

**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**

**Special Council Meeting**

**July 14, 2025  
5:30 PM**

**A. (S070125-1) Council enters Executive Session with the Town Manager 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.**

**B. (S070125-2) Council enters Executive Session with the Town Manager and 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.**

**C. (S070125-3) Council authorizes the Town Manager to enter into a Purchase and Sales Agreement between the Town of Houlton and \_\_\_\_\_ for the purchase of 40 High Street in the amount of \$\_\_\_\_\_ and authorizes the Town Manager to execute any documents necessary to satisfy the Purchase and Sales Agreement.**

**This is a tax-acquired property, new law requires that it be listed with a real estate agent.**

**D. (S070125-4) Council authorizes the Town Manager to enter into a Purchase and Sales Agreement between the Town of Houlton and \_\_\_\_\_ for the purchase of 11 Salem Street in the amount of \$\_\_\_\_\_ and authorizes the Town Manager to execute any documents necessary to satisfy the Purchase and Sales Agreement.**

**This is a tax-acquired property, new law requires that it be listed with a real estate agent.**

**V. Adjournment**

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## **AGENDA**

**Regular Council Meeting**

**July 14, 2025  
6:00 PM**

### **Pledge of Allegiance**

### **Public Comments**

**I. Minutes: Regular Council Meeting of June 23, 2025**

**II. Old Business**

**III. New Business**

**A. (070125-1) 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.**

**[This is a great opportunity to replace this equipment, thank you.](#)**

**B. (070125-2) Council accepts the bid of \$99,536.79 from Bergeron Equipment for rescue equipment (jaws of life) for the Houlton Fire Department.**

**[Recommended by the Houlton Fire Department.](#)**

**C. (070125-3) Council accepts the 2025 FY2023 Edward Byrne Justice Assistance Grant of \$7,596 for the Police Department.**

**[Will be used for equipment.](#)**

**D. (070125-4) Council accepts the donation of tires for the Olympia at the Civic Center from Gill's Point.**

**[Thank you for this donation.](#)**

**E. (070125-5) Council accepts the donation of \$100 from Paula Woodworth for the Marie Carmichael Scholarship Fund.**

**Thank you for this donation.**

**F. (070125-6) 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.**

**This is required to be done annually.**

**IV. Discussion and Reports**

**A. Gateway Crossing Bridge**

**B. Town Managers Report**

**C. Councilors' Remarks**

**V. (070125-7) Council enters Executive Session with the Town Manager for the purpose of discussing a personnel matter, pursuant to MRSA Title 1, Section 405(6)A.**

**VI. Adjournment**

**Regular Council Meeting  
June 23, 2025**

Chair Torres called the meeting to order at 6:00 PM with all councilors present, except Councilor J. McLaughlin who was excused.

**Public Comments**

I. **Minutes:** It was moved by Councilor Lake, seconded by Councilor Peters that the Regular Council Meeting of June 9, 2025 minutes be approved as presented.

All were in favor.

II. **Old Business**

A. (050225-1) Chair Torres declared the Public Hearing open on the following: The Town of Houlton ordains approval of the Security Camera Purchase and Operation Policy. (The document in its entirety is available for review at the Town Office during normal business hours.)

Chair Torres noted that this policy was recommended by legal counsel.

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

It was moved by Councilor Lake, seconded by Councilor Peters to approve the order.

Town Manager Clark noted that this policy will help protect the town from potential litigation. He noted that it was understood that the camera system has facial recognition capability that will not be used.

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

The order passed.

III. **New Business**

A. (060225-1) It was moved by Councilor Lake, seconded by Councilor Peters that Council authorize the Town Manager to have the town-wide camera system reactivated.

Town Manager Clark noted that with the policy in place and a system administrator who has disabled facial recognition in compliance with the policy, the system is ready to be reactivated.

Councilor E. McLaughlin asked if the town could get something in writing from the system administrator that facial recognition won't be turned on. Clark replied that he would make sure the administrator receives a copy of the policy. Clark noted that the administrator is aware that municipalities are not permitted to use facial recognition.

