

NEW BUSINESS

3-24-14

DECAS, MURRAY & DECAS

ATTORNEYS AT LAW

132 NORTH MAIN STREET • MIDDLEBORO • MASSACHUSETTS 02346 • (508) 947-4433

GEORGE C. DECAS (RETIRED)
DANIEL F. MURRAY, ESQUIRE
WILLIAM C. DECAS, ESQUIRE

PHONE: (508) 947-4433
FAX: (508) 947-7147

REPLY TO POST OFFICE BOX 201
MIDDLEBORO, MA 02346-0201
DECASMURRAYDECAS@YAHOO.COM

HAND DELIVER

March 12, 2014

Charles J. Cristello, Town Manager
Middleboro Town Hall
Nickerson Avenue
Middleboro, MA 02346

RE: Cross Street well site – Lucas/Craver purchase and sale agreements

Dear Charlie:

I enclose –

- Lucas/Craver purchase and sale agreement in duplicate original
- Lucas purchase and sale agreement in duplicate original

Please ask the Board of Selectmen to sign duplicate originals from both agreements. The Board should sign on page 4 and on page 2 of Attachment A of each original.

Then please return all originals to me.

Very truly yours,



Daniel F. Murray

DFM/k
T-1782
Encls.

PURCHASE AND SALE AGREEMENT

From the Office of:
Daniel F. Murray, Esquire
P.O. Box 201
Middleboro, MA 02346

This _____ day of _____, 2014
Robin L. Craver, P.O. Box 634, Webster, MA 01570 and Dorothy J. Lucas, 170 Everett Street,
Middleboro, MA 02346

1. PARTIES
AND MAILING
ADDRESSES

hereinafter called SELLER, agrees to SELL and Town of Middleborough, Town Hall, Nickerson Avenue,
Middleboro, MA 02346 hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms
hereinafter set forth, the following described premises:

2. DESCRIPTION
(include title
reference)

A vacant parcel of land: See DESCRIPTION in paragraph 35 of Attachment A attached hereto.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES
(fill in or delete)

~~Included in the sale as a part of said premises are the buildings, structures and improvements now thereon,
and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall to wall
carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen
doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges,
oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures,
garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates,
trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators,
dishwashers, washing machines and dryers; and~~

4. TITLE DEED
(fill-in)

*Include here by specific
references any restrict-
tions, easements, rights
and obligations in party
walls not included in (b),
leases, municipal and
other liens, other
encumbrances, and
make provision to protect
SELLER against
BUYER's breach of
SELLER's covenants in
leases, where necessary*

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the
nominee designated by the BUYER by written notice to the SELLER at least sevendays
before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record
and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of
such deed;
- (d) Any liens or municipal betterments assessed after the date of this agreement;
- (e) ~~Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or
materially interfere with the current use of said premises;~~

~~—*(f)~~

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the
deed in form adequate for recording or registration.

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient
to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed
all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE
(fill-in); space is
allowed to write
out the amounts
if desired

The agreed purchase price for said premises is Ten Thousand Dollars (\$10,000.00) of which \$10,000.00
is to be paid at the time of delivery of the deed by a check signed by the Town of Middleborough
Treasurer/Collector drawn on an account of the Town of Middleborough.

8. TIME FOR
PERFORMANCE;
DELIVERY OF
DEED

Such deed is to be delivered at 1:00 o'clock p.m. on the 29th day of April, 2014
at the Plymouth County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time
is of the essence of this agreement.

9. POSSESSION AND
CONDITION OF
PREMISE
*(attach a list of
exceptions, if any)*

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO
PERFECT TITLE
OR MAKE
PREMISES
CONFORM
*(Change period of
time if desired).*

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, ~~then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto, unless~~ the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

11. FAILURE TO
PERFECT TITLE
OR MAKE
PREMISES
CONFORM, etc.

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.

12. BUYER'S
ELECTION TO
ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either

- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF
DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF
MONEY TO
CLEAR TITLE

~~To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.~~

15. INSURANCE
*(Insert amount (list
additional types of
insurance and
amounts as agreed)*

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire & Extended Coverage	\$ NONE REQUIRED

16. ADJUSTMENTS
*(list operating
expenses, if any, or
attach schedule)*

~~Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))
A Broker's fee for professional services of ~~is due from the SELLER to~~ **The parties represent that no person is entitled to a broker's fee or commission on account of the sale under this agreement.**
~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the.~~
19. BROKER(S) WARRANTY
(fill in name)
The Broker(s) named herein and warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.
20. DEPOSIT
(fill in name)
All deposits made hereunder shall be held in escrow by ~~as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.~~
21. BUYER'S DEFAULT; DAMAGES
If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing
22. RELEASE BY HUSBAND OR WIFE
The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY
The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal of the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
(fill in) if none, state "none"; if any listed, indicate by whom each warranty or representation was made
The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):
26. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for in Offer to Purchase)
In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ _____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____ the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____.

