

# AGENDA

for a regular meeting of the Pittsfield Town Council, to be held on *Tuesday, March 07, 2023* at 6:30 pm in the Council Chambers at the Pittsfield Municipal Building at 112 Somerset Avenue and by teleconferencing technology. Directions to join the meeting by teleconferencing are available at the end of the agenda.

**1. OPEN MEETING/PLEDGE OF ALLEGIANCE, FOLLOWED BY A MOMENT OF SILENCE:**

**2. ADOPTION OF MINUTES OF:**  
Regular Meeting held on February 21, 2023

**3. PRESENTATIONS, CONGRATULATIONS AND INTRODUCTIONS:**

A. Community and Economic Development Activities and Events

1. Projects and Grants:

A. Planning Partnership Initiative Program Update (Main Street Project)

**4. PUBLIC HEARINGS:**

**5. REPORTS:**

A. Council Committees: Finance and Ordinance

B. Board/Committee Updates by Town Councilors and Manager: Planning, Parks and Recreation and Recycling

C. Town Manager's Report

**6. OLD BUSINESS:**

**RESOLUTION 23-13:** (Tabled to 03/07/2023) Resolved that the Town Council authorize the Town Manager to execute a Listing Agreement with Allied Realty of Skowhegan for the Pittsfield Community Theatre to continue the relationship with the brokers Heather Blodgett & Aaron Bolster with a listing price of \$\_\_\_\_\_.

**7. NEW BUSINESS:**

**ORDINANCE 23-02:** (Set to Public Hearing on 03/21/2023) The Town of Pittsfield hereby ordains to repeal Chapter 2. Administrative Code, Division 1, Article 1, Section 110. Remote Participation Procedures.

**RESOLUTION 23-22:** Resolved that the Town Council re-allocate funding of up to \$9,000 originally approved for Celebration items from the funding available in the Special Revenue – Bicentennial Account toward the cost of an electronic display sign for town-related announcements.

**RESOLUTION 23-23:** Resolved that the Town Council appoint members to fill the vacancies on the various Town Boards and Committees.

**8. DISCUSSION ITEMS: N/A**

**9. REPORTS:** Audience, Council

**10. EXECUTIVE SESSION:**

A. For the Town Council Members To Enter into an Executive Committee pursuant to 1 M.R.S.A. Section 405(6)(A) to discuss the assignment and duties of an employee.

**11. ADJOURNMENT:**

Join Zoom Meeting

<https://us02web.zoom.us/j/89388747869?pwd=VlxDSXR3aVZucVptZERtYmhhSDY0dz09>

Meeting ID: 893 8874 7869

Passcode: 923694

One tap mobile

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Dial by your location

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+1 312 626 6799 US (Chicago)

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+1 301 715 8592 US (Washington DC)

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

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+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

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Meeting ID: 893 8874 7869

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# MINUTES

for a regular meeting of the Pittsfield Town Council, held on *Tuesday, February 21, 2023* at 6:30 pm in the Council Chambers at the Pittsfield Municipal Building at 112 Somerset Avenue and by teleconferencing technology.

Councilors Present: Mayor Michael Cianchette; Deputy Mayor Howard Margolskee; Councilor Brent Frost; Councilor Jason Hall; Councilor Eric Saucier; Councilor Ronald Jester; and Councilor Heather Donahue.

Councilors Present by ZOOM: None

Councilors Absent: None

Also Present: Town Manager Kathryn Ruth; Public Works Director Don Chute; Ben Hall, Recreation and Parks Committee Chairperson; Robert Steeves and Michael Steeves from Steeves Property Maintenance; Ann Duncombe from the Bijou Theatre and Enrichment Center; Brenda Kelly and Leslie Horton from Harris; Kaitlyn Budion from the Morning Sentinel and others.

Also Present by ZOOM: N/A

## **1. OPEN MEETING/PLEDGE OF ALLEGIANCE, FOLLOWED BY A MOMENT OF SILENCE:**

Mayor Cianchette opened the meeting of the Council by leading the Pledge of Allegiance. The Council observed a Moment of Silence.

## **2. ADOPTION OF MINUTES OF: Regular Meeting held on February 07, 2023**

**Moved** by Deputy Mayor Margolskee and seconded by Councilor Hall to adopt the Minutes of the Regular Meeting held on February 07, 2023.

Motion passed with all votes in favor.

**VOTE: UNANIMOUS AYE**

## **3. PRESENTATIONS, CONGRATULATIONS AND INTRODUCTIONS:**

### **A. Community and Economic Development Activities and Events**

#### **1. Projects and Grants:**

##### **A. Planning Partnership Initiative Program Update (Main Street Project)**

#### **A. Planning Partnership Initiative Program Update:**

The Town Manager updated the Town Council on the steps that had taken place since the last meeting and advised that the MaineDOT has approved the scope of services and increased the grant offer to the Town. The Town has received the state agreement for the PPI Program for Main Street as well as the contract for the work from the consultant Gorrill Palmer. The Town Manager asked the Consultant for available dates for the company to present the project steps to the Committee and to begin working on the project. Now that we have received the agreements, we can contract for that work under the Charter. The intent is to have everyone on the team - the State of MaineDOT representative, the Kennebec Valley Council of Governments Planner and the Committee have their first meeting on a date/time that everyone can attend. We will be in contact this week to see if everyone can attend on one of the dates provided by the Consultant.

At this time, the Mayor introduced representatives from TRIO, Brenda Kelly and Leslie Horton who were in attendance to discuss the issues that the Town was having with the financial software. The Mayor, several Councilors and Town Manager noted that they did not know that TRIO was coming this evening. The Town Manager advised that if she had known that TRIO was attending that she would have put this item on the agenda so that people would know about it, invited the staff and prepared a summary of issues. She and the staff have an administrative meeting with TRIO representatives scheduled for this week in the office to address these items and she is surprised to see that TRIO is at the Council meeting to discuss the items.

Brenda Kelly thanked the Council for their invitation. She introduced Leslie as the person that the Town should be communicating with. Brenda provided background on the company, their products and their training opportunities. Ms. Kelly advised that she was never contacted about these issues and did not know about them. The Town Manager advised that the tax collection program malfunctions started in August right after the conversion and were reported repeatedly to TRIO through the proper protocol. There were issues with several programs. She noted that temporary fixes would take place and then in most cases the issues would come back. Items had been escalated but not yet resolved. Brenda stated that since the Web upgrade that no one called to make them aware that there were any issues. The Town Manager advised that there were many calls and tickets from August 2022 after the conversion. Ms. Ruth advised that a number of times the staff had called in and were on hold for so long that the calls got disconnected. Brenda would like to know more about why the Town Manager and the staff were spending so much time working on TRIO and advised that training was needed. This led to a lengthy discussion about their training program. Brenda explained in response to a question that the company provides 1 to several days of training when the Towns obtain programs. The Town Manager advised that the first training that the Town received for the new programming was very short and not very good. The Town requested another training. The second time that they had the hour long training it was very good touching on program upgrades. She advised that she was here when the programs were added on for TRIO and the Town was not offered a day to several days of training. A lengthy discussion then incurred about the training, availability and costs. There were many questions about the training, its cost and what it covered. TRIO representatives and the Town expressed an interest in working together to resolve the issues.