Councilor Peters asked if the administrator is located in Maine and aware of the state requirements. Clark replied yes, the company is SJ Rollins.

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

**The order passed.**

**B. (060225-2) Chair Torres 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, the Chair closed the Public Hearing.**

**It was moved by Councilor Lake, seconded by Councilor Peters to approve the order.**

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

**The order passed.**

**C. (060225-3) Chair Torres declared the Public Hearing open on the following: Council approves the execution of the application for a Victualer License for Great American Real Food Fast, INC. d/b/a IHOP, located at 267 North Street.**

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

**It was moved by Councilor Lake, seconded by Councilor Peters to approve the order.**

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

**The order passed.**

**D. (060225-4) It was moved by Councilor Lake, seconded by Councilor Peters that Council accept the donation of services to remove all existing pavement and excavation and placement of materials in areas requiring full reconstruction on Aurora Circle from Brown Construction.**

**Chair Torres noted that the town is appreciative of this public/private partnership.**

**Town Manager Clark noted that there was a proposal in the packets that detail the scope of the work. He noted that he feels it is in the best interest of the town to accept this donation.**

**Councilor Peters asked if the street needed to be dug up and rebuilt. Clark replied that it would only be dug up in areas as needed, he noted that some testing has been done.**

**Councilor E. McLaughlin asked if the funds for this project would have gone to other road projects. Clark replied no, he stated that he would find the funds for this project. He noted that the Reservoir Hill Road project may come in under budget. McLaughlin asked for clarification on this being done in conjunction with the Reservoir Hill Road and if this would be done first so there wouldn't be trucks going over the new road. Clark explained that the work would primarily be done at the same time. He noted that there will be down time on Reservoir Hill Road while underground work is being completed. He noted that the hope is to have both roads paved at the same time. McLaughlin inquired about the subgrade material being provided by the town and also the disposal of excavated pavement materials. Clark noted that the town has a gravel pit so there wouldn't be any extra cost, he also noted that the town grinds up the pavement and uses the recycled asphalt for milling and dust control.**

Vote was taken as follows: Councilor E. McLaughlin, no; Councilor Brown, yes; Councilor Matthews, yes; Councilor Peters, yes; Councilor Lake, yes.

The order passed.

E. (060225-5) It was moved by Councilor Lake, seconded by Councilor Peters that Council approve execution of the application to the Bureau of Alcoholic Beverages by Heather LaFontaine, for Catering Privileges Off Premise for an event on July 5, 2025 at 94 Randall Avenue.

Councilor Torres noted that approval is required by the state, and that this is for catering the Houlton High School Alumni Association Reunion.

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

The order passed.

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

##### **A. Town Managers Report**

Town Manager Clark stated that he received an estimate for the engineering of repairing South Street of \$137,000. He noted that it was time to start planning for that project. He noted that during budget planning, he would like to add a budget line for engineering as there are other streets that will require it. He stated that he has been working on ways to get cameras operational in Riverfront Park. He noted that he sent letters out to downtown property owners informing them of the Revolving Loan Program opportunities. He noted that he had heard from several of them inquiring about more information.

Chair Torres asked if the sidewalks on South Street would be done at the same time as the road repair. Clark replied that sidewalks were in the engineering plan.

##### **B. Councilors' Remarks**

Councilor Peters asked for an update on the pickleball courts. Clark replied that it was going to be paved soon.

Councilor E. McLaughlin suggested we consider more signage or road markings on South Street at the intersections coming off other streets. She noted that a lot of children walk to school and feels that it is important to make people more alert. She inquired about the emergency preparedness meeting in Chief DeLuca's department report. Chief DeLuca replied that this is done annually. McLaughlin asked if the action plan would be shared with the community. DeLuca replied that the plans are confidential to emergency first responders but noted in case of an emergency the public would be informed. She asked if there was a plan to have cooling stations with the heat wave approaching. Chief DeLuca noted that this has been done in the past. Town Manager Clark noted that a plan will be put together. McLaughlin noted that the meet and greet for Town Manager Clark was wonderful and feels it's a great way to educate new people to the area. She reminded everyone that during sidewalk repairs and summer events going on to be mindful of ADA compliance. She recommended that someone be assigned to inquiring about getting the fountain downtown functional again. She stated her concerns about the possible traffic pattern change on North Street and asked if it was possible to have an access road instead. Clark replied that that option has been discussed in the past. He noted that Council has no authority over the DOT traffic moving permit as North Street is under the jurisdiction of the state. She asked if a vision statement for Houlton could be done. Clark asked if she wanted Council or the Town Manager to prepare that. McLaughlin replied that it should be done together to ensure that everyone was on the same page.