27. CONSTRUCTION AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent or the parties to it.

28. LEAD PAINT LAW

~~The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.~~

~~The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.~~

30. CARBON MONOXIDE DETECTORS

~~For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 §26F 1/2 or that the Premises are otherwise exempted the Statute.~~

31. ADDITIONAL PROVISIONS

~~The initialed riders, if any, attached hereto, are incorporated herein by reference.~~

See attached ATTACHMENT A which is incorporated in this agreement.

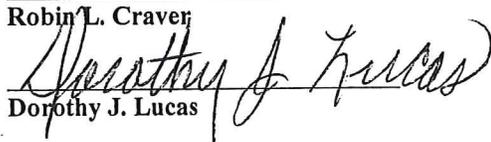
~~FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"~~

NOTICE This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER



Robin L. Craver



Dorothy J. Lucas

BUYER

Town of Middleborough

By:



Board of Selectmen

ATTACHMENT A

32. Seller agrees that the deed to Buyer pursuant to this agreement shall expressly convey all of Seller's right, title and interest in and to PARCEL-A as shown on the plan referred to in paragraph 35 of this agreement.

33. Buyer intends to make a confirmatory order of taking by eminent domain of the premises to be conveyed hereunder to Buyer. Seller hereby waives and releases all claims for damages with respect to said intended order of taking and agrees to accept payment under this agreement as full compensation for the premises and any damages which might arise out of said order of taking. The provisions of this paragraph shall survive performance of this agreement.

34. Buyer's performance of this agreement shall be contingent upon the following:

(a) Buyer entering into purchase and sale agreements to purchase the following described property in Middleborough, Massachusetts:

1. A parcel of land off Cross Street now or formerly owned by Alfred J. Gomes shown as PARCEL D on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 467,192 square feet (10.73 acres) and being part of the premises described in a deed recorded in the Plymouth County Registry of Deeds in Book 2582, Page 232. PARCEL D is believed to be owned by Dorothy Lucas;

2. A parcel of land off Cross Street now or formerly owned by Leo P. Nelson shown as PARCEL-B on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 23,707 square feet (0.54 acres) and being part of the premises described in a deed recorded in said Registry in Book 6526, Page 215;

3. A permanent access and utility easement over land on Cross Street now or formerly owned by Leo P. Nelson being part of the premises described in a deed recorded in said Registry in Book 6526, Page 215, said easement being shown as "Access and Utility Easement - 10,599 square feet" on the plan referred to in paragraph 35 of Attachment A of this agreement;

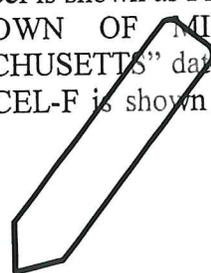
4. A temporary construction easement over land on Cross Street now or formerly owned by Leo P. Nelson abutting the permanent access and utility easement referred to in the above subparagraph 34(a)4; and

5. A parcel of land off Cross Street now or formerly of Brett DeBoyes and Lynn DeBoyes shown as Parcel-A on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 7685 square feet (0.18 acres).

6. A parcel of land off Cross Street now or formerly of Douglas F. Green shown as Parcel-C on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 69,546 square feet (1.60 acres).

(b) Approval by the Massachusetts Department of Environmental Protection of the property described in paragraph 35 of Attachment A of this agreement as a municipal well site.

35. DESCRIPTION: A parcel of land off Cross Street in Middleboro, Massachusetts containing 0.86 acres of land more or less and being part of Lot 3922 on Assessors Map 040 and being part of the land described in a deed recorded in the Plymouth County Registry of Deeds in Book 38878, Page 082. The parcel is shown as PARCEL-F on a plan entitled "PLAN OF LAND PREPARED FOR THE TOWN OF MIDDLEBOROUGH, CROSS STREET IN MIDDLEBOROUGH, MASSACHUSETTS" dated October 21, 2013 and prepared by Outback Engineering Incorporate. PARCEL-F is shown on the plan as containing 0.86 acres (37,591 square feet).



