

**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

**Monday
July 27, 2026
5:00 PM**

Executive Session

(S070226-1) Council enters Executive Session with the Town Attorney and the Interim Town Manager for the purpose of discussing police union negotiations, pursuant to M.R.S.A Title 1, Section 405(6)D.

III. 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 27, 2026
6:00 PM**

Pledge of Allegiance

Public Comments

I. Minutes: Special Council Meeting of June 30, 2026 postponed to July 13, 2026, Special & Regular Council Meeting of July 13, 2026.

II. Old Business

A. (060226-3) Council approves the appointment of Nancy Ketch as Interim Airport Manager.

B. (060226-7) Council ratifies the AFSCME General Government Union Contract for January 1, 2026 through December 31, 2028.

C. (070126-5) Council ratifies the AFSCME Firefighters/Drivers Union Contract for January 1, 2026 through December 31, 2028.

D. (070126-6) Council ratifies the AFSCME Emergency Medical Technicians Union Contract for January 1, 2026 through December 31, 2028.

E. (070126-7) Council ratifies the AFSCME Public Works Union Contract for January 1, 2026 through December 31, 2028.

III. New Business

A. (070226-1) Council appoints James Brown as a member of the TIF Funding Advisory Board for a 3-Year Term.

[Thank you for volunteering.](#)

B. (070226-2) Council accepts the 2026 FY2024 Edward Byrne Justice Assistance Grant of \$4,515 for the Police Department.

[Will be used for equipment.](#)

C. (070226-3) Council authorizes the Interim Town Manager to enter into a Purchase and Sales Agreement between the Town of Houlton and Tri County Crematory, LLC for the sale of the one-story utility building located at 163 Smyrna Street for the price of \$9,108 and for a lease of the land for \$150 per month and to sign all documents pertaining to the sale.

[See copy of agreements for details.](#)

IV. Discussion and Reports

A. Property Valuation Adjustments – Terri Duff, Tax Assessor

B. Town Manager's Report

C. Councilors' Remarks

V. Adjournment

**Regular Council Meeting
July 13, 2026**

Chair Lake called the meeting to order at 6:38 PM with all Councilors present except Councilor Craine, who was excused.

Public Comments - None

I. **Minutes:** It was moved by Councilor Tortello, seconded by Councilor Torres that the Regular Council Meeting of June 22, 2026 postponed to June 25, 2026 minutes be approved as presented.

Interim Town Manager Ketch noted that updated minutes were circulated to Council with a number of corrections and recommends the updated minutes be approved.

All were in favor of the updated minutes.

II. **Old Business**

A. (060226-7) It was moved by Councilor Tortello, seconded by Councilor Torres that Council ratifies the AFSCME General Government Union Contract for January 1, 2026 through December 31, 2028.

Interim Town Manager Ketch explained that while reviewing all of the contracts, additional corrections need to be made to each of them. She noted that she is recommending that all orders for contracts be tabled until the corrections can be made.

It was moved by Councilor Tortello, seconded by Councilor Torres to table the order.

Vote was taken as follows: Councilor Tortello, yes; Councilor Torres, yes; Councilor Maguire, yes; Councilor Schools, yes; Councilor Grant, yes.

The order was tabled.

III. **New Business**

A. (070126-1) Chair Lake declared the Public Hearing open on the following: Council approves the execution of the application to the Department of Public Safety Bureau of Alcoholic Beverages by American Dream Restaurants, LLC d/b/a Pizza Hut located at 136 North Street, for renewal of liquor license.

There being no public comments, Chair Lake closed the Public Hearing.

It was moved by Councilor Tortello, seconded by Councilor Torres to approve the order.

Vote was taken as follows: Councilor Grant, yes; Councilor Schools, yes; Councilor Maguire, yes; Councilor Torres, yes; Councilor Tortello, yes.

The order passed.

B. (070126-2) Chair Lake declared the Public Hearing open on the following: Council approves the execution of the application to the Department of Public Safety Bureau of Alcoholic

Beverages by Market Pizza LLC, d/b/a Market Pizza located at 23 Market Square, for renewal of liquor license.

There being no public comments, Chair Lake closed the Public Hearing.

It was moved by Councilor Tortello, seconded by Councilor Torres to approve the order.