#### **4. PUBLIC HEARINGS:**

#### **5. REPORTS:**

- A. Council Committees: Finance, Ordinance and Recycling
- B. Board/Committee Updates by Town Councilors and Manager: Planning; Parks and Recreation; and Recycling
- C. Town Manager's Report  
Meeting on Ideas for next budget: Expansion of Recreation Program

A. Finance Committee – Councilor Hall said he needs to check with Eric and Craig but would like to meet next Tuesday evening.

Ordinance Committee – No Report; and

Recycling Committee – The Town Manager reported that there will be a focus on having a video on how to recycle and the master recycling handout updated with new developments.

B. Board/Committee Updates by Town Councilors and Manager

The Town Manager reported that the Planning Board received their Freedom of Access training at their February 13, 2023 meeting. As everyone could not attend due to a death in the family and vacation plans, the group decided to hold elections at their next regularly scheduled meeting.

C. Town Manager's Report

**TOWN MANAGER'S REPORT FOR 02/21/2023:**

Tax Lien Foreclosures, General Assistance requests, grant paperwork and other requests for assistance have been prominent since the last TM Report.

1. Planning Partnership Initiative Program: The contract with MaineDOT for the PPI Program was signed and sent back to the State. We then received an on-line Document to sign for the Contract which was sent back. I was then advised that the electronic contract was not received so I am sending it again. We also received the contract from the new Consultant Gorrill Palmer based upon the MaineDOT contract requirements. Now that we have the contracts authorizing work, we are in the process of scheduling a session to meet State, regional and Consultant schedules as well as the Committee.

2. Code Enforcement – Abandoned Building Statute: Al Tempesta has not yet returned from medical leave so we have asked for the document to be signed by PDF. Alternate Code Enforcement Officer Travis Gould has advised that except his scheduled vacation, he is available to cover the Town as long as we need.

3. Financial System: After compiling all of the background on the tickets and other issues called into Harris since the data conversion to the Windows Platform and making up a master list, I placed everything I had brought to the last several meetings in a box for easy access and/or review. The Town Clerk and I have a meeting with Harris scheduled this week to review the outstanding issues. After filing multiple written tickets requesting assistance, we have been advised that completion dates for items in development which affect taxes, water/sewer and budgetary, will be available.

4. Foreclosures: Twenty eight (28) foreclosure notices for 2020 Taxes were sent. As of today, the Town has acquired by automatic tax lien foreclosure five (5) properties on paper to include vacant land, a mobile home on a rented lot and a building. When people did not sign their certified letters, signed their certified letters and did not come in and/or one letter was not deliverable, we searched the Town's records, white pages and other records on-line to locate telephone numbers and/or addresses. This was an additional step beyond making regular phone calls to remind people. The additional work did allow for contact with a number of people so that they could pay their tax liens off. Unfortunately, several people/entities did not come in or call. A list had been attached to the TM Report the Councilors received.

5. Bar Harbor Bank and Trust Accounts: The bank has proposed revising two of our commercial accounts for the Town to receive a higher interest rate. The bank is working on the paperwork.

6. Credit Card: After completing the paperwork for the Community Card Program, I met with the bank. I was advised I can have two separate cards I would be responsible for, however, I need to produce documents that we do not have in our possession and have never seen here. I have acquired another document that should be as good as the ones on the list from the company.

7. Open Position Recruitment:

A. Police Officers: All F/T Positions are filled. The last Police Officer will not start this week but will start on 01/27/2023. He will be new to the profession so he will need to have a full training period as well

as go to the Academy. The Police Chief provided an introduction. The new hire was very interested and pleased to be selected.

B. F/T Code Enforcement Officer – New position. Little interest so far. I am going to ask Al Tempesta, who is on leave, if it would be permissible to send the position out on the list serve that he participates in.

C. Administrative Assistant – Started advertising after the 01/17/2023 meeting given our workload.

D. P/T Help in the Office – Trying again, however, no one has been interested as there are no benefits.

8. Animal Control Officer: The new Animal Control Officer (ACO) Russell Craft has started work. I met him last week during an evening visit and found him to be very personable.

9. Water Leak: The leak that has a large area of water along Madawaska Avenue in the ditch/ property along the road is being monitored by Olver Associates. The company was waiting for better weather to address it. They believe it is a service line, however, may need to dig to verify.

10. Roof Repairs: The roofing company had to come back to repair more leaks in the Theatre Roof. To date, a bill has not been received although we have asked several times so that we can keep up to date on the costs being incurred.

11. MaineDOT Work: The Town has received notification of a Pavement Preservation Project on the Interstate I-95 South Bound. This project will be in the Towns of Fairfield to Pittsfield. Competitive bids will be advertised in 2023 with construction projected to start in late Spring and continue to completion in later 2023. Construction work hours will include day and night work, including occasional nighttime ramp closures. The work called “Ultra-Thin Bonded Wearing Course” will begin at the Exit 150 Interchange and extend south 15.95 miles to the Kennebec River in Fairfield.

12. Kennebec Valley Council of Governments Cooperative Purchasing: The Town has signed up for the yearly KVCOG Cooperative Purchasing Bid which includes calcium chloride, rock salt, culverts and geotextiles.

13. Insurance Program Inspections: The Town will have a number of inspections by our insurance company, Glatfelter which covers our property and commercial policies as well as the Maine Municipal Association, which covers Workers Compensation insurance. These inspections will take place in March – April 2023.

14. Federal Grant Website Registration: As noted at the last meeting, this was indeed interesting. Multiple attempts have been made over more than two weeks to access the site to no avail in finishing the registration. All source documents we have produced to prove that we are a municipality that is able to receive grants that are on the master list of acceptable documents, have been rejected. I noticed that a Town Council Resolution is listed so we will process one at the Council Meeting on 02/21/2023 to see if this will work. This new website is reported to be the combination of 10 federal websites. It used to be easy to process the registrations. Now, the federal government and other entities are warning of delays up to several months. I will continue to work on this. If the Town Resolution does not work, I will call the Help Desk again as well as other federal agencies we work with for suggestions in getting this registration processed

15. Maine Community Foundation Grant Application: After the Librarian came back, I provided the letter and some suggestions on the grant application. Mrs. Williams did an excellent job on the write-up. Hopefully this grant to hire a consultant for focus groups will be approved and the information gathered will be able to be considered for the Comprehensive Plan Update.

16. Spirit of America Program to Celebrate Volunteerism: In 2023, the Maine Spirit of America Program is going strong with a deadline of 06/30/2023 for the Town Council to choose the local person, project or group to receive the 2023 Pittsfield Spirit of America Foundation Tribute for outstanding community service using our own criteria. The Town would honor the recipient at a meeting in 04/2023 which is National Volunteer Month. If the Town presents the Spirit of America Foundation Tribute at that time, the Town will be recognized for the Gold Distinction category. The Town Manager asked to discuss how to proceed on this award at the Council Meeting. Councilors were interested in having the award this year.