Chair Torres stated that Council would like to have an Executive Session at the next meeting for the Town Manager's 6 month review. She noted that the Canopy Crew was out today doing great work. She noted that the trees downtown are struggling and appear to have had some impact from dogs. She noted that signs will be going up. She noted that signs for the rain garden in the park would be going up. She reminded everyone that Midnight Madness was happening on July 3<sup>rd</sup>. She noted that applications for the 4<sup>th</sup> of July parade were available. She reminded everyone that the strawberry shortcake sale would take place on the 2<sup>nd</sup>.

V. Adjournment: On motion by Councilor Lake, seconded by Councilor Peters, the meeting adjourned at 6:35 PM with all in favor.



Health Services Foundation  
P.O. Box 1231  
Houlton, ME 04730

June 20, 2025

Mr. Cameron Clark  
Town Manager - Town of Houlton  
21 Water Street  
Houlton, ME 04730

**RE: Jaws of Life Replacement Funding Request**

Dear Mr. Clark:

We appreciate you contacting the Health Services Foundation (HSF) to start a dialogue about exploring funding options to replace the jaws of life equipment that is need by the Houlton Fire Department. We recognize the need of this type of life saving equipment and we feel that supplying funds for this type of project falls within our mission and scope to provide funds as needed to support the health and well being of inhabitants of this region.

At our last meeting (June 18, 2025) we 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. The HSF would like to receive 3 payments to represent the 25% match by the Town of Houlton. The payment schedule is shown below.

Action	Amount	Timing
HSF Fully Fund the Purchase of Jaw of Life Equipment	\$100,000 (est.)	July 2025
Town of Houlton Payment #1 - to HSF	\$5,000	January 2027
Town of Houlton Payment #2 - to HSF	\$10,000	January 2028
Town of Houlton Payment #3 - to HSF	\$10,000	January 2029

We hope you find this proposal agreeable to meet the Town's need to replace this important piece of life saving equipment. Please let me know if you have any additional questions.

Sincerely,

Scott Allen  
President – Health Services Foundation



III B

**Houlton Fire Department  
Rescue Equipment (JAWS) Replacement Proposal  
Presented to the Houlton Town Council  
Date: July 14, 2025**

## **Background**

During a MADD demonstration at Houlton High School, one of the Fire Department's extrication tools (JAWS of Life) malfunctioned. After contacting the original equipment vendor, we were informed that:

- The tool is over 20 years old.
- Replacement parts are no longer available.
- The unit is no longer serviceable or supported.

Because this equipment is vital to our emergency response capabilities, the Houlton Fire Department immediately began the process of identifying a suitable replacement.

## **Vendor Outreach**

In response to the malfunction:

- The Town Manager was notified.
- Five Maine-based vendors that supply and support rescue equipment were contacted.
- Each vendor provided a hands-on demonstration of their equipment at Benn's Junk Yard.
- Formal written quotes were submitted, including optional accessory tools.

## **Evaluation Process**

Evaluation sessions were attended by members of the Houlton Fire Department with direct experience in vehicle extrication. Each tool system was tested in live scenarios and assessed on:

- Power and cutting ability
- Speed, tool versatility, and ergonomics
- Ease of use in emergency conditions
- Durability, warranty coverage, and vendor support

Feedback from the department played a critical role in selecting the most suitable equipment.

## Quote Comparison

All vendors recommended including additional essential tools—cribbing struts, a glass cutter, and a mini metal cutter—adding \$9,667.79 to the base quotes.

