5/8 Gas Smell, H.H.S.**
1055, Double Fatality, Orient
- 5/13 Unlock Door, Pleasant Court**
Water Leak, Spring Street
- 5/14 1055, North Street**
- 5/15 False Alarm, Shiretown Suites**
Ambulance Assist, Court Street
- 5/16 CO Alarm, Mardens**
Grass Fire, B Road
- 5/17 Ball Drop, GHCA**
Lighting Strike, Hogan Street
- 5/18 Ambulance Assist, Madigan Estates**
- 5/20 School Tour**
- 5/22 CO Check, HRH**
Ambulance Assist
- 5/26 Flag Detail**
- 5/28 Check Permitted Burn, B Road**
- 5/30 Odor Investigation, Court Street**



Houlton Fire Department

Chief Milton J. Cone
97 Military St.
Houlton, ME 04730



June 2025 Monthly Report

- 6/1 Ambulance Assist, Holland Street**
- 6/3 Ambulance Assist**
- 6/4 Ambulance Assist**
1055, Foxcroft Road
- 6/7 Fire Alarm, Prospect Street**
- 6/8 Smoke Complaint, Franklin Street**
Propane Smell, Big Stop
Smoke Complaint, Ludlow Road
- 6/10 1055, Main/Burleigh**
Training
- 6/11 Car Fire, Hanniford**
Missing Child, Pine Drive
- 6/13 Dunk Tank, Sprinkler, Southside School**
- 6/14 Check Permitted Burn, Kellaran Street**
- 6/17 Smoke Alarm, Clover Circle**
- 6/19 Fire Alarm, Crestview Manor**
- 6/22 Telephone Pole on Fire, North Street**
- 6/26 Water Flowers Detail**
- 6/28 Fire Alarm, Court Street**
- 6/29 Fire Alarm, Hanniford**
Fire Alarm, Court Street

Town of Houlton Public Works Department



Phone 207-532-1325

Fax 207-532-1304

21 Water St.
Houlton, Maine 04730

To: Town Manager
Members of Council

From: Chris Stewart
Houlton Public Works Director

RE: June 2025 Public Works Monthly Report

Operations:

- Road construction on Varney Ave, Joseph St., and High St. is currently ongoing. All old asphalt will be removed, gravel subbase will be checked and if needed replaced with new gravel. Varney Ave. roadway will be raised in several spots where water collects. Joseph St. will see new asphalt curbing placed on both sides of roadway; this will be done to get the water to flow to the only two catch basins located on the street. High St. will see pavement extended by roughly 200' to the south. Approximately 150' of High St. needs to be dug out and rebased. There will be a base layer of 2" of pavement placed. Once public works and Houlton Water Company raise their utilities, there shall be a 1" topcoat placed on all three streets. Two driveway culverts were replaced on Varney Ave. along with new rip rap placed on the inlet and outlet sides of all culverts. The project should be completed in the first week of August.
- Public works along with our construction partners have started work on Main St. and Highland Ave. Both streets will have 3" of pavement milled out. Utilities raised or lowered to spec and 2" of new base asphalt placed. Once all man holes and catch basins are raised, our contractor will put the 1" finish coat of pavement down. I currently do not have a date for final pavement.
- Public works new patch trailer was delivered. We started using the patch trailer immediately.
- Construction bids have gone out been opened for work to be completed on Hartford St. The low bidder was J. McLaughlin Construction. The town has not awarded the bid yet, as we are waiting for cost estimates and invoices to come in from other project areas throughout town. This will ensure we have the funds to properly repair this section of roadway.
- All dirt roads have now been graded and dust control applied. Public works uses roughly 20,000 gallons of Magnesium Chloride to treat dirt roads for dust.