17. Meeting on Ideas for next budget: Expansion of Recreation Program: In response to questions and comments from Councilors interested in discussing an expansion of the Recreation program at the meeting, the Town Manager had invited the Chairperson Ben Hall to the meeting. While this item was addressed at the end of the meeting, it is reported on here as it was listed on the agenda under the Town Manager's Report for discussion. Ben reported on how well the Recreation Program was working. The sports such as Basketball are totally different now. It is not just throwing the basketball. Now that they are out of COVID, it is travel, being in a League and being organized. For the first time, Recreation hosted the basketball championship games at MCI. They had over 150 children signed up for basketball. They would like to host more items. There are two open seats on the Committee and one new person has applied to be appointed this evening. A lot of good items are taking place. They do need to communicate better. The website could be updated more and there was a discussion on updating the Town website too rather than just referring people from the Town website to the Recreation website as originally planned. They could post in the Town Office, Library and other locations. They would like to leverage the library for Adult Education. They cannot do everything at once. They would like to keep on developing and enhancing items. Town Councilors thanked Ben for coming and for all of their good work.

**6. OLD BUSINESS: None**

**7. NEW BUSINESS:**

**RESOLUTION 23-18:** Resolved that the Town Council act upon the Mowing Contract to include the mowing of the Department properties, parks and airport for a three year period.

**Moved** by Councilor Donahue and seconded by Councilor Frost to approve Resolution 23-18.

The Mayor asked Steeves Property Maintenance to present their proposal. Councilor Hall and Councilor Saucier expressed concern over revealing the proposal if the Council decided to go out to bid. Councilor Hall explained that this would give other bidders an unfair advantage over the current contractor. The Town Manager explained as we have gotten this far as to have placed the item on the agenda and enough Councilors were interested in hearing the proposal, the Council needs to know the proposal figures in order to vote. She explained that the Council can not vote upon this item without knowing the proposal. The Mayor explained that the Council needs to hear the presentation in order to vote upon this resolution.

Robert Steeves, owner of Steeves Property Maintenance introduced himself and his brother Michael. Their company is located here in Pittsfield and they held their price last year although there were increased costs. This past year the Recreation Department installed an irrigation system and the area now needs to be mowed more regularly. In order to keep the Little League field at Hathorn Park presentable, they have had to mow it two times a week instead of one time as in the

past. This has been costing them \$100 a week to do the extra work at Hathorn. The Town and its staff have treated them fairly and have been good to work with so they did not ask for an increase last year. For the next three years, they would like to continue to work for the Town.

The proposal is to add \$1,600 to the baseline to cover the extra work at Hathorn Park which would then result in a cost of \$19,670. For 2023 there would be a 3% increase to \$20,262. In 2024, the price would be \$20,870 and in 2025, the price would be \$21,496.

Councilor Donahue noted that after the addition of the \$1,600 to cover the additional work that was created by the new irrigation system, that the increase is small being \$592 in 2023. There was a discussion on all the increases in pricing that have been going on.

Councilor Saucier stated that being a businessman, that he wanted the work bid out. Although the Steeves do very good work, he wants the little guy just starting out to be able to bid on the work.

The Town Manager advised that some years the Town has bid out the work and taken the low bidder's price to find that the work does not get completed and there are many complaints. At one point, there were so many problems that this is how Public Works ended up mowing the parks and dedicating staff to all the parks and town properties. This took away from other work. Last year after seeing the quality of the work and how easy the company was to work with, the Town decided have the Steeves continue to work for the Town. The staff would like to continue this.

Motion passed 6-1 in favor.

**VOTE AYE:** Hall, Donahue, Margolskee, Frost, Jester and Cianchette.

**VOTE NAY:** Saucier

**VOTE: UNANIMOUS AYE**

**RESOLUTION 23-19:** Resolved that the Town Council approve the Request for Proposals for Consulting Services with Options to update the Town of Pittsfield's Assessing Records and authorize the Town Manager to seek bids for same.

**Moved** by Councilor Donahue and seconded by Councilor Frost to approve Resolution 23-19.

The Town Manager advised that although there was interest, the Town did not receive any bids by the due date. Ms. Ruth noted her conversation with the current Tax Assessor and how the certified rate was estimated to continue to go down. Since we have to re-bid this, she added two Options to see if we could afford to complete the project in less years by doubling up the quarter work. While we may not be able to do this due to cost, we will know that we tried to increase the certified ratio that has decreased quickly due to how property is selling for high prices.

Motion passed with all votes in favor.

**VOTE: UNANIMOUS AYE**

**RESOLUTION 23-20:** Resolved that the Town Council approve a document depicting the establishment of the Town of Pittsfield for a federal government website for funding opportunities.



**Moved** by Councilor Donahue and seconded by Deputy Mayor Margolskee to approve Resolution 23-20.

Councilor Hall was concerned that he did not see the exact language for the document. The Town Manager stated that since we do not have the original documents dating as far back as 1891 that the Council can document this and the Town Manager will provide it to the federal funding website as reported on previously to the Council. The Mayor indicated that this is needed in order to use the federal website for grants.

Motion passed with all votes in favor.

**VOTE: UNANIMOUS AYE**

**RESOLUTION 23-21:** Resolved that the Town Council appoint members to fill the vacancies on the various Town Boards and Committees.

After a lengthy discussion on options to address what took place in 2020 with the terms of the Economic Development Team during the COVID shutdown, an amendment was proposed by Councilor Donahue.

**Moved** by Councilor Donahue and seconded by Councilor Frost to amend Resolution 23-21 that when the Committee members meet that they appoint a Chair and decide on the terms among their membership to be reported to the Town Clerk for the official record.

Motion passed with all votes in favor.

**VOTE: UNANIMOUS AYE**

## **8. DISCUSSION ITEMS:**

### **A. Department Reports for 01/31/2023 Accomplishments/Achievements**

The Town Manager advised that all Department Head/Supervisor reports were included with the exception of the Cemetery that had closed down last year (but did open up for Kenneth Cianchette's funeral) and Code Enforcement. Mr. Tempesta remains on leave with Mr. Gould, the Alternate CEO, covering requests in a few hours each week between his other part-time positions in the region). The reports will be discussed at the upcoming Department Head meeting this week.

### **B. Financial Reports as of 01/31/2023:** Budget Expenditure Report Revenue Collections Report Excise Tax Collections Comparison Report State Revenue Sharing Comparison Report Economic Development Accounts Update Housing Revolving Loan Update Tax Increment Financing Update Pittsfield Future Account Update Transfer Station/Recycling Monthly Report

The Town Manager had forwarded the Budget and Revenue Reports for 01/31/2023 to the Town Council and copies are available this evening. Ms. Ruth noted that after the TRIO malfunction with

the budget closing out with the screen indicating that the end of the year close out had been successful and finding out that the budget was then not accessible, TRIO restored the data multiple times to get us going again. She had to check all the accounts which took considerable time to locate and re-enter missing information but now the Budget and Revenues for 01/31/2023 reconcile. She has started working on 02/28/2023.

## **9. REPORTS: Audience, Council**

Audience:

Ann Mathews: Indicated that she attended the meeting in order to advise the Council that the Bijou Theatre and Enrichment Center has filled their board and filed with the State their board bylaws and Articles of Incorporation this week.