Vendor	Equipment Brand	Base Price	With Add-ons
TNT Tools	TNT	\$57,694.97	\$67,362.76
Fire Tech & Safety	Amkus	\$61,197.00	\$70,864.79
HSE Fire Safety	Genesis	\$80,695.00	\$90,362.79
<b>Bergeron Equipment</b>	<b>Hurst</b>	<b>\$89,869.00</b>	<b>\$99,536.79</b>
Industrial Protection Services	Holmatro	\$90,250.00	\$99,917.79

*All vendors are based in Maine and offer in-state support, maintenance, and warranty services.*

## Community Partnership

The Houlton Regional Health Services Foundation has committed financial support toward the purchase of this equipment. Their contribution reflects a shared commitment to public safety and will help reduce the funding burden on the Town.

## Recommendation

Following performance testing, firefighter evaluations, and vendor comparison, the Houlton Fire Department recommends the purchase of:

### **HURST Rescue Tool System**

Vendor: Bergeron Equipment

Total Cost (with accessories): **\$99,536.79**

This system scored highest in key performance categories and meets the operational needs of the department.

## **Public Notice**

### **TOWN OF HOULTON – FIRE DEPARTMENT REQUEST FOR PROPOSALS (RFP) Battery-Powered Hydraulic Extrication Equipment**

The Houlton Fire Department is accepting **sealed proposals** for the purchase and delivery of **battery-powered hydraulic extrication tools**.

Specifications are based on the **Hurst eDraulic 3.0 Series** and include:

- ☒ Cutter (S 799 E3 or equivalent)
- ☒ Spreader (SP 777 M40 E3 Connect or equivalent, includes chain kit)
- ☒ Telescoping Ram (R 522 E3)
- ☒ Compact Ram (R 320 E3)
- ☒ Combination Tool (SC 757 E3 or equivalent)
- ☒ Batteries, chargers, tool mounting brackets
- ☒ **2 external power supplies**
- ☒ Training and accessories

**Equivalent equipment** from qualified vendors will be considered.

**Proposal Deadline: June 20, 2025**

**Contact:** Chief Milton Cone

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

RFP details may be requested via email. Proposals must be submitted as outlined in the official RFP. The Department reserves the right to reject any or all proposals.

### **Vendor Outreach Letter**

**Subject:** RFP – Battery-Powered Extrication Tools (Houlton Fire Department)

Dear [Vendor Name],

The Houlton Fire Department is soliciting proposals for **battery-operated hydraulic extrication equipment**. Our specifications are based on the **Hurst eDraulic 3.0 Series** and include:

- **Cutter (S 799 E3 or equivalent)**
- **Spreader (SP 777 M40 E3 Connect or equivalent, includes chain kit)**
- **Telescoping Ram (R 522 E3)**
- **Compact Ram (R 320 E3)**
- **Combination Tool (SC 757 E3 or equivalent)**

- Batteries, chargers, tool mounting brackets
- 2 external power supplies
- On-site training and recommended accessories

**Proposal Deadline: June 20, 2025**

**Submission Email: [chiefmjcone@houlton-maine.com](mailto:chiefmjcone@houlton-maine.com)**

The full RFP is attached. If you have questions or need any clarification, please reach out to me directly.

We look forward to your proposal.

Sincerely,

**Chief Milton Cone**

Houlton Fire Department

✉ [chiefmjcone@houlton-maine.com](mailto:chiefmjcone@houlton-maine.com)

📍 97 Military Street, Houlton, ME 04730

**REQUEST FOR PROPOSALS (RFP)**  
**Extrication Equipment – Hurst or Equivalent Rescue Tools**  
**Issued by: Houlton Fire Department**  
**Date Issued: June 5, 2025**  
**Proposal Due Date: June 20, 2025**

## **1. Introduction**

The Houlton Fire Department (hereafter referred to as the “Department”) is seeking sealed proposals from qualified vendors for the purchase and delivery of hydraulic extrication equipment suitable for vehicle and technical rescue operations.

While Hurst-branded tools are preferred, proposals offering equivalent systems of equal or greater capability and NFPA 1936 compliance will be considered.

