FINNERAN & NICHOLSON, P.C.

ATTORNEYS AND COUNSELORS AT LAW

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October 24, 2022

Salisbury Planning Board Attn: Daniel Ruiz, Assistant Planner 5 Beach Road Salisbury, MA 01952

Supplemental Information; 66 Elm Street, Salisbury RE:

Dear Daniel and Members of the Board,

I am writing on behalf of my client, Carlyn Capolupo, to provide the Board supplemental information requested at the last hearing for the above referenced Project. Attached please find:

- Traffic Management Plan provided by Millennium Engineering (please note this 1 plan will be filed with MassDot once the PB approves.)
- Drop off/Pick up schedule
- 3 Lighting information including lighting plan and light cut sheets
- 4 Emergency Action Plan
- 5 Lease for Additional Parking

Please call me with any comments or questions you may have. Thank you for your time and consideration in this matter,

Sincerely,

Finneran and

Douglas C. Deschenes



D-Series Size 0

LED Area Luminaire















Specifications

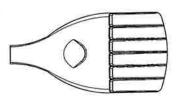
0.95 ft² EPA: (.09 m²) 26" Length: (66.0 cm)

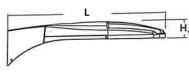
13" Width: (33.0 cm)

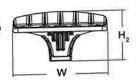
3" Height,: (7,62 cm)

7" Height,: (17.8 cm)

Weight 16 lbs (max): (7,25 kg)







Notes

Type

Introduction

The modern styling of the D-Series is striking yet unobtrusive - making a bold, progressive statement even as it blends seamlessly with its environment. The D-Series distills the benefits of the latest in LED technology into a high performance, high efficacy, long-life luminaire.

The outstanding photometric performance results in sites with excellent uniformity, greater pole spacing and lower power density. It is ideal for replacing up to 400W metal halide with typical energy savings of 70% and expected service life of over 100,000 hours.

Ordering Information

EXAMPLE: DSX0 LED P6 40K T3M MVOLT SPA NLTAIR2 PIRHN DDBXD

Series	LEOS	Color temperature	Distribution		Voltage		Mounting	
DSX0 LED	Forward optics P1 P5 P2 P6 P3 P7 P4 Rotated optics P10 ² P12 ² P11 ² P13 ^{1,2}	30K 3000 K 40K 4000 K 50K 5000 K	T1S Type I short (Automotive) T2S Type II short T2M Type II medium T3S Type III short T3M Type III medium T4M Type IV medium TFTM Forward throw medium T5VS Type V very short 3	T5S Type V short ³ T5M Type V medium ³ T5W Type V wide ³ BLC Backlight control ⁴ LCCO Left corner cutoff ⁴ RCCO Right corner cutoff ⁴	MVOLT XVOLT 1206 2086 2406 2776 3476 4806	(120V-277V) 5.6 (277V-480V) 7.8.9	Shipped include SPA RPA WBA SPUMBA RPUMBA Shipped separa KMA8 DDBXD U	Square pole mounting Round pole mounting ¹⁰ Wall bracket ³ Square pole universal mounting adaptor Round pole universal mounting adaptor

Control options			Other	options	Finish (control)		
Shipped installed NLTAIR2 nLight AIR generation 2 enabled ^{13,14} PIRHN Network, high/low motion/ambient sensor ¹⁵ PER NEMA twist-lock receptacle only (control ordered separate) ¹⁶ Five-pin receptacle only (control ordered separate) ^{16,17} Seven-pin receptacle only (leads exit fixture) (control ordered separate) ^{16,17} DMG 0-10V dimming extend out back of housing for external control (control ordered separate) ¹⁸	PIR PIRH PIR1FC3V PIRH1FC3V FAO	High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 5fc ^{19,20} High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 5fc ^{19,20} High/low, motion/ambient sensor, 8-15' mounting height, ambient sensor enabled at 1fc ^{19,20} High/low, motion/ambient sensor, 15-30' mounting height, ambient sensor enabled at 1fc ^{19,20} Field adjustable output ²¹	HS SF DF L90 R90 DDL HA BAA	House-side shield 22 Single fuse (120, 277, 347V) 6 Double fuse (208, 240, 480V) 6 Left rotated optics 2 Right rotated optics 2 Diffused drop lens 22 50°C ambient operations 1 Buy America(n) Act Compliant ped separately Bird spikes 23 External glare shield	DDBXD DBLXD DNAXD DWHXD DDBTXD DBLBXD DNATXD DWHGXD	Dark bronze Black Natural aluminum White Textured dark bronz Textured black Textured natural aluminum Textured white	

Ordering Information

Accessories

Ordered and shipped separately.

DLL127F 1.5 JU Photocell - SSL twist-lock (120-277V) 14 DLL347F 1,5 CUL JU Photocell - SSL twist-lock (347V) 14 DLL480F 1.5 CUL JU Photocell - SSL twist-lock (480V) 24 DSHORT SBK U Shorting cap 24 House-side shield for P1,P2,P3 and P4 22 DSXOHS 20CU

House-side shield for P10,P11,P12 and P13 23 DSXOHS 30CU House-side shield for P5,P6 and P7 22 DSXOHS 40C U Diffused drop lens (polycarbonate) 22 DSXODDL U

Square and round pole universal mounting PHMRA DDRXD II* bracket adaptor (specify finish) # Mast arm mounting bracket adaptor (specify finish) 12 KMAB DDBXO U

DSX0EGS (FINISH) U External glare shield

For more control options, visit DTL and ROAM online Link to ntight Air 2

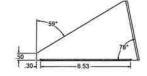
NOTES

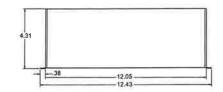
HA not available with P4, P7, and P13.
P10, P11, P12 and P13 and rotated options (L90 or R90) only available together.
Any Type 5 distribution with photocell, is not available with W8A.
Not available with H5 or DDL.
WOLT driver operates on any line voltage from 120-277V (50/60 Hz).
Single fuse (SF) requires 120V, 277V or 347V. Double fuse (DF) requires 208V, 240V or 480V. XVOLT not available with fusing (SF or DF).
XVOLT only suitable for use with P4, P7 and P13.
XVOLT only suitable for use with P4, P7 and P13.
XVOLT only suitable for use with P4, P7 and P13.
XVOLT not available with fusing (SF or DF) and not available with P1R, P1R1FC3V, P1R1FC3V, VXVOLT not available with fusing (SF or DF) and not available with P1R, P1R1FC3V, P1R1FC3V, VXVOLT not available with fusing (SF or DF) and not available with P1R, P1R1FC3V, VXVOLT not available with fusing (SF or DF) and not available with P1R, P1R1FC3V, P1R

12 13 14 15 16 17 18 19 20 21 22 23 24 25

EGS – External Glare Shield

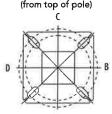




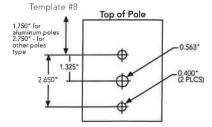


Drilling

HANDHOLE ORIENTATION



Handhole



Tenon Mounting Slipfitter

Ten on C.D.	Mounting	Single Unit	Z卓180	2.090	3 € 90	3 (€120	4 @ 90
2-3/8"	RPA	AS3-5 190	AS3-5 280	AS3-5 290	AS3-5 390	AS3-5 320	AS3-5 490
2-7/8"	RPA	AST25-190	AST25-280	AST25-290	AST25-390	AST25-320	AST25-490
4"	RPA	AST35-190	AST35-280	AST35-290	AST35-390	AST35-320	AST35-490

		-	m - m	Ţ			
Mounting Option	Onlling Template	Single	Z 🗢 180	24.90	3 @ 90	3 % 120	4 @ 90
Head Location		Side B	Side B & D	Side B & C	Side B, C & D	Round Pole Only	Side A, B, C & D
Drill Nomenclature	#8	DM19AS	DM28AS	DM29AS	DM39AS	DM32AS	DM49AS
DENSON EXCELLE			M	nimum Acceptable	Dutside Pole Dime	ension	
SPA	#8	2-7/8"	2-7/8"	3,5"	3.5"		3,5"
RPA	#8	2-7/8"	2-7/8"	3.5"	3.5**	3**	3,5"
SPUMBA	#5	2-7/8"	3"	4"	4"		4"
RPUMBA	#5	2-7/8"	3.5"	5*	5"	3.5"	5"