Councilors:

Councilor Donahue: Would be interested in seeing the facilities report for all of the parks that was tasked to the Parks and Recreation Committee. Understands that the Committee has been working hard on the programming. Would like to be involved with a walk through in the parks with Recreation and Public Works. Asked how TRIO came to be attend the meeting as the Town Manager and the Mayor did not know about this. (Councilor Hall stated that he had been in contact with Brenda since last April when there were issues. He invited Brenda to attend the Council meeting to present (TM noted that the Town Office Administrative Staff were meeting with TRIO and did not know TRIO was coming to the Council meeting). Councilor Hall stated that he did not know that the staff was meeting with TRIO so he scheduled a meeting).

Councilor Frost: Advised the Madawaska leak had been worked on by Public Works. Received good feedback on the sand buckets. This is a unique program. Asked about the fee to use a moped that can only be used for three months of the season yet the horses and buggies are out all year leaving debris but do not pay a fee (TM noted the state law requires a fee for the moped registration that does not see fair and that state laws have not been updated to address the buggies).

Councilor Hall: Asked if the Treasurer and Tax Collector position had been filled. (TM advised that she is the Treasurer and Tax Collector). Stated that the Financial Clerk has a focus on Treasury and Tax Collector (TM noted that one of the Financial Clerks is learning this type of work to provide support). Appreciated the information from Brenda. Thanked the Steeves for coming in. Glad to have feedback from Ben on what is available.

Councilor Jester: Stated the Finance Committee is not just for signing Expense Warrants. Requested an update from the Department Heads on the hot button items during the budget process. Noted we are two months into the budget and wants to know about fire trucks. Stated to the PW Director that he heard he had an estimate for the roof (PW Director Don Chute indicated he did receive an updated estimate). Would like a report on the Fire Chief's review of purchases such as the SCBA (TM indicated that the budget is going to be discussed at the Department Head/Supervisors Meeting later this week. Updates will be on the next Finance Committee Meeting agenda).

Councilor Saucier: Sees a lot of involvement to support the children in the community. Would like to enhance communication with an electronic sign (TM noted that it had been put in for the budget several times now but does not get approved as other items were viewed by the Council as more important with limited funds available). Indicated there is a lot of weight put on the importance of community involvement such as having the Steeves, a local business, work for the Town. Can we put an incentive in our bids for local businesses? (TM noted that there is a way to do this, although

it is not recommended legally).

Deputy Mayor Margolskee: Proposed the concept of re-purposing funds remaining from the Bicentennial Celebration toward an electronic sign. Amazed with the activities going on with the Recreation Department. Unless you are on the Recreation e-mail/text you do not know about the events such as the basketball playoffs. He would promote the use of these funds for signage to advertise town events as it is important.

Mayor Cianchette: Thanked everyone for attending. Noted there is more to Recreation than just sports. We need to promote the Adult Education program and include celebrations in the future. He would like to see if the Recreation Director's position can be a full-time position and understand where we should be as a community. While COVID put an end to the Egg Festival, would like to see a Farm Festival in the future. Asked Councilor Donahue for the date of the next Annual Cheese Festival and if the event is going to be held here in Pittsfield from now on (Councilor Donahue advised the event will be held on September 10, 2023. She is working very hard to try to have it scheduled here each year. For 2023 the annual Cheese Festival will be in Pittsfield. The paperwork will be on the next agenda).

## 10. ADJOURNMENT:

Moved by Councilor Hall and seconded by Councilor Jester to adjourn the meeting at 8:47 pm.

Motion passed with all votes in favor.

**VOTE: UNANIMOUS AYE**

Respectfully submitted,

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Kathryn Ruth, Deputy Town Clerk

*Minutes are a synopsis of a meeting. For more detail, please go to [www.pittsfield.org](http://www.pittsfield.org) and click on Town Meeting Videos to listen to videos of Town Council and other Board/Committee Meetings.*



**TOWN COUNCIL MEETING OF 03/07/2023 :**

       PUBLIC HEARINGS

  X   NEW BUSINESS

       REPORTS

       DISCUSSION ITEMS

       OLD BUSINESS

       EXEC. SESSION

       ORDER 23-      

  X   PACKAGE

  X   RESOLUTION 23- 13       

       ADDITION

       ORDINANCE 23-      

TO BE TITLED: (Tabled to 03/07/2023) Resolved that the Town Council authorize the Town Manager to execute a Listing Agreement with Allied Realty of Skowhegan for the Pittsfield Community Theatre to continue the relationship with the brokers Heather Blodgett & Aaron Bolster with a listing price of \_\_\_\_\_.

**DESCRIPTION:**

This Resolution was tabled to the 03/07/2023 Council Meeting to provide an opportunity for an interested party to pursue an opportunity for downtown Pittsfield.

The Resolution will need to be taken off the table with a vote. Then the Council would vote on the disposition of the Resolution.

From the 02/07/2023 Council Meeting:

The Pittsfield Economic Expansion Corporation (PEEC) had been marketing the Pittsfield Community Theatre through a real estate company until late 2022 when a proposed sale was passed over as well as any adjustment in the price that the property was being offered for if the sale was not authorized. As a majority of the Town Council had expressed interest in having a non-profit organization have time to collect up membership and funding to take over the theatre through a donation, sale or lease agreement, the listing agreement was not renewed in December when all rights expired.

In December, the Mayor had stated that he was interested in bringing this item back before the Council in early 2023. Last week the Mayor requested that this item be placed on the agenda for consideration of the Town Council at the first Council Meeting in February 2023.

**History:**

PEEC Director Gary R. Jordan, Jr. had been handling the account working with the real estate agents. The cost of the contract when the property sells is 7% of the agreed upon sale price. The last approved list price was \$149,900. Aaron Bolster remains interested in selling this property and his company has time to commit to the project. Aaron used to attend the Community Theatre when he was young. Some of their clients have been the Skowhegan Savings Bank and the Skowhegan Economic Development Corporation.

SUBMITTED BY: \_\_\_\_\_

KR

DATE: \_\_\_\_\_

03/01/2023

AGENDA-5923 Allied Realty

# EXCLUSIVE RIGHT TO SELL LISTING AGREEMENT

AGENCY: Allied Realty DATE: February 2, 2023

## DISCLOSURE PROVISIONS

### APPOINTED AGENT:

Agency has a policy of appointing a specific agent(s) (hereinafter "Appointed Agent") within the Agency to represent you. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. The Appointed Agent(s) representing you is/are Heather Blodgett & Aaron Bolster

and holds a Broker & Designated Broker Maine real estate license. The Appointed Agent(s) will owe you, the client, fiduciary duties, which include among other things, the obligation not to reveal confidential information obtained from you to other licensees, except the designated broker or the designated broker's designee for the purpose of seeking advice or assistance for your benefit. This Agency may be representing both the Seller and the Buyer in connection with the sale or purchase of real estate. Should the appointed agent named above be unable to fulfill the terms of the brokerage contract, or by agreement between you and the designated broker, another agent from this Agency may be appointed during the term of your brokerage contract with this agency. Appointment of another agent as a new or additional agent does not relieve the agent named above of any fiduciary duties owed to you.