## **2. Objective**

The Department aims to procure a complete **battery-operated extrication tool system** for frontline use. Tools must be highly reliable, NFPA-compliant, and capable of meeting modern vehicle rescue demands. Vendors must provide **comprehensive on-site training and warranty coverage**.

## **3. Scope of Work and Specifications**

Vendors may propose equipment from Hurst or equivalent manufacturers (e.g., Holmatro, Genesis, Amkus, TNT, Res-Q-Jack, etc.), provided they meet or exceed the following minimum performance standards and are **NFPA 1936-compliant**:

### **3.1 Cutter – Battery-Powered**

- Model: Hurst S 799 E3
- Cutting Force: ~269,000 lbf (1,196 kN)
- Blade Opening: ~8.1 inches (206 mm)
- NFPA Rating: A9/B9/C9/D9/E9
- Weight: ~52.9 lbs (24 kg)
- Features: Removable battery, ergonomic rotating handle, LED lighting, IP54 rating

### **3.2 Spreader – Battery-Powered**

- Model: Hurst SP 777 M40 E3 Connect
- Spreading Distance: ~28.7 inches (728 mm)
- Spreading Force: Max 152,870 lbf (680 kN)
- NFPA Rating: **M40**
- Weight: ~50.7 lbs (23 kg)
- Features: Removable battery, ergonomic control handle, integrated lighting, IP54
- Includes: **Spreader chain kit**

### **3.3 Telescoping Ram – Battery-Powered (Qty: 1)**

- Model: Hurst R 522 E3
- Extended Length: ~53.5 inches
- Push Force: 1st Stage: 28,650 lbf; 2nd Stage: 13,039 lbf
- Weight: ~41.9 lbs
- Features: Dual-stage ram, LED lighting, removable battery, IP54

### **3.4 Compact Ram – Battery-Powered (Qty: 1)**

- Model: Hurst R 320 E3
- Extended Length: ~32.3 inches
- Closed Length: ~14.6 inches
- Push Force: ~28,000 lbf
- Weight: ~31 lbs
- Features: Compact profile for confined spaces, LED lighting, removable battery, IP54

### **3.5 Combination Tool (Spreader/Cutter)**

- Model: Hurst SC 757 E3
- Spreading Distance: ~15 inches (380 mm)
- Cutting Force: ~199,000 lbf (885 kN)
- NFPA Rating: A7/B8/C7/D8/E8
- Weight: ~43.7 lbs
- Features: Dual operation, LED lighting, rotating handle, IP54

### **3.6 Batteries & Chargers**

- Battery: Hurst eDraulic 3.0 Lithium-ion, 9 Ah
- Charge Time: ≤ 2 hours
- Quantity: Minimum 2 per tool
- 1 charger per tool set
- Cross-compatibility required

### **3.7 External Power Supply (Optional/Accessory)**

- Portable or fixed external power supply compatible with tools
- **Quantity: 2 external power supplies required**

### **3.8 Tool Mounting Brackets**

- Heavy-duty aluminum or powder-coated steel
- Quick-release mechanisms or cradle-style brackets
- Vehicle-compatible mounting systems

### **3.9 Training Requirements**

- **On-site training** at Houlton Fire Department
- Minimum 4 hours
- Topics: tool operation, safety, maintenance, hands-on scenarios

### **3.10 Warranty**

- Minimum 2-year warranty (preferred: 3–5 years parts & labor)
- Local/regional service provider must be identified

### **3.11 Recommended Accessories**

- Ram extensions
- Spreader chain kits
- Carry/storage bags
- Stabilization wedges
- Field maintenance kits

## **4. Proposal Requirements**

Proposals must include:

- Company name and contact details
- Detailed product descriptions/specs
- Completed **Appendix A – Pricing Response Sheet**
- Warranty & service documentation
- Estimated lead times
- References (minimum 3 fire/rescue departments with similar deployments)

## **5. Evaluation Criteria**

Proposals will be evaluated on:

- Compliance with specifications
- Warranty & service capabilities

- Vendor experience and references
- Delivery timeline

*Cost will be considered but no specific point weighting is assigned to price. The Department seeks the best overall value for operational readiness.*