DSX0 Area Luminaire - EPA

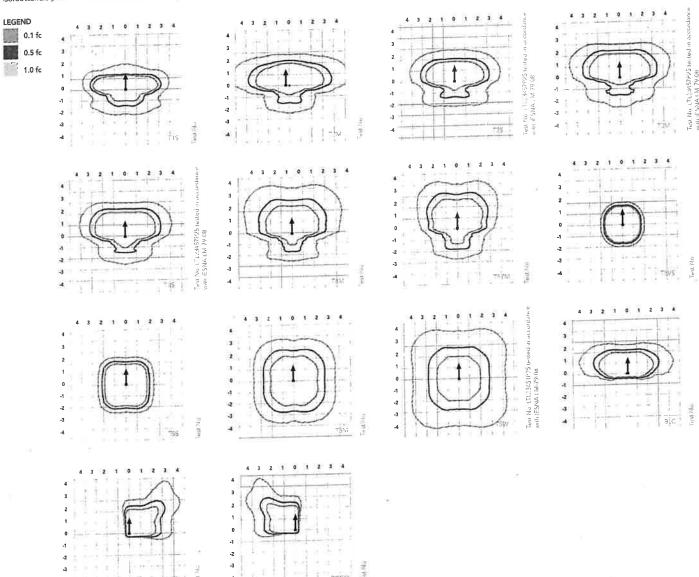
*Includes luminaire and integral mounting arm, Other tenons, arms, brackets or other accessories are not included in this EPA data

Fixture Quantity & Mounting Configuration	Single OM19	2 (a 180 04)26	2 at 90 DM29	3 9 90 DM39	3 € 120 DM32	4 @ 90 DM49
Mounting Type			₹			
DSX0 LED	0.950	1.900	1.830	2.850	2.850	3.544

Photometric Diagrams

To see complete photometric reports or download .ies files for this product, visit Lithonia Lighting's D-Series Area Size @ nomepage.

Isofootcandle plots for the DSX0 LED 40C 1000 40K, Distances are in units of mounting height (20'),



Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Ambi	ent	Lumen Multiplier
0℃	32°F	1.04
5℃	41°F	1.04
10°C	50°F	1.03
15°C	50°F	1.02
20℃	68°F	1.01
25℃	77°C	1.00
30°C	86°F	0.99
35°C	95°F	0.98
40°C	104°F	0.97

Projected LED Lumen Maintenance

Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA LM-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	Lumen Maintenance Factor
25,000	0.96
50,000	0.92
100,000	0.85

	11 - 1		or Default Setti	Tr. E.		
Option	Dimmed State	High Level (when triggered)	Phototcell Operation	Dwelf Time	Ramp-up Time	Ramp-down Time
PIR or PIRH	3V (37%) Output	10V (100%) Output	Enabled @ 5FC	5 min	3 sec	5 min
*PIR1FC3V or PIRH1FC3V	3V (37%) Output	10V (100%) Output	Enabled @ 1FC	5 mln	3 sec	5 mln

Electrical Load

Electrical	LOad				1000		Cutre	nt (A)		100
	Performance Padrage	LED Count	Drive Current	Wattage	120	208	240	277	347	480
	Pī	20	530	38	0.32	0.18	0.15	0.15	0.10	0.08
	P2	20	700	49	0.41	0,23	0.20	0.19	0.14	0.11
	P3	20	1050	71	0.60	0.37	0.32	0.27	0.21	0.15
Forward Optics (Non-Rotated)	P4	20	1400	92	0.77	0,45	0.39	0.35	0.28	0.20
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	P5	40	700	89	0,74	0.43	0.38	0.34	0.26	0.20
	P6	40	1050	134	1.13	0.65	0.55	0.48	0.39	0.29
	P7	40	1300	166	1.38	0.80	0.69	0.60	0.50	0.37
	P10	30	530	53	0.45	0.26	0.23	0.21	0.16	0.12
Rotated Optics	P11	30	700	72	0.60	0.35	0.30	0.27	0.20	0.16
(Requires L90 or R90)	P12	30	1050	104	0.88	0.50	0.44	0.39	0.31	0.23
	P13	30	1300	128	1.08	0.62	0.54	0.48	0.37	0.27

Controls Options

Nomendature	0escription	Functionality	Primary control device	Notes
FAO	Field adjustable output device installed inside the luminaire; wired to the driver dimming leads.	Allows the luminaire to be manually dimmed, effectively trimming the light output.	FAO device	Cannot be used with other controls options that need the 0-10V leads
DS	Drivers wired independently for 50/50 luminaire operation	The luminaire is wired to two separate circuits, allowing for 50/50 operation.	Independently wired drivers	Requires two separately switched circuits. Consider nLight AIR as a more cost effective all ernative.
PER5 or PER7	Twist-lock photocell receptacle	Compatible with standard twist-lock photocells for dusk to dawn operation, or advanced control nodes that provide 0–10V dimming signals.	Twist-lock photocells such as DLL Elite or advanced control nodes such as ROAM.	Pins 4 & 5 to dimming leads on driver, Pins 6 & 7 are capped inside luminaire
PiR or PIRH	Motion sensors with integral photocell. PIR for 8–15' mounting; PIRH for 15–30' mounting	Luminaires dim when no occupancy is detected.	Acuity Controls SBGR	Also available with PIRH1FC3V when the sensor photocell is used for dusk-to-dawn operation.
NLTAIR2 PIRHN	nLight AIR enabled luminaire for motion sensing, photocell and wireless communication.	Motion and ambient light sensing with group response. Scheduled dimming with motion sensor over-ride when wirelessly connected to the nLight Eclypse.	nLight Air rSDGR	nLight AIR sensors can be programmed and commissioned from the ground using the ClAIRity Pro app.



Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08, Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts, Contact factory for performance data on any configurations not shown here.