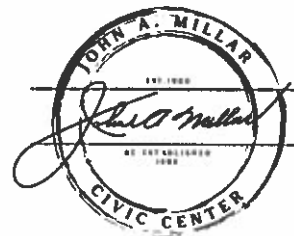
- Replaced Two 24" culverts on Back Ridge Rd. The culverts had been taken over by beavers and destroyed during the freeze/thaw cycle, due to water laying in the center of the pipes, because of a dam being built.
- Prospect St. is now being marked out for dig safe. This street will be rebuilt by public works. There are 4 trees that will have to be removed during this process, as we cannot properly build our drainage ditch system with the land bank and trees that are along the edge of the street. Work on this roadway will start around the last week of July.
- Winter St. is being marked out to have construction completed. This will be a complete rebuild. Removing old asphalt, rebasing with gravel, new curbing, and rebuilding town utilities. We are currently looking to start the project in late August.
- Street sweeping has been completed. You will still see the street sweeper out and about cleaning up spots where heavy rains have washed debris into the roadways and cleaning up from residents spilling their construction materials. The sweeper is set up to also clean out catch basins, we will be completing this task on streets that are getting construction completed.
- Bids have gone out for this year's winter sand. The winning bidder, once again, was Richard Gogan Construction. We look forward to working with Ritchie and his crew this fall.
- Winter salt bids have gone out. The winning bid was submitted by New England Salt Company. Public works has worked with this company for several years.
- Centerline striping and hand pavement markings throughout town have been completed.
- Screening recycled asphalt at the town pit, located off Smyrna St. Public works will have an employee at the gravel pit full time for most of the spring/summer months.
- Completed monthly safety checks of all equipment and buildings. This is completed to stay in compliance with the Maine Department of Labor.
- Flower pots have been set out in Market Square and are now being watered by the Houlton Fire Department.
- This year we have had several areas throughout town, where beavers have caused damming issues inside our roadway culverts. When faced with the issue we call a local trapper to the site and ratify the situation.
- Park maintenance mowing is now in full swing. All three mowers and trimmers are used daily to keep up with the nearly 40 acres of mowing that need to be completed weekly. Along with other daily activities, such as cleaning Riverfront Park restrooms daily, removing all trash, cleaning of town hall, prepping ball fields in Community Park, and anything else that may come up throughout the day.
- Reservoir Hill project is now underway. Brown Construction will be working with Sewell Engineering to completely rebuild the roadway.
- Through the Spring and Summer months, there is always an employee screening our materials at our Smyrna St. pit location. Screening material daily keeps the department with new materials to improve our road construction efforts throughout town.
- Planted two trees for NRCS. Both trees were planted on Main St.

- Employees attended this years Public Works Highway Congress in Skowhegan. The event is to showcase new equipment, practices, and materials that are being used on our roadways today. A great chance for learning and improving our skills in the field.
- Public works budget is currently at bench mark.

Respectfully Submitted
Chris Stewart



John A. Millar Civic Center
94 Randall Ave.
Houlton, ME 04730
civic.center@houlton-maine.com
207-694-0439



Monthly Reports May-June 2025

May 2025

May was a great month for the Civic Center. We utilized this down time to do some much-needed cleaning to prepare the facility for the summer events. I also had a chance to catch up on paperwork and adjust the new POS/Billing system we implemented at the beginning of the year.

June 2025

June started off with a busy first week. We hosted the All -Star Gymnastics and Cheerleading Spring Fling event. This event hosted many talented youths from our community. There were nearly 400 people that came to this event and we have already scheduled for next year. Graduation was the next big event at JMCC. We graduated over 80 students from the High School. I am proud to report that 5 of my staff were among the 2025 Graduates. I am pleased to state that they will all be attending colleges in Maine this fall with the exception of one whom will be beginning in the Spring as he is currently in Basic Training in Texas for Air National Guard.

Following Graduation, we hosted a very well attended indoor flea market and Craft Fair. We had over 20 vendors and a variety of items and crafts. The vendors were pleased with the attendance, and we are planning another one for September 6th. This will include approx. 4-6 vendors offering stamp and coin collections.

Sprinkler Systems Inc. came to do their quarterly inspection and found some deficiencies in the system. These corrections along with the 5-year inspection of the system will be completed on July 25th.

We continue to have issues with our fire alarm monitoring system. We have found that the error is with the phone lines continuing to dial 9. Johnson's controls are scheduled for end of July to attempt to correct this deficiency. However, due to the age of the panel, there may be a cost for the addition of a cellular link.

I have been working closely with the town treasurer and town manager on monitoring my budget. There have been some unexpected hits to my maintenance line. There are also some other lines that are being watched carefully as they are close to the red and we have not yet started the 2025/2026 hockey season.

Other News

Dominik Schools, one of our JMCC team has successfully completed his basic training for the Army in Georgia. He is currently completing his infantry training and will graduate in October. We are so proud and honored to call him part of our team. We thank him and his family for their service, commitment and sacrifices for our country.

