

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

AGENDA

Special Council Meeting

August 24, 2026
4:00 PM

Executive Session

(S080426-1) Council enters Executive Session with a representative from Maine Municipal Association for the purpose of discussing the search for a Town Manager, pursuant to MRSA Title 1, Section 405(6)A.

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

**August 24, 2026
6:00 PM**

Pledge of Allegiance

Public Comments

I. Minutes: Special & Regular Council Meeting of August 10, 2026.

II. Old Business

A. (S080126-1) The Town of Houlton Ordains execution of the 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 authorizes the Interim Town Manager to sign all documents pertaining to the sale.

(Public Hearing)

[This is for the sale of the building and lease of the land.](#)

B. (S080126-2) The Town of Houlton ordains the transfer of up to \$500,000 from the Undesignated Fund Balance for the purpose of reducing taxes. The Interim Town Manager certifies that this is in the best interest of the Town.

(Public Hearing)

[This is an up to amount done annually.](#)

III. New Business - None

IV. Discussion and Reports

A. Town Manager's Report

B. Councilors' Remarks

V. Adjournment

**Special Council Meeting
August 10, 2026**

Chair Lake called the meeting to order at 5:55 PM with all Councilors present, except Councilor Craine who was excused.

A. (S080126-1) Councilor Tortello Introduced the following: The Town of Houlton Ordains execution of the 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 authorizes the Interim Town Manager to sign all documents pertaining to the sale.

Chair Lake noted that the First Reading will be held at tonight's Regular Council Meeting and the Public Hearing will be held on August 24, 2026.

B. (S080126-2) Councilor Tortello Introduced the following: The Town of Houlton ordains the transfer of up to \$500,000 from the Undesignated Fund Balance for the purpose of reducing taxes. The Interim Town Manager certifies that this is in the best interest of the Town.

Chair Lake noted that the First Reading will be held at tonight's Regular Council Meeting and the Public Hearing will be held on August 24, 2026.

Councilor Craine joined via Zoom at 5:56 PM.

Adjournment: On motion by Councilor Tortello, seconded by Councilor Torres the meeting adjourned at 5:57 PM with all in favor.

**Regular Council Meeting
August 10, 2026**

Chair Lake called the meeting to order at 6:00 PM with all Councilors present. Councilor Craine was present via Zoom.

Public Comments

Chair Lake recognized Paula Woodworth, Houlton resident who shared her concerns about the old St. Mary's building across the street. She explained that she and the past Code Enforcement Officer had spoken about the condition. She noted that there's a giant hole in the roof. She noted that she thought if a historically registered building is purchased, there's an obligation to keep it maintained. She asked if there were any grants that could help the owners fix it up.

Tony Bowers, Houlton business owner thanked Council for all they do as it is a thankless job. He announced that Chief Cone lost his brother last weekend and asked everyone to keep the family in their thoughts.

Eileen McLaughlin, Houlton resident, noted that she was there to bring up three different issues that are in process. The first was the crematorium. She explained her environmental concerns, the output of gaseous pollutants and the high level of odor emissions. She noted that even though it isn't as populated in that location, there are homes out there and there's going to be a church. She noted that studies show it's considerably better than it used to be, but believes there is still some problems to be concerned about.

She explained that she was also concerned about leasing the land for \$150, as she has never heard of property being so lowly priced. She noted that she realizes that more people are choosing to go with cremation, but wishes we could find a better way to do that.

She noted that her second concern was Pleasant Street. She noted that she understands that everybody's doing the best they can with what little budget they have. She explained that she noticed that the lower part of Pleasant Street was done and appreciated that. She explained that the street literally pulls your tires in, and she has spent thousands of dollars on front-end damage to her car. She noted that she feels it is an area of concern. She complimented downtown and hopes that community roads and dangerous sidewalks will get dealt with.

She noted that the latest she heard was that Aroma Joe's is still likely to come which is fantastic for economic development. She noted that it was mentioned at one point that DOT recommended an access road. She noted that it can be costly, but when safety is at risk, we should figure out how we can make it work. She noted that she is concerned about the new road diet as we already have congestion with four lanes. She noted that it's difficult to cross North Street and doesn't feel the new way will make it better. She stated that she would like to revisit going with the plans for the access road for the safety of everyone in the traffic flow.