AACSTELL	Optics						30K	A POST OF			TORS	40X			5,0K (5000 K, 70 CRU					
wer	LED Count	Drive	System Watts	Disc.		and the second	000 K, 20 CF			Lumens	8 (40	00 H, 70 CR	8	LPW	kumens	8	U I	G	1.21	
drage		Corrent	Wells	Type	Lamens	8	U	6	(2//	4,706	1	0	1	124	4,766	1	0	1	12	
				T1S	4,369	1	0	_1_	115	4,701	1	0	1	124	4,761	1	0	1	12	
	1 1			T25	4,364	1	0	_1_	115	4,726	1	0	1	124	4,785	1	0	1	12	
	1			T2M	4,387	1	0	1_	112	4,577	1	0	1	120	4,634	1	0	1	12	
	1 1		·	T35	4,248	1	0	1	115	4,714	i	0	1	124	4,774	1	0	1	12	
	1 1			T3M	4,376	_1_	0			4,612	1	0	2	121	4,670	1	0	2	12	
	1			T4M	4,281	1	0	1	113	4,711	i	0	2	124	4,771	1	0	2	1	
	20	530	38W	TFTM	4,373	_1_	0	1	120	4,900	2	0	0	129	4,962	2	0	0	_1	
1	20	230	3044	TSVS	4,548	2	0	0	120	4,904	2	0	0	129	4,966	2	0	0	_1	
				TSS	4,552	2	0		120	4,891	3	0	1	129	4,953	3	0	1	1	
	1 1			T5M	4,541	3	0	1	120	4,929	3	0	2	130	4,992	3	0	2	1	
	1			TSW	4,576	3	0	2	94	3,863	1	0	1	102	3,912	1	0	1	1	
	1 1			BLC	3,586	1	0	11	70	2,874	i	0	2	76	2,911	1	0	2	1	
				rcc0	2,668	1	0	1	70	2,874	1	0	2	76	2,911	1	0	2		
	1 1			RCCO	2,668	_1_	0	1		6,001		0	1	122	6,077	2	0	2	1	
				TIS	5,570	1	0	1	114	5,994	1	0	2	122	6,070	2	0	2	1	
				T25	5,564	1	0	2	114		1	0	1	123	6,102	1	0	1	1	
				T2M	5,593	1	0	1	114	6,025	1	0	2	119	5,909	2	0	2	1	
	P 1			T35	5,417	1	0	2	111	5,835 6,011	1	0	2	123	6,087	1_	0	2		
				T3M	5,580	1	0	2	114		1	0	2	120	5,955	1	0	2	1.0	
	1 1			T4M	5,458	1	0	2	111	5,880	1	0	2	123	6,083	1	0	2		
	1 1	700	40)14	TFTM	5,576	1	0	2	114	6,007	2	0	0	127	6,327	2	0	0		
22	20	700	49W	TSVS	5,799	22	0	0	118	6,247	2	0	0	128	6,332	2	0	_1_		
			TSS	5,804	2	0	0	118	6,252	3	0	1	127	6,316	3	0	1			
			T5M	5,789	3	0	1	118	6,237	3	0	2	128	6,364	3	0	2			
			TSW	5,834	3	0	2	119	6,285	1	0	1	101	4,987	1	0	1			
			BLC	4,572	1	0	11	93	4,925		0	2	75	3,711	1	0	2			
				LCCO	3,402	-1	0	2_	69	3,665	1	0	2	75	3,711	1	0	2	1_	
				RCCO	3,402	- 1	0	2	69	3,665	1	0	2	119	8,545	2	0	2		
				T1S	7,833	2_	0	2	110	8,438	2	0	2	119	8,536	2	0	2	1 9	
	1 1			T25	7,825	2	0	2	110	8,429	2	0	2	119	8,580	2	0	2		
				T2M	7,865	2	0	2	111	8,473	2	0	2	116	8,309	2	0	2		
	1 1			T3S	7,617	2	0	2	107	8,205	2	0	2	119	8,559	2	0	2		
				T3M	7,846	2_	0	2	111	8,452		0	2	116	8,373	2	0	2		
	1			T4M	7,675	2	0	2	108	8,269	2	0	2	119	8,554	2	0	2		
				TFTM	7,841	2	0	2	110	8,447	2		0	124	8,896	3	0	0	+	
P3	20	1050	71W	TSVS	8,155	3	0	0	115	8,785	3	0	1	124	8,904	3	0	1	1	
				T5S	8,162	. 3	0	1	115	8,792	3	0	2	124	8,881	3	0	2	1	
	0			T5M	8,141	3	0	2	115	8,770	3	0	2	124	8,950	4	0	2		
	1			T5W	8,204	3	0	2	116	8,838	4	0	1 2	98	7,013	1	0	2		
				BLC	6,429	1	0	2	91	6,926	1	0	1-2	73	5,218	1	0	2		
				LCCO	4,784	1_1_	0	2	67	5,153	1	0	2	73	5,218	1	0	2		
				RCCO	4,784	1	0	2	67	5,153	1	0	2	115	10,681	2	0	2		
				T1S	9,791	2	0	2	106	10,547	2	0	2	115	10,669	2	0	2		
				T2S	9,780	2	0	2	106	10,536	2	0	2	115	10,724	2	0	2		
				T2M	9,831	2	0	2	107	10,590	2	0	2	111	10,386	2	0	2		
				T3S	9,521	2	0	2	103	10,256	2	0	2	115	10,698	2	0	2		
				T3M	9,807	2	0	2	107	10,565	2	0	3	112	10,466	2	0	3		
				T4M	9,594	2	0	2	104	10,335	2	0	2	115	10,692	2	0	2		
				TFTM	9,801	2	0	2	107	10,558	2	_	1	119	11,120	3	0	1		
P4	20	1400	92W	T5VS	10,193	3	0	1	111	10,981	3	0	1	119	11,129	3	0	1		
				TSS	10,201	3	0	1	111	10,990	3	0		119	11,101	4	0	2		
				T5M	10,176	4	0	2	111	10,962	4	0	3	120	11,186	4	0	3		
				T5W	10,254	4	0	3	111	11,047	4	0		94	8,766	1	0	2		
				BLC	8,036	1	0	2	87	8,656	1	0	2	70	6,523	1	0	3		
			11	0.00	5,979	1	0	2	65	6,441	1	0	2	//	4,323	-	0	3		



Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08, Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts, Contact factory for performance data on any configurations not shown here.

Power	LED Count	Drive	System	Dist.			30X 3000 K, 70 £	DII.			1	40K 1000 K, 70 C	ors				50K (d00 K, 78 C	RU			
Package	CED COURT	Current	Watts	Type	lumens	8		6	LPW	lumens	8	l u	6	l sew	Lumens	8	T (6	LPW		
	-	-		T1S	10,831	2	0	2	122	11,668	2	0	2	131	11,816	2	0	2	133		
				T25	10,820	2	0	2	122	11,656	2	0	2	131	11,803	2	0	2	133		
	1		-	TZM	10,876	2	0	2	122	11,736	2	0	2	132	11,864	2	0	2	13		
	1	0		T35	10.532	2	0	2	118	11,346	2	0	2	127	11,490	2	0	2	129		
	1			T3M	10,849	2	0	2	122	11,687	2	0	2	131	11,835	2	0	2	13.		
	1 1			T4M	10,613	2	0	3	119	11,434	2	0	3	128	11,578	2	0	3	13		
	1			TFTM	10,842	2	0	2	122	11.680	2	0	2	131	11,828	2	0	2	13		
P5	40	700	89W	TSVS	11,276	3	0	1	127	12,148	3	0	1	136	12,302	3	0	1	13		
	1 1			TSS	11,286	3	0	1	127	12,158	3	0	1	137	12,312	3	0	1	13		
			1	T5M	11,257	4	0	2	126	12,127	4	0	2	136	12,280	4	0	2	13		
				T5W	11,344	4	0	3	127	12,221	4	0	3	137	12,375	4	0	3	13		
	1			BLC	8,890	1	0	2	100	9,576	1	0	2	108	9,698	1	0	2	10		
	1 1			LCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	81		
				RCCO	6,615	1	0	3	74	7,126	1	0	3	80	7,216	1	0	3	8.		
		751137143		TIS	14,805	3	0	3	110	15,949	3	0	3	119	16,151	3	0	3	12		
	1 1			TZS	14,789	3	0	3	110	15,932	3	0	3	119	16,134	3	0	3	12		
				T2M		3	0	3	111	-	3	0	3	120	16,134	3	0	3	12		
	1 1				14,865	3	0		107	16,014	3	0	3	116		3	0	3	11		
			1	T3S T3M	14,396		0	3	-	15,509	-3	0	3	119	15,705 16,177	3	0	3	12		
					14,829 14,507	2		3	111	15,975				117		3	0	3	11		
		X		T4M TFTM		2	0	3	108	15,628	3	0	3	117	15,826	3	0	3	12		
P6	40	1050	134W	TSVS	14,820	2	0	3		15,965	3		3	124	16,167 16,815	4	0	1	12		
	1 1		1000				15,413	4		1	115	16,604		0	1				0	1	12
	्र			T5S T5M	15,426		0	1	115	16,618	4	0	1	124	16,828	4	0	2	12		
			1		15,387	4	0	2	115	16,576	4	0	2	124	16,786	4					
	1 1			TSW	15,506	4	0	3	116	16,704	4	0	3	125	16,915	4	0	3	12		
	i i		1	BLC	12,151	_1_	0	2	91	13,090	1	0	2	98	13,255	1	0	2	99		
	1	. 11	1	LCCO	9,041	1	0	- 3	67	9,740	11	0	3	73	9,863	1	0	3	74		
				RCCO	9,041	1	0	3	67	9,740	1	0	3	73	9,863	11	0	3	74		
				TIS	17,023	3	0	3	103	18,338	3	0	3	110	18,570	3	0	3	11		
			1	T2S	17,005	3	0	3	102	18,319	3	0	3	110	18,551	3	0	3	11		
	1		1	T2M	17,092	3	0	3	103	18,413	3	0	3	111	18,646	3	0	3	11		
			1	T3S	16,553	3	0	3	100	17,832	3	0	3	107	18,058	3	0	3	10		
	6 1	0.00		T3M	17,051	3	0	3	103	18,369	3	0	3	111	18,601	3	0	3	11		
			1	T4M	16,681	3	0-	3	100	17,969	3	0	3	108	18,197	3	0	3	11		
P7	40	1300	166W	TFTM	17,040	3	0	3	103	18,357	3	0	4	111	18,590	3	0	4	11		
				TSVS	17,723	4	0	1	107	19,092	4	0	1	115	19,334	4	0	1	11		
J.		1	ļ	TSS	17,737	4	0	2	107	19,108	4	0	2	115	19,349	4	0	2	11		
				T5M	17,692	4	0	2	107	19,059	4	0	2	115	19,301	4	0	2	11		
18				TSW	17,829	5	0	3	107	19,207	5	0	3	116	19,450	5	0	3	11		
- 1				BLC	13,971	2	0	2	84	15,051	2	0	2	91	15,241	2	0	2	92		
				LCCO	10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3	68		
				RCCO	10,396	1	0	3	63	11,199	1	0	3	67	11,341	1	0	3.	6		



Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factory for performance data on any configurations not shown here.

