

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 August 22, 2025
8:00 AM

I. New Business

A. (S080225-1) The Town of Houlton ordains the transfer of up to \$70,000 from the Undesignated Fund Balance for emergency repairs to the sprinkler system at the Civic Center. The Civic Center is closed to the public until this is resolved. The Town Manager certifies that this is in the best interest of the Town. (This is an emergency appropriation and will take effect immediately upon approval)

B. (S080225-2) Council authorizes the Town Manager to waive the bid process to allow Sprinkler Systems Inc. powered by Encore to continue with the inspection and emergency repairs to the sprinkler system at the Civic Center.

V. Adjournment



Copy of Quote #142,100.00
#1/2
Quotes to repair deficiencies

From

Sprinkler Systems Inc.

2-4 Avon Street
Lewiston ME 04240

<http://www.sprinklersystemsinc.com/>

If you have any questions or
concerns please reach us at
Service@Sprinklersystemsinc.com

Quote No. 2168560

Quote For Houlton Recreation

Type Repair
Prepared By Scott Madore
Created On 08/06/2025
Valid Until 08/31/2025

Houlton Millar Civic Center
94 Randall Ave
Houlton ME 04730-2408
532-1313

Description of Work

We found the pipe on system to contain mud, silt and scale. Please find the below information in Annex D from NFPA 25. This annex is intended for information purposes only:

D.1 For effective control and extinguishment of fire, automatic sprinklers should receive an unobstructed flow of water. Although the overall performance record of automatic sprinklers has been very satisfactory, there have been numerous instances of impaired efficiency because sprinkler piping or sprinklers were plugged with pipe scale, corrosion products, including those produced by microbiologically influenced corrosion, mud, stones, or other foreign material. If the first sprinklers to open in a fire are plugged, the fire in that area cannot be extinguished or controlled by prewetting of adjacent combustibles. In such a situation, the fire can grow to an uncontrollable size, resulting in greater fire damage and excessive sprinkler operation and even threatening the structural integrity of the building, depending on the number of plugged sprinklers and fire severity. Keeping the inside of sprinkler system piping free of scale, silt, or other obstructing material is an integral part of an effective loss prevention program.

D.2 Obstruction Sources.

D.2.1 Pipe Scale. Loss studies have shown that dry pipe sprinkler systems are involved in the majority of obstructed sprinkler fire losses. Pipe scale was found to be the most frequent obstructing material (it is likely that some of the scale was composed of corrosion products, including those produced by microbiologically influenced corrosion). Dry pipe systems that have been maintained wet and then dry alternately over a period of years are particularly susceptible to the accumulation of scale. Also, in systems that are continuously dry, condensation of moisture in the air supply can result in the formation of a hard scale, microbiological materials, and corrosion products along the bottom of

the piping. When sprinklers open, the scale is broken loose and carried along the pipe, plugging some of the sprinklers or forming obstructions at the fittings.

The system is in need of flushing to remove the potential obstructions; however, flushing can only take place during warm months. To flush the system water needs to be added to the dry system which has pipes in unheated areas. Due to the potential for freezing pipes, flushing cannot be performed during months where below 32-degree temperatures are a factor. This issue cannot be addressed during freezing temperatures.

Please notify the owners, occupants, renters, your insurance carrier and local authorities having jurisdiction as soon as possible regarding the current state of the sprinkler system. Sprinkler Systems Inc. cannot be held responsible for any damages to life or property that you may incur due to the current condition of the sprinkler system.

Please note that flushing will not stop or reverse the degradation of pipe, cycle of corrosion or build-up within the system which may continue or resume after flushing has been completed. Further, flushing does not identify or mitigate the source of the obstructing materials such as microbiologically influenced corrosion if that is occurring, it only attempts to clear the obstructing materials from the system.

Please find the following budget pricing for your consideration:

Flushing – (1) Dry System

- Add valves, flow switch, convert system to wet
- Fill system with water and let soak for a period of time
- Flush Mains & Lines
- Billing would be on a T&M basis, passing along savings.
- Flushing to be completed during normal business hours
- Work to be completed during warm weather

Pricing based on flushing completion with 2 men 3 Weeks. Pricing based off of normal business hours. Additional time needed due to unforeseen circumstances may require adjustment to budget quote.

