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TOWN OF AYER

2015 FEB 12 PM 3: 32 *ef*

Town of Ayer
Board of Selectmen
Ayer Town Hall – 1st Floor Meeting Room
Ayer, MA 01432



Tuesday, February 17, 2015
Open Session Meeting Agenda

- 7:00 PM Call to Order
Review and Approve Agenda; Announcements
- 7:05 PM* Public Input
- 7:10 PM Common Victualler License Application
1. Union Coffee, 25 Main Street
- 7:15 PM MBTA/Depot Square Update
- 7:30 PM Sandy Pond School Association
- 7:45 PM Superintendent Mark Wetzel, Department of Public Works
1. Authorization for Snow and Ice Deficit Spending
2. Street Acceptance of Pingry Way
3. NPDES Permit Update
- 8:00 PM Town Administrator's Report
1. Administrative Update
2. ZBA Appointment
3. Planning Board Vacancy Update
4. Town Hall Windows Project Update
5. DPW GPS Pilot Program Update
6. Grant Writer Position Update
7. Building Department Staffing
8. Town Hall LED Light Proposal Update
- 8:20 PM New Business/Selectmen's Questions
- 8:30 PM Approval of Meeting Minutes
February 3, 2015
- 8:35 PM Adjournment

**Note: Agenda Times are for planning purposes only and do not necessarily constitute exact times.*

RECEIVED
FEB 12 2015

TOWN OF AYER
SELECTMEN'S OFFICE

OFFICE OF THE BOARD OF SELECTMEN
TOWN OF AYER, MA



APPLICATION FOR COMMON VICTUALLER'S LICENSE

Application is hereby made for a Common Victualler's License

NAME OF APPLICANT: Carrie and Jesse Medley
COMPANY NAME: Union Coffee
COMPANY ADDRESS: 25 main St Unit 1
TYPE OF BUSINESS: Coffee roaster / coffee shop
NAME OF PARTNERS: N/A

DESCRIPTION OF PREMISE: (Use back side if necessary)

Premises will have 1 kitchen area, in back, which will include coffee roaster, 1 area for preparation / service of coffee and baked goods, and 1 ~~area~~ area, in front, for seating.

APPLICANT'S SIGNATURE: [Signature] DATE: 2/12/15

ADDRESS: [Redacted]

TELEPHONE #: [Redacted]

Selectmen's Meeting Date: 2/17/15

FEE: \$50.00 Cash, Check or Money Order Payable to the Town of Ayer

2/12/15
Date Fee Received

check # 137
Payment Type

FOOD HANDLER'S LICENSE: Please attach copy

[Redacted]
License Number

1/23/15
Date of Issue

TAX COLLECTOR:

I certify that applicant is current on all local taxes, assessments, betterments or any other municipal charges.

[Signature]
Tax Collector

February 12, 2015
Date



Q

- Students** ▶
Find a class, take an exam, check your score and more
- Instructors/Proctors** ▶
Get or renew certification, Review class and exam info
- Administrators** ▶
Manage course enrollment, exam schedules, and reports
- Purchase** ▶
Learning materials for classes, exams and studying
- Regulatory Requirements**
- Customer Assistance**
- Resources**

EXAMINEE SCORE ANALYSIS REPORT - DETAIL

Disclaimer: This Exam Score Report may not be considered appropriate documentation to meet regulatory requirements.

CERTIFICATE INFORMATION BY EXAM

If you passed the ServSafe Food Protection Manager Certification Examination, the ServSafe Alcohol Primary (Print only) or ServSafe Alcohol Proctored Exam, you will receive a Certificate from your Proctor or the person designated to distribute exam results.

If you passed the ServSafe Alcohol Primary (Online Exam), you will receive a Certificate at the address you indicated on your Exam Registration Form.

For these Exams, you can order a duplicate copy of your original Certificate.

If you passed the ServSafe® Food Handler Online Examination or Texas FoodGuard Examination, you can print and re-print your Certificate of Achievement from this Website.