Rotated Optics Ones System Dist. (3000 2008)						THE REAL PROPERTY.					140	40K 50 K, 70 CRI			50X (5000 K, 70 CRI)								
WEI	LED Count	Drive	System Watts	The second second	-	and the second second	000 K, 30 CRI		Contr.	tumens	8 1	i I	6	LPW	Lomens	18	0	G	LPW				
regio.		Current	METER.	Type	Elimens	B		G	LPW		3	0	3	137	7,339	3	0	3	138				
				TIS	6,727	2	0	2	127	7,247	3	0	3	136	7,297	3	0	3	138				
			l j	T2S	6,689	3	0	3	126	7,205	3	0	3	138	7,428	3	0	3	140				
				T2M	6,809	3	0	3	128	7,336	3	0	3	134	7,183	3	0	3	136				
				T3S	6,585	3	0	3	124	7,094	3	0	3	138	7,424	3	0	3	140				
- 1				T3M	6,805	3	0	3	128	7,331	3	0	3	136	7,284	3	0	3	137				
				T4M	6,677	3	0	3	126	7,193	3	0	3	139	7,472	3	0	3	141				
			52111	TETM	6,850	3	0	3	129	7,379	3	0	0	140	7,525	3	0	0	147				
10	30	530	53W	TSVS	6,898	3	0	0	130	7,431	2	0	1	139	7,461	2	0	1	14				
- 1				TSS	6,840	2	0	1	129	7,368	3	0	2	139	7,460	3	0	2	14				
				T5M	6,838	3	0	1	129	7,366		0	2	138	7,393	3	0	2	139				
				TSW	6,777	3	0	2	128	7,300	3	0	2	114	6,137	2	0	2	110				
				BLC	5,626	2	0	2	106	6,060	2		2	82	4,383	1	0	2	83				
				LCCO	4,018	1	0	2	76	4,328	1	0	3	82	4,377	3	0	3	83				
				RCCO	4,013	3	0	3	76	4,323	3	0	3	129	9,376	3	0	3	13				
				T1S	8,594	3	0	3	119	9,258	3	0		128	9,322	3	0	3	12				
				T2S	8,545	3	0	3	119	9,205	3	0	3	130	9,490	3	0	3	13				
				T2M	8,699	3	0	3	121	9,371	3	0	3	126	9,177	3	0	3	12				
				T35	8,412	3	0	3	117	9,062	3	0	3	130	9,177	3	0	3	13				
				T3M	8,694	3	0	3	121	9,366	3	0	3		9,305	3	0	3	12				
				T4M	8,530	3	0	3	118	9,189	3	0	3	128	9,546	3	0	3	13				
				TFTM	8,750	3	0	3	122	9,427	3	0	3	131	9,613	3	0	0	13				
11	30	700	72W	TSVS	8,812	3	0	0	122	9,493	3	0	0	132		3	0	1	13				
				TSS	8,738	3	0	1	121	9,413	3	0	1	131	9,532	3	.0	2	13				
				T5M	8,736	3	0	2	121	9,411	3	0	2	131	9,530	4	0	2	13				
				TSW	8,657	4	0	2	120	9,326	4	0	2	130	9,444	3	0	3	10				
				BLC	7,187	3	0	3	100	7,742	3	0	3	108	7,840	-j-	0	2	7				
				LCCO	5,133	1	0	2	71	5,529	1	0	2	77	5,599	3	0	3	7				
					RCCO	5,126	3	0	3	71	5,522	3	0	3	77	5,592	3	0	3	1 12			
				TIS	12,149	3	0	3	117	13,088	3	0	3	126	13,253	4	1 0	4	1				
				T2S	12,079	4	0	4	116	13,012	4	0	4	125	13,177	3	0	3	1				
								T2M	12,297	3	0	3	118	13,247	3	0	3	127	13,415	4	0	4	1
			1	T35	11,891	4	0	4	114	12,810	4	0	4	123	12,972		0	4	1				
	1			T3M	12,290	3	0	3	118	13,239	4	0	4	127	13,407	4	0	4	1				
				T4M	12,058	4	0	4	116	12,990	4	0	4	125	13,154	4	0	4	1				
			}	TFTM	12,369	4	0	4	119	13,325	4	0	4	128	13,494		0	1	1				
712	30	1050	104W	the same of the same of	12,456	3	0	1	120	13,419	3	0	1	129	13,589	4_	0	1	1				
12				TSVS	12,351	3	0	1	119	13,306	3	0	1	128	13,474	3	0	2	1				
			1	TSS		4	0	2	119	13,303	4	0	2	128	13,471	4	0	3	1				
			1	TSM	12,349	4	0	3	118	13,183	4	0	3	127	13,350	4	0	3	1				
			1	TSW	10,159	3	0	3	98	10,944	3	0	3	105	11,083	3	0	3					
			1	BLC	-	1	0	3	70	7,816	1	0	3	75	7,915	1_	0	4	+				
				FCCO	7,256	3	0	3	70	7,806	4	0	4	75	7,905	4	0	3	1				
				RCCO	7,246	3	0	3	113	15,554	3	0	3	122	15,751	3		4					
				T1S	14,438	4	0	4	112	15,465	4	0	4	121	15,660	4	0	4					
				T2S	14,355	3	0	3	114	15,744	4	0	4	123	15,943	4		4					
				T2M	14,614	4	0	4	110	15,224	4	0	4	119	15,417	4	0	4					
			[T3S	14,132	4	0	4	114	15,735	4	0	4	123	15,934	4	0	4					
				T3M	14,606		0	4	112	15,438	4	0	4	121	15,633	4	0	4	+				
				T4M_	14,330	4	0	4	115	15,836	4	0	4	124	16,037	4	0	1	+				
012	30	1300	128W	TFTM	14,701	4	0	1	116	15,948	4	0	1	125	16,150	4	0	_	+				
P13	00	1,500	.2011	TSVS	14,804	4		1	115	15,814	3	0	1	124	16,014	3	0	1					
				TSS	14,679	3	0	2	115	15,810	4	0	2	124	16,010	4	0	2	- 8				
		1		T5M	14,676	4	0		114	15,668	4	0	3	122	15,866	4	0	3	-				
				T5W	14,544	4	0	3	62	8531	3	0	3	67	8639	3	0	3	_				
				BLC	7919	3	0	3	40	5543	1	0	2	43	5613	1	0	2	-				
	1			LCCO	5145	-1	0	2	40	5536	3	0	3	43	5606	3	0	3					



FEATURES & SPECIFICATIONS

INTENDED USE

The sleek design of the D-Series Size 0 reflects the embedded high performance LED technology. It is ideal for many commercial and municipal applications, such as parking lots, plazas, campuses, and pedestrian areas.

CONSTRUCTION

Single-piece die-cast aluminum housing has integral heat sink fins to optimize thermal management through conductive and convective cooling. Modular design allows for ease of maintenance and future light engine upgrades, The LED driver is mounted in direct contact with the casting to promote low operating temperature and long life. Housing is completely sealed against moisture and environmental contaminants (IP65). Low EPA (0.95 ft²) for optimized pole wind loading.

FINISH

Exterior parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a minimum 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Available in both textured and non-textured finishes.

OPTICS

Precision-molded proprietary acrylic lenses are engineered for superior area lighting distribution, uniformity, and pole spacing. Light engines are available in 3000 K, 4000 K or 5000 K (70 CRI) configurations. The D-Series Size 0 has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine(s) configurations consist of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L85/100,000 hours at 25°C). Class 1 electronic drivers are designed to have a power factor >90%, THD <20%, and an expected life of 100,000 hours with <1% failure rate. Easily serviceable 10kV surge protection device meets a minimum Category C Low operation (per ANSI/IEEE C62.41.2).

STANDARD CONTROLS

The DSX0 LED area luminaire has a number of control options, DSX Size 0, comes standard with 0-10V dimming driver. Dusk to dawn controls can be utilized via optional NEMA twist-lock photocell receptacles. Integrated motion sensors with on-board photocells feature field-adjustable programing and are suitable for mounting heights up to 30 feet.

nLIGHT AIR CONTROLS

The DSX0 LED area luminaire is also available with nLight® AIR for the ultimate in wireless control. This powerful controls platform provides out-of-the-box basic motion sensing and photocontrol functionality and is suitable for mounting heights up to 40 feet, Once commissioned using a smartphone and the easy-to-use CLAIRITY app, nLight AIR equipped luminaries can be grouped, resulting in motion sensor and photocell group response without the need for additional equipment. Scheduled dimming with motion sensor over-ride can be achieved when used with the nLight Eclypse. Additional information about nLight Air can be found here.