## **6. Submission Instructions**

**Submit proposals in a sealed envelope or via email:**

Label: “RFP – Extrication Equipment – Houlton Fire Department”

Deliver to:

Houlton Fire Department

97 Military Street

Houlton, ME 04730

Attn: Chief Milton Cone

OR

Email: [chiefmjcone@houlton-maine.com](mailto:chiefmjcone@houlton-maine.com)

**Deadline:** June 20, 2025

**Late submissions will not be accepted.**

## **7. Questions and Clarifications**

Submit all questions in writing to:

**Chief Milton Cone**

Email: [chiefmjcone@houlton-maine.com](mailto:chiefmjcone@houlton-maine.com)

Deadline for questions: [June 18, 2025]

Responses will be shared with all known vendors.

## **8. Reservation of Rights**

The Department reserves the right to:

- Reject any/all proposals
- Waive informalities
- Accept the proposal deemed in the best interest of the Department





## 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

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### 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.



- Will the project use further funding to sustain it? If so, how will it be funded?

The Houlton Police Department will be using the funds to purchase the below listed items. This grant will support the purchase of aging patrol rifles needed to safeguard our officers, community and used by all members of the Houlton Police Department. These items will replace aging 1960's vintage surplus rifles which will enhance officer/community safety during challenging duties such as critical incidents and priority calls. Any future funds needed for sustainability will be the responsibility of the Houlton Police Department.

Use additional pages as required

Budget Summary			
	Federal	Match	Total
Personal Services	\$ 0.00	\$ 0.00	\$ 0.00
Travel	\$ 0.00	\$ 0.00	\$ 0.00
Equipment	\$ 7596.00	\$ 0.00	\$ 7596.00
Consultant	\$ 0.00	\$ 0.00	\$ 0.00
Other	\$ 0.00	\$ 0.00	\$ 0.00
Totals	\$ 0.00	\$ 0.00	\$ 7596.00
Note: Amounts are calculated values from Budget Worksheets			



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



**To: Town Manager and Town Council**

**From: Serenna Fitzpatrick, JMCC Supervisor**

**Date: July 9, 2025**

**RE: Request to accept donation**

**Request to accept a donation from Gill's Point S (formerly Hogan Tire) and Nokian Tyres for the purpose of replacing studded tires on the Olympia for the upcoming season.**

**Please accept this much needed donation to improve the functioning of the Olympia for on ice resurfacing.**

**John A. Millar Civic Center is very grateful for the donation and we thank Mr. Hawkes, Manager at Gill's Point One (formerly Hogan Tire) and Nokian Tyres for this generous donation and for their continued support to the growth and development of our youth and our facility.**



## Houlton Parks and Recreation Department

128 Main Street, Houlton, ME 04730  
Phone: (207) 532-1310 Fax: (207) 532-1311  
rec.director@houlton-maine.com



Owen Gallop, Director

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**To:** Town Manager and Town Council

**From:** Owen Gallop, Parks and Recreation Director

**RE:** Request to accept donation

Request to accept a donation of \$100 for the Marie Carmichael Scholarship Fund from Paula Woodworth.

- Please accept this donation from Paula Woodworth to be put towards the Marie Carmichael Scholarship Fund. This fund is used for families with unusual financial circumstances to help offset the costs of programs so all kids have the opportunity to participate. We are very fortunate for this scholarship fund and thank all the donors who have contributed towards this.

Our department is very appreciative of this donation, and we thank the businesses and individuals who continue to support our ongoing efforts to provide recreation for our community.



June 25, 2025

Mr. Cameron Clark  
Town Manager  
Town of Houlton  
21 Water Street  
Houlton, ME 04730  
town.manager@houlton-maine.com

**RE: GATEWAY CROSSING PEDESTRIAN BRIDGE, HOULTON, MAINE  
ENGINEERING SERVICES PROPOSAL - REVISED  
CONDITION OF THE BRIDGE**

Dear Mr. Clark:

James W. Sewall Company (Sewall) is pleased to submit this revised proposal to the town of Houlton (Town) for engineering services to perform an investigation regarding the condition of the Gateway Crossing Pedestrian Bridge. Please disregard the previous proposal submitted to Mr. Jeremy Smith on July 10, 2024.

