

#15

Select Board Members:

Sue Reay is asking that you please look at the enclosed letter she sent to Milt Wright.

Please read Val's letter and look at the enclosed FOAA from Mike Harrington prior to our next meeting.

January 18, 2014

Sue Reay
Select Board Chair
Town of Readfield
8 Old Kents Hill Road
Readfield, Me 04355

Milt Wright
P.O Box 16
Readfield, Me 04355

Dear Milt,

I am referencing your letter to me dated November 27, 2013 regarding giving you clarification on the board's comment "allow all volunteers a chance to join". When this was said, it was in a positive context per our Procedures and Appointments & Reappointment Policy that we want everyone to have the opportunity to apply for open positions.

We take very seriously the recommendations from the Chair of each and every board, committee and commission. As a board, we have had to make difficult decisions on three different committee's, so I hope you do not feel that you were singled out.

I did contact Karen Barton concerning her involvement on in your committee. She stated that she has attended some meetings since November and I was quite pleased with her perception that you were working things out between yourselves.

As a board, we do want every resident to have the "chance" to be on a committee by following our policy and with recommendations from the Chairs.

Thank you for contacting me on this issue; I hope I have answered your questions and concerns.

Sincerely,



Sue Reay
Select Board Chair

cc: Select Board
Town Manager
Town Clerk

1/12/14

1. FOAA request for Public Works equipment
2. \$700,000 Roads Bond project

1. FOAA request from resident regarding listing of Public Works equipment. The resident had asked me some questions I could not answer not having seen the material that was supplied so I asked for a copy. I would like a copy of this material along with the listing of the specific issues listed below given to each Select Board member. I for one am embarrassed that this is what we have for records to distribute to fulfill an FOAA request. It is my opinion that creating and managing a new department of this magnitude should have had clear concise records in a clear concise format – preferable a spreadsheet – of everything that was purchased beginning with the first purchase and continually updated with every purchase as it was made. I also believe that (though it was not requested for this FOAA) that there should be clear and concise records for everything pertaining to this new department – employees hired, wages and benefits paid, as well as, detailed records of any and all work performed. This is the only way you would be able to justify that this new department was truly a cost savings to the Town. This would have also shown what was working and what needed improvement. Voters were informed that in order to hire and keep good employees they had to be paid good wages and good benefits. A Public Works Director was hired and paid a salary and given a benefits package not much less than the Town Manager. I would have thought that keeping clear and concise records would have been part of his duties. In the future work ethics and accountability of the individual/s should be considered just as important.

Clarification needed regarding the FOAA information the resident has as well as inconsistencies I found when looking this over.

- Last sentence equipment list page – “Does not include, plows, sanders, other equipment and tools the department owns, which is substantial. – Why doesn’t it include these?”
- Majority of Bill of Sales are not copies of originals – nor are they dated or signed.
- There are inconsistencies in the years listed on the equipment lists, Bill of sales and the income dates from sales.
#11 is on bill of sale to Horne and it is also showing as being “Kept for Cemeteries and Maintenance” I am not seeing where #7, #18, or #21 are listed on the sold or for sale listings. Nor am I seeing the 1980 GREA box trailer, Equipment that was kept for the transfer station on the equipment listing.
- Kept for Maintenance Department:
2005 Trailer and 2005 Dump trailer, UM6101, Black A1027580K are not listed on the equipment page
- Assorted shop equipment : \$8,000 – does not list how many of each on most of these such as spare plow arms, filters, assorted motor oil..., tire chains etc
- Already sold in addition to Horne....
Utility Trailer (homemade):240 is this #19 on equipment list
1996 Custom equipment trailer: \$500 – don’t see this on the equipment list
TGM tailgate mulcher with 18 hp Kohler engine. Asked \$4,100, and sold at \$2,000 – \$2,100 loss?

- The date on the \$60,000.00 check # 704638 transaction received from Horne is 10/27/2011 and there is General Journal entry made on 12/29/11 on the R 60-6-040 Rds & Drain – Sale of Equip to Horne Construction Equip for 60,000.00 – are these one and the same and if so why is there a difference of over 2 months?

As stated above these are issues and inconsistencies the recipient and I found with this information. I would like to request that all the Board Members also look at this and see if they have any additional questions so we can compile all of them and submit them as one document to be resolved. After all the questions are compiled and resolved I would like to see – if the rest of the board is in agreement - that this information finally be entered into a spreadsheet so that the information is in one convenient place instead of on 32 different pages. This would greatly reduce the cost of any future FOAA requests as well as cut down on the time it takes staff to supply it.

2. \$700,000 Roads Bond project

As noted at a previous select board meeting we have software available that is good at keeping detailed records of our road reconstruction projects. The Town Manager said he would check with his employee to see if the information had been entered for previous years and make sure that it is updated with the work done this year during the winter months. I don't believe it has been confirmed yet that the previous year's information has been entered. Could we get confirmation on this and see what sort of reports are available. Could we also get an explanation as to why the information is not entered until the "winter months" – wouldn't it be easier to enter it on a weekly basis as the invoices are being submitted for payment . This would also allow us to have a quick reference of where we are at on a weekly basis. If the Board agrees can we make it a priority to get all the information for the current Roads Bond project entered into the software?

Thank you for your attention to these matters.

Val

Board discuss (copy for all)

MERRILLS

INVESTIGATION • SECURITY • SEARCH

32 pages

October 3, 2013

2x / 6 copies @ 50¢
each = \$16.00

100
070113

Robin L. Lint
Town Clerk
Readfield Town Office
8 Old Kents Hill Road
Readfield, ME 04355

Dear Ms. Lunt:

I, Michael C. Harrington of 324 Gorden Road, Readfield, ME, 685-7309 make the following request pursuant to the Amendment of FOAA Policy dated November 5, 2012.