Vote was taken as follows: Councilor Tortello, yes; Councilor Torres, yes; Councilor Maguire, yes; Councilor Schools, yes; Councilor Grant, yes.

The order passed.

C. (070126-3) It was moved by Councilor Tortello, seconded by Councilor Torres that Council appoint Chris Fitzpatrick as a member of the TIF Funding Advisory Board for a 3-Year Term.

Interim Town Manager Ketch noted that this board reviews façade grants. She thanked Josh McLaughlin and Meg York for serving on this board as they have termed out. She noted that Chris is willing to serve and there will be another appointment at the next meeting.

Vote was taken as follows: Councilor Tortello, yes; Councilor Torres, yes; Councilor Maguire, yes; Councilor Schools, yes; Councilor Grant, yes.

The order passed.

D. (070126-4) It was moved by Councilor Tortello, seconded by Councilor Torres that Council appoint _____ as the Council Representative on the TIF Funding Advisory Board.

Chair Lake noted that the by-laws require a member of Council to be on the board.

Councilor Grant volunteered to be on this board.

It was moved by Councilor Tortello, seconded by Councilor Torres to appoint Councilor Grant to be the Council Representative on the TIF Funding Advisory Board.

Vote was taken as follows: Councilor Grant, yes; Councilor Schools, yes; Councilor Maguire, yes; Councilor Torres, yes; Councilor Tortello, yes.

The order passed.

E. (070126-5) It was moved by Councilor Tortello, seconded by Councilor Torres to table the following: Council ratifies the AFSCME Firefighters/Drivers Union Contract for January 1, 2026 through December 31, 2028.

Vote was taken as follows: Councilor Grant, yes; Councilor Schools, yes; Councilor Maguire, yes; Councilor Torres, yes; Councilor Tortello, yes.

The order was tabled.

F. (070126-6) It was moved by Councilor Tortello, seconded by Councilor Torres to table the following: Council ratifies the AFSCME Emergency Medical Technicians Union Contract for January 1, 2026 through December 31, 2028.

Vote was taken as follows: Councilor Torres, yes; Councilor Tortello, yes; Councilor Maguire, yes; Councilor Schools, yes; Councilor Grant, yes.

The order was tabled.

G. (070126-7) It was moved by Councilor Tortello, seconded by Councilor Torres to table the following: Council ratifies the AFSCME Public Works Union Contract for January 1, 2026 through December 31, 2028.

Vote was taken as follows: Councilor Grant, yes; Councilor Schools, yes; Councilor Maguire, yes; Councilor Torres, yes; Councilor Tortello, yes.

The order was tabled.

IV. Discussion and Reports

A. Town Managers Report

Interim Town Manager Ketch thanked all the various departments that were involved with the 4th of July activities and the fair. She recognized the employees who worked over the holiday weekend and came out at night. She congratulated all the organizations that have had great events going on the last couple of weeks.

She reminded everyone that the office is short-staffed and will open on Wednesdays at noon the next few weeks. She announced that the town was invited to be a participant in a grant application with the Maine Department of Energy Resource to get permitting software for the Code Enforcement Department. She noted that it is a pilot project and hopes to hear by the end of August.

She announced that nomination papers will be available tomorrow for anyone interested in running for an office. She read the list of what positions were available and to stop by the office or call for more information.

She noted that Chief DeLuca and herself received notifications from Court Street residents of noise and speed complaints. She noted that the Chief has put up the portable sign reminding people to slow down and there will be some directed patrols in that area. She noted that the Union Street light has been adjusted and appears to be working properly now.

She announced that according to the Mechanic Street apartment building owners, they're looking to occupy the building September 1st. It was noted that this building wasn't for low-income residents, it is believed to be affordable income based.

B. Councilors' Remarks

Councilor Tortello reminded everyone that the Rotary International Food Festival is on July 25th at the Middle High School from 1:00 PM – 3:00 PM. She noted that it is a cultural celebration represented by people from this town or ties to the town who are from the countries or aware of the different cultural aspects.

She noted the consumer confidence report for calendar year 2025 from Houlton Water Company and how blessed we are to have excellent water. She noted that our PFAS level is only 2.77 parts per trillion, and the low requirement is to be under 20.