**PROJECT UNDERSTANDING**

We understand that the Town is requesting a review of the condition of the bridge, with specific attention to the primary arches of the superstructure. The request stems from visual observations in February of 2024 by Sewall, Ben Torres (Code Enforcement Officer), and Tim DeLuca (Interim Town Manager) that the caulking around the thru-rod plates of the metal cap flashing (believed to have been installed in 2015) was not repaired as noted in Sewall's 2019 inspection; the lack of caulking at these penetrations was apparently allowing snow melt and precipitation to actively infiltrate the top of the arch, potentially exacerbating the delamination of the arches that the metal cap flashing was to protect.

We have reached out to HEB Engineers, Inc., the structural engineers for the original bridge design, to assist us in performing the work described below.

**PROJECT SCOPE**

With our subconsultants, HEB Engineers, Inc., we will perform the following:

1. Review existing bridge plans, inspection reports, and other documentation
2. Attend one (1) site visit to perform a walk-through site observation of the bridge
  - a. Assess the existing bridge structure
  - b. Perform resistance tests in isolated locations on the primary arches using a wood testing drill to determine the relative quality of the wood by depth
3. Prepare a Bridge Assessment Letter Report that will detail the current condition of the bridge and make general recommendations.

Please note that:

- No material samples will be taken, and no laboratory testing will be completed.



- The Owner will provide safe access for Sewall/HEB to observe the superstructure, which is likely to include scaffolding, ladders, or lifts. The extent of our findings will be limited by the access provided.
- The Owner will coordinate the removal of the isolated locations of the metal flashing on the arches for our observation. Our findings will be limited by the extent of the flashing removal.
- If additional demolition is required to view the structure, it will be performed by others with approval from the Owner.
- Design of repairs, if necessary, are not included in this scope.

### SCHEDULE

We are prepared to initiate the project within two weeks of receipt of written authorization. At present, we anticipate assessment completion and report submission by September of 2025. This schedule may be amended in writing as needed.

### COMPENSATION

Our fee to perform the scope as described above is **\$24,900**.

We consider this proposal to be flexible and would be pleased to discuss its elements with you in detail to make certain the proposed services truly address your needs. The services will be provided in accordance with this proposal and the attached Standard Conditions of Agreement, which, in combination with this letter constitutes our Agreement for Engineering Services. Additional Engineering Services beyond the scope listed in this proposal are available upon request.

Please review this letter and the related documents. If this proposal is acceptable and accurately reflects your understanding of the project, sign and return one original to us at your earliest convenience by email.

If you have any questions, please do not hesitate to contact this office. Thank you for considering Sewall for this project; we look forward to working with you.

Sincerely,  
James W. Sewall Company

Janine S. Murchison, PE  
Project Manager

Scope of Work accepted by:

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

Enclosures: Standard Conditions of Agreement  
cc: Ben Torres, Code Enforcement Officer  
code.enforcement@houlton-maine.com

232.24.02

# Standard Conditions of Agreement

## **RIGHT-OF-ENTRY**

Unless otherwise agreed, Client will obtain and furnish right-of-entry on the land on which Project is to be sited, and on any adjacent land for which limited right-of-entry may be needed such as for reference measurements, drainage analysis or similar valid Project purposes. While Engineer will take all reasonable precautions to minimize damage to any property entered upon in pursuit of Project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Engineer is required to restore the land to its former condition, this will be accomplished, and the cost will be added to Engineer's fee.

## **STANDARD OF CARE**

Services performed by Engineer under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

## **OWNERSHIP OF DOCUMENTS & EQUIPMENT**

All documents, including drawings, estimates, analyses, specifications, reports, field notes, computer hardware, software and other capital items acquired for the project, computer tapes/disks or other media, and data of every kind prepared or developed by the Engineer, are and shall remain the property of Engineer as instruments of service. Copies of such documents as are specifically described in the Agreement Scope will be furnished to Client in the quantities stipulated including, on behalf of Client, furnishing copies thereof to other parties for valid Project purposes. Copies of Project documents not specifically described in the Agreement Scope will be furnished to Client upon request, at cost of reproduction, to the extent such documents are necessary for valid Project-related purposes.