Price excludes repairs to leaking pipe if found, changing any pipe that cannot be cleaned by normal flushing procedures, changing sprinkler heads, ceiling removal and reinstallation if necessary, insulation removal, structural demolition, sheetrock repair, or grooved/threaded fittings replacement. Pricing excludes draining low points or auxiliary drains thereafter. Pricing excludes checking or addressing pitch of existing piping. Repairs to leaking pipes and fittings will be billed at an additional fee on a time and materials basis. Pricing excludes solutions to prevent the corrosion or build-up from reoccurring after flushing has been completed. Pricing excludes checking the sprinkler pipe wall thickness or replacement of pipe. Pricing excludes identification or mitigation of the source of the obstructing materials such as microbiologically influenced corrosion, it only attempts to clear the obstructing materials from the system. Price excludes lift if applicable

Please note there is the possibility for water damage due to leaking pipe, deteriorated pipe or improperly pitched piping. SSI assumes no responsibility for any damages that you may incur due to unforeseen pipe leaks or improperly pitched piping.

Please sign and return a copy of this letter as authorization to proceed with flushing. Our flushing schedule is on a first come first serve basis with schedule placement being held only after the quotation is signed and returned! The attached terms and conditions are a part of this quote.

Services to be completed

Sprinkler

Flush system

Estimated Completion: 08/01/2025 to 08/31/2025

GRAND TOTAL \$42,100.00

Terms and Conditions

Upon acceptance, Encore Fire Protection and/or any of its affiliates will perform work and/or furnish materials for the install, repair, or other modification to your fire protection system at the above noted property as referenced in this contract. This is a notice that Encore Fire Protection and/or any of its related affiliates who provide labor and/or materials for the install, repair, or other modification to your fire protection system for the scope of work referenced in this contract with the above-signed, may file a mechanic's lien on the property referenced above in the event of nonpayment by you to Encore Fire Protection and/or any of its affiliates.

At Encore, our mission is providing the best possible experience for our customers. With the recent increases in material costs across the global market, we have established a 7-day approval period for all proposals that include materials. After the initial 7-day period, Encore reserves the right to adjust the proposal to reflect any applicable material increases. This will serve to help us ensure you get an accurate and timely proposal without any delay in service while keeping your systems operating properly and in compliance.

Pricing Adjustments Due to External Factors

We strive to maintain stable pricing; however, our prices are subject to change due to unforeseen external factors beyond our control. These may include, but are not limited to, government-imposed tariffs, changes in import/export duties, significant supply chain disruptions, or other material adverse events.

In the event such circumstances lead to increased costs, we reserve the right to adjust pricing accordingly.

Customer also agrees to Encore General Terms and Conditions located at the

URL:[<https://offers.encorefireprotection.com/888bd369acbd9c33f359d8f731555fd9>]

(<https://offers.encorefireprotection.com/888bd369acbd9c33f359d8f731555fd9>

"<https://offers.encorefireprotection.com/888bd369acbd9c33f359d8f731555fd9>")

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____ Date: _____

Signature: _____



Copy of Quote # 18435 -
From Sprinkler Systems Inc.
#2/2 Quots
to Complete
deficiencies Repairs
2-4 Avon Street
Lewiston ME 04240
<http://www.sprinklersystemsinc.com/>
If you have any questions or
concerns please reach us at
Service@Sprinklersystemsinc.com

Quote No. 2168151

Type Repair
Prepared By Scott Madore
Created On 08/05/2025
Valid Until 08/31/2025

Quote For

Houlton Recreation
Houlton Millar Civic Center
94 Randall Ave
Houlton ME 04730-2408
532-1313

Description of Work

Dear, Serena

SSI is please to present this proposal for the pipe that is leaking causing us to shut system off this must be repaired to get system back on line

Sprinkler pipe will be black steel, installed above ceilings where adequate space is available, and exposed in all other areas.

For the NFPA 25 code deficiencies noted during your recent sprinkler inspection. These repairs are critical to maintaining systems in good working order, as well as keeping compliance with NFPA, the State Fire Marshal's office and Local AHJ

We have included the following with this proposal:

- Drain and refill of the system each work shift.
- Sales Tax, Insurance
- Work to be performed during regular working hours (7.00am-4:00pm)

We have excluded the following from this proposal:

- Seismic bracing,
- Electrical,
- Painting, Patching if applicable.
- Price Excludes insulation work of any kind.
- Overtime, Double-time and Holiday, fire watch,
- Design drawings, permitting, and any work found to be outside the scope of this proposal.