COURSE NAME:SERVSAFE FOOD PROTECTION MANAGER CERTIFICATION EXAMINATION

STUDENT:CARRIE A MEDLEY

Class Tracking Report

CLASS INFORMATION

EXAM SESSION NUMBER	ORGANIZATION	INSTRUCTOR NAME	EXAM LOCATION	EXAM DATE	TYPE OF TRAINING	HOLD CODE	CERT. NUMBER	PASS /FAIL
1566723	Netiza	RUBINA MUJTABA	MA	01/23/2015	Classroom		11926924	PASSED

FORM INFORMATION

TEST FORM	PASS PERCENT SCORE	YOUR PERCENT SCORE
10419	[REDACTED]	92%

DOMAIN SUMMARY

DOMAIN	% SCORE
Implement Food Safety SOPs	[REDACTED]
Employee Hygiene and Health	[REDACTED]
Receipt, Storage, Transport	[REDACTED]
Food Prep, Display and Service	[REDACTED]
Compliance with Regulatory	[REDACTED]



DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent
Pamela J. Martin, Business Manager



25 BROOK STREET
AYER, MASSACHUSETTS 01432
T: (978) 772-8240
F: (978) 772-8244

MEMORANDUM

Date: February 12, 2015
To: Board of Selectmen
From: Mark Wetzel, P.E., Public Works Superintendent
Subject: **February 17 Meeting Agenda Items**

1. Request to deficit spending snow budget - Attached is a request to deficit spend the snow budget, due to the frequent and large storms this winter.
2. Acceptance of Deed - Old Farm Way, Deer Run, Partridge Run, Hickory Way - The acceptance of these roads was voted at Fall 2014 Town Meeting. The documents have been reviewed by Town Counsel . For signature by the Board.
3. NPDES Wastewater Discharge Permit - The EPA has issued the Town a new 5 year wastewater discharge permit with new effluent limits and collection system O&M requirements. Attached is a memo summarizing the requirements and schedule.

DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel P.E., Superintendent
Pamela J. Martin, Business Manager



Water, Wastewater, Highway & Solid Waste Divisions

25 BROOK STREET
AYER, MASSACHUSETTS 01432
T: (978) 772-8240
F: (978) 772-8244

MEMORANDUM

Date: February 9, 2015
To: Board of Selectmen
Copy: Finance Committee
Robert Pontbriand, Town Administrator
Lisa Gabree, Town Accountant
Doug Jaspersen, Highway Division Foreman
From: Mark Wetzel P.E., Public Works Superintendent
Subject: **FY 2015 Snow Budget- Request to Deficit Spend**

The FY 2015 Snow Removal Budget is \$242,596 and as of February 6, 2015, we had spent \$190,086. This does not include all of the costs for last week's and this week's storms and the Main Street snow removal. The Ayer DPW will be needing additional funding to continue to respond snow and ice events.

At the BOS meeting on Tuesday, February 17, 2015, I am requesting permission to deficit spend this account. I will also request approval from the Finance Committee.

Board of Selectmen **COPY**
By: _____

Christopher Hillman, Selectman - Chair

Date: _____ **COPY**

Finance Committee
By: _____
Name: _____ **COPY**
Date: _____

EASEMENT DEED

B. DUKE POINTER and RICHARD D. ROPER, as Trustees of the RIDGE VIEW REALTY TRUST, a trust established by instrument dated September 25, 2007 and recorded in the Middlesex South District Registry of Deeds in Book 50157, Page 178,

For consideration paid, and in full consideration of nominal consideration as a gift grant to the Inhabitants of the TOWN OF AYER, Middlesex County, Massachusetts, a Municipal Corporation, acting by and through its BOARD OF SELECTMEN (hereinafter the "Grantee") for public way purposes pursuant to Massachusetts General Laws, Chapter 82, Section 24, an easement with Quitclaim Covenants over the following described parcel of land:

PROPERTY DESCRIPTION

The parcel of land fronting on the northerly line of Littleton Road in Ayer, Massachusetts and shown as Deer Run, as Partridge Run, as Hickory Way between Littleton Road and two hundred twenty-five (225') feet easterly of Old Farm Way, and as Old Farm Way southeasterly of Holly Ridge Road (hereinafter the "**Roadway**") on a plan entitled, "Ridge View Heights' Definitive Subdivision of Land in Ayer, Mass., prepared for Crabtree Development Corporation," dated March 1999, and being Plan No. L-5020 by David E. Ross Associates, Inc., endorsed by the Ayer Planning Board on 5 August 2004, and recorded in the Middlesex Southern District Registry of Deeds as Plan No. 164 of 2005, as amended by the following plans of Land (which plan, as amended, may sometimes hereinafter be referred to as "Subdivision Plan"):