Councilor Torres thanked the Police Chief for everything his department did for all the events. She noted that she was overwhelmed with how much the community puts into these events. She thanked WHOU for doing the live stream of the 4th of July parade.

She stated that she would like to have a discussion about hiring some part-time help in the office. She noted that she felt it's time to take the burden off some of the people that work in the Town Office by hiring someone to work the front desk so others can get their stuff done.

Councilor Maguire also thanked the Chief for his hard work planning and overseeing the safety of all the events. He congratulated all that were involved.

Councilor Schools noted that the downtown looks awesome and noted what a great job is being done. He noted the great weather that we had for the 4th of July and the fair. He noted that he has heard complains about not having fireworks on the 4th of July, but people complain when we do have them and it was a decision that was made. He thanked the town and everyone involved for doing a great job.

He reminded everyone to get their ATVS registered which can be done online and the state will send stickers when they get them. He noted that a printout of the registration will suffice for law enforcement. He noted that his daughter was home for the 4th and she felt the fair was more pleasant and safe from what she remembered.

Councilor Grant noted that it was fun watching the events happening during the 4th of July. He noted that he was only able to see a reflection of the fireworks and will make sure the camera is going the other way next year so they can be captured.

He noted that we've had conversations about ordinances that needed to be updated and feels it's a good time to start reviewing those. Having a work session was discussed. He also noted the discussions during budget on the salary review for employees. He noted that he feels it could be problematic if it's not taken care of. Interim Town Manager Ketch replied that she has started doing some analysis and could bring back a proposal.

Chair Lake also thanked everyone involved with Midnight Madness and 4th of July events. He noted that he felt the parade was well organized this year. He noted that this is a great town to live in and appreciates people's willingness to come out and be involved with events.

V. Executive Session

(070126-8) It was moved by Councilor Tortello, seconded by Councilor Torres that Council enter Executive Session with a representative from Maine Municipal Association and the Interim Town Manager for the purpose of discussing the search for a Town Manager, pursuant to MRSA, Title 1, Section 405(6)A.

Vote was taken as follows: Councilor Tortello, yes; Councilor Torres, yes; Councilor Maguire, yes; Councilor Schools, yes; Councilor Grant, yes.

Council entered Executive Session at 7:05 PM and returned to Open Session at 7:49 PM.

VI. Adjournment: On motion by Councilor Tortello, seconded by Councilor Torres, the meeting adjourned at 7:50 PM with all in favor.



HOULTON POLICE DEPARTMENT

97 Military Street
Houlton, ME 04730

Phone: 207-532-2287
Fax: 207-532-1323



Chief Timothy B. DeLuca

Captain Jasmine M. Cyr

Edward Byrne Memorial Justice Assistance Grant (JAG) Program:

The JAG program, specifically authorized under [34 U.S.C. §§ 10151 - 10158](#), is the leading source of federal justice funding to state and local jurisdictions. The JAG Program provides states, tribes, and local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution, indigent defense, courts, crime prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, technology improvement, and crime victim and witness initiatives and mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

Aroostook	AROOSTOOK County	County	\$4,515
Aroostook	PRESQUE ISLE City	Municipal	\$5,979
Aroostook	CARIBOU City	Municipal	\$1,710
Aroostook	ASHLAND Town	Township	\$611
Aroostook	FORT FAIRFIELD Town	Township	\$1,344
Aroostook	FORT KENT Town	Township	\$732
Aroostook	HOULTON Town	Township	\$4,515
Aroostook	LIMESTONE Town	Township	\$853
Aroostook	MADAWASKA Town	Township	\$1,344
Aroostook	VAN BUREN Town	Township	\$487
Aroostook	WASHBURN Town	Township	\$1,098
Total			\$23,188

FY 2024 JAG Grant/Operating Year 2026.

III C

PURCHASE AND SALE AGREEMENT

Now comes Tri County Crematory, LLC, of 10 Water Street, Houlton, Maine, and hereby agrees to enter into the attached lease agreement and Bill of Sale with the Town of Houlton, contingent upon the LLC obtaining the required permits for the crematory.

The Town of Houlton agrees to execute the attached agreements on notice that the contingency has been satisfied and payment satisfied.