All records reflecting the equipment inventory of the Readfield Public Works Department prior to the time the entity was dissolved pursuant to the Town Vote, and that equipment which is still currently listed.

In addition, all records pertaining to the equipment which has been sold, to whom it was sold, how much each item was sold for, when and how it was paid for, what is still for sale, and what was kept for town maintenance purposes.

✓ I also request specifically the equipment information sold to the contractor who was hired after the Public Works Department was dissolved and how payments were made whereas he was unable to fulfill the contract.

Thank you for your assistance in the matter.

Respectfully,



Michael C. Harrington

Cc: Stefan Pakulski, Town Manager

Merrill's Investigations PO Box 33, Readfield, Maine 04355 Phone: 207-685-7309 Fax: 207-685-7357

10-8-13 Left message w/Tammy that I was working on his request and will give him a call when ready. RL



TOWN OF READFIELD

PUBLIC WORKS DEPARTMENT

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

Tel. (207) 685-4939 • Fax (207) 685-3420

Email: Readfieldpw@roadrunner.net

February 22, 2011

EQUIPMENT LIST READFIELD PUBLIC WORKS

- 1) 2010 International 7400 single axle dump truck. 41k GVW
- 2) 2010 " " " " " "
- 3) 1995 GMC Top-Kick 41k- GVW
- 4) 1994 L-9000 Ford dump truck 38k- GVW
- 5) 1993 Volvo- White dump truck 36k- GVW
- 6) 1990 Chev. 38k GVW truck
- 7) 1998 3500 GMC utility body truck
- 8) 2007 F-550 dump truck
- 9) 2002 F-550 dump truck
- 10) 2004 GMC ½ ton 4x4 pick-up
- 11) 2002 GMC ¾ ton 4x4 pic-up
- 12) 1999 IT28 Cat 3 yard loader
- 13) 1994 JD 595-D rubber tire excavator
- 14) 2004 JD 240 skid steer
- 15) 1998 Cat backhoe
- 16) 1990 Ford L-7000 dump truck
- 17) 1984 Galion T-500 road grader
- 18) 1980 Great Lakes 20T tilt trailer
- 19) 1989 utility trailer
- 20) 2010 2 axle trailer
- 21) 2009 single axle utility trailer
- 22) 2007 JD 54 Tractor

Does not include, plows, sanders, other equipment and tools the department owns, which is substantial.

prior list!

Public Works and Maintenance Inventory and Sale List – Oct. 2011 to May 2012

Sold to Horne Construction:

Vehicles:

1993 Volvo truck with plow, wing, dump body and sander : \$12,000
1994 Ford L 9000 with plow, wing, dump body and sander: \$7,000
1995 GMC Top Kick with plow, wing and frame mounted sander: \$6,000
1990 Chevrolet Kodiak with plow, wing and frame mounted sander : \$2,000
1990 Ford L 7000SE with dump body: \$3,000
2002 Ford F 550 with plow, wing and side dump body: \$3,000
2004 GMC Sierra, with plow: \$4,000
1984 Galion 500 T road grader with double wings: \$15,000

Assorted shop equipment: \$8,000

ATD long chassis 10-ton hydraulic jack	Belaire compressor
ATD 20 ton air-activated bottle jack	Hammer style staple gun (1)
Rhino 6-ton jackstands (2)	12-volt starters (3)
Blade buddy jack	Safety Kleen parts washing bin (1)
Paslode nail gun	Eagle safety storage cabinet
Spare plow wing arms	Spare snowplow cutting edges
Makita drill	Spare truck tires
Milwaukee grinder	Grease and grease guns (1 Lincoln)
Dewalt grinder	Assorted truck parts, wiper blades, and hardware
Bosch hammer drill	Crow bars, pry bars
Ratchet straps (8)	Tire chains
Bench grinders (2), stand	Lifting chains, binders
Fuel tank, electric pump, hand pump	Vices
Filters: fuel, oil, hydraulic	Test lights, wiring, heat gun
Assorted motor oil, hydraulic oil, transmission fluid, starting fluid, de-icer, penetrating oil, windshield fluid, brake fluid, power steering fluid	

Already sold (in addition to Horne Construction purchases):

Two 2010 International 7400s with plows, wings, dump bodies, and sanders: \$180,000 total
1995 John Deere 595 D hydraulic excavator: \$26,000
#1 1999 Cat IT28 G front-end loader, front bucket and quick-change system: \$42,500
1997 GMC Sierra, One-ton, Gas, (Box type truck): \$750
1976 GMC 6500, 427 cubic inch big block motor, no fuel tank: \$500.
Utility trailer (homemade): \$240.
1996 Custom equipment trailer: \$500
Assorted steel in sections of square tube, angle iron, and plate: \$150.
Box of burlap sand bags: \$20.
2 wing arms: \$50 each; \$100 total
Hydraulic wing ram: \$75
3 snowplows and 1 wing: \$500 each; \$2000 total

2 dump truck hot top extensions: \$100 total
3 plow cutting edges: \$150 total
Fisher Minute Mount and plow: \$1000

Plate Compactor w/Honda engine and water tank MC88 200lb. Asked \$1,500. Sold at \$1000

TGM tailgate mulcher with 18 hp Kohler engine. Asked \$4,100, sold at \$2000.

Sidewinder 62A Multiquip concrete and pavement saw: asked \$1000, sold at \$700.