BUYER
Town of Middleborough

SELLER

Robin L. Craver
Dorothy J. Lucas

Dorothy J. Lucas

Board of Selectmen

PURCHASE AND SALE AGREEMENT

From the Office of:
Daniel F. Murray, Esquire
P.O. Box 201
Middleboro, MA 02346

This _____ day of _____, 2014
Dorothy J. Lucas, 170 Everett Street, Middleboro, MA 02346

1. PARTIES
AND MAILING
ADDRESSES

hereinafter called SELLER, agrees to SELL and Town of Middleborough, Town Hall, Nickerson Avenue, Middleboro, MA 02346 hereinafter called the BUYER OR PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION
(include title
reference)

A vacant parcel of land: See DESCRIPTION in paragraph 35 of Attachment A attached hereto.

3. BUILDINGS,
STRUCTURES,
IMPROVEMENTS,
FIXTURES
(fill in or delete)

~~Included in the sale as a part of said premises are the buildings, structures and improvements now thereon, and the fixtures belonging to the SELLER and used in connection therewith including, if any, all wall to wall carpeting, drapery rods, automatic garage door openers, Venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposers, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, ONLY IF BUILT IN, refrigerators, air conditioning equipment, ventilators, dishwashers, washing machines and dryers; and~~

4. TITLE DEED
(fill-in)
Include here by specific
references any restrict-
tions, easements, rights
and obligations in party
walls not included in (b),
leases, municipal and
other liens, other
encumbrances, and
make provision to protect
SELLER against
BUYER's breach of
SELLER's covenants in
leases, where necessary

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least sevendays before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens or municipal betterments assessed after the date of this agreement;
- (e) ~~Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or~~ materially interfere with the current use of said premises;

~~—*(f)~~

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED
TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE
(fill-in); space is
allowed to write
out the amounts
if desired

The agreed purchase price for said premises is Three Hundred Ten Thousand Dollars (\$310,000.00) of which Seventy Thousand Dollars (\$70,000.00) is to be paid at the time of delivery of the deed by a check signed by the Town of Middleborough Treasurer/Collector drawn on an account of the Town of Middleborough, and the balance of Two Hundred Forty Thousand Dollars (\$240,000.00) is to be paid by a promissory note as set forth in paragraph 36 of Attachment A attached hereto.

8. TIME FOR
PERFORMANCE;
DELIVERY OF
DEED

Such deed is to be delivered at 1:00 o'clock p.m. on the 29th day of April, 2014 at the Plymouth County Registry of Deeds, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.
18. BROKER'S FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s)) A Broker's fee for professional services of ~~is due from the SELLER to~~ The parties represent that no person is entitled to a broker's fee or commission on account of the sale under this agreement. ~~the Broker(s) herein, but if the SELLER pursuant to the terms of clause 21 hereof retains the deposits made hereunder by the BUYER, said Broker(s) shall be entitled to receive from the SELLER an amount equal to one-half the amount so retained or an amount equal to the Broker's fee for professional services according to this contract, whichever is the.~~
19. BROKER(S) WARRANTY
(fill in name) The Broker(s) named herein ~~and warrant(s) that the Broker(s) is (are) duly licensed as such by the Commonwealth of Massachusetts.~~
20. DEPOSIT
(fill in name) All deposits made hereunder shall be held in escrow by ~~as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.~~
21. BUYER'S DEFAULT; DAMAGES If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages unless within thirty days after the time for performance of this agreement or any extension hereof, the SELLER otherwise notifies the BUYER in writing
22. RELEASE BY HUSBAND OR WIFE The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. BROKER AS PARTY The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc. If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal of the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. WARRANTIES AND REPRESENTATIONS
(fill in) if none, state "none"; if any listed, indicate by whom each warranty or representation was made The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):
26. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for in Offer to Purchase) In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank or other institutional mortgage loan of \$ _____ at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a commitment for such loan cannot be obtained on or before _____ the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits a complete mortgage loan application conforming to the foregoing provisions on or before _____.