INSTALLATION

Included mounting block and integral arm facilitate quick and easy installation. Stainless steel bolts fasten the mounting block securely to poles and walls, enabling the D-Series Size 0 to withstand up to a 3.0 G vibration load rating per ANSI C136.31. The D-Series Size 0 utilizes the AERIS™ series pole drilling pattern (template #8). Optional terminal block and NEMA photocontrol receptacle are also available.

LISTINGS

UL listed to meet U.S. and Canadian standards. UL Listed for wet locations, Light engines are IP66 rated; luminaire is IP65 rated. Rated for -40°C to 50° C ambient with HA option. U.S. Patent No. D672,492 S. International patent pending.

DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.idesignlights.org/QPL to confirm which versions are qualified.

International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 3000K color temperature only.

BUY AMERICAN

Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to www.aguittyforands.com/buy-american for additional information.

WARRANTY

5-year limited warranty. Complete warranty terms located at: www.acuitybrands.com/support/customer-support/terms-and-conditions.

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.





WDGE1 LED

Architectural Wall Sconce











Introduction

Catalog Number

Notes

Туре

The WDGE LED family is designed to meet specifier's every wall-mounted lighting need in a widely accepted shape that blends with any architecture. The clean rectilinear design comes in four sizes with lumen packages ranging from 1,200 to 25,000 lumens, providing true site-wide solution.

WDGE1 delivers up to 2,000 lumens with a soft, non-pixelated light source, creating a visually comfortable environment. The compact size of WDGE1, with its integrated emergency battery backup option, makes it an ideal over-the-door wall-mounted lighting solution.



Specifications

Depth (D1):

5.5

Depth (D2):

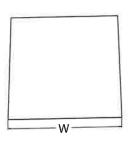
1.5" 8"

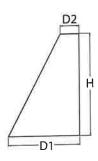
Height: Width:

9#

Weight:

(without options)





	- Table	
III. V. 7 (m. Y. p. 4 - III. 40 - 1 m 10		
WDGE LED	THE RESERVE OF	CONTRACTOR OF THE
THE RESERVE OF THE PARTY OF THE	000000000000000000000000000000000000000	the second second second second second

	- Francisco			NAME OF THE OWNER, OWNER, OWNER, OWNER, OWNER, OWNER,	THE SHAPE	Lumens	(4000K)		
Luminaire	Standard EM, 0°C	Cold EM, -20°C	Sensor	91	P2	P3	P4	P5	P6
WDGE1 LED	4W	20000000000000		1,200	2,000	+	#X	/ **	
	10W	18W	Standalone / nLight	1,200	2,000	3,000	4,500	6,000	194
WDGE2 LED	15W	18W	Standalone / nLight	7,500	8,500	10,000	12,000		
WDGE3 LED WDGE4 LED	1244	TOVY	Standalone / nLight	12,000	16,000	18,000	20,000	22,000	25,000

Ordering Information

EXAMPLE: WDGE1 LED P2 40K 80CRI VF MVOLT SRM PE DDBXD

Series	Package	Color Temperature	ERI	Distribution	Voltage	Mounting
WDGE1 LED	P1 P2	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K¹ 5000K	80CRI 90CRI	VF Visual comfort forward throw VW Visual comfort wide	MVOLT 347²	Shipped included SRM Surface mounting bracket ICW Indirect Canopy/Ceiling Washer bracket (dry/damp locations only) ⁵ Shipped separately AWS 3/8inch Architectural wall spacer PBBW Surface—mounted back box (top, left, right conduit entry) Use when there is no junction box available.

Options		Finish			
PE⁴ DS DMG	Emergency battery backup, Certified in CA Title 20 MAEDBS (4W, 0°C min) Photocell, Button Type Dual switching (comes with 2 drivers and 2 light engines; see page 3 for details) 0-10V dimming wires pulled outside fixture (for use with an external control, ordered separately) Bottom conduit entry for back box (PBBW). Total of 4 entry points. Buy America(n) Act Compliant	DDBXD DBLXD DNAXD DWHXD DSSXD	Dark bronze Black Natural aluminum White Sandstone	DDBTXD DBLBXD DNATXD DWHGXD DSSTXD	Textured dark bronze Textured black Textured natural aluminum Textured white Textured sandstone
		171	NOTES		

Accessories

WDGEAWS DDBXD

WDGE 3/8inch Architectural Wall Spacer (specify finish)

WDGE1PBBW DDBXD U

WDGE1 surface-mounted back box (specify finish)

- 50K not available in 90CRI.
- 347V not available with E4WH, DS or PE.
- E4WH not available with PE or DS.
- 4 PE not available with DS.
- Not qualified for DLC. Not available with E4WH.



Lumen Output

Lumen values are from photometric tests performed in accordance with IESNA LM-79-08. Data is considered to be representative of the configurations shown, within the tolerances allowed by Lighting Facts. Contact factors for performance data on any configurations not shown here.

Performance	System Watts	Dist. Type	27	K (2700K	, 80 C	RI)		30	K (3000K	, 8 0 C	(R1)		35	K (3500K	(, 80 C	(RI)		40	K (4000)	, 80 C	RI)		50	K (5000K	(, 80 C	Rl)	
Package	Watts	ызс. туре	Lumens	LPW	В	y	6	Lumens	LPW	В	U	6	Lumens	LPW	8	1	G	Lumens	LPW	8	l	S	Lumens	LPW	1	U	6
P1	10W	VF	1,120	112	0	0	0	1,161	116	0	0	0	1,194	119	0	0	0	1,227	123	0	0	0	1,235	123	0	0	0
rı .	IUW	VW	1,122	112	0	0	0	1,163	116	0	0	0	1,196	120	0	0	0	1,229	123	0	0	0	1,237	124	0	0	0
P2	15W	VF	1,806	120	1	0	0	1,872	125	1	0	0	1,925	128	1	0	0	1,978	132	1	0	0	1,992	133	1	0	0
rZ	NCI	VW	1,809	120	1	0	0	1,876	125	1	0	0	1,929	128	1	0	0	1,982	132	1	0	0	1,996	133	1	0	0

Electrical Load

Performance	Greekeren Mills Ma	Current (A)									
Package	System Watts	120V	208V	240V	2774	3470					
D4	10W	0.082	0.049	0.043	0.038	-					
P1	13W	-	-			0.046					
Do.	15W	0.132	0.081	0.072	0.064	-					
P2	18W	***		-	200	0.056					

Lumen Multiplier for 90CRI

uoi	Multiplier
27K	0.845
30K	0.867
35K	0.845
40K	0.885
50K	0.898

Lumen Output in Emergency Mode (4000K, 80 CRI)

Option	Dist. Type	Lumens
54000	VF	646
E4WH	VW	647

Lumen Ambient Temperature (LAT) Multipliers

Use these factors to determine relative lumen output for average ambient temperatures from 0-40°C (32-104°F).

Aml	pient	Lumen Multiplier
0°C	32°F	1.03
10°C	50°F	1.02
20°C	68°F	1.01
25℃	77°F	1.00
30°C	86°F	0.99
40°C	104°F	0.98

Projected LED Lumen Maintenance

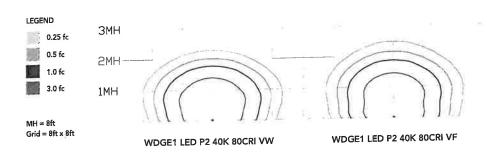
Data references the extrapolated performance projections for the platforms noted in a 25°C ambient, based on 10,000 hours of LED testing (tested per IESNA I.M-80-08 and projected per IESNA TM-21-11).

To calculate LLF, use the lumen maintenance factor that corresponds to the desired number of operating hours below. For other lumen maintenance values, contact factory.

Operating Hours	0	25,000	50,000	100,000
Lumen Maintenance Factor	1.0	>0.96	>0.95	>0.91

Photometric Diagrams

To see complete photometric reports or download lies files for this product, visit the Lithonia Lighting WDGE LED homepage. Tested in accordance with IESNA LM-79 and LM-80 standards.



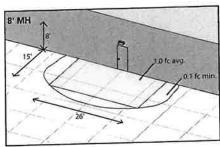
Emergency Egress Options

Emergency Battery Backup

The emergency battery backup is integral to the luminaire — no external housing required! This design provides reliable emergency operation while maintaining the aesthetics of the product. All emergency battery backup configurations include an independent secondary driver with an integral relay to immediately detect loss of normal power and automatically energize the luminaire. The emergency battery will power the luminaire for a minimum duration of 90 minutes (maximum duration of three hours) from the time normal power is lost and maintain a minimum of 60% of the light output at the end of 90minutes.