Scott Madore

Sprinkler Systems, Inc
P.O. Box 1285, 2-4 Avon Street
Lewiston, Maine 04243-1285
Ph: 207-782-0104
Fax: 207-318-9992

Services to be completed

Sprinkler

replace main that has many leaks.

Estimated Completion: 08/01/2025 to 08/31/2025

Terms and Conditions

1. **Scope of Undertaking.** Contractor will perform the services described on the front of this Customer Work Order (the Work). No other services are included. The amount payable to the Customer for the Work is based solely upon the value of the services performed and is unrelated to the value of the Customer's property and/or the property of others located in/on the premises. Customer makes no guaranty or Warranty that equipment or services supplied by Contractor will detect or avert occurrences or the consequences there from that the equipment or services are designed to detect or avert.
2. **Equipment Disconnections.** Customer is on notice that the system(s)/device(s) listed on the face of this Customer Work Order will be temporarily or permanently disconnected and no longer in service and thus, cannot detect, perform and/or report occurrences or transmit signals.
3. **Existing System.** Where new work is connected to an existing system, any deficiencies detected in the existing system during testing or charging of the system are the responsibility of the Customer and are not covered by any warranties that may be applicable to the Work. Customer releases Contractor from any and all claims regarding the existing system and any damage or injury caused by or to the existing system.
4. **Liquidated Damages.** It is impractical and extremely difficult to fix the actual damages, if any, that may proximately result from failure on the part of Contractor to perform any of its obligations under this Customer Work Order. Accordingly, Customer agrees that, Contractor shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, concerning any repair of the system. Should Contractor be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Contractor's liability shall be limited to the lesser of \$1,500. or an amount equal to the Customer Work Order price. Where multiple sites are covered by one Customer Work Order, liability will be limited to the amount allocable to the site where the incident occurred, subject to the preceding sentence. As a condition precedent to any claim or lawsuit against Contractor, all outstanding invoices must have been paid in full when due, without compromise on amounts owed.
5. **Actions by others.** In no event shall Contractor be liable for any damage, loss, injury, or any other claim arising from any servicing, alterations, modifications, changes or movements of the covered system(s) or any of its component parts by the Customer or any third party.
6. **Waiver of Subrogation.** The Contractor is not an insurer against loss or damage. Sufficient insurance shall be obtained by Customer to cover the premises (and property therein) where the work will be performed. Customer agrees to rely exclusively on Customer's insurance to recover for injuries or damage in the event of any loss, damage or injury to the premises or property therein. Customer, for itself and all others claiming by or through it under this Agreement, releases and discharges Contractor from and against all damages covered by Customer's insurance, it being expressly agreed and understood that no insurance company, insurer or other entity/individual will have any right of subrogation against Contractor.
7. **Incidental/Consequential Damages.** Contractor shall not be liable for indirect, incidental or consequential damages of any kind, including but not limited to damages arising from the use, loss of use, performance, or failure of the covered system(s) to perform.
8. **LIMITED WARRANTY.** CONTRACTOR WARRANTS THAT ITS WORKMANSHIP AND MATERIAL (the Work) FURNISHED UNDER THIS CUSTOMER WORK ORDER WILL BE FREE FROM DEFECTS FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE SAID WORK IS COMPLETED. CONTRACTOR AGREES TO REPAIR OR REPLACE THE WORK PROVIDED THE WORK HAS NOT FAILED DUE TO CIRCUMSTANCES UNRELATED TO THE MATERIALS OR WORKMANSHIP FURNISHED BY CONTRACTOR. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPLIED HEREUNDER.
9. **Indemnity.** Customer agrees to indemnify, hold harmless and defend Contractor, to the fullest extent permitted by law, against any and all losses, damages, costs, including expert fees and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Contractor of the existence of said hazardous conditions, arising in any way from performance of the Work or the Work whether caused in whole or in part by the Customer, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence) strict liability or otherwise. Contractor reserves the right to select counsel to represent it in any such action.
10. **Water Supply.** Contractor makes no claims and/or representations as to the presence currently or in the future of corrosion inducing matter, i.e. microbiological organisms, contained within the water supply. Contractor recommends that the water supply be tested and, as needed, treated. Testing and treatment of the water supply and costs associated therewith are the sole responsibility of Customer. Any such testing must be pursuant to a separate written agreement.
11. **Affiliates.** The terms and conditions set forth in this Customer Work Order shall inure to the benefit of all parents, subsidiaries and affiliates of Contractor, whether direct or indirect, Contractor's employees, agents, officers and directors.