"Plan of Land in Ayer, Mass. Prepared for Crabtree Development Corp." dated January 2005 (sheets 6& 7 of 7 dated December 2005), prepared by David E. Ross Associates, Inc. and recorded in the Middlesex South District Registry of Deeds as Plan 1046 of 2007;

"Plan of Land in Ayer, Mass. Prepared for Crabtree Development Corp." dated January 2005, prepared by David E. Ross Associates, Inc. and recorded in the Middlesex South District Registry of Deeds as Plan 549 of 2009;

"Plan of Land in Ayer, Mass. Prepared for Crabtree Development, LLC" dated January 2011, prepared by David E. Ross Associates, Inc. and recorded in the Middlesex South District Registry of Deeds as Plan 64 of 2011;

"Plan of Land in Ayer, Mass. Prepared for Crabtree Development, LLC" dated January 2011, prepared by David E. Ross Associates, Inc. and recorded in the Middlesex South District Registry of Deeds as Plan 65 of 2011;

“Plan of Land in Ayer, Mass. Prepared for Crabtree Development, LLC” dated February 2011, prepared by David E. Ross Associates, Inc. and recorded in the Middlesex South District Registry of Deeds as Plan 136 of 2011(see said plan for a description of Lot 36A);

“Plan of Easements, Ayer, Mass. Prepared for Crabtree Development, LLC” dated August 2010, prepared by David E. Ross Associates, Inc. and recorded in the Middlesex South District Registry of Deeds as Plan 175 of 2011;

“Plan of Land in Ayer, Mass. Prepared for Crabtree Development, LLC” dated April 2011, prepared by David E. Ross Associates, Inc. and recorded in the Middlesex South District Registry of Deeds as Plan 272 of 2011; and

“Plan of Land in Ayer, Mass. Prepared for Crabtree Development Corp.” dated December, 2007 (sheets 1, 2, 4, 5 & 6 of 6), and November, 2007 (sheet 3 of 6), prepared by David E. Ross Associates, Inc. and recorded in the Middlesex South District Registry of Deeds as Plan 119 of 2011 (see said plan for descriptions of Lots 39A, 48A- 52A, 77A-79A, 85A, 131A-133A, and 135A-141A)

Said **Roadway** is further bounded and described as follows:

Beginning at the most southwesterly corner thereof witnessed by a concrete bound set at the southwesterly intersection of Hickory Way with Littleton Road at land currently of Rosalie M. Bucci (Lot 37A);

Thence South 84° 05' 21" East two hundred sixty-four and 06/100 (264.06') feet beside Littleton Road to a corner witnessed by a concrete bound set at the southeasterly intersection of Hickory Way with Littleton Road at land currently of Ridge View Realty Trust (Lot 46);

Thence North 80° 16' 31" West fifty-one and 46/100 (51.46') feet along the easterly line of Hickory Way, beside said Ridge View land, to a corner witnessed by a concrete bound set at the point of curvature;

Thence by a curve to the right with a radius of fifty and 00/100 (50.00') feet, along the easterly line of Hickory Way, beside said Ridge View land, for a distance measured along the arc of seventy-one and 88/100 (71.88') feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence North 02° 05' 48" East sixty-one and 97/100 (61.97') feet along the easterly line of Hickory Way, beside said Ridge View land, to a corner witnessed by a concrete bound;

Thence North 05° 54' 39" East one hundred twelve and 69/100 (112.69) feet along the easterly line of Hickory Way, beside said Ridge View land and beside land currently of Heather Sequeira and James Howard (Lot 45) to a corner witnessed by a concrete bound set at the point of curvature;

Thence by a curve to the right with a radius of four hundred seventy and 00/100 (470.00) feet, along the easterly line of Hickory Way, beside said Sequeira and Howard land and beside land currently of Paulo C. Balbio (Lot 44A) and land currently of Joseph A. and Maggie K. Calvetti (Lot 43A), for a distance measured along the arc of three hundred forty-three and 70/100 (343.70) feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence North 47° 48' 34" East one hundred eighty-nine and 85/100 (189.85) feet along the easterly line of Hickory Way, beside said Calvetti land and beside land currently of 2008 Revocable Living Trust of Laurette L. Casey (Lot 42) to a corner witnessed by a concrete bound set at the southerly intersection of Hickory Way with Old Farm Way;