WITNESS our hand and seal this _____ day of _____, 2026.

Signed, Sealed & Delivered

in the presence of

Town of Houlton – Nancy Ketch

Tri County Crematory, LLC –
Tony Bowers

STATE OF MAINE

AROOSTOOK, ss. _____, 2026.

Personally, appeared the above-named **NANCY KETCH, Interim Town Manager for the Town of Houlton, and TONY BOWERS of Tri County Crematory, LLC** and acknowledged the foregoing instrument to be their free act and deed.

Before me,

NOTARY PUBLIC

Type or Print Name

My Commission Expires:

REAL ESTATE LEASE AGREEMENT

LEASE AGREEMENT, made this _____ day of July, 2026, by and between **The Town of Houlton** (*hereinafter referred to as "Landlord" or "Landlords"*) and **Tri County Crematory, LLC** (*hereinafter referred to as "Tenant"*), WITNESSETH:

1. Leased Premises. Landlord leases to Tenant subject to the terms and conditions set forth herein, the following described premises (the "Leased Premises"), situate at 163 Smyrna Street, Houlton, Maine as set forth in Exhibit A.

2. Rent and Terms. The term of this Lease shall begin on _____, 2026 and shall continue month to month until abandoned by Tenant (*the "Lease Term"*).

3. Tenant's Duty to Maintain Premises. Tenant will keep the premises in a clean and sanitary condition and free from vermin and rodents and will otherwise comply with all state and local laws requiring tenants to maintain rented premises.

4. Lessee shall pay \$150 per month commencing on the effective date herein. Said rent shall be adjusted annually based on the annual inflation rate as published by the Wall Street Journal East addition on the anniversary date of this agreement.

5. Water and Sewer Any upgrades of the water or sewer system required by any regulatory body as a part of the permitting process shall be the expense of the lessee. Ordinary water or sewer repair shall be paid one half by lessee and one half by lessor.

6. Utilities and Maintenance. During the Lease Term and the renewal term, if applicable, the Utilities and Maintenance will be paid by the party indicated on the following chart:

	Landlord	Tenant
Electricity	_____	<u>X</u>
Heating Oil	_____	<u>X</u>
Propane Gas	_____	<u>X</u>
Wood fuel	_____	<u>X</u>
Water	_____	<u>X</u>
Sewerage	_____	<u>X</u>
Trash Removal	_____	<u>X</u>
Yard Maintenance	_____	<u>X</u>
Snow Removal	_____	<u>X</u>

7. Alterations, Renovations and Improvements. Tenant shall not have the right, but only with the written consent of the Landlords, which shall not be unreasonably withheld, to make, at Tenant's sole expense, such alterations, renovations and improvements to the Leased Premises as are necessary or desirable for Tenant's use of the Leased Premises as authorized herein; provided, however, that Tenant shall perform such alterations, renovations and improvements in a good, workmanlike and reasonable manner, and provided further that Tenant shall assume all cost, liability and responsibility for such alterations, renovations and improvements. Tenants shall not be compensated for any improvement to the premises which shall become property of landlord.

8. Electric Metering. Lessee shall be responsible for the expense of installing separate Electric Meters, including those for the shared well.

9. Damage. Tenant shall not commit or permit any harm or waste of the premises or any part thereof. Any damage to or destruction of the premises or any part thereof in or about said premises arising from the negligence, omission or willful act of Tenant, or Tenant's contractors, invitees, or guests, shall be the responsibility of the Tenant, who shall be immediately liable to Landlord for all expenses in repairing or rebuilding the premises or repairing or replacing such personal property.

10. Indemnification and Liability Insurance.

- (a) Tenant agrees to, and does hereby, indemnify, protect and hold Landlord harmless from and against all liabilities, injuries, claims, losses, or damages to persons or property, occurring or arising on or about the Leased Premises during the Lease Term and any renewal term hereof, which liabilities, losses or damages arise as a result of Tenant's use, misuse or occupation of the Leased Premises or any part thereof, except to the extent that said liabilities, losses or damages are the result of gross negligence or willful misconduct of Landlord, their agents or servants.
- (b) Tenant agrees to maintain in full force during the Lease Term and, if applicable, during the renewal term, a policy of liability and property damage insurance through a "Tenant's Policy", in such amount as is reasonable under the circumstances, as determined by Landlord and Tenant from time to time.