Pricing Adjustments Due to External Factors

We strive to maintain stable pricing; however, our prices are subject to change due to unforeseen external factors beyond our control. These may

include, but are not limited to, government-imposed tariffs, changes in import/export duties, significant supply chain disruptions, or other material adverse events.

In the event such circumstances lead to increased costs, we reserve the right to adjust pricing accordingly.

By my signature below, I authorize work to begin and agree to pay the Grand Total according to the terms and conditions of this agreement.

Name: _____

Signature: _____

Date: _____



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: August 18, 2025

RE: Funds for Sprinkler System Failure Repair up to \$70,000.

Request to waive bid process and to release funds to repair sprinkler system by Encore Fire Protection, formerly known as Sprinkler Systems Inspection Company.

Funds requested include the repair of the pipe and fittings that failed during 5-year internal inspection in the amount of \$18,435. In order to complete the sprinkler inspection, the system will need to be converted into a wet system and flushed in its entirety. This is a lengthy process and will require up to 3 weeks and 2 service technicians. The amount of this is \$42,100. This does not include any large repairs that may come up during the inspection. However, these are budget numbers, and they may not need the full 3 weeks, giving us funds toward contingency purposes.

The company has scheduled us to start on Monday August 25th, pending approval. Without approval the facility will not be able to open for the ice season. October is full of on-ice activities already. Once the compressors are turned on the flushing of the system is not applicable as the building would need to be above 40 degrees to complete.

I thank you all for your hard work and your dedication to our beautiful town and to the John A. Millar Civic Center.

Kindly,

Serenna Fitzpatrick

Civic Center

Expenses	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025 to date
105-77 Arena Concessions						
Personal Services \$	2,298.06 \$	1,221.76 \$	3,220.69 \$	3,130.42 \$	5,943.01 \$	8,719.77
Supplies \$	3,832.08 \$	2,699.08 \$	6,798.71 \$	2,789.32 \$	12,113.18 \$	13,882.99
Subtotal \$	6,130.14 \$	3,920.84 \$	10,019.40 \$	5,919.74 \$	18,056.19 \$	22,602.76
105-78 Arena						
Personal Services \$	46,349.64 \$	49,674.99 \$	58,978.57 \$	69,469.19 \$	62,438.08 \$	48,371.83
Contractual Services \$	39,941.46 \$	13,590.24 \$	30,345.18 \$	34,501.51 \$	51,844.65 \$	33,800.74
Supplies \$	13,919.15 \$	16,019.87 \$	24,236.68 \$	26,999.89 \$	28,908.94 \$	7,273.18
Expenses \$	299.00 \$	171.80 \$	1,892.91 \$	1,317.94 \$	2,742.93 \$	1,241.75
Phone \$	2,036.16 \$	2,756.21 \$	2,457.18 \$	2,516.62 \$	4,146.11 \$	3,114.87
Utilities \$	60,497.52 \$	63,700.69 \$	67,382.52 \$	65,678.36 \$	82,628.04 \$	52,612.13
Equipment \$	- \$	111.44 \$	515.11 \$	- \$	326.47 \$	61.02
Subtotal \$	163,042.93 \$	146,025.24 \$	185,808.15 \$	200,483.51 \$	233,035.22 \$	146,475.52
Expense Totals \$	169,173.07 \$	149,946.08 \$	195,827.55 \$	206,403.25 \$	251,091.41 \$	169,078.28

Revenues

178-78 Arena Revenues	\$ 33,729.00	\$ 50,858.25	\$ 104,682.35	\$ 77,733.25	\$ 107,054.25	\$ 69,414.19
Revenues less Expenses	(\$135,444.07)	(\$99,087.83)	(\$91,145.20)	(\$128,670.00)	(\$144,037.16)	(\$99,664.09)