Applicable codes: NFPA 70/NEC - section 700.16, NFPA 101 Life Safety Code Section 7.9

The example below shows illuminance of 1 fc average and 0.1 fc minimum in emergency mode with E4WH and VF distribution.



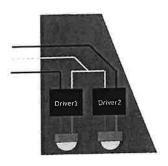
Grid = 10ft x 10ft

WDGE1 LED xx 40K 80CRI VF MVOLT E4WH

Dual Switching (DS) Option

The dual switching option offers operational redundancy that certain codes require. With this option the luminaire comes integrated with two drivers and two light engines. These work completely independent to each other so that a failure of any individual component does not cause the whole luminaire to go dark. This option is typically used with a back generator or inverter providing emergency power.

Applicable codes: NFPA 70/NEC – section 700.16, NFPA 101 Life Safety Code Section 7.9





Mounting, Options & Accessories



E4WH - 4W Emergency Battery Backup

D = 5.5

H = 8"

W = 9"



AWS - 3/8inch Architectural Wall Spacer

D = 0.38"

H = 4.4"

W = 7.5"



PBBW – Surface-Mounted Back Box Use when there is no junction box available.

D = 1.75"

H = 8"

W = 9"

FEATURES & SPECIFICATIONS

INTENDED USE

Common architectural look, with clean rectilinear shape, of the WDGE LED was designed to blend with any type of construction, whether it be tilt-up, frame or brick. Applications include commercial offices, warehouses, hospitals, schools, malls, restaurants, and other commercial buildings.

CONSTRUCTION

The single-piece die-cast aluminum housing integrates secondary heat sinks to optimize thermal transfer from the internal light engine heat sinks and promote long life. The driver is mounted in direct contact with the casting for a low operating temperature and long life. The die-cast door frame is fully gasketed with a one-piece solid silicone gasket to keep out moisture and dust, providing an IP66 rating for the luminaire.

FINISH

Exterior painted parts are protected by a zinc-infused Super Durable TGIC thermoset powder coat finish that provides superior resistance to corrosion and weathering. A tightly controlled multi-stage process ensures a 3 mils thickness for a finish that can withstand extreme climate changes without cracking or peeling. Standard Super Durable colors include dark bronze, black, natural aluminum, sandstone and white. Available in textured and non-textured finishes.

OPTICS

Well crafted reflector optics allow the light engine to be recessed within the luminaire, providing visual comfort, superior distribution, uniformity, and spacing in wall-mount applications. The WDGE LED has zero uplight and qualifies as a Nighttime Friendly™ product, meaning it is consistent with the LEED® and Green Globes™ criteria for eliminating wasteful uplight.

ELECTRICAL

Light engine consists of high-efficacy LEDs mounted to metal-core circuit boards to maximize heat dissipation and promote long life (up to L91/100,000 hours at 25°C). The electronic driver has a power factor of >90%, ThD <20%. Luminaire comes with built in 6kV surge protection, which meets a minimum Category C low exposure (per ANSI/IEEE C62.41.2). Fixture ships standard with 0-10v dimmable driver.

COMMERCIAL OUTDOOR

INSTALLATION

A universal mounting plate with integral mounting support arms allows the fixture to hinge down for easy access while making wiring connections, The 3/8" Architectural Wall Spacer (AWS) can be used to create a floating appearance or to accommodate small imperfections in the wall surface. The ICW option can be used to mount the luminaire inverted for indirect lighting in dry and damp locations, Design can withstand up to a 1.5 G vibration load rating per ANSI C136.31.

LISTINGS

CSA certified to U.S. and Canadian standards, Luminaire is IP66 rated. PIR options are rated for wet location, Rated for -40°C minimum ambient. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.dengndignts.org/QPL to confirm which versions are qualified. International Dark-Sky Association (IDA) Fixture Seal of Approval (FSA) is available for all products on this page utilizing 2700K and 3000K color temperature only and SRM mounting only.

BUY AMERICAN

Product with the BAA option is assembled in the USA and meets the Buy America(n) government procurement requirements under FAR, DFARS and DOT. Please refer to www.ac.ulvoronds.com.buy-american for additional information.

WARRANT

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acustybrands.com/issipportsyarranty/reams-und-som/issip

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C. Specifications subject to change without notice.



Stand By Me EAP (Updated June 2022)

Please note: It is imperative and expected that the facility owner (Carly) and the facility general manager (Steph) be notified of the need to evacuate as soon as it is safe to do so in ANY/ALL emergency situations.

Off hours emergency evacuation:

-On site management immediately begins to evacuate all overnight animals into the fenced in play area directly connected to the building.

-Once all animals are outside they will be leashed to the fence furthest away from the building. - Management will begin reaching out to the dog owners for immediate pick up. Calls will first go out to dog owners and if they do not answer their emergency contact will then be called (emergency contact is required for all boarding dogs for every stay). Any dog whose owner AND emergency contact cant be reached AND/OR they are unable to set up immediate pick up will be transported to Carly's house for temporary housing. This location is able to safely house 60 crates on a temporary basis while we continue to try to reach out to dog owners for pick up and/or set up alternative accommodations with another facility.

During business hours emergency evacuation:

-The senior staff member will delegate employees to begin leashing dogs and clipping them to the fence furthest away from the building while the senior staff member evacuates any animals inside the building into the fenced in yard.

-Management will begin reaching out to the dog owners for immediate pick up. Calls will first go out to dog owners and if they do not answer their emergency contact will then be called (emergency contact is required for all boarding dogs for every stay). Any dog whose owner AND emergency contact cant be reached AND/OR they are unable to set up immediate pick up will be transported to Carly's house for temporary housing. This location is able to safely house 60 crates on a temporary basis while we continue to try to reach out to dog owners for pick up and/or set up alternative accommodations with another facility.

In the event of a power outage:

-Carly is to be notified immediately so the back up generators can be transported and hooked up.

COMMERCIAL LEASE

AGREEMENT of lease (this "Lease"), made as of this ____ day of October, 2022, by and between **Stand By Me Doggie Day Care, LLC**, a Massachusetts Limited Liability Company (hereinafter referred to as "Tenant") and **WALDOT REALTY, LLC**, a Massachusetts Limited Liability Company (hereinafter referred to as "Landlord").

1. LEASE PREMISES.

- (a) Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, upon the terms and conditions of this Lease, all of those certain premises outlined on a plan attached hereto as **Exhibit A** which the Landlord represents and warrants is free from any and all tenants, restrictions, claims of any person(s) or entity(ies) and is ready for Tenant's sole use, the foregoing being an essential and vital understanding of Tenant in entering into this Lease (hereinafter referred to as the "Parking Area" or "Leased Premises"),
- (b) Landlord reserves the right from time to time (but is not obligated to take such action(s)) and Tenant shall permit Landlord to make repairs, alterations, additions and improvements of every nature in or to the Parking Area, including, but not limited to sealing, re-paving or re-striping; that any and all such rights are exercised in a manner so as to not unreasonably interfere with the conduct of Tenant's business. Further, in the exercise of such rights, Landlord shall not adversely affect access to or egress from the Premises.

2. TERM OF LEASE / OPTION TO EXTEND.

The term of this Lease (together with any extensions provided for in this Lease, if any, the "Term") initially shall be for a period of sixty (60) calendar months (the "Initial Term"), commencing November 1, 2022 and ending October 31, 2027, renewable **upon mutual agreement between Landlord and Tenant** to renew this Lease on the same terms and conditions except for Base Rent (which shall be adjusted as provided below) by providing written notice of such election to Landlord within thirty (30) days of the end of the Initial Term for up to an additional five (5) years and each additional term thereafter for up to an additional three (4) terms. In each such renewal, the Base Rent shall be adjusted, upward or downward, consistent with expenses attributable to the Premises and the prevailing commercial rental rates in and around the Premises.

3. RENT: BASE RENT AND ADDITIONAL RENT.

Tenant covenants and agrees to pay without demand to Landlord, at 98 Elm Street, Salisbury, MA 01952 or at such other place as Landlord shall from time to time designate in writing ("Notice Address") as rent for the Premises, the amounts set forth below in subsections (a) and (b) as follows (all of which is hereinafter referred to collectively as "Rent").