If a replacement or temporary appointed agent is appointed to represent you either to replace the original appointed agent, or while that agent is temporarily unavailable, a new Disclosure and Agreement will be entered into with you by the Agency. Once the original appointed agent agreement is terminated, or the temporary appointed agent agreement is terminated by expiration, the original agent or temporary agent will no longer be representing you and will owe you no further duties or obligations except the duties to account for money and property and to maintain confidentiality of information as set forth in 32 M.R.S.A. Sec 13281 (2).

Client has read Appointed Agent Disclosure prior to entering into a brokerage contract with Agency, and hereby consents to the appointment of the Agent(s).  Yes  No

### DISCLOSED DUAL AGENT:

Client(s) acknowledge they have been informed by Agency that the Agency has a policy that permits Disclosed Dual Agency. This practice is authorized under Maine State law and is regulated by the Maine Real Estate Commission. In a transaction where a Buyer Client desires to purchase a Seller Client's listing, Disclosed Dual Agency may arise. In serving as a Disclosed Dual Agent, Agency:

1. represents two clients, the Buyer and the Seller, whose interests are adverse and the agency duties are limited;
2. may disclose to Buyer any information provided by Seller and may disclose to Seller any information provided by Buyer except:
  - the willingness or ability of Seller to accept less than the asking price;
  - the willingness or ability of Buyer to pay more than has been offered;
  - confidential negotiating strategy not disclosed in the sales offer as terms of the sale;
  - the motivation of Seller for selling and the motivation of Buyer for buying.

Client has read and understood the Agreement. Client understands they may choose to consent, or not consent, to Agency serving as a Disclosed Dual Agent. Client hereby voluntarily consents to the Agency and Appointed Agent acting as a Disclosed Dual Agent.  Yes  No

### COMPENSATION:

In consideration of Agency's agreement to list and promote the sale of (  all  part of; If 'part of' see explanation or description attached hereto) Seller's property situated in municipality of Pittsfield, County of Somerset, State of Maine, located at 137 Main Street and described in deed(s) recorded at said County Registry of Deeds in Book(s) 879, Page(s) 566-7, the undersigned as Seller, hereby gives the Agency the exclusive right to sell or exchange said property at a price of \$ \_\_\_\_\_, and on the terms herein stated, or at any other price or terms to which Seller may authorize or consent. If, during the term of this agreement, a Buyer is produced who is ready, willing and able to purchase at said price, or any other price or terms to which the Seller may agree, or if the property is sold or exchanged by anyone, including the Seller, then Seller agrees to pay Agency a commission of 7% or \$4000 if greater % of contract price.

Agency has disclosed its policies regarding cooperation and compensation so as to inform Seller of any policy that would limit the participation of any other Agency including, without limitation, the following:

Page 1 of 3 Seller's Initials \_\_\_\_\_

**BUYER'S AGENCY**

- Yes  No This Agency's policy is to cooperate with other agencies acting as Buyer's agents.
- Yes  No This Agency's policy is to share compensation with Buyer's agents.
- If Yes, Agency's policy for this transaction is to offer compensation to Buyer's agents in the range of 2.8 or 1600 % to 3.5 or 2000 % of the contract price.

**TRANSACTION BROKERS**

- Yes  No This Agency's policy is to cooperate with other agencies acting as transaction brokers.
- Yes  No This Agency's policy is to share compensation with transaction brokers.
- If Yes, Agency's policy for this transaction is to offer compensation to transaction brokers in the range of 2.8 / \$1600 % to 3.5/2000 % of the contract price.

**DISCLOSURE OF AGENCY COMPENSATION POLICIES**

- Yes  No This Agency's policy is to compensate all other real estate brokerage agencies in the same manner. If no, Seller acknowledges this policy may limit the participation of other agencies in the marketplace.
- Yes  No This Agency's policy on paying commissions to its affiliated licensees is to provide a greater commission for an in-house sale versus sales involving a cooperating real estate brokerage agency.

**TERM:**

This Agreement begins on February 8, 2023 and will expire on February 8, 2024 ("Expiration Date"). If at such expiration date Seller has placed the property under any type of contract and the transaction is still pending, the expiration date of this Agreement shall be extended until completion of that transaction by either closing/transfer of title or termination/expiration of the contract.

The commission as provided above shall be due if the property is sold, conveyed, exchanged, optioned or otherwise transferred within 6 months after the expiration of this Agreement to anyone with whom Agency has negotiated unless listed in good faith with another real estate brokerage agency. Negotiation shall include providing information about the property, showing the property, or presenting offers on the property. All rights under this paragraph shall expire on May 8, 2024 ("Carryover Date").

Seller acknowledges and/or agrees:

- A continuing duty between the signing of this listing agreement and the final closing to disclose to Agency all information about the property, adverse or otherwise, and understands that all such information shall be disclosed by Agency to Buyer.
- To hold Agency harmless for any claim which may result from the Seller's failure to disclose information about the property.
- To refer all inquiries to Agency.
- To convey property by Quit Claim with Covenant deed.
- To authorize a "For Sale" sign on the property.  Yes  No
- To authorize the advertising of the property.  Yes  No
- To authorize use of a key and/or a lock box on the property.  Yes  No
- To authorize Agency to divulge the existence of offers on or interest in the property.  Yes  No
- To authorize publication of property and applicable disclosure attachments in the MLS and use of Information for marketing, appraisal and statistical purposes.  Yes  No
- To authorize the Agency to use and make exterior and interior photographs and video of said property in promoting its sale.  Yes  No
- To authorize inclusion of street address of the property on Internet display to the public.  Yes  No
- To authorize inclusion of automated estimate of market value (AVM) on the property shown on virtual office websites.  Yes  No
- To authorize inclusion of allowing comments or reviews about the listing on virtual office websites.  Yes  No
- This property is monitored by audio and/or video surveillance equipment.  Yes  No
- That Agency has discussed with Seller safeguarding of personal property and valuables located within the Property. Seller releases and indemnifies Agency and licensees against any liability which may occur due to damage or loss.
- Seller acknowledges that buyers and licensees may engage in activities such as, but not limited to, photography, videography and videotelephony.
- That the State of Maine law requires Buyers of property owned by non-resident Sellers to withhold a prepayment of capital gains tax unless a waiver has been obtained by Seller from the State of Maine Revenue Service.
- That the State of Maine law says that the owner of property as of April 1 is legally responsible to pay the property taxes even if the property is later sold and any tax lien filed for non-payment will be in the name of the owner as of April 1 which could have a negative effect on their credit rating.
- To seek legal, tax, and other professional advice as necessary in connection with sale of property.
- Receipt of a copy of this agreement.
- That Agency has informed Seller of his/her obligation to provide buyers with information developed by the Department of Health and Human Services (Bureau of Health) regarding what homeowners should know about arsenic in private water supplies and arsenic in treated wood.

Page 2 of 3 Seller's Initials \_\_\_\_\_

- That Agency has informed Seller of his/her disclosure and certification obligations regarding the presence of lead-based paint and lead-based paint hazards and a Buyer's right to conduct a risk assessment or inspection of the property to determine the presence of lead-based paint or lead-based paint hazards.
- Any property management services are only provided by Agency if agreed to by separate written agreement.
- If any earnest money is forfeited by a Buyer, it shall be distributed one half to Seller, and one half to Agency. In no event shall the Agency portion exceed the agreed upon commission set forth above.