Thank you,

Serenna Fitzpatrick, Supervisor, John A. Millar Civic Center



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



To: Town Manager Clark & Town Councilors

From: Benjamin Torres, Code Enforcement Officer

RE: Monthly Report – June 2025

Permits Issued –

Permit Type	Owner	Location	Est. Cost	Permit Fee
Building Permit	Walmart	17 Ludlow Road	\$120,000.00	\$600.00
Certificate of Occupancy	Broadway Inc.	29 Market Square	N/A	\$0.00*
Certificate of Occupancy	Shannon Hogan	658 Smyrna Street	\$160,000.00	\$30.00
Certificate of Occupancy	Anthoy Goodine	8 Smyrna Street	N/A	\$30.00

* No change in occupancy classification.

Addresses Assigned/Confirmed –

Address	Owner	Location
5 Green Street	K&E Holdings Inc.	040-1-029-000
47 Reservoir Hill Road	Robert Glidden Jr.	040-4-094-000

Planning Board Activities –

There are typically two meetings scheduled for the Planning Board each month, these meetings are held on the 1st and 3rd Tuesdays.

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During their June 1st 2025 regular meeting the Houlton Planning Board reviewed a Design Review Application submitted by Mr. Fred Grant for exterior alterations at the Temple Theatre. These alterations include modifications to the main entrance door configuration (4 single swing doors to 2 extra wide single swing doors with a fixed pane between), a new tile “floor mat” in the entry way, the replacement of an existing bay window, and new movie poster display cases.



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This meeting also saw the application review and final plat procedure for the “Granite Ridge Acres” subdivision located at tax map/lot 049-0-003 on the Drews Lake Road. This subdivision was created by K&E Holdings Inc. and consists of 6 lots that will be developed with single-family homes. The proposed road is private, and there is a road association being formed to cover the maintenance costs of the road. The road is being built to MDOT specification, but there are no plans to pave the road at this time. It is possible the developer will propose the road for future adoption by the Town of Houlton.

The June 17th 2025 regular meeting of the Board saw a pre-application & submission of sketch plan phase of a different subdivision. The Houlton Band of Maliseet Indians (H.B.M.I.) have proposed a subdivision consisting of 4 mobile homes being placed on one 1.25acre lot. This constitutes a subdivision based on the presence of 3 or more dwelling units on any one lot.

It also constitutes a mobile home park as defined in the Houlton Zoning Ordinance.

This subdivision and mobile home park were approved by the Planning Board and the Zoning Board of Appeals at their July 15th meetings.

Code Enforcement Training Activities –

- **None in June.**

Regular Code Enforcement Activities –

Issue/Inspect building permits and plumbing projects (internal and subsurface).
Field and answer code, zoning, and building requirements from the public.
Address FOAA requests as they are received. General public outreach for code deficient situations.

Miscellaneous – Ongoing

There is an ongoing effort with Tax Assessor Theresa Duff to better coordinate the flow of information between our departments. Onboarding software in the late fall/early winter months will allow for multiple users and the sharing of information that has been submitted electronically. Those who wish to submit physical copies of permit applications will still have the option. Due to the demographics of the Town of Houlton, this could be a sizable portion of our



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population. Ensuring that a basic computer system is available in a public place will be important.

- Documents to be drafted:
 - Use Permit Application – initial draft
 - Demolition Permit Application – initial draft
 - Planning Board Documents & Review Sheets
 - Day care review sheet completed
 - Historic district review sheet completed
 - Zoning Board of Appeals Documents & Review Sheets
 - Mobile home park review sheet completed

Miscellaneous – CEO Comment

Extensive amounts of time in June were devoted to facilitating the relocation of a mobile home onto a private residential lot. This involved multiple follow-up meetings and inspections to delineate and verify that their exterior property issues were taken care of to the Town's satisfaction. Ongoing efforts to build out a septic system are in progress, and the structure is not eligible for a certificate of occupancy until it is connected to an approved system.

With the support of Mr. Clark, I am happy to report that an RFP and subsequent bid process were completed for the exterior remediation of two properties here in Houlton. After a scoping meeting with the contractor in early July, the properties are being tended to as of 07/22/2025.

From June 1st, 2025 to June 30th, 2025, the Code Enforcement Office saw a total of 462 calls, with 246 outgoing, and 216 received.

Thank you for your time and consideration,

Benjamin Torres, CEO/LPI/LHO/AO