9. POSSESSION AND CONDITION OF PREMISE
(attach a list of exceptions, if any)
- Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM
(Change period of time if desired).
- If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, ~~then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto,~~ unless the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.
- If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE
- The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either
- (a) pay over or assign to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or
 - (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
13. ACCEPTANCE OF DEED
- The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE
- ~~To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.~~
15. INSURANCE
(Insert amount (list additional types of insurance and amounts as agreed))
- Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:
- | Type of Insurance | Amount of Coverage |
|------------------------------|--------------------|
| (a) Fire & Extended Coverage | \$ NONE REQUIRED |
16. ADJUSTMENTS
(list operating expenses, if any, or attach schedule)
- ~~Collected rents, mortgage interest, water and sewer use charges, operating expenses (if any) according to the schedule attached hereto or set forth below, and taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. Uncollected rents for the current rental period shall be apportioned if and when collected by either party.~~

27. CONSTRUCTION AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and ensures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent or the parties to it.

28. LEAD PAINT LAW

~~The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster or other material so as to make it inaccessible to children under six years of age.~~

~~The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors in conformity with applicable law.~~

30. CARBON MONOXIDE DETECTORS

~~For properties sold or conveyed after March 30, 2006, the Seller shall provide a certificate from the fire department of the city or town in which the premises are located, either in addition to or incorporated into the certificate described above, stating that the premises have been equipped with carbon monoxide detectors in compliance with M.G.L. c. 148 §26F 1/2 or that the Premises are otherwise exempted the Statute.~~

31. ADDITIONAL PROVISIONS

~~The initialed riders, if any, attached hereto, are incorporated herein by reference.~~

See attached ATTACHMENT A which is incorporated in this agreement.

~~FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"~~

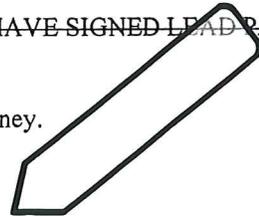
NOTICE This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER

Dorothy J. Lucas
Dorothy J. Lucas
Dorothy J. Lucas

BUYER

Town of Middleborough
By:



Board of Selectmen

ATTACHMENT A

32. Seller agrees that the deed to Buyer pursuant to this agreement shall expressly convey all of Seller's right, title and interest in and to PARCEL-A as shown on the plan referred to in paragraph 35 of this agreement.

33. Buyer intends to make a confirmatory order of taking by eminent domain of the premises to be conveyed hereunder to Buyer. Seller hereby waives and releases all claims for damages with respect to said intended order of taking and agrees to accept payment under this agreement as full compensation for the premises and any damages which might arise out of said order of taking. The provisions of this paragraph shall survive performance of this agreement.

34. Buyer's performance of this agreement shall be contingent upon the following:

(a) Buyer entering into purchase and sale agreements to purchase the following described property in Middleborough, Massachusetts:

1. A parcel of land off Cross Street now or formerly owned by Dorothy Lucas and Robin Craver shown as PARCEL-F on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 37,591 square feet (0.86 acres) and being part of the premises described in a deed recorded in said Registry in Book 38878, Page 82;

2. A parcel of land off Cross Street now or formerly owned by Leo P. Nelson shown as PARCEL-B on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 23,707 square feet (0.54 acres) and being part of the premises described in a deed recorded in said Registry in Book 6526, Page 215;

3. A permanent access and utility easement over land on Cross Street now or formerly owned by Leo P. Nelson being part of the premises described in a deed recorded in said Registry in Book 6526, Page 215, said easement being shown as "Access and Utility Easement - 10,599 square feet" on the plan referred to in paragraph 35 of Attachment A of this agreement;

4. A temporary construction easement over land on Cross Street now or formerly owned by Leo P. Nelson abutting the permanent access and utility easement referred to in the above subparagraph 34(a)4; and

5. A parcel of land off Cross Street now or formerly of Brett DeBoyes and Lynn DeBoyes shown as Parcel-A on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 7685 square feet (0.18 acres).

6. A parcel of land off Cross Street now or formerly of Douglas F. Green shown as Parcel-C on the plan referred to in paragraph 35 of Attachment A of this agreement, containing 69,546 square feet (1.60 acres).

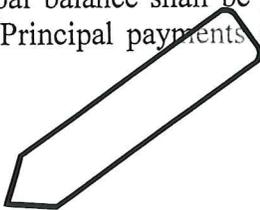
(b) Approval by the Massachusetts Department of Environmental Protection of the property described in paragraph 35 of Attachment A of this agreement as a municipal well site.

35. DESCRIPTION: A parcel of land off Cross Street in Middleboro, Massachusetts containing 10.73 acres of land more or less and being part of Lot 3922 on Assessors Map 040 and being part of the land described in a deed recorded in the Plymouth County Registry of Deeds in Book 2582, Page 232. The parcel is shown as PARCEL-D on a plan entitled "PLAN OF LAND PREPARED FOR THE TOWN OF MIDDLEBOROUGH, CROSS STREET IN MIDDLEBOROUGH, MASSACHUSETTS" dated October 21, 2013 and prepared by Outback Engineering Incorporate. PARCEL-D is shown on the plan as containing 10.73 acres (467,192 square feet).