11. Use of Property. Tenant agrees to use the Leased Premises only for crematoria purposes, except for incidental use in trade or business, so long as such incidental use does not violate local zoning law or affect the Landlord's ability to obtain fire or liability insurance. No article or substance will be kept on the premises, nor any activity or occupation conducted, which is illegal, noisy or dangerous.

12. Right to Enter. Tenant agrees to permit Landlord or his duly authorized agents to enter on the Leased Premises upon 24-hour prior notice to the Tenant, provided such access to the Leased Premises shall not unnecessarily interfere with Tenant's use of the Leased Premises. If, however, Landlord or his agent reasonably believes that an emergency exists which requires immediate entry, such entry may be made without notice.

13. Total or Partial Destruction. If the premises becomes substantially or totally destroyed during the Lease term, either party may thereupon terminate this Lease upon reasonable notice.

14. Personal Property. Landlord shall not be liable for any loss of, damage to or destruction of property located in or about said premises occasioned by any cause whatsoever (except for the negligent or willful act of Landlord or its employees or agents) including, without limitation, fire, explosion, riot, water or any theft by any person. Upon termination of this Lease, the Tenant will vacate the premises, remove all personal property belonging to Tenant, and leave the premises as clean as Tenant found them, normal wear and tear excepted.

15. Notices. All notices required to be given pursuant to this Lease, to be effective, shall be in writing and shall be delivered by hand, postage prepaid, to the following addresses:

- (a) To Tenant at: Tri County Crematory
10 Water Street
Houlton, Maine 04730
- (b) To Landlord at: Town of Houlton
21 Water Street
Houlton, Maine 04730

Either party may, by such manner of notice, substitute persons or addresses for notice other than those listed above.

16. Default. Any violation of the provisions of this Lease by Tenant will be deemed to be a breach of the Lease, any remaining term will be forfeited, and Tenant will be subject to a forcible entry and detainer action (eviction), as well as suit for damages on thirty (30) day notice.

17. Miscellaneous Provisions.

- (a) Invalidity of Particular Provisions. If any provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.
- (b) Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws in effect in the State of Maine as those laws may be amended from time to time.
- (c) Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.

- (d) Interpretation. Whenever in this Lease provision is made for the doing of any act by any party, it is understood and agreed that said act shall be done by such party at its own cost and expense, unless a contrary intent is expressed.
- (e) Entire Agreement; Binding Effect. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof. All rights, obligations and liabilities contained herein given to or imposed upon Landlord and Tenant shall extend to and bind the several respective administrators, trustees, receivers, legal representatives, successors, heirs, and permitted assigns of Landlord and Tenant and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein.
- (f) Compliance with Laws. Tenant agrees to abide by and comply with all federal, state and local statutes, ordinances, rules and regulations applicable to Tenant's use of the Leased Premises.
- (g) Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein will not be deemed a waiver of such term, covenant or condition or any subsequent breach of the same, or any other term, covenant or condition herein. The subsequent acceptance of rent hereunder by Landlord will not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease, other than failure of the Tenant to pay the particular rent so accepted.
- (h) Legal Proceedings. If either party commences a lawsuit against the other to enforce any provision of this Lease, the successful party may be awarded reasonable attorney's fees and court costs from the other.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease Agreement as an instrument under seal as of the day and year first above written.

LANDLORD

WITNESS

Town of Houlton -

TENANT

WITNESS

Tri County Crematory, LLC -

EXHIBIT A

An easement located at 163 Smyrna Streey, for the real estate location of the Utility Building located therein as well as the right to extend the footprint of the addition to said structure to a total foot print of forty (40') foot by thirty (30') foot footprint accommodating the anticipated addition of said structure.

Also hereby transferring an easement for the use of the well and septic located thereon in common with the Town of Houlton.

Also an easement for the access, ingress and egress to the aforesaid structure and the right of parking? located adjacent thereto in common with the Town of Houlton.

The one-story utility building located at 163 Smyrna Street, Houlton, Maine on Tax Mao 33, Lot 6 said building to remain personal property and any additions thereto shall likewise be personal property and shall no become part of the realty.