Thence by a curve to the right with a radius of twenty-five and 00/100 (25.00) feet, along the westerly line of Old Farm Way, beside said Casey land, for a distance measured along the arc of thirty-nine and 27/100 (39.27) feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence South 42° 11' 26" East seventy-five and 00/100 (75.00) feet along the southerly line of Old Farm Way, beside said Casey land, to a corner witnessed by a railroad spike set at the point of curvature;

Thence by a curve to the right with a radius of two hundred twenty and 00/100 (220.00) feet, along the westerly line of Old Farm Way, beside said Casey land, for a distance measured along the arc of one hundred eighty-four and 91/100 (184.91) feet to a corner witnessed by a concrete bound set at the point of compound curvature;

Thence by a curve to the right with a radius of sixty and 00/100 (60.00) feet, along the westerly line of Old Farm Way, beside said Casey land, for a distance measured along the arc of fifty-six and 69/100 (56.69) feet to a corner witnessed by a concrete bound set at the point of reverse curvature;

Thence by a curve to the left with a radius of sixty and 00/100 (60.00) feet, along the westerly, southerly and easterly lines of Old Farm Way, beside said Casey land and beside land currently of Joseph A. & Maggie K. Calvetti (Lot 43A) and land currently of Colleen B. and John M. Bent (Lot 47) and land currently of Shawn and Rachel A. Miller (Lot 48A) and land currently of Dora Polam Mak and Michael Kwingfat Li (Lot 49A), for a distance measured along the arc of two hundred seventy-three and 40/100 (273.40) feet to a corner witnessed by a concrete bound set at the point of reverse curvature;

Thence by a curve to the right with a radius of sixty and 00/100 (60.00) feet, along the easterly line of Old Farm Way, beside said Mak and Li land, for a distance measured along the arc of thirty-five and 80/100 (35.80) feet to a

corner at land currently of Scott Michael Pezza and Melanie Najarian (Lot 50A) witnessed by a concrete bound set at the point of reverse curvature;

Thence by a curve to the left with a radius of two hundred eighty and 00/100 (280.00') feet, along the easterly line of Old Farm Way, beside said Pezza and Najarian land and beside land currently of Patrick J. and Debra A. Futterer (Lot 51A), for a distance measured along the arc of two hundred seventy and 73/100 (270.73') feet to a corner at land currently of Darryl C. and Kathryn Harrison (Lot 52A) witnessed by a concrete bound set at the point of tangency;

Thence North 42° 11' 26" West seventy-five and 00/100 (75.00') feet along the easterly line of Old Farm Way, beside said Harrison land, to a corner witnessed by a concrete bound set at the easterly intersection of Old Farm Way with Hickory Way;

Thence by a curve to the right with a radius of twenty-five and 00/100 (25.00') feet, along the easterly line of Hickory Way, beside said Harrison land, for a distance measured along the arc of thirty-nine and 27/100 (39.27') feet to a corner witnessed by a drill hole in a boulder set at the point of tangency;

Thence North 47° 48' 34" East one hundred ninety and 33/100 (190.33') feet along the easterly line of Hickory Way, beside said Harrison land, to a point in the easterly sideline on Hickory Way at land currently of Kenneth G. and Carol L. Schwefler (Lot 53);

Thence North 42° 11' 26" West sixty and 00/100 (60.00') feet across Hickory Way to a point in the westerly sideline on Hickory Way at land currently of Christopher A. and Sarah M. Page (Lot 82) and at land currently of Jason Allan and Lauren A. Houde (Lot 83);

Thence South 47° 48' 34" West one hundred ninety and 33/100 (190.33') feet along the westerly line of Hickory Way, beside said Allan and Houde land, to a corner witnessed by a concrete bound set at the northerly intersection of Hickory Way with Old Farm Way;

Thence by a curve to the right with a radius of twenty-five and 00/100 (25.00') feet, along the northerly line of Old Farm Way, beside said Allan and Houde land, for a distance measured along the arc of thirty-nine and 27/100 (39.27') feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence North 42° 11' 26" West four hundred thirty-five and 00/100 (435.00') feet along the northerly line of Old Farm Way, beside said Allan and Houde land and beside land currently of Paul W. and Eileen M. Froehlich (Lot 84) and land currently of Yan-Sebastien Tremblay and Christine Goulet (Lot 85A) to a corner witnessed by a concrete bound set at the easterly intersection of Old Farm Way with Deer Run;