Serenna Fitzpatrick, Arena Supervisor announced that the heat pumps were installed last week. She thanked the Council, McPartland's and the Putnam Trust. She noted that we now have a big, beautiful, marketable, cool space to utilize. She also noted that she had the opportunity to go on the trail behind the arena and hopes the community takes advantage and it is a beautiful trail.

I. Minutes: It was moved by Councilor Tortello, seconded by Councilor Torres that the Special & Regular Council Meeting of July 27, 2026 minutes be approved as presented.

All were in favor.

II. Old Business

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

Interim Town Manager Ketch explained that an error was discovered that needs clarification. She stated that she suggests that this is tabled one more time.

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

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

The order was tabled.

B. (070126-5) It was moved by Councilor Tortello, seconded by Councilor Torres that Council ratifies the AFSCME Public Works Union Contract for January 1, 2026 through December 31, 2028.

Interim Town Manager Ketch noted that this contract has been gone over and is ready to be ratified.

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

The order passed.

C. (S080126-1) Chair Lake held the First Reading on the following: The Town of Houlton Ordains execution of the 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 authorizes the Interim Town Manager to sign all documents pertaining to the sale.

Chair Lake noted that the Public Hearing will be held on August 24, 2026.

Councilor Tortello noted that she has minor issues with some of the terms used in this document. She noted that there's places where it refers to lessee/lessor and landlord/tenant. She asked if it would be possible to have the same terms used throughout the document.

D. (S080126-2) Chair Lake held the First Reading on the following: The Town of Houlton ordains the transfer of up to \$500,000 from the Undesignated Fund Balance for the purpose of reducing taxes. The Interim Town Manager certifies that this is in the best interest of the Town.

Chair Lake noted that this is an up to amount done annually and the Public Hearing will be held on August 24, 2026.

III. New Business

A. (080126-1) Chair Lake declared the Public Hearing open on the following: Council approves the presentation of the 2027 Long Range Program (Capital Plan), which is subject to funding through the budget process. (Note: The document in its entirety is available for review at the Town Office during normal business hours.)

Chair Lake noted that this is an annual Charter requirement.

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.

Interim Town Manager Ketch reminded everyone that this is a planning document that captures the various department's capital items. She noted that it will be used during the preparation of the budget.

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

The order passed.

B. (080126-2) Chair Lake declared the Public Hearing open on the following: Council approves the application for a Secondhand Precious Metal Dealer Permit, by Cavalier Marketing. The location of the event will be at Shiretown Inn and Suites, 282 North Street on August 20th-25th, 2026.

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.

Interim Town Manager Ketch referred to the memo from Chief DeLuca and explained that this is a company coming in for a one-time event. She noted that Chief DeLuca vetted this very carefully and added additional requirements from the applicant.

Council Tortello noted the publicity this organization had several weeks ago when Skowhegan denied their application. She noted that she didn't have a problem with this application but wondered what their hours of operation would be as they would need to turn in the required documents before leaving town.

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

The order passed.

C. (080126-3) It was moved by Councilor Tortello, seconded by Councilor Torres that Council authorize the Interim Town Manager to execute the Maine Municipal Association Voting Ballot for the Election of MMA Vice President and Executive Committee Members. (Note: List of candidates available at the Town Office during normal business hours.)

Interim Town Manager Ketch noted that this is standard as we're members of MMA. She noted that the candidates are running unopposed.

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

The order passed.

IV. Discussion and Reports

A. Town Manager's Report

Interim Town Ketch reminded everyone that nomination papers are still available for anyone interested in running for an office. She noted that they are due back September 3rd. She noted that the Assessor, Terri Duff has sent the letter out to taxpayers that she explained at the last meeting.

B. Councilors' Remarks

Councilor Tortello noted that the state of Maine is requiring municipal officers of every municipality to adopt and post a plan specifying how they're doing their emergency medical services. She noted that MMA had a good article in their last newsletter on how to do that. She noted that it is a three-step process, Introduction, First Reading and Public Hearing. She noted that she is requesting that it get before Council so it can be turned into the state. She reminded everyone that this weekend is Potato Feast Days and hopes everyone enjoys the festivities.

Councilor Torres noted that she attended a meeting at SADC to get educated on TIFs and CEAs with Pete Chase. She noted that it took about an hour and was very informative and easy to understand. She encouraged everyone to attend one of the meetings.