**Seller agrees to hold Agency harmless from any loss or damage that might result from authorizations provided in the Agreement.**

FIXTURES: The Seller agrees that all fixtures, including but not limited to existing storm windows, screens, shades and/or blinds, shutters, curtain rods, built-in appliances, heating sources/systems including gas and/or kerosene-fired heaters and wood/pellet stoves, sump pump, electrical fixtures, hard-wired generators, landscaping, and no others are included with the sale except for the following: **Some equipment shall be excluded in the sale to be determined at the time a real buyer is named.**

PERSONAL PROPERTY: The following items of personal property may be included with the sale at no additional cost, in "as is" condition with no warranties if specified in the Purchase & Sale Agreement: **as listed**

Other Conditions: **Commissions shall be 7% or \$4000 of sale price which ever is greater.**

Seller acknowledges receipt of a copy of the Residential Property Transaction Booklet  Yes  No

Agency and Seller agree that Agency shall represent Seller and that this Agreement creates an agency/client relationship as defined in the Real Estate Brokerage License Act.

Agency and Seller each agree that this property is to be offered without regard to race, color, religion, sex, physical or mental disability, familial status, ancestry, sexual orientation, gender identity, or national origin as defined in Maine state law or because the person sought and received an order of protection under Title 19-A, section 4007.

I hereby consent to receive fax or other electronic transmissions from Agency to fax number(s) and/or email address(es) provided herein. Pursuant to the Maine Uniform Electronic Transactions Act and Digital Signature Act, the parties authorize and agree to the use of electronic signatures as a method of signing/initialing this Agreement, including all addenda. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.

Seller Town of Pittsfield

Seller \_\_\_\_\_

Seller \_\_\_\_\_

Seller \_\_\_\_\_

AGENCY

By: \_\_\_\_\_

Name: **Heather Blodgett & Aaron Bolster**

Its Authorized Signer

SELLER(S) Mailing Address: **112 Somerset Avenue, Pittsfield, ME 04967**

SELLER(S) Phone Number(s): **(207)487-3136**

SELLER(S) E-mail Address: **townmanager@pittsfield.org**

SELLER(S) Fax Number(s): \_\_\_\_\_

Page 3 of 3



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Town of Pittsfield

**PROPERTY DISCLOSURE**  
**(Non-Residential Properties)**

TO BE DELIVERED TO BUYERS PRIOR TO OR DURING PREPARATION OF OFFER

PROPERTY LOCATED AT: 137 Main Street, Pittsfield, ME 04967

**SECTION I. UNDERGROUND STORAGE TANKS**

To the best of Seller's knowledge (check one):

- No underground storage facility for the storage of oil or petroleum products exists on the premises.
- An underground oil storage facility exists on the premises which is subject to regulation by the Maine Department of Environmental Protection under 38 M.R.S.A. §561, et seq., State of Maine Registration No. n/a. The underground facility  has  has not been abandoned in place.

**SECTION II. HAZARDOUS MATERIALS**

Pursuant to the Rules of the Maine Real Estate Commission, Licensee discloses that the Seller is making no representations regarding current or previously existing known hazardous materials on or in the Real Estate described above, except as follows:

**no exceptions**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(attach additional sheets as necessary)

Buyer is encouraged to seek information from professionals regarding any specific hazardous material issue or concern.

**SECTION III. MATERIAL DEFECTS**

Material defects pertaining to the physical condition of the property:  
**Overall deferred maintenance, property to sold "As-is". A general building inspection was performed in 2015 and found the following concerns. More information is available upon request:**

- **Marque needs some repair to avoid water retention, updates needed**
- **Roof gutters & masonry need repair**

**Continued... See addendum Material Defects I**  
\_\_\_\_\_  
(attach additional sheets as necessary)

Page 1 of 2 Buyer Initials \_\_\_\_\_

Seller Initials \_\_\_\_\_



PROPERTY LOCATED AT: 137 Main Street, Pittsfield, ME 04967

**SECTION IV. ROAD MAINTENANCE**

Is access by means of a way owned and maintained by the State, a county, or a municipality over which the public has a right to pass?.....  Yes  No  Unknown

If No, who is responsible for maintenance? n/a

Road Association Name (if known): n/a

The Seller agrees to provide prompt notice of any changes in the information and this form will be appropriately changed with an amendment date.

\_\_\_\_\_  
Seller  
Town of Pittsfield

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

The undersigned hereby acknowledge receipt of this Property Disclosure prior to the preparation of an offer to purchase the Real Estate.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

## Addendum

Property: 137 Main Street, Pittsfield, ME 04967

### 1. Material Defects:

- Roof needs repair -- been patched with history of leaks
- Many seats need replacement
- Bathrooms are not ADA accessible & occupancy requirements need to be revisited
- HVAC system requirements need to be revisited (including necessary electrical )
- Mortar joints degraded due to moisture, needs repair
- Water leak in heating pipe at boiler, needs repair
- Minor cracks in the tile & slab, not of major concern, but needs repair/inspection
- Moisture in basement
- Snow load requirements need to be revisited
- Fire codes need to be revisited (additional exit signs/lighting need installation)
- Insulation & ventilation codes need to be revisited
- 

Seller: Kyle S. S. S. Date: 01/26/20 Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

Seller: \_\_\_\_\_ Date: \_\_\_\_\_ Buyer: \_\_\_\_\_ Date: \_\_\_\_\_

# LEAD PAINT DISCLOSURE/ADDENDUM

AGREEMENT BETWEEN Town of Pittsfield (hereinafter "Seller")  
AND Hammer Down Express Inc. (hereinafter "Buyer")  
FOR PROPERTY LOCATED AT 137 Main Street, Pittsfield, ME 04967

Said contract is further subject to the following terms:

## **Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

## **Seller's Disclosure (check one)**

(a) Presence of lead-based paint and/or lead-based paint hazards (**check one below**):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (**check one below**):

Seller has provided the Buyer with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## **Buyer's Acknowledgment**

(c) Buyer has received copies of all information listed above.

(d) Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (**check one below**):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## **Agent's Acknowledgment**

(f) Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

## **Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer	Date	Seller <b>Town of Pittsfield</b>	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Buyer	Date	Seller	Date
Agent	Date	Agent <b>Heather Blodgett &amp; Aaron Bolster</b>	Date

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REALTOR®  
Allied Realty, 187 Madison Avenue Skowhegan ME 04976  
Heather Blodgett

Phone 2073990412 Fax 2074742037  
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Town of Pittsfield

**FOR INSURANCE PURPOSES ONLY**

**THEATRE INVENTORY**

<u>QTY</u>	<u>DESCRIPTION</u>	<u>VALUE</u>	<u>SERIAL NUMBER</u>
1	Paragon Popcorn Machine	\$650.00	
1	Paragon Popcorn Wagon	\$328.00	3080010
1	Digital Projector	\$60,005.90	
1	Dell Inspiron Laptop	\$437.00	
1	Butter Machine	\$500.00	BD-P-04389
1	Citation 16 oz Popper	\$1,895.00	FFE-2001
		<b>\$63,815.90</b>	

Please mark any additions or deletions and return to Anna

Signature: \_\_\_\_\_

## **CYBER / WIRE FRAUD ADVISORY**

Buyers and sellers need to exercise extreme caution when wiring funds in real estate transactions. Criminals/hackers target email accounts of real estate licensees as well as other parties involved in real estate transactions, including mortgage brokers, closing attorneys, and title agents. In many cases, they have been able to intercept emailed wire transfer instructions, obtain account information and, by altering some of the data, use emails to redirect the funds to a different account. These emails are convincing and sophisticated and may look like legitimate emails from parties in the transaction. You should look carefully at the entire email address as it may look legitimate but will contain some small change to fool you for example, [joe@acme.com](mailto:joe@acme.com) becomes [joe@acrne.com](mailto:joe@acrne.com) a very hard distinction to pick up. If you believe you have received questionable or suspicious wire transfer instructions, immediately contact the title company/closing agent and your real estate professional.