(a) Base Rent for the Leased Premises for the Initial Term is as follows:

(i) for and with respect to the period from November 1, 2022 through October 31, 2023, at the rate of **FIVE HUNDRED DOLLARS** (\$ 500.00) per annum, payable in one installment of **FIVE HUNDRED DOLLARS** (\$ 500.00) due on November 1, 2022.

4. REAL ESTATE TAXES.

During the term hereof, Tenant shall *NOT* be responsible for the payment of any real estate taxes from the Town of Salisbury.

5. USE OF PREMISE.

- (a) It is understood and agreed by Tenant that the Leased Premises may be used as employee parking for **Stand By Me Doggie Day Care**, **LLC**.
- (b) In Tenant's use of the Premises, the Tenant shall not violate, and shall comply with, at all times, any and all applicable laws, ordinances and regulations in effect as of the date first above written and as may be changed from time to time throughout the Term of this Lease, including without limitation health, safety and police requirements, and obtain all required licenses or permits.

6. REPAIRS, REPLACEMENTS AND MAINTENANCE.

- (a) The Tenant may not make alterations, additions and/or improvements to the Premises,
- (b) In the event Landlord shall be required to repair, alter, or improve any part of the Premises for whatever reason, (including compliance with the "Americans With Disabilities Act" and any regulations thereunder) the same shall be made by Landlord with reasonable dispatch and with a minimum of interference to Tenant's business. In the event that the repairs, reconstruction or other action of the Landlord does interfere with Tenant's business as determined by Tenant, in addition to any other remedies which may be available to Tenant, all rentals shall abate during the continuation of the interference.

7. MAINTENANCE AND SERVICES.

Landlord shall provide in a workmanlike manner and in a commercially reasonable manner, using all due speed and skill to effect any and all such ordinary and necessary repairs to the Parking Area (not otherwise expressed to be performed by Tenant hereunder) as well as any and all necessary and appropriate capital improvements and emergency renovations and improvements, consistent with maintaining the Building and Premises as a first class space and

all of the foregoing done also in accordance with all applicable laws, rules and regulations, state, local and federal to the Premises and Building.

8. <u>UTILITIES</u>.

Tenant shall not be responsible for any utility payments.

9. SIGNS.

Tenant shall not erect any signage on the Parking Area.

10. INSURANCE.

(a) Increase in Risk. The Tenant:

- (i) shall not do or permit to be done any act or thing as a result of which (A) any policy of insurance of any kind covering (1) any or all of the Property and/or Parking Area or (2) any liability of the Landlord in connection therewith, may become void or suspended, or (B) the insurance risk under any such policy would (in the opinion of the insurer thereunder) be made greater; and
- (ii) shall pay as Additional Rent the amount of any increase in any premium for such insurance resulting from any breach of such covenant and/or otherwise attributable to Tenant's use, within ten (10) days after the Landlord notifies the Tenant in writing of such increase.
- (b) <u>Insurance to be Maintained by Tenant</u>. The Tenant shall maintain at Tenant's expense, throughout the Term, any necessary insurance policy required by the Landlord, if any, and shall pay any and all premiums on a timely basis.
- (c) <u>Indemnification</u>. The Tenant shall indemnify Landlord against any and all injuries as a result of the leased Parking Area. The tenant agrees and understands that any injury suffered as a result of the use of the Parking Area, shall be sole responsibility of Tenant. Landlord agrees to maintain the Parking Area well lit and free of debris that could affect Tenants use.
- 11. <u>LIABILITY OF PARTIES</u>. Except if and to the extent that such party is released from liability,
 - (a) the Landlord shall indemnify and hold harmless the Tenant against and from only that liability arising out of, any injury to or death of any person or damage to any property, occurring anywhere upon the Property, to the extent, that such injury, death or damage is proximately caused by the tortious act or omission or negligence of the Landlord or its agents, officers or employees.

(b) excluding those situations in which the Landlord is obligated to indemnify and hold harmless the Tenant under the provisions of subsection (a) above and otherwise covered by insurance carried by Landlord, Tenant or otherwise, the Tenant shall be responsible for , and shall save Landlord harmless and will exonerate, indemnify and hold harmless the Landlord against and from, any and all liability or claim of liability, penalty asserted by or on behalf of any person, firm, corporation or public authority arising out of (i) any intentionally negligent tortious act or omission of the Tenant or any of its agents, contractors, servants, employees, subtenants, licensees or invitees during the Term, or (ii) on account of or based upon any work, repair, maintenance, or alteration or thing whatsoever done (other than by Landlord, its agents or employees), in, on or about the Leased Premises during the Term of this Lease.

12. **CONDEMNATION.**

- (a) In any event any material portion of the Premises or any part thereof, or the whole or any part of the Leased Premises (including within such term the adjacent parking area) shall be taken or appropriated by eminent domain or shall be condemned for any public or quasi-public use, or by virtue or any such taking, appropriate or condemnation shall suffer any damage (direct, indirect, or consequential) for which Landlord or Tenant shall be entitled to compensation, then (and in any such event) this Lease and the Term hereof may be terminated at the election of Landlord by a notice in writing of this election so to terminate which shall be given by Landlord to Tenant within sixty (60) days following the date on which Landlord shall receive notice of such taking, appropriation or condemnation.
- (b) The Landlord shall be entitled to collect from the condemning authority thereunder the entire amount of any award made in any such proceeding or as consideration for such conveyance, with deduction therefrom for any leasehold or other estate or right held by the Tenant under this Lease.
- (c) Subject to the operation and effect of the foregoing provisions of this Section, the Tenant may seek, in a separate proceeding, a separate award on account of any damages or costs incurred by the Tenant as a result of any Condemnation of any or all of the Premises, so long as such separate award in no way diminishes any award or payment which the Landlord would otherwise receive as a result of such Condemnation.
- (d) If (i) any of the Premises are taken by a Condemnation or (ii) any part of this Premises is taken by a Condemnation and the remainder thereof is insufficient for the reasonable operation therein of the Tenant's business, or (iii) any of the Building is taken by a Condemnation and, in the Landlord's reasonable opinion, it would be impractical to restore the remainder thereof, or (iv) any of the rest of the Property is taken by a Condemnation and, in the Landlord's reasonable opinion, it would be impractical to continue to operate the remainder of the Property thereafter, then, in any such event, the Term shall terminate on the date on which possession of so much of the Premises, the Building or the rest of the Property, as the case may be, as is taken by such

Condemnation is taken by the condemning authority thereunder, and all Rent (including, by way of example rather than of limitation, any Additional Rent payable hereunder, taxes and other charges payable hereunder) shall be apportioned and paid to such date.

(e) If there is a Condemnation and the Term does not terminate pursuant to the foregoing provisions of this subsection, the operation and effect of this Lease shall be unaffected by such Condemnation, except that the Base Rent and any Additional Rent payable under the provisions of Section 3, 4 and 6 and otherwise hereunder, as the case may be, shall be reduced in proportion to the square footage of floor area, if any, of the Premises taken by such Condemnation.

13. **DEFAULT**.

(a) <u>Tenant's Acknowledgement</u>. Tenant acknowledges that each such occurrence of Events of Default (as hereinafter defined) is a material Event of default and are neither trivial nor accidental, so that Landlord may exercise any remedies that may be available to Landlord. Tenant acknowledges that time is of the essence and Landlord is relying on payment of Rent, Additional Rent, and/or any other sums due to Landlord in full to maintain the Premises and pay other insurance related to the Premises.

Notwithstanding any contrary provisions of this Section 18, to the fullest extent permitted by law, in the event Tenant defaults in the performance of any term, covenant or condition of this Lease on three (3) or more separate occasions during any twelve-month period, then, even though such failures or defaults may have been cured by Tenant, any further failure or default by Tenant during such twelve-month period shall be deemed an Event of Default without the ability of Tenant to cure.

(b) Tenant's Default. This Lease is made on condition that:

- (i) if Tenant shall neglect or fail to perform or observe any of the terms, provisions, conditions, covenants and obligations herein contained on Tenant's part to be performed or observed for a period of thirty (30) days after receipt by Tenant of written notice of such neglect or failure, or in the event of non-payment of Base Rent or other charges for a period of thirty (30) days after written notice of such Rent or charges are due, or in the event of non-payment of Additional Rent or charges for a period of thirty (30) days after written notice to Tenant that such Additional Rent or charges are due, or
- (ii) if (A) an order, judgment or decree is entered by any court of competent jurisdiction adjudicating the Tenant a bankruptcy or an insolvent, approving a petition seeking such a reorganization, or appointing a receiver, trustee or liquidator of the Tenant or of all or a substantial part of its assets, or (B) there otherwise commences as to the Tenant or any of its assets at proceeding under any bankruptcy, reorganization, arrangement, insolvency, readjustment, receivership or similar law, and if such order, judgment, decree or proceeding

continues unstayed for more than sixty (60) consecutive days after any stay thereof expires. then in any of the said cases set forth in subsection (i), ("Events of Default") notwithstanding any license or any former breach of covenant or waiver of the benefit thereof or consent in a former instance, Landlord shall have the right, at its election then or anytime thereafter, without prejudice to any remedies for arrears of Rent or other breach of covenant and, in addition to the other rights of the Landlord contained in this Lease, to give Tenant written notice of Landlord's intention to terminate this Lease on the date of such notice or on any later date specified therein and on the date specified in such notice Tenant's right to possession of the Leased Premises shall cease and this Lease shall thereupon be terminated.