She noted that lobsters have been ordered for Potato Feast Days. She noted that the Dave Hersey Band will be playing in the park, there will be kids potato games, touch a truck and more. She noted that posters are up, advertised on WHOU and in the newspaper. She reminded everyone that the last McGill's Band concert of the season is this Thursday night. She noted that if it rains, the concert will be held at the High School.

Councilor Maguire noted how well done the sidewalks were. He noted that it was very generous for the construction company to send out checks to local businesses for any inconveniences that occurred during the construction.

Councilor Schools reminded everyone that summer isn't over yet so get out and enjoy it and be safe.

Councilor Grant noted that there are lots of activities this weekend. He noted that McGill's next concert is Thursday and the Star City Syndicate concert in the park next Friday. He noted that there are advertisements up around town for the free event.

Chair Lake thanked everyone for coming tonight. He noted that there's times that we have only 2 or 3 people here, but it's better than looking at an empty room. He gave his condolences to Chief Cone for losing his brother. He wished Councilor Torres good luck with the weekend activities and encouraged everyone to get out and check it out.

V. Adjournment: On motion by Councilor Tortello, seconded by Councilor Torres the meeting adjourned at 6:33 PM with all in favor.

REAL ESTATE LEASE AGREEMENT

IIA

LEASE AGREEMENT, made this _____ day of August, 2026, by and between **The Town of Houlton** (hereinafter referred to as "Lessor" or "Lessors") and **Tri County Crematory, LLC** (hereinafter referred to as "Lessee"), WITNESSETH:

1. Leased Premises. Lessor leases to Lessee 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 Lessee (the "Lease Term").

3. Lessee's Duty to Maintain Premises. Lessee 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 lessees 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:

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

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

9. Damage. Lessee 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 Lessee, or Lessee's contractors, invitees, or guests, shall be the responsibility of the Lessee, who shall be immediately liable to Lessor for all expenses in repairing or rebuilding the premises or repairing or replacing such personal property.

10. Indemnification and Liability Insurance.

- (a) Lessee agrees to, and does hereby, indemnify, protect and hold Lessor 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 Lessee'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 Lessor, their agents or servants.
- (b) Lessee 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 "Lessee's Policy", in such amount as is reasonable under the circumstances, as determined by Lessor and Lessee from time to time.

11. Use of Property. Lessee 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 Lessor'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. Lessee agrees to permit Lessor or his duly authorized agents to enter on the Leased Premises upon 24-hour prior notice to the Lessee, provided such access to the Leased Premises shall not unnecessarily interfere with Lessee's use of the Leased Premises. If, however, Lessor 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. Lessor 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 Lessor or its employees or agents) including, without limitation, fire, explosion, riot, water or any theft by any person. Upon termination of this Lease, the Lessee will vacate the premises, remove all personal property belonging to Lessee, and leave the premises as clean as Lessee 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 Lessee at: Tri County Crematory
10 Water Street
Houlton, Maine 04730
- (b) To Lessor 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 Lessee will be deemed to be a breach of the Lease, any remaining term will be forfeited, and Lessee 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 Lessor and Lessee are incorporated herein and may be modified or altered only by agreement in writing between Lessor and Lessee, and no act or omission of any employee or agent of Lessor shall alter, change or modify any of the provisions hereof. All rights, obligations and liabilities contained herein given to or imposed upon Lessor and Lessee shall extend to and bind the several respective administrators, trustees, receivers, legal representatives, successors, heirs, and permitted assigns of Lessor and Lessee and if there shall be more than one lessee, they shall all be bound jointly and severally by the terms, covenants and agreements herein.
- (f) Compliance with Laws. Lessee agrees to abide by and comply with all federal, state and local statutes, ordinances, rules and regulations applicable to Lessee's use of the Leased Premises.
- (g) Waiver. The waiver by Lessor 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 Lessor will not be deemed a waiver of any preceding breach by the Lessee of any term, covenant or condition of this Lease, other than failure of the Lessee 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, Lessor and Lessee have executed this Lease Agreement as an instrument under seal as of the day and year first above written.

LESSOR

WITNESS

Town of Houlton -

LESSEE

WITNESS

Tri County Crematory, LLC – Anthony V. Bowers

EXHIBIT A

An easement located at 163 Smyrna Street, 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 footprint of forty (40') foot by forty (40') foot 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 Map 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.