36. Buyer shall pay Seller the balance of the purchase price (\$240,000.00) by a promissory note in the form of the note attached hereto as ATTACHMENT B. The note will be paid in fifteen equal annual installments of principal of \$16,000.00. The note shall be with interest at the rate of one percent (1%) per annum on the unpaid principal balance. Accrued interest on the unpaid principal balance shall be paid annually at the time for payment of the annual principal payments. Principal payments shall be paid starting on April 29, 2015 and annually thereafter.

BUYER
Town of Middleborough

SELLER




Dorothy J. Lucas

Board of Selectmen

ATTACHMENT B

Promissory Note

April 29, 2014

~~\$24,000.00~~
240,000.00

FOR VALUE RECEIVED, the **Town of Middleborough** promises to pay to **Dorothy J. Lucas** of Middleboro, Massachusetts, or order, the sum of Two Hundred Forty Thousand Dollars (\$240,000.00) in fifteen (15) years from this date with interest on the unpaid principal balance to be paid annually at the annual rate of one percent (1%) simple annual interest during the term, and for such further time as such principal sum, or any part thereof, shall remain unpaid. The principal shall be paid in fifteen (15) equal annual installments of Sixteen Thousand Dollars (\$16,000.00), the first such installment to be paid on April 29, 2015 and annually thereafter. Accrued interest on the unpaid principal balance shall be paid annually at the time for payment of installments of principal.

Signed in the presence of:

Signed and Sealed
Town of Middleborough
By:

Board of Selectmen

AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. BOX 1768
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

MEMORANDUM

Vote to
Refer back to
Planning

TO: Mr. Joseph M. Silva, Superintendent
Water Department

FROM: Richard S. Johnson, P.E.
Amory Engineers, P.C.

RE: Zoning Map Modifications

DATE: February 26, 2014

SUMMARY:

As you requested we have compiled the relevant information for the Mizaras and Cross Street well sites for placement onto the Town's Zoning Map. We understand that the Board of Selectmen will request action by the Planning Board in connection with the upcoming Town Meeting. We offer the following:

Mizaras Well – Zone II approved by MassDEP by letter of April 26, 2011
Pumping capacity of 457 gpm (0.658 mgd).

Action - Remove Interim 1,000 ft. radius currently shown on Zoning Map
Add WRPD Z1¹
Add WRPD Z2²
Add WRPD Z3³

Cross Street Well 2 – Zone II approved by MassDEP by letter of November 21, 2013
Pumping capacity of 317 gpm (0.456 mgd).

Action - Add WRPD Z1
Add WRPD Z2
Add WRPD Z3

Former Potential Well Site (off Tinkham Lane/Taunton Street) – no longer under consideration as a municipal well site

Action - Remove Interim 1,000 ft. radius currently shown on Zoning Map

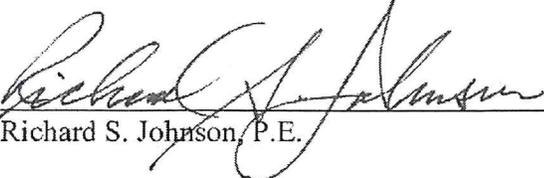
¹The four hundred (400') foot protective radius around a public water system well or well field which must be owned by the water supplier or controlled through a conservation restriction. WRPD Z1 is Zone I as defined in 310 CMR 22.0.

² The area of an aquifer which contributes water to a public well under the most severe pumping and recharge conditions that can be realistically anticipated [one hundred eighty (180) days of pumping at safe yield with no recharge from precipitation as defined in 310 CMR 22.00] WRPD Z2 is Zone II as defined in 310 CMR 22.00.

³The land area beyond the area of WRPD Z2 from which surface water and/or groundwater drain into WRPD Z2. WRPD Z3 is Zone III as defined in 310 CMR 22.00.

Memorandum
Mr. Joseph M. Silva
February 26, 2014
Page 2 of 2

The GIS "shape files" have been sent to Ms Ruth Geoffroy and Ms Tara Pirraglia. Please call me if you have any question.



Richard S. Johnson, P.E.