### **Do NOT Initiate the Electronic Transfer of Funds (Wires) Without Double Checking the Legitimacy of the Destination**

In every real estate transaction, Buyer and Seller are advised to:

- Never wire funds without personally speaking with the intended recipient of the wire to confirm the routing number and account number.
- Verify that the contact information for the wire transfer recipient is legitimate. Buyer and seller should each call using a phone number that has been independently obtained, not the phone number contained in the email containing the wiring instructions.
- Never share personal information such as social security numbers, bank account numbers and credit card numbers, unless it is through secured/encrypted email or personal delivery (or phone call) to the intended recipient.
- Take steps to secure the system you are using with your email account such as using strong passwords and secure WiFi and email using a domain name account (safer than using a public account such as aol or gmail).

If you suspect that you have been victimized by wire fraud:

- 1) Contact the financial institution immediately and ask them to do a "swift recall".
- 2) Then call your local law enforcement immediately (town police department or county sheriff's office) to report the incident.
- 3) Then call the FBI immediately (24 hours or less) and let them know you are reporting the incident within 24 hours and file a complaint online at [www.ic3.gov](http://www.ic3.gov). Your chances of recovery are greater with less than 24-hour reporting.

To contact the FBI in Maine:

Augusta: 207-622-2902 -- Bangor: 207-947-6670 -- Portland: 207-774-9322

Even if you cannot undo the damage, file a complaint as specified above as this will help track the criminals.

### **Again, Do Not Initiate Wires Without Double Checking the Legitimacy of the Destination**

# AUTHORIZATION TO RELEASE INFORMATION

TO WHOM IT MAY CONCERN:

1. Name (Seller or Buyer): Town of Pittsfield  
Name (Seller or Buyer): \_\_\_\_\_  
Name (Seller or Buyer): \_\_\_\_\_  
Name (Seller or Buyer): \_\_\_\_\_
2. Property Address: 137 Main Street, Pittsfield, ME 04967
3. I/We are in the process of buying/selling the above-described real estate. Participants involved in the closing process: brokers, appraisers, surveyors, lenders, closing agents, etc. ("Participants") may need to obtain loan pay-off information, homeowner's insurance information, fuel cost and consumption information, utilities account information, or any other non-public information necessary to close the above transaction.
4. I/We authorize you to provide to any Participants any and all information and documentation that they request.
5. Participants may address this authorization to any party having information necessary to close the above transaction.
6. A copy or facsimile of this authorization may be accepted as an original.

\_\_\_\_\_  
Signature Date  
Town of Pittsfield

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date



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Dept. of Professional & Financial Regulation  
Office of Professional & Occupational Regulation  
**MAINE REAL ESTATE COMMISSION**

35 State House Station Augusta ME 04333-0035



**REAL ESTATE BROKERAGE RELATIONSHIPS FORM**

**Right Now  
You Are A  
Customer**

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following **customer-level services**:

- # To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- # To treat both the buyer and seller honestly and not knowingly give false information;
- # To account for all money and property received from or on behalf of the buyer or seller; and
- # To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. **As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.**

**You May  
Become  
A Client**

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements **create a client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to the basic services** required of all licensees listed above:

- # To perform the terms of the written agreement with skill and care;
- # To promote your best interests;
  - For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
  - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
- # To maintain the confidentiality of specific client information, including bargaining information.

**COMPANY POLICY ON CLIENT-LEVEL SERVICES -  
WHAT YOU NEED TO KNOW**

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- # The company and all of its affiliated licensees represent you as a client (called "single agency");
- # The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "appointed agency");
- # The company may offer limited agent level services as a **disclosed dual agent**.

**WHAT IS A DISCLOSED DUAL AGENT?**

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

**Remember!**  
*Unless you enter into a written agreement for agency representation, you are a customer—not a client.*

**THIS IS NOT A CONTRACT**

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

*To Be Completed By Licensee*

This form was presented on (date) February 2, 2023

To Town of Pittsfield  
Name of Buyer(s) or Seller(s)

by Heather Blodgett & Aaron Bolster  
Licensee's Name

on behalf of Allied Realty  
Company/Agency

MREC Form#3 Revised 07/2006  
Office Title Changed 09/2011

To check on the license status of the real estate brokerage company or affiliated licensee go to [www.maine.gov/professionallicensing](http://www.maine.gov/professionallicensing). Inactive licensees may not practice real estate brokerage.

**TOWN COUNCIL MEETING OF 03/07/2023 :**

<u>      </u> PUBLIC HEARINGS	<u>  X  </u> NEW BUSINESS
<u>      </u> REPORTS	<u>      </u> DISCUSSION ITEMS
<u>      </u> OLD BUSINESS	<u>      </u> EXEC. SESSION
<u>      </u> PRESENTATIONS	
<u>      </u> ORDER 23- <u>      </u>	<u>  X  </u> PACKAGE
<u>      </u> RESOLUTION 23- <u>      </u>	<u>      </u> ADDITION
<u>  X  </u> ORDINANCE 23- <u>  02  </u>	

TO BE TITLED: (Set to Public Hearing on 03/21/2023) The Town of Pittsfield hereby ordains to repeal Chapter 2. Administrative Code, Division 1, Article 1, Section 110. Remote Participation Procedures

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**DESCRIPTION:**

After the ZOOM issue at the last Council Meeting, the Mayor has requested that the Remote Participation Procedures be deleted. As these procedures were approved by Ordinance, the procedures will need to be repealed by an Ordinance after setting the Ordinance to Public Hearing and vote.

History: The Town Council set this proposed amendment to public hearing on Tuesday, 08/17/2021 by Ordinance 21-05. The Ordinance Committee had met Tuesday, 07/27/2021 to recommend to the Town Council that the Remote Participation Procedures that were adopted as an Emergency Ordinance be adopted as a regular ordinance. These procedures were viewed as necessary to ensure meetings during adverse health situations, inclement weather and when Councilors are out of Town and unable to return to Town for a meeting. Boards and Committees are also able to utilize these procedures to ensure a quorum. Ordinance 21-05 was approved after public hearing on 08/17/2021. See the Ordinance amendment below.

**Chapter 2. Administrative Code, Division 1, Article 1, Add Section 110. Remote Participation Procedures**

The Town of Pittsfield hereby adopts the following procedures to govern the participation, via remote methods, of members of the body and the public in the public proceedings or meetings of the body:

Members of the body are expected to be physically present for meetings except when not practicable, such as in the case of an emergency or urgent issue that requires the body to meet via remote methods, or an illness or temporary absence of a member that causes significant difficulty traveling to the meeting location. The chair or presiding officer of the body, in consultation with other members if appropriate and possible, will make a determination that remote methods of participation are necessary in as timely a manner as possible under the circumstances. A member



who is unable to attend a meeting in person will notify the chair or presiding officer of the body as far in advance as possible.

Remote methods of participation may include telephonic or video technology allowing simultaneous reception of information and may include other means necessary to accommodate disabled persons. Remote participation will not be by text-only means such as e-mail, text messages, or chat functions. The public will be provided a meaningful opportunity to attend via remote methods when any member of the body participates via remote methods. If public input is allowed or required at the meeting, an effective means of communication between the body and the public will also be provided. The public will also be provided an opportunity to attend the meeting in person unless there is an emergency or urgent issue that requires the entire body to meet using remote methods.

Notice of all meetings will be provided in accordance with 1 M.R.S.A., Section 406 and any applicable charter, ordinance, policy, or bylaw. When the public may attend via remote methods, notice will include the means by which the public may access the meeting remotely and will provide a method for disabled persons to request necessary accommodation to access the meeting. Notice will also identify a location where the public may attend the meeting in person. The body will not restrict public attendance to remote methods except in the case of an emergency or urgent issue that requires the body to meet using remote methods of attendance. The body will make all documents and materials to be considered by the body available, electronically or otherwise, to the public who attend remotely to the same extent customarily available to the public who attend in person, provided no additional costs are incurred by the body.

All votes taken during a meeting using remote methods will be by roll call vote that can be seen and heard if using video technology, or heard if using audio technology only, by other members of the body and the public. A member of the body who participates remotely will be considered present for purposes of a quorum and voting.

SUBMITTED BY: \_\_\_\_\_  
DATE: \_\_\_\_\_  
AGENDA-5922

(KR)

03/01/2023



**TOWN COUNCIL MEETING OF** 03/07/2023 :

       PUBLIC HEARINGS  
       REPORTS  
       OLD BUSINESS

  X   NEW BUSINESS  
       DISCUSSION ITEMS  
       EXEC. SESSION

       ORDER 23-        
  X   RESOLUTION 23- 23  
       ORDINANCE 23-      

  X   PACKAGE  
       ADDITION

TO BE TITLED: Resolved that the Town Council appoint members to fill the vacancies on the various Town Boards and Committees.

---

DESCRIPTION:

Please see attached chart for renewals and new appointments. Also included are applications for the new appointments.

SUBMITTED BY: Nicole Nickolan

DATE: 02/24/2023

AGENDA-

**TOWN OF PITTSFIELD  
2023 BOARDS / COMMITTEES**

COMMITTEE/BOARD	APPT	TELEPHONE Work	TELEPHONE Home	ADDRESS	TERM EXP
<b>CEMETERY TRUSTEES (3 residents, 1 superintendent, 3 yr terms)</b>					
Elizabeth Bridger (NEW)				168 Central Street	12/31/2025
<b>LIBRARY TRUSTEES (5 members, Pittsfield residents, 5 yr terms, 2 consecutive terms)</b>					
Desiree Jester (2 <sup>nd</sup> Term)	01/18			374 Madawaska Avenue	12/31/2022

**TOWN OF PITTSFIELD, MAINE**  
112 Somerset Avenue, Pittsfield, ME 04967  
TELEPHONE: (207) 487-3136 EMAIL: clerk@pittsfield.org

**INITIAL APPLICATION FOR APPOINTMENT TO**  
**TOWN BOARDS OR COMMITTEES**

NAME: Elizabeth (Beth) Bridger

RESIDENCE: 168 Central Street, Pittsfield

MAILING (if different) \_\_\_\_\_

E-MAIL ADDRESS: bbridger@gmail.com PHONE # (Home) 207-692-7537

WORK # 207-859-4370 CELL # 207-692-7537

Occupation: Gift Planning Coordinator Where employed: Colby College

**YOU MUST BE A PITTSFIELD RESIDENT TO PARTICIPATE**

HOW LONG HAVE YOU BEEN A PITTSFIELD RESIDENT: 3 years 2 months

**Please check your choice (Note 1<sup>st</sup> or 2<sup>nd</sup> choice if applicable):**

- |   |  |
|---|--|
| <input type="checkbox"/> Airport Committee                      | <input type="checkbox"/> Library Trustees        |
| <input type="checkbox"/> Board of Appeals                       | <input type="checkbox"/> Parks and Recreation    |
| <input type="checkbox"/> Board of Assessment Review             | <input type="checkbox"/> Personnel Appeals Board |
| <input type="checkbox"/> Board of Ethics                        | <input type="checkbox"/> Pinnacle Park Board     |
| <input type="checkbox"/> Board of Health                        | <input type="checkbox"/> Planning Board          |
| <input checked="" type="checkbox"/> Cemetery Trustees           | <input type="checkbox"/> Pool Committee          |
| <input type="checkbox"/> Economic Development Committee Team    | <input type="checkbox"/> Recycling Committee     |
| <input type="checkbox"/> Housing Rehab Revolving Loan Committee | <input type="checkbox"/> Theatre Committee       |

RELATED EXPERIENCE (Including other Boards/Committees)  
none

1. Express your interest as to why you want to serve:

I believe in respecting the deceased members of our community by maintaining the integrity of the town's cemetery.

2. Give a brief reason(s) as to why the Town Council should support your appointment.

I'm honest, willing, and interested.

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3. Give a brief summary as to how you will maintain unbiased participation on a regular and continuing basis throughout your term.

\_\_\_\_\_  
I will attend meetings as required and will stay informed about cemetery rules and standards.

4. Are you currently on any other Town Boards or Committees: no  
If yes, please list: \_\_\_\_\_

Do any relatives serve on any Town Boards or Committees: no If yes,  
please list Board/Committee and relationship: \_\_\_\_\_

5. Any other known conflict of interest: \_\_\_ YES x NO if yes, please list  
\_\_\_\_\_

**BY SUBMITTING THIS APPLICATION YOU UNDERSTAND THE FOLLOWING:**

1. This application is for consideration and does not mean you will necessarily be appointed to this Board or Committee.
2. Your application will be reviewed to determine any potential conflict of interests.
3. This application will be forwarded to the Town Council for consideration. Your application will be placed on the next available agenda.
4. Appointee agrees to take a sworn oath by Town Clerk.
5. It is the intent of the Town to televise proceedings of Boards/Committees
6. Applicant agrees that if appointed will attend all meetings, except for sickness or emergency, and will advise the Chairperson when you are unable to attend.

Please read the Town of Pittsfield, Maine Ordinance governing Municipal Boards and Committees available at the Town Office or on the Town Website.

*Elizabeth Bridger*

2/23/2023

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
DATE

Please return to: Pittsfield Town Clerk, 112 Somerset Ave., Pittsfield, ME 04967

*Vacancies arise throughout the year. A reserve list of candidates  
will be maintained in the Town Clerk's office for 2 years to fill future vacancies.*