2004 John Deere skid steer with bucket and forks, solid pneumatic tires (under 1700 hours) Vin:

T00240A928994, John Deere 240, Yellow, Diesel, PLATE: 422008 Price: \$12,150 – part of trade in for Holder

Hundai forklift also traded in for Holder

Kept for Maintenance Department:

Dewalt cut off saw	Husqvarna 455 rancher chainsaw
Dewalt 18-volt circular saw	Jonsered CS2150 chainsaw
Dewalt 18-volt sawsall	Chain saw files, spare chains
Dewalt 18-volt drill	Shop vac
Dewalt rotary lazer, tripod and target	Associated heavy duty battery charger
Dewalt chargers (2), batteries (4)	Lincoln electric power mig welder
Makita hammer drill	ATD 12-ton hydraulic jack
Ramset nail gun	AFF 20-ton bottle jack
Napa needle gun	Craftsman 12-ton bottle jack
	AFF 6-ton jackstands (2)
Staple gun - hammer style	Stihl MM55 street sweeper
B tank torch set	Echo PAS 265 with sweeper heads
Cutting torch set up and two heads	American pressure washer (share with FD)
Ingersoll Rand impact air tool	Lincoln cordless grease gun and charger
Ratchet straps (2)	Manual grease guns (2)
Traffic cones (34)	Assorted work area signs
Chaps, helmets, goggles, ear muffs	Sign mounting hardware
New spare one-ton truck tires (2)	Craftsman toolbox
Used truck tires (4)	Toolset: wrenches, ratchets, sockets, screw drivers
Trash cans	Bolt bin
Rotisserie parts rack	Tool holsters
Clipboards	Drop lights (2)
Extension cords: 50' (5), 25' (2)	Oil drain pans (2) and funnels
Fluorescent tube lights (2 boxes)	Silt fence (part rolls)
Cots (2)	Flake calcium (partial pallet)
Framing square	Curlex rolls (2) and staples
Speedy dry	Rakes, hoes, shovels, brooms
Wheel barrows (2)	Extension ladder
Hand truck/dolly	Creeper
Chain binders (2)	Vice
Portable tank for calcium, water	Large calcium tank and base
Liquid calcium pump, hose	Paint thinner

Welding helmet

2007 Ford F550 one-ton dump truck, purchased for \$37,599 + 16,786
Hosotonic plow, Swenson sander, radio
2005 trailer
John Deere tractor, mower and spare parts, post-hole digger, York rake – shared with RSU and
Wayne
2005 Dump trailer, UM6101, Black A1027580k,

Kept For Cemeteries and Maintenance:

2002 GMC Sierra , 2500, ¾ ton, 4 X 4, 8 foot bed, Surplus, for \$5,500. 4-7-09
2010 Sure-Trac Trailer, ST7212, Black, Utility, G.V.W.R. 2990 lbs

Transfer station: 1980 GREA box trailer, Equipment

For sale to public:

Assorted plow equipment: 4 wings: \$500 each
wing arm: \$50

Lincoln electric AC DC Arc Welder (stick): \$250.
2 Safety Kleen parts washing bins: \$50 each
Electric panel, parts and conduit pull box: \$800.
Oily waste can: \$20
Spill response kit for oil: \$75
Motorola radios (4) – price to be set (PTBS)
Walkie-talkies - PTBS
Eemax instantaneous water heater - PTBS

Husqvarna 450 (2) chainsaws (given to Fire Dept)

(updated 1/04/13)

R 60-6040 Rds & Drain - Sale of Equi

280,000.00 = Budget
0.00 = Bud Adj

-313,535.00 = YTD Net

-33,535.00 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
10	0316		12/29/11		Horn Construction Equip	R GJ	0.00	60,000.00
12	0315		12/29/11		Diplock, R Steel	R GJ	0.00	150.00
12	0315		12/29/11		Elvin, E Burlap Bags	R GJ	0.00	20.00
12	0315		12/29/11		Simmons, J Trailer	R GJ	0.00	500.00
12	0315		12/29/11		Hagar Enterpr 2) 2010's	R GJ	0.00	180,000.00
12	0315		12/14/11		Wire IFFAT for Excavator	R GJ	0.00	20,020.00
12	0315		11/30/11		Wire IFFAT for Excavator	R GJ	0.00	5,980.00
12	0317		12/29/11		12/29/2011 C/R	R CR	0.00	2,175.00
02	0427		03/09/12		CJE J# 372 Theberge-Plow	R GJ	0.00	400.00
02	0427		03/09/12		CJE J# 419 Haggan Loader	R GJ	0.00	42,500.00
03	0425		03/07/12		03/07/2012 C/R	R CR	0.00	1,500.00
03	0438		03/21/12		03/20/2012 C/R - Cash	R CR	0.00	240.00
03	0447		03/22/12		03/22/2012 C/R	R CR	0.00	50.00
Totals-							0.00	313,535.00

Monthly Summary

Month	--Regular Entries--		--Budget Entries--	
	Debits	Credits	Debits	Credits
October	0.00	60,000.00	0.00	0.00
December	0.00	208,845.00	0.00	0.00
February	0.00	42,900.00	0.00	0.00
March	0.00	1,790.00	0.00	0.00
Totals	0.00	313,535.00	0.00	0.00

**PUBLIC WORKS EQUIPMENT
PURCHASE AND SALE AGREEMENT**

This Agreement dated this 26th day of October, 2011, is made by and between The Inhabitants of the Town of Readfield, a Maine municipal corporation, with principal offices in Readfield, Kennebec County, Maine (hereinafter referred to as "Seller") and

(Name) SLH LLC
(Address) P.O. Box 122, 43 Seavey Corner, Mt. Vernon, ME. 04352
(Telephone) 293-2383, 242-6111
(Social Security Number) _____

County of Kennebec and State of Maine, hereinafter referred to as "Buyer".