RSJ:rsj
cc: Mr. Charles Cristello
Ms. Ruth Geoffroy
Ms. Tara Pirraglia

AMORY ENGINEERS, P.C.

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DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

March 18, 2014

Mr. Charles J. Cristello, Town Manager
Town Hall, 10 Nickerson Avenue
Middleborough, MA 02346

Subject: **Vine Street - Watermain Pipe**

Dear Mr. Cristello:

Sealed bids for supply of watermain materials for the Vine Street Watermain Replacement project were opened on March 6, 2014. Six bids were received and are summarized on the enclosed Bid Tabulation. Vellano Corporation of West Bridgewater, MA, submitted the low bid in the total amount of \$99,260.11

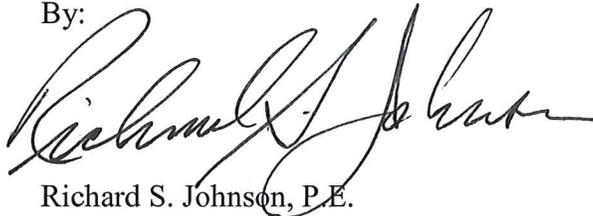
We are satisfied that Vellano Corporation has the experience and capability to complete the contract. We therefore recommend award of watermain materials supply contract to Vellano Corporation.

Please call if you have any question.

Very truly yours,

AMORY ENGINEERS, P.C.

By:



Richard S. Johnson, P.E.

rsj:RSJ
enc.
cc: Joseph Silva

AMORY ENGINEERS, P.C.

WATER WORKS • WATER RESOURCES • CIVIL WORKS

25 DEPOT STREET, P.O. Box 1768
DUXBURY, MASSACHUSETTS 02331-1768

TEL.: 781-934-0178 • FAX: 781-934-6499
WWW.AMORYENGINEERS.COM

Bid Summary

Vine Street – Supply of Watermain Pipe

Middleborough Water Department
Department of Public Works

Bid Opening March 6, 2014

<u>Bidder</u>	<u>Amount</u>
Vellano Corporation 3 Bert Drive, Units 8 & 9 W. Bridgewater, MA 02379	\$99,260.11
Ferguson Waterworks 2 Whitman Road Canton, MA 02021	109,678.00
E.J. Prescott, Inc. 159 Manley Street Brockton, MA 02301	109,919.62
HD Supply Waterworks 125 Stergis Way Dedham, MA 02026	110,074.02
John Hoadley & Sons, Inc. 672 Union Street Rockland, MA 02370	110,952.45
Water Works Supply Corp. 869 Eastern Ave. Malden, MA 02148	113,620.88



MIDDLEBOROUGH FIRE DEPARTMENT



LANCE M. BENJAMINO
Fire Chief

125 North Main Street
Middleborough, Massachusetts 02346

Tel: 508-946-2461
Fax: 508-946-2464

Board of Selectmen
Town of Middleborough
10 Nickerson Ave.
Middleborough, MA 02346

March 20, 2014

Honorable Board,

I respectfully request you award the Brush Truck bid to Firematic Supply Co., Inc. of 237 Sugar Road, Bolton, MA 01740 and sign the contract with said vendor. (Proposal Attached). Firematic meets the advertised bid specifications without exceptions and our budget.

In an effort to save money and maintain increased oversight of the project, I also request we exercise the "Optional Progress Payment Schedule".

Respectfully,

Lance Benjamino
Chief of Department

Town of Middleborough
Town Manager
Middleborough Town Hall
10 Nickerson Ave.
Middleborough, MA 02346

March 20, 2014

Firematic
PROPOSAL
FOR FURNISHING

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Firematic Mfg. Inc., at its home office in Shirley, New York, the unit(s) herein named and for the following prices:

One (1) Custom Brush Truck as per specifications and drawings213,925.00
Optional discount available for progress payments: (\$1500.00)
Total Contract with Discount Option Taken\$212,425.00

Optional Progress payment schedule:

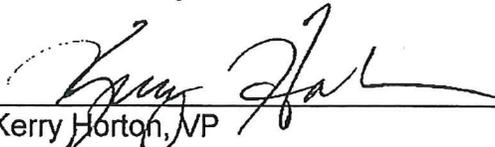
- Payment 1: 25% due with contract
- Payment 2: 25% due upon arrival of chassis at Firematic
- Payment 3: 25% due when truck is 75% complete
- Payment 4: 25% due upon completion and acceptance of the vehicle

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase and provided such alterations do not materially affect the cost of the construction of the apparatus.