Client agrees that all documents furnished hereunder are solely for use in this Project and are not intended for use in other work of similar nature or for extensions of this Project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer, or to Engineer's independent consultants and subcontractors, and Client shall indemnify and hold harmless Engineer and his associates from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

Client further agrees that all plans, specifications, reports, and other instruments of service furnished to Client, or his agents, for which payment to Engineer is not made will be returned upon demand and will not be used by Client for any purpose whatsoever.

All original data, plans and documents furnished by Client to Engineer shall be returned to Client when so requested. In this event, Engineer shall be permitted to make copies of such documents as may be necessary for Project record purposes.

## **INSURANCE**

Engineer is protected against most risks of liability exposure by Workmen's Compensation and General Liability Insurance in amounts Engineer deems to be adequate. Certificates of all such insurance will be furnished to Client upon written request. Within the limits and conditions of such insurance, Engineer agrees



to indemnify and save Client harmless from and against loss, damage or liability arising from any negligent acts by Engineer, its agents and employees, and Engineer agrees to require similar insurance coverage by any independent consultants or subcontractors engaged by Engineer. Engineer shall not be responsible for any loss, damage, or liability beyond the amounts, limits, and conditions of such insurance. Engineer shall not be responsible for any loss, damage, or liability arising from negligent acts by Client, its staff, agents, and other consultants engaged by it.

#### **PROFESSIONAL LIABILITY**

Engineer's liability for damages due to professional negligent acts, errors or omissions shall be limited to \$50,000 or Engineer's fee, whichever is greater, in the aggregate to Client, Owner, and all construction contractors and subcontractors on the Project.

#### **CLAIMS AGAINST ENGINEER**

Client acknowledges that Engineer is a corporation and agrees that any claim made by Client arising out of any act or omission by any officer or employee of Engineer shall be made against Engineer and not against such officer or employee.

#### **PAYMENTS TO ENGINEER**

Engineer will submit invoices for progress payments at monthly or such other intervals as may be stipulated in the Agreement. Invoices will be sent by e-mail unless otherwise requested. Payment via ACH or wire transfer is preferred. A late payment fee of 1 1/2% per month will be assessed on unpaid invoices beginning 30 days after invoice date. In event any such invoice remains unpaid after 30 days from invoice date, Engineer will further be entitled to suspend work until payment is received and such suspension shall not be deemed to constitute abrogation of the Agreement or grounds for claims of loss, damage, or other liability due to delay.

In the event payments are not received within 120 days after invoice date, Engineer shall be entitled to take any reasonable action or actions, including bringing suit to enforce payment, and shall additionally be entitled to recover all reasonable costs, including attorney's fees, incurred thereby.

#### **ARBITRATION**

With the exception of actions to recover payment as described in the preceding section, any and all claims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof which is not disposed of by mutual agreement of the parties hereto shall be submitted to arbitration conducted and governed by the rules of the American Arbitration Association applicable to the Construction Industry in effect at the time of the execution of this Agreement. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Should a Demand for Arbitration be submitted by any party to this Agreement, all parties shall have full right of discovery of books, documents, or other tangible things to the extent permitted by the Maine Rules of Civil Procedures.

## **ASSIGNS**

Neither Client nor Engineer may delegate, assign, sublet or transfer its duties or interest in this Agreement without written consent of the other party.

## **TERMINATION**

This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than 10 calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination.

If termination is effected by Client, an equitable adjustment in the price provided for in this Agreement shall be made, which shall include a reasonable profit for services or other work performed. The equitable adjustment of any termination shall provide for payment to Engineer for services rendered and expenses incurred prior to termination, in addition to termination settlement costs reasonably incurred by Engineer relating to commitments which had become firm prior to the termination.

Upon termination Client may take over the work and prosecute same to completion by agreement with another party or otherwise. Any work taken over by Client for completion will be completed at Client's risk, and Client will hold harmless Engineer from all claims and damages arising out of improper use of Engineer's work.