In Consideration of the mutual covenants and agreements contained herein, the Seller and Buyer agree as follows:

1. Purchase and Sale. The Seller agrees to sell and the buyer agrees to buy, on the terms and conditions herein set forth, public works equipment described in Exhibit A, a copy of which is attached hereto and made part hereof hereafter "Property"
2. Purchase Price. The purchase price for the Property shall be Sixty Thousand Dollars (\$60,000) which shall be paid by the Buyer to the Seller at the time of closing in cash, certified check, or bank check.

Should Buyer fail to tender the payment due at closing and on or before the Closing Deadline; Any deposit from Buyer may be retained at the option of Seller as liquidated damages but which shall not limit the right of the Seller to enforce any other right or remedy against Buyer including an action to compel specific performance or damages in the event the deposit is not retained as liquidated damages.

3. Bill of Sale. The Seller agrees, at the time of closing and upon receipt of the balance due of the purchase price, to execute and deliver to the Buyer a Quit Claim Bill of Sale with no warranties or covenants to said public works equipment.
4. Condition. Buyer acknowledges that he and it has had the opportunity to inspect said public works equipment and that said property is to be conveyed in "AS IS, WHERE IS, AND WITH ALL FAULTS" unrepaired and without any express or implied warranties of any kind or nature.
5. Closing. The closing shall take place at the Readfield Town Office, 8 Old Kents Hill Road, Readfield, Maine on or before 5:00 p.m. on or before October 27, 2011 or any such other date, time, and place as the parties mutually agree upon in writing.

6. Risk of Loss. The risk of loss or damage to the Property by fire or otherwise until closing and the delivery of a deed shall be with the Seller.

7. Possession. Buyer shall only be entitled to possession at closing.

8. Brokers. Seller and Buyer agree that there is no public works equipment broker involved in this transaction, and that no one is due a commission in conjunction with the sale or purchase of the Property.

9. Non-reliance; Construction. Buyer acknowledges that Buyer has not relied upon any oral or written representations of any employee, agent, or attorney for Seller not expressly set forth in this Agreement as a basis for Buyer's decision to execute this Agreement. In express recognition thereof, Buyer agrees that in the event of any ambiguity as to the meaning or intent of the terms or obligations set forth herein, or any documents executed in connection herewith, such ambiguous term or provision shall not be construed more favorably to one party than to another.

10. Limitation on Buyer Damages. Buyer agrees that in any dispute or action arising out of this Agreement, or the matters described herein, the damages to which Buyer may be due at any time and as against Seller for any reason shall under no circumstances include any claim for punitive damages, lost profits or investment opportunities, or attorney's fees.

11. Waiver of Jury Trial. Buyer agrees that in the event of any dispute as between Buyer and Seller and relating to the subject matter of the Agreement, or the property hereby contemplated to be transferred by Seller to Buyer, such dispute shall be tried before a single Justice of Superior Court in Kennebec County sitting without a jury.

12. Assignment. This contract, and the terms and conditions of this contract, shall not be assigned by the Buyer, without the express written consent of the Seller.

13. Entire Agreement. This Instrument, and all exhibits/attachments incorporated into this Instrument, constitutes the entire Agreement between Seller and Buyer concerning the purchase and sale of the Property. Seller and Buyer shall not be bound by any terms, conditions, statements or representations, oral or written, not contained herein. Seller and Buyer hereby acknowledge that in executing this Agreement they have not been induced, persuaded or motivated by any promise or representation made by any other party, unless expressly set forth herein. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by Seller and Buyer.

15. Effect of Contract. All of the provisions of this Agreement shall extend to, inure to the benefit of, and be binding on the respective successors and assigns of Seller and Buyer.

16. Applicable Law. This Agreement shall be enforced and construed in accordance with the laws of the State of Maine.

17. Notice. Any and all notices required under this Agreement or determined by the parties to be advisable during the pendency of this Agreement shall be forward by the noticing party to all

other parties to this Agreement by overnight delivery service or United States certified mail, return receipt requested, to the following addresses:

In the case of the Buyer to: as listed on the first page of this Agreement

In the case of the Seller to: Stefan Pakulski, Town Manager
Town of Readfield
8 Old Kents Hill Road
Readfield, ME 04355

18. Disclaimer: Please read this Purchase and Sale Agreement carefully. Neither Seller nor any agent or their respective agents, employees, managers, selectmen or attorneys, make any warranties or representations of any kind to Buyer. Further, none of such persons offer any advice to you as to any respect of the arrangement reflected by, or contemplated by, the foregoing. The Property is used. Upon acceptance of the Bill of Sale Buyer releases all claims of any and every kind. Buyer assumes all taxes due for any transfer and all other expenses of every kind and nature.

19. Time of Essence. As used herein, time is of the essence in this Agreement.

In Witness Whereof, the Seller and Buyer have executed this Agreement in duplicate as of the day and year first written above.

Inhabitants of the Town of Readfield

By: Stefan Pakulski
Stefan Pakulski, Town Manager
Town of Readfield

Taxpayer ID No.

[Signature]
Witness

[Signature]
Witness

[Signature]
Buyer

Buyer SS#/Taxpayer ID No.

BILL OF SALE

NOW COMES The Inhabitants of the Town of Readfield ("Transferor"), and hereby releases unto SLH LLC ("Transferee") the following for and in consideration of the sum of Sixty Thousand Dollars (\$60,000.00) the sufficiency of which is acknowledged:

All equipment set forth on Exhibit A (collectively, the "Personal Property").