On the occurrence of any Event of Default and after the expiration of all cure periods without cure by Tenant, the Landlord shall:

- (i) use best and diligent efforts to relet any or all of the Premises at the then prevailing rental value; and upon the reletting of any or all of the Premises, all obligations of the Tenant shall be discharged under this Lease, and this is Landlord's sole remedy, at law or in equity against Tenant; or
 - (ii) cure such Event of Default in any other manner.

(c) Landlord's Default.

- (i) In the event that Landlord defaults in its obligations under any mortgages, the possession and/or control of the Premises changes from the Landlord and/or its agents; and/or the Premises are the subject of a foreclosure, deed in lieu of foreclosure or other like proceeding, Tenant may terminate this Lease; and
- (ii) If Landlord fails to provide the services set forth and/or contemplated hereunder and/or otherwise fails to perform hereunder, then Tenant upon ten (10) days' notice may terminate this Lease with no further recourse by Landlord, at law or in equity and/or Tenant may off-set any and all Rent due hereunder in reasonable amounts until Landlord cures same and/or to effect the service which should have been performed by Landlord.
- 14. <u>TENANT'S NEGATIVE COVENANTS</u>. Tenant covenants that, during the lease term, any renewal or extension thereof, and any period of holding over, Tenant will not:
 - (a) injure, deface, or overload the Premises or Building or permit therein any flammable fluids, or chemicals, or equipment, or machines or other materials which may be dangerous to property, life or limb except in the ordinary course of business.
 - (b) permit on the Premises any unlawful act or conduct, or any nuisance or objectionable noises or odors to emanate therefrom.

- be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of Rent, nor any of the other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.
- 16. SEVERABILITY. In the event that any provision or any part thereof of this Lease is found invalid or unenforceable by a court of competent jurisdiction, such invalid or unenforceable provision or part thereof shall be modified to the extent necessary to eliminate such invalidity or unenforceability and to the extent any invalidity or unenforceability remains, it shall not affect the validity or enforceability of the remaining part of such provision or any other provision of this Lease.
- 17. <u>SECTION HEADINGS</u>. The headings preceding each section herein are for convenience of reference only and shall have no operative force or effect.
- 18. BINDING EFFECT. This Lease shall be binding upon and inure to the benefit of the legal representatives, heirs, successors and assigns of the respective parties hereto.
- 19. ENTIRE AGREEMENT. This Lease and the Exhibits and Riders, if any, attached hereto, and forming a part hereof, set forth all of the covenants, promises, agreements, conditions and understandings between Landlord and Tenant governing the Leased Premises, except as may be agreed in writing between Landlord and Tenant with respect to certain work to be completed by Landlord in the Leased Premises at the beginning of the Term, or the delivery of a certificate of occupancy. No subsequent alterations, amendments, changes or additions to this Lease shall be binding upon Landlord and Tenant unless and until reduced to writing and signed by both parties.
- they have not contacted any real estate broker in connection with this transaction and were not directed to each other as a result of any services or facilities of any real estate broker. Landlord agrees to indemnify and hold harmless the Tenant from all losses, costs, claims or damages (including reasonable attorney's fees) arising as a result of a claim for brokerage commissions or fees alleged to be due as a result of Landlord's actions. Tenant agrees to indemnify and hold harmless the Landlord from all losses, costs, claims or damages (including reasonable attorney's fees) arising as a result of any claim for brokerage commissions or fees alleged to be due as a result of Tenant's actions.
- 21. <u>ASSIGNMENT SUBLEASING</u>. The Tenant may not assign and/or sublease, in whole in part, this Lease and/or the Lease Premises, in whole or in part.

- 22. <u>LICENSES</u>. Tenant shall obtain all licenses, permits, consents approvals and the like required by governing authorities for operation of its business and/or the use of the Premises and/or the making of improvements, alterations and the like.
- 23. <u>LANDLORD AND TENANT'S CERTIFICATE</u>. Landlord and Tenant shall without charge at any time and from time to time, within five (5) days after request by each other, certify by written instrument duly executed, acknowledged and delivered, to any mortgagee, an assignee of any mortgage, or a purchaser, or any other person, firm or corporation specified by the other:
 - (a) that this Lease is unmodified an in full force and effect (or if there has been modification, that the same is in full force and effect as modified and stating the modifications);
 - (b) whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof upon the part of Tenant or Landlord, as the case may be, to be performed or complied with (and, if so, specifying the same); and
 - (c) the date, if any, to which the rental and other charges hereunder have been paid in advance.
- **24. NOTICES**. All notices and other communications authorized or required hereunder shall be in writing and shall be deemed delivered if sent by: (i) certified mail or registered mail, return receipt requested, postage prepaid; (ii) hand delivery; or (iii) by electronic mail, to the following addresses:

To Landlord:

WALDOT REALTY, LLC 98 Elm Street Salisbury, MA 01952 Email: pcapolupo@spsne.com

To Tenant:

Stand By Me Doggie Day Care, LLC 66 Elm Street
Salisbury, MA 01952
Email: carlyc@spsne.com

Notices shall be effective upon the earliest to occur of actual receipt or three (3) days after mailing

25. RECORDING. Tenant agrees not to record this Lease

- 26. GOVERNING LAW. Except as otherwise governed by applicable federal law, this Agreement, and all rights and remedies of the parties, shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principles of conflict of laws. Any action brought to interpret and/or enforce this Agreement shall be tried in state or federal courts located in Boston, Massachusetts and all claims to improper venue and forum non conveniens are waived; and the parties hereby submit to Massachusetts personal jurisdiction and all claims to failure to obtain personal jurisdiction are waived.
- **27. REFUSE**. Tenant shall be responsible for the removal of all trash, refuse and garbage from the Parking Area.

This is a legally binding agreement and all parties have had the option to obtain legal representation.

IN WITNESS WHEREOF, the Parties hereto have caused this Lease to be signed as an instrument under seal by its duly authorized representative and under the pains and penalties of perjury.

	5	TENANT: STAND BY ME DOGGIE DAYCARE, LLC
WITNESS	By:	CARLYN CAPOLUPO, MANAGER
	8	LANDLORD: WALDOT REALTY, LLC
WITNESS	By:	PHILIJ J. CAPOLUPO, MANAGER

EXHIBIT A

Premises

(attached hereto)

The premises that are the subject of this lease:

1. Six (6) parking spaces located at 66 Elm Street, Salisbury, Massachusetts, Landlord shall designate on or before November 1, 2022 where said spaces shall be located.

STAND BY ME DOGGIE DAYCARE 66 ELM STREET SALISBURY, MA 01952

Drop off/ Pick up Schedule

The schedule is done in a way to minimize the number of dogs coming in at any given time. The drop offs and pick-ups are "staggered". Each person is given a time frame in which the drop off and pick up can be arranged. There is never more than one dog/owner in the lobby at any given time to create a safe and organized situation. During the week, drop offs start at 6:00 AM and continue staggered throughout the morning until 10 A.M. No drop offs are allowed after 10 A.M. The reverse is done in the afternoon, starting at noon and continue until 8 P.M., closing time. All efforts are taken to ensure that the safety of the dogs, their owners and the public are of the utmost importance.

STAND BY ME DOGGIE DAYCARE 66 ELM STREET SALISBURY, MA 01952

Lighting

There will be three separate types of lighting on the premises.

Closest to Elm Street (marked as S5 on the lighting plan and cut sheets attached), a DSXO LED Area Fixture will be mounted at 14 ft. (12 ft pole on 2 ft. base);

In the parking lot, (marked as S4), a DSXO LED Area will be mounted at 14 ft. (12 ft pole on 2 ft. base); Additionally, there will be nine (9) WDGE1 LED mounted around the exterior at 10 foot heights.