Thence by a curve to the right with a radius of twenty-five and 00/100 (25.00') feet, along the easterly line of Deer Run, beside said Tremblay and Goulet land, for a distance measured along the arc of thirty-nine and 27/100

(39.27') feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence North $47^{\circ} 48' 34''$ East one hundred ninety-five and $00/100$ (195.00') feet along the easterly line of Deer Run, beside said Tremblay and Goulet land and beside land currently of Antonio G. and Monica S. Jorge (Lot 86A) to a corner witnessed by a concrete bound set at the point of curvature;

Thence by a curve to the left with a radius of two hundred eighty and $00/100$ (280.00') feet, along the easterly line of Deer Run, beside said Jorge land and beside land currently of Ridge View Realty Trust (Lot 79A), for a distance measured along the arc of one hundred thirty-six and $33/100$ (136.33') feet to a corner witnessed by a concrete bound set at the point of reverse curvature;

Thence by a curve to the right with a radius of sixty and $00/100$ (60.00') feet, along the easterly line of Deer Run, beside said Ridge View land, for a distance measured along the arc of thirty-five and $80/100$ (35.80') feet to a corner witnessed by a concrete bound set at the point of reverse curvature;

Thence by a curve to the left with a radius of sixty and $00/100$ (60.00') feet, along the easterly, northerly and westerly lines of Deer Run, beside said Ridge View land and beside land currently of Bernard J. and Marsha C. Pointer (Lot 87) and land currently of Lillie T. Wilson (Lot 88A), for a distance measured along the arc of two hundred seventy-three and $40/100$ (273.40') feet to a corner witnessed by a concrete bound set at the point of reverse curvature;

Thence by a curve to the right with a radius of sixty and $00/100$ (60.00') feet, along the westerly line of Deer Run, beside said Wilson land, for a distance measured along the arc of fifty-six and $69/100$ (56.69') feet to a corner witnessed by a concrete bound set at the point of compound curvature;

Thence by a curve to the right with a radius of two hundred twenty and $00/100$ (220.00') feet, along the westerly line of Deer Run, beside said Wilson land for a distance measured along the arc of seventy-nine and $31/100$ (79.31') feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence South $47^{\circ} 48' 34''$ West one hundred ninety-five and $00/100$ (195.00') feet along the westerly line of Deer Run, beside said Wilson land and beside land currently of Andrew R. Wancheck (Lot 89A), to a corner witnessed by a concrete bound set at the northerly intersection of Deer Run with Old Farm Way;

Thence by a curve to the right with a radius of twenty-five and $00/100$ (25.00') feet, along the northerly line of Old Farm Way, beside said Wancheck land, for a distance measured along the arc of thirty-nine and $27/100$ (39.27') feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence North 42° 11' 26" West two hundred thirty-five and 00/100 (235.00') feet along the northerly line of Old Farm Way, beside said Wanchek land, and beside land currently of Xuecheng and Tao Zhang (Lot 90) to a point in the northerly sideline on Old Farm Way;

Thence South 47° 48' 34" West eighty-five and 00/100 (85.00') feet across Old Farm Way to a point along the centerline of Holly Ridge Road;

Thence South 42° 11' 26" East thirty and 00/100 (30.00') feet across Holly Ridge Road to a corner at land currently of Steven J. and Kathleen N. Monterio (Lot 31), witnessed by a concrete bound set at the southerly intersection of Holly Ridge Road with Old Farm Way;

Thence by a curve to the right with a radius of twenty-five and 00/100 (25.00') feet, along the southerly line of Old Farm Way, beside said Monterio land, for a distance measured along the arc of thirty-nine and 27/100 (39.27') feet to a corner at witnessed by a concrete bound set at the point of tangency;

Thence South 42° 11' 26" East four hundred seventy-five and 00/100 (475.00') feet along the southerly line of Old Farm Way, beside said Monterio land, and beside land currently of Michael A. Anuta and Jean Lois Hoffman (Lot 32) and beside land currently of David and Renee L. Gordon (Lot 33), to a corner witnessed by a concrete bound set at the westerly intersection of Old Farm Way with Partridge Run;

Thence by a curve to the right with a radius of twenty-five and 00/100 (25.00') feet, along the westerly line of Partridge Run, beside said Gordon land, for a distance measured along the arc of thirty-nine and 27/100 (39.27') feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence South 47° 48' 34" West three hundred five and 63/100 (305.63') feet along the westerly line of Partridge Run, beside said Gordon land and beside land currently of John and Sandra Ignatowich (Lot 34), to a corner witnessed by a concrete bound set at the point of curvature;

Thence by a curve to the right with a radius of sixty and 00/100 (60.00') feet, along the westerly line of Partridge Run, beside said Ignatowich land and beside land currently of Nicholas Mancini and Deanna DiMastrantonio (Lot 35), for a distance measured along the arc of forty-three and 36/100 (43.36') feet to a corner witnessed by a concrete bound set at the point of reverse curvature;

Thence by a curve to the left with a radius of sixty and 00/100 (60.00') feet, along the westerly, southerly and easterly lines of Partridge Run, beside said Mancini and DiMastrantonio land and beside land currently of Klemen Strle and Peggy Leung-Strle (Lot 36A) and land currently of Frederick Abramowitz (Lot 39A), for a distance measured along the arc of two hundred seventy-five and 22/100 (275.22') feet to a corner witnessed by a concrete bound set at the point of reverse curvature;

Thence by a curve to the right with a radius of sixty and 00/100 (60.00') feet, along the easterly line of Partridge Run, beside said Abramowitz land and beside land of William L. III and Kimberly J. Adamson (Lot 40A) for a distance measured along the arc of forty-three and 36/100 (43.36') feet to a corner witnessed by a magnetic nail set at the point of tangency;

Thence North 47° 48' 34" East three hundred five and 63/100 (305.63') feet along the easterly line of Partridge Run, beside said Adamson land, and beside land currently of Mark S. and Lyna Tiernan (Lot 41), to a corner witnessed by a concrete bound set at the southerly intersection of Partridge Run with Old Farm Way;

Thence by a curve to the right with a radius of twenty-five and 00/100 (25.00') feet, along the southerly line of Old Farm Way, beside said Tiernan land, for a distance measured along the arc of thirty-nine and 27/100 (39.27') feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence South 42° 11' 26" East one hundred forty and 00/100 (140.00') feet along the southerly line of Old Farm Way, beside said Tiernan land, to a corner witnessed by a concrete bound set at the southerly intersection of Old Farm Way with Hickory Way;

Thence by a curve to the right with a radius of twenty-five and 00/100 (25.00') feet, along the westerly line of Hickory Way, beside said Tiernan land, for a distance measured along the arc of thirty-nine and 27/100 (39.27') feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence South 47° 48' 34" West one hundred eighty-nine and 85/100 (189.85') feet along the westerly line of Hickory Way, beside said Tiernan land, to a corner at land currently of William L. III and Kimberly J. Adamson (Lot 40A) witnessed by a concrete bound set at the point of curvature;

Thence by a curve to the left with a radius of five hundred thirty and 00/100 (530.00') feet, along the westerly line of Hickory Way, beside said Adamson land and beside land currently of Tonia M. Socha (Lot 38), for a (387.57') feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence South 05° 54' 39" West one hundred twelve and 69/100 (112.69') feet along the westerly line of Hickory Way, beside said Socha land, and beside land currently of Rosalie M. Bucci (Lot 37A) to a corner witnessed by a concrete bound;

Thence South 09° 43' 29" West sixty-one and 97/100 (61.97') feet along the westerly line of Hickory Way, beside said Bucci land, to a corner witnessed by a magnetic nail set at the point of curvature;

Thence by a curve to the right with a radius of fifty and 00/100 (50.00') feet, along the westerly line of Hickory Way, beside said Bucci land, for a distance measured along the arc of seventy-one and 88/100 (71.88') feet to

a corner witnessed by a concrete bound set at the point of tangency;

Thence North 87° 54' 12" West fifty-one and 46/100 (51.46') feet along the westerly line of Hickory Way, beside said Bucci land, to the place of beginning.

Containing 4.94 acres.

Being an easement for roadway purposes over ways shown on the above referenced plan (Plan No. 164 of 2005), which comprise part of the land that Ayer Development Company, Inc. conveyed to Ridge View Realty Trust by the Deed dated 21 August 2009, recorded in said Registry of Deeds in Book 53432, Page 250.

WITH THE BENEFIT OF

The roadway easement conveyed