Unless accepted within 60 days from date, the right is reserved to withdraw this proposition.

Firematic Mfg., Inc.

By :


Kerry Horton, VP



TOWN OF MIDDLEBOROUGH

INVITATION FOR BIDS

The Town of Middleborough acting by and through its Board of Selectmen is seeking sealed bids for a Custom Brush Truck for the Fire Department. Bid specifications applicable to this procurement and incorporated herein may be obtained at the Middleborough Fire Department, Central Station, 125 North Main Street, Middleborough, MA 02346, beginning March 3, 2014, Monday through Friday 7:00 AM to 4:00 PM. Bid procedures shall comply with Massachusetts General Law, Chapter 30B. Questions on the technical specification shall be directed to the Fire Chief or his designee during normal business hours at 508-946-2461.

All bids must be received in a sealed envelope clearly marked “**Custom Brush Truck**” at the Middleborough Town Manager’s Office located at the Middleborough Town Hall, 10 Nickerson Avenue, Middleborough, MA 02346 by 11:00 AM on Thursday, March 20, 2014, at which time the bids will be publicly opened and read aloud. A contract will be awarded to the responsible and responsive bidder offering the lowest price for the supply specified. The contract will be in a form and with content approved by the Board of Selectmen who shall have until April 24, 2014 to accept a bid and award a contract.

The Town reserves the right to waive any informality, to reject any or all bids or to cancel this Invitation for Bids if it is in the Town’s best interest to do so. Any bid received after the time and date specified shall not be considered.

Stephen J. McKinnon, Chairman
Allin Frawley, Vice Chairman
Ben Quelle
John M. Knowlton
Leilani Dalpe

TOWN OF MIDDLEBOROUGH
BOARD OF SELECTMEN

Jacqueline Shanley

From: Jane Kudcey
Sent: Wednesday, March 19, 2014 9:40 AM
To: Jacqueline Shanley
Cc: Charles Cristello
Subject: BOS meeting 3/24
Attachments: SRPEDD Bike Rack Designs.pdf

Hi Jackie,

Please put me on the BOS meeting for 2 items:

1) The OECD is requesting approval of an extension of the 2010 CDF Grant in order to continue the Program Income Emergency Housing Rehab Program until Sept 30, 2014. The housing rehab projects that were not heater related were delayed due to the abnormally cold weather. The projects are ready to proceed weather permitting.

Jackie, I don't have the attachment, I need to process the document from the State computer system, I'll have it by tomorrow, sorry.

2) Also, I would like to make an announcement that SRPEDD has allocated \$3,748.52 for bike racks (see attached). The OECD is seeking input from the BOS on preferred design and suggested locations, which must be on Town Owned Property.

Thanks,

Jane

EXTENSION REQUEST PAGE

CDF I-G-2010-Middleborough-00630

Request Extension Date 9/30/2014

Justification

The Middleborough Office of Economic and Community Development is requesting an extension of our FY2010 Community Development Fund 1 grant that ends March 31, 2014 until September 30, 2014. The OECD is requesting an extension in order to continue access to Program Income funds to continue the Program Income Housing Rehab program. There was a delay in four non-heater related projects due to the abnormally cold weather. All projects have been inspected by the Rehab Specialist and bidding will commence shortly. The OECD is requesting an extension to 9/30/2014 in order to allow sufficient time to complete these projects.

I certify under the terms and conditions of the contract with DHCD, that the Chief Elected Official has approved this contract modification. A signed copy of the form will be retained in our files and available upon request.

3/20/2014

Massachusetts Community Development Block Grant Program

Budget and Program Revision Form

Community/Grantee: Town of Middleborough	Original Award: \$911,590.00
Program Name/Year:	Revision #: P-number (program revision) B-number (budget revision) E-number (extensions)
Grant #: CDF I-G-2010-Middleborough-00630	
Contract End Date: 03/31/2014	Date Revision Submitted: 03/20/2014

This request is for the following change(s). Grantee check all "Requested" that apply; DHCD will initial those that are approved in the approved column