Transferor conveys and Transferee accepts the Personal Property in "as is" condition.

Transferor: Inhabitants of the Town of Readfield

By: 
Stefan Pakulski, Town Manager

Taxpayer ID No.

Transferee:

By: 
Scott Horne, SLH LLC

SS#/Taxpayer ID No.

Exhibit A

1993 Volvo truck with plow, wing, dump body and stainless sander Vin: 4V2JABRE5PR817916, White, Volvo, Orange/Black, Diesel	\$12,000
1994 Ford L 9000 with plow, wing, dump body and stainless sander Vin: 1FDYK90X3RVA05882, Red, Diesel	\$ 7,000
1995 GMC Top Kick with plow, wing and frame mounted stainless sander, Vin: 1GDP7HJ2SJ525733, Brown, Gas	\$ 6,000
1990 Chevrolet Kodiak with plow, wing and frame mounted sander Vin: 1GBP7D1Y3LV100806, Chev, CC7D04, Yellow, Diesel	\$ 2,000
1990 Ford L 7000SE with dump body Vin: 1FDWR72P2LVA26590, Ford, 7000SE, Red, Gas,	\$ 3,000
2002 Ford F 550 with plow, wing and side dump body Vin: 1FDAF57F62EA91416, Ford, F550, Red, Diesel,	\$ 3,000
2002 GMC Sierra, 2500, ¾ ton, 4 X 4, 8 foot bed, with plow Vin: 1FTHK24U52E144137, GMC 2500, Green, Gas	\$ 4,000
1984 Galion 500 T road grader with double wings Vin: S500EGDF11014, Galion Grader, S500E, White, Diesel	\$15,000
Assorted spare parts, selected plows, cutting edges, and shop equipment	\$ 8,000

Cash Receipting - Check Report

All Banks	Name	Check #	Amount	Receipt #
52-9166/2.112	Home Construction	704638	60,000.00	2691
TriCoop.Fd			60,000.00	
All Banks - Total:				

Handwritten signature

*TriCoop.Fd
Credit
UNION*

Cash:	0.00
Check:	60,000.00
Credit:	0.00
Other:	0.00
Total:	60,000.00

Handwritten initials



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355

Tel. (207) 685-4939 • Fax (207) 685-3420

Email: Readfield.finance@roadrunner.com

December 28, 2011

Sold to Robert Diplock, Assorted steel in sections of square tube, angle, iron and plate
For \$150.00

Teresa Shaw
Finance Officer
Town of Readfield

BILL OF SALE

NOW COMES The Inhabitants of the Town of Readfield ("Transferor"), and hereby releases unto Elmer Elvin ("Transferee") the following for and in consideration of the sum of Twenty Dollars (\$20.00) the sufficiency of which is acknowledged:

All material set forth collectively, as the "Personal Property":

Box of burlap bags

Transferor conveys and Transferee accepts the Personal Property in "as is" condition.

Transferor: Inhabitants of the Town of Readfield

By: _____
Stefan Pakulski, Town Manager

Taxpayer ID No.

Transferee:

By: _____
Elmer Elvin

SS#/Taxpayer ID No.

BILL OF SALE

NOW COMES The Inhabitants of the Town of Readfield ("Transferor"), and hereby releases unto James Simmons ("Transferee") the following for and in consideration of the sum of Five Hundred Dollars (\$500.00) the sufficiency of which is acknowledged:

All equipment set forth collectively, as the "Personal Property":

1996 Custom Trailer, Yellow/Orange, Equipment Trailer, double axle

Vin: 1YB491863T1B1T164

Transferor conveys and Transferee accepts the Personal Property in "as is" condition.

Transferor: Inhabitants of the Town of Readfield

By: _____
Stefan Pakulski, Town Manager

Taxpayer ID No.

Transferee:

By: _____
James Simmons

SS#/Taxpayer ID No.

**PUBLIC WORKS EQUIPMENT
PURCHASE AND SALE AGREEMENT**

This Agreement dated this 26th day of October, 2011, is made by and between The Inhabitants of the Town of Readfield, a Maine municipal corporation, with principal offices in Readfield, Kennebec County, Maine (hereinafter referred to as "Seller") and

(Name) Seth Hagar, Hagar Entreprises, Inc.

(Address) 52 Biscay Road, Damariscotta, ME. 04543

(Telephone) 563-8588, fax 563-8468

(Tax ID #) _____

County of Lincoln and State of Maine, hereinafter referred to as "Buyer".

In Consideration of the mutual covenants and agreements contained herein, the Seller and Buyer agree as follows:

1. Purchase and Sale. The Seller agrees to sell and the buyer agrees to buy, on the terms and conditions herein set forth, public works equipment described in Exhibit A, a copy of which is attached hereto and made part hereof hereafter "Property"

2. Purchase Price. The purchase price for the Property shall be One Hundred Eighty Thousand Dollars (\$180,000) which shall be paid by the Buyer to the Seller at the time of closing in cash, certified check, or bank check.

Should Buyer fail to tender the payment due at closing and on or before the Closing Deadline; Any deposit from Buyer may be retained at the option of Seller as liquidated damages but which shall not limit the right of the Seller to enforce any other right or remedy against Buyer including an action to compel specific performance or damages in the event the deposit is not retained as liquidated damages.

3. Bill of Sale. The Seller agrees, at the time of closing and upon receipt of the balance due of the purchase price, to execute and deliver to the Buyer a Quit Claim Bill of Sale with no warranties or covenants to said public works equipment.

4. Condition. Buyer acknowledges that he and it has had the opportunity to inspect said public works equipment and that said property is to be conveyed in "AS IS, WHERE IS, AND WITH ALL FAULTS" unrepaired and without any express or implied warranties of any kind or nature.

5. Closing. The closing shall take place at the Readfield Town Office, 8 Old Kents Hill Road, Readfield, Maine on or before 5:00 p.m. on or before October 28, 2011 or any such other date, time, and place as the parties mutually agree upon in writing.

6. Risk of Loss. The risk of loss or damage to the Property by fire or otherwise until closing and the delivery of a deed shall be with the Seller.

7. Possession. Buyer shall only be entitled to possession at closing.

8. Brokers. Seller and Buyer agree that there is no public works equipment broker involved in this transaction, and that no one is due a commission in conjunction with the sale or purchase of the Property.

9. Non-reliance; Construction. Buyer acknowledges that Buyer has not relied upon any oral or written representations of any employee, agent, or attorney for Seller not expressly set forth in this Agreement as a basis for Buyer's decision to execute this Agreement. In express recognition thereof, Buyer agrees that in the event of any ambiguity as to the meaning or intent of the terms or obligations set forth herein, or any documents executed in connection herewith, such ambiguous term or provision shall not be construed more favorably to one party than to another.

10. Limitation on Buyer Damages. Buyer agrees that in any dispute or action arising out of this Agreement, or the matters described herein, the damages to which Buyer may be due at any time and as against Seller for any reason shall under no circumstances include any claim for punitive damages, lost profits or investment opportunities, or attorney's fees.

11. Waiver of Jury Trial. Buyer agrees that in the event of any dispute as between Buyer and Seller and relating to the subject matter of the Agreement, or the property hereby contemplated to be transferred by Seller to Buyer, such dispute shall be tried before a single Justice of Superior Court in Kennebec County sitting without a jury.

12. Assignment. This contract, and the terms and conditions of this contract, shall not be assigned by the Buyer, without the express written consent of the Seller.

13. Entire Agreement. This Instrument, and all exhibits/attachments incorporated into this Instrument, constitutes the entire Agreement between Seller and Buyer concerning the purchase and sale of the Property. Seller and Buyer shall not be bound by any terms, conditions, statements or representations, oral or written, not contained herein. Seller and Buyer hereby acknowledge that in executing this Agreement they have not been induced, persuaded or motivated by any promise or representation made by any other party, unless expressly set forth herein. No modification of this Agreement shall be valid or binding unless such modification is in writing, duly dated and signed by Seller and Buyer.

15. Effect of Contract. All of the provisions of this Agreement shall extend to, inure to the benefit of, and be binding on the respective successors and assigns of Seller and Buyer.

16. Applicable Law. This Agreement shall be enforced and construed in accordance with the laws of the State of Maine.

17. Notice. Any and all notices required under this Agreement or determined by the parties to be advisable during the pendency of this Agreement shall be forward by the noticing party to all

other parties to this Agreement by overnight delivery service or United States certified mail, return receipt requested, to the following addresses:

In the case of the Buyer to: as listed on the first page of this Agreement

In the case of the Seller to: Stefan Pakulski, Town Manager
Town of Readfield
8 Old Kents Hill Road
Readfield, ME 04355

18. Disclaimer: Please read this Purchase and Sale Agreement carefully. Neither Seller nor any agent or their respective agents, employees, managers, selectmen or attorneys, make any warranties or representations of any kind to Buyer. Further, none of such persons offer any advice to you as to any respect of the arrangement reflected by, or contemplated by, the foregoing. The Property is used. Upon acceptance of the Bill of Sale Buyer releases all claims of any and every kind. Buyer assumes all taxes due for any transfer and all other expenses of every kind and nature.

19. Time of Essence. As used herein, time is of the essence in this Agreement.

In Witness Whereof, the Seller and Buyer have executed this Agreement in duplicate as of the day and year first written above.

Inhabitants of the Town of Readfield

By: _____
Stefan Pakulski, Town Manager
Town of Readfield

Taxpayer ID No.

Witness

Witness

Buyer

Buyer SS#/Taxpayer ID No.

Exhibit A

2010 International 7400 with plow, wing, dump body, stainless sander
Vin: 1HTWDAAR2AJ244099, Red, Diesel

PLATE: 422021

2010 International 7400 with plow, wing, dump body, stainless sander
Vin: 1HTWDAAR5AJ215731, Red, Diesel

PLATE: 422020

BILL OF SALE

NOW COMES The Inhabitants of the Town of Readfield ("Transferor"), and hereby releases unto IFFAT Traders of Faisalabad, Pakistan ("Transferee") the following for and in consideration of the sum of Twenty-six Thousand Dollars (\$26,000.00) the sufficiency of which is acknowledged:

All equipment set forth (collectively, the "Personal Property"):

1994 John Deere 595 D rubber-tired hydraulic excavator, digging bucket and clean-out bucket
Vin: 77595DX001453

Transferor conveys and Transferee accepts the Personal Property in "as is" condition.

Transferor: Inhabitants of the Town of Readfield

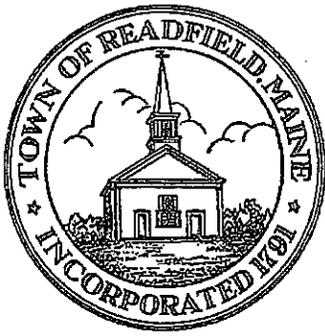
By: _____
Stefan Pakulski, Town Manager

Taxpayer ID No.

Transferee:

By: _____
Aqeel Akram, IFFAT Traders
203-B Gulberg
Faisalabad, Pakistan

SS#/Taxpayer ID No.



TOWN OF READFIELD

8 OLD KENTS HILL ROAD ° READFIELD, MAINE 04355
Tel. (207) 685-4939 ° Fax (207) 685-3420
Email: Readfield.finance@roadrunner.com

December 29, 2011

Sold to Nitram Excavation, Inc
Dust Pan Plows (2,4 and 5) for \$500 each equal **\$1,500.00**
11 foot wing with arms for **\$500.00**
2 push arms (round) for \$50.00 equals **\$100.00**
Hydraulic Ram for **\$75.00**

Total Sale \$2175.00

Teresa Shaw
Finance Officer
Town of Readfield



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355
Tel. (207) 685-4939 • Fax (207) 685-3420
Email: Readfield.finance@roadrunner.com

February 6, 2012

Sold to John Theberge

1 Dust Pan Plow (sp #3) for \$400.00
Where is, as is.

Total Sale \$400.00

Stefan Pakulski
Town Manager
Town of Readfield

John Theberge

BILL OF SALE

NOW COMES The Inhabitants of the Town of Readfield ("Transferor"), and hereby releases unto Haggan Enterprises of Farmington, Maine ("Transferee") the following for and in consideration of the sum of Forty-two Thousand Five Hundred Dollars (\$42,500.00) the sufficiency of which is acknowledged:

All equipment set forth (collectively, the "Personal Property"):

1999 Cat IT28 G front-end loader with front bucket
Vin: 8CR1705

Transferor conveys and Transferee accepts the Personal Property in "as is" condition.

Transferor: Inhabitants of the Town of Readfield

By: _____
Stefan Pakulski, Town Manager

Transferee:

By: _____
Butch Haggan
Haggan Enterprises
510 Wilton Rd.
Farmington, ME.



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355
Tel. (207) 685-4939 • Fax (207) 685-3420
Email: Readfield.finance@roadrunner.com

March 7, 2012

Bill of Sale

NOW COMES the inhabitants of the Town of Readfield (“Transferor”), and hereby releases unto Steve Wight (“transferee”) the following for and in consideration of the sum of One Thousand Five Hundred Dollars (\$1,500.00) the sufficiency of which is acknowledged:

One Fisher Minute Mount Plow (collectively, the “Personal Property”) \$1000.00

One GMC 6500, 427 Cubic inch big block Motor, No fuel tank (collectively, the “Personal Property”) \$500.00

Transferor conveys and Transferee accepts the Personal Property in “as is” condition.

Transferor: Inhabitants of the Town of Readfield

By: _____
Teresa A Shaw, Finance Officer

Federal Tax ID No

Transferee:

By: _____
Steve Wight

SS#/Taxpayer ID No. _____



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355
Tel. (207) 685-4939 • Fax (207) 685-3420
Email: Readfield.finance@roadrunner.com

March 20, 2012

Bill of Sale

NOW COMES the inhabitants of the Town of Readfield ("Transferor"), and hereby releases unto Steve Wight ("transferee") the following for and in consideration of the sum of Two Hundred Forty Dollars (\$240.00) the sufficiency of which is acknowledged:

1989 Homemade Trailer, Black, Utility,

Transferor conveys and Transferee accepts the Personal Property in "as is" condition.

Transferor: Inhabitants of the Town of Readfield

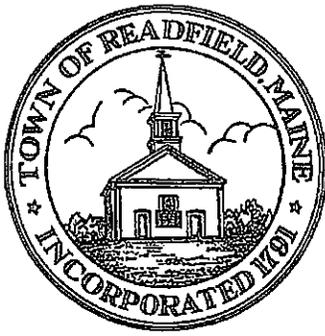
By: _____
Stefan Pakulski, Town Manager

Federal Tax ID No.

Transferee:

By: _____
Glen Hawes

SS#/Taxpayer ID No _____



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355
Tel. (207) 685-4939 • Fax (207) 685-3420
Email: Readfield.finance@roadrunner.com

March 22, 2012

Bill of Sale

NOW COMES the inhabitants of the Town of Readfield (“Transferor”), and hereby releases unto Troy Bean (“transferee”) the following for and in consideration of the sum of Fifty Dollars (\$50.00) the sufficiency of which is acknowledged:

1 dump truck hot-top paving extension or paving skirt

Transferor conveys and Transferee accepts the Personal Property in “as is” condition.

Transferor: Inhabitants of the Town of Readfield

By: _____
Stefan Pakulski, Town Manager

Federal Tax ID No. _____

Transferee:

By: _____
Troy Bean

SS#/Taxpayer ID No. _____

Current Account Status

R 60-6040 Rds & Drain - Sale of Equi

0.00 = Budget
0.00 = Bud Adj

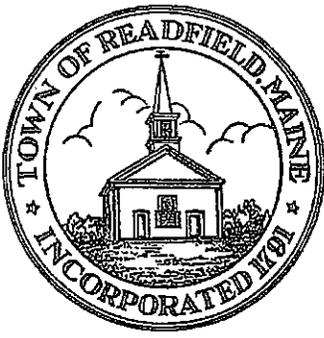
-3,700.00 = YTD Net

-3,700.00 = Balance

Per	Jrnl	Check	Date	Vendor-----	Description-----	RCB / Type	Debits	Credits
09	0146		09/18/12		09/18/2012 C/R Pave Saw	R CR	0.00	700.00
11	0256		11/27/12		CJE J# 246 Rourke Hay Blo	R GJ	0.00	2,000.00
03	0437		03/20/13		CJE J#17 Ellis Pit Cmpctr	R GJ	0.00	1,000.00
Totals-							0.00	3,700.00

Monthly Summary

Month	--Regular Entries--		--Budget Entries--	
	Debits	Credits	Debits	Credits
September	0.00	700.00	0.00	0.00
November	0.00	2,000.00	0.00	0.00
March	0.00	1,000.00	0.00	0.00
Totals	0.00	3,700.00	0.00	0.00



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355
Tel. (207) 685-4939 • Fax (207) 685-3420
Email: Readfield.finance@roadrunner.com

September 18, 2012

Bill of Sale

NOW COMES the inhabitants of the Town of Readfield ("Transferor"), and hereby releases unto William Rogers of 531 Northern Avenue, Farmingdale, Maine ("transferee") the following for and in consideration of the sum of Seven Hundred Dollars (\$700.00) the sufficiency of which is acknowledged:

Sidewinder 62A Multiquip concrete and pavement saw.

Transferor conveys and Transferee accepts the Personal Property in "as is" condition.

Transferor: Inhabitants of the Town of Readfield

By: _____
Stefan Pakulski

Federal Tax ID No.

Transferee:

By: _____
William Rogers

SS#/Taxpayer ID No. _____

COPY

BILL OF SALE

NOW COMES The Inhabitants of the Town of Readfield ("Transferor"), and hereby releases unto Rourke Construction, Inc. of Readfield, Maine ("Transferee") the following for and in consideration of the sum of Two Thousand Dollars (\$2,000.00) the sufficiency of which is acknowledged:

All equipment set forth (collectively, the "Personal Property"):

TGM tailgate mulcher with 18 hp Kohler engine

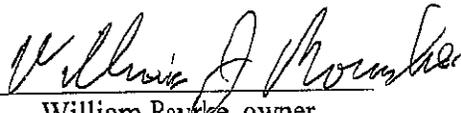
Transferor conveys and Transferee accepts the Personal Property in "as is" condition.

Transferor: Inhabitants of the Town of Readfield

By: 
Stefan Pakulski, Town Manager

Date: November 19, 2012

Transferee:

By: 
William Rourke, owner
Rourke Construction Inc.
310 South Rd.
Readfield, ME. 04355



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355
Tel. (207) 685-4939 • Fax (207) 685-3420
Email: Readfield.finance@roadrunner.com

July 16, 2012

Bill of Sale

NOW COMES the inhabitants of the Town of Readfield (“Transferor”), and hereby releases unto Ellis Construction (“transferee”) the following for and in consideration of the sum of One thousand Dollars (\$1000.00) the sufficiency of which is acknowledged:

Plate compactor w/ Honda engine and water tank MC88 200lb

Transferor conveys and Transferee accepts the Personal Property in “as is” condition.

Transferor: Inhabitants of the Town of Readfield

By: _____
Teresa Shaw, Finance Officer

Federal Tax ID No.

Transferee:

By: _____
Ellis Construction

SS#/Taxpayer ID No. _____

Receipt Search Report

Actual Date = 06/14/2012, Name = Bowen

Actual Date	Trans Time	Receipt	Type	Teller	Name	Account	Ref/Acct	Amount
06/14/2012	09:27:03	7403	043	TAS	Bowen Scott		APRON	50.00
						R 10-1090		50.00

Total:	50.00
Cash:	0.00
Check:	0.00
Credit:	0.00



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355
Tel. (207) 685-4939 • Fax (207) 685-3420
Email: Readfield.finance@roadrunner.com

June 14, 2012

Bill of Sale

NOW COMES the inhabitants of the Town of Readfield ("Transferor"), and hereby releases unto Scott and Misty Bowen ("transferees") the following for and in consideration of the sum of **Fifty Dollars (\$50.00)** the sufficiency of which is acknowledged:

1 dump truck hot-top paving extension or apron

Transferor conveys and Transferee accepts the Personal Property in "as is" condition.

Transferor: Inhabitants of the Town of Readfield

By: _____
Stefan Pakulski, Town Manager

Transferee:

By: _____
Misty Bowen

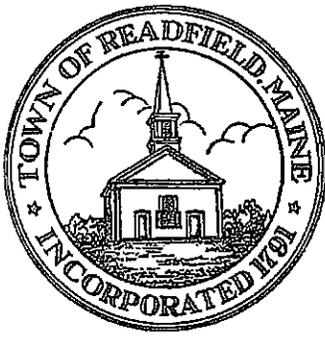
Receipt Search Report

Name = mark birtwell

Actual Trans Date	Trans Time	Receipt Type	Teller Name	Account	Ref/Acct	Amount
03/26/2012	14:24:56	5880 060	DPN Mark Birtwell	R 60-2020	MOWMOBIL	1,000.00
						1,000.00

Comment : mowmobile

Total:	1,000.00
Cash:	0.00
Check:	0.00
Credit:	0.00



TOWN OF READFIELD

8 OLD KENTS HILL ROAD • READFIELD, MAINE 04355
Tel. (207) 685-4939 • Fax (207) 685-3420
Email: Readfield@roadrunner.com

March 26, 2012

Bill of Sale

NOW COMES the inhabitants of the Town of Readfield ("Transferor"), and hereby releases unto Mark Birtwell ("transferee") the following for and in consideration of the sum of One Thousand Dollars (\$1000.00) the sufficiency of which is acknowledged:

1997 GMC Sierra, red one-ton pick-up, VIN: 1GDJC34R0VF027768

3 snowplow cutting edges

Transferor conveys and Transferee accepts the Personal Property in "as is" condition.

Transferor: Inhabitants of the Town of Readfield

By: _____
Stefan Pakulski, Town Manager

Federal Tax ID No.

Transferee:

By: _____
Mark Birtwell

SS#/Taxpayer ID No. _____