Grantee Requested	An X in the left column indicates the item is included by the Grantee, an X in the right hand column indicates DHCD approval of the item when the form is signed.	DHCD Approved
	Budget Amendment to increase the grant award to	
	Budget Revision for:	
	<ul style="list-style-type: none"> Change in administrative dollars Transfer of funds from construction to non-construction or vice versa Cumulative transfers among separately budgeted activities which exceed or are expected to exceed 10% of the approved grant award if the grant award exceeds \$100,000 	
X	Program Extension (to increase period of availability of funds/period of performance) to 9/30/2014	
	<ul style="list-style-type: none"> This extension will extend period of performance beyond the end of the term of the current grant agreement 	
	Program Revision for:	
	<ul style="list-style-type: none"> Revision in scope or effectiveness of a project/program design or significant change in the accomplishment of the national objective or beneficiaries to be served. Changes in key personnel For non-construction projects, contracting out or subgranting or otherwise obtaining services of a third party to perform activities which are central to the purposes of the award if not specified in the application or grant award Other, specify 	

This request is submitted and all relevant information specified on page 4 is provided in attachments. I understand that the revision or extension requested is not approved unless and until this form is countersigned as "approved" or "approved with revisions" by the Associate Director and returned to me.

Authorized Signature for Grantee:	Date / / Print Name & Title:
--	---

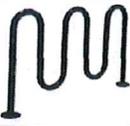
Program Rep. initial and date: _____ **Program manager signature and date:** _____

This request # _____ is _____ approved as requested
 _____ approved with the modifications shown on the _____ denied
 following pages numbered _____.

_____	Sandra L. Hawes, Associate Director, DCS
Authorized signature for Mass. CDBG	Print name, title, and date

SRPEDD Bicycle Parking Program Price List - 2014



Item Number	Item Description	Pricing Quantity	List Price	Discounted Price	
434-3008		Everest Series 3-Bike 2-3/8" Heavy Duty Wave Rack	1-2	\$134.00	\$127.30
			3-5	\$129.00	\$122.55
			6-10	\$123.00	\$116.85
			11+	\$117.00	\$111.15
434-3010		Everest Series 5-Bike 2-3/8" O.D. Heavy Duty Wave Rack	1-2	\$279.00	\$265.05
			3-5	\$269.00	\$255.55
			6-10	\$254.00	\$241.30
			11+	\$239.00	\$227.05
434-3012		Everest Series 7-Bike 2-3/8" Heavy Duty Wave Rack	1-2	\$349.00	\$331.55
			3-5	\$339.00	\$322.05
			6-10	\$324.00	\$307.80
			11+	\$299.00	\$284.05
434-3014		Everest Series 9-Bike 2-3/8" Heavy Duty Wave Rack	1-2	\$475.00	\$451.25
			3-5	\$465.00	\$441.75
			6-10	\$450.00	\$427.50
			11+	\$425.00	\$403.75
434-3016		Everest Series 11-Bike 2-3/8" Heavy Duty Wave Rack	1-2	\$569.00	\$540.55
			3-5	\$559.00	\$531.05
			6-10	\$544.00	\$516.80
			11+	\$515.00	\$489.25
145-1438		Loop Bike Rack	1-2	\$98.00	\$93.10
			3-5	\$96.04	\$91.24
			6-9	\$94.57	\$89.84
			10+	\$93.10	\$88.45
166-1294		5-Bike 2-3/8" O.D. Thermoplastic Coated Colored Wave Bike Rack	1-2	\$422.00	\$400.90
			3-5	\$413.56	\$392.88
			6-9	\$407.23	\$386.87
			10+	\$400.90	\$380.86
166-1296		7-Bike 2-3/8" Thermoplastic Coated Wave Bike Rack	1-2	\$505.00	\$479.75
			3-5	\$494.90	\$470.16
			6-9	\$487.33	\$462.96
			10+	\$479.75	\$455.76
166-1298		9-Bike 2-3/8" Thermoplastic Coated Wave Bike Rack	1-2	\$618.00	\$587.10
			3-5	\$605.64	\$575.36
			6-9	\$596.37	\$566.55
			10+	\$587.10	\$557.75
279-1001		Vintage U Bike Rack	1-2	\$420.00	\$399.00
			3-5	\$411.60	\$391.02
			6-9	\$405.30	\$385.04
			10+	\$399.00	\$379.05

For the full Park Catalog:
<http://www.theparkcatalog.com/assets/media/pdf/fullcatalog2014.pdf>

Warranty Information:
<https://www.theparkcatalog.com/assets/media/pdf/1yearwarranty.pdf>

Ordering Contact/Instructions:
 Trecia Demby, Government Sales Toll Free: 800-695-3503 x339; Phone: 561.620.7878 x339; Fax: 561.620.8668
 Email: Trecia@HighlandProductsGroup.com
 Please Contact Highland Products Group LLC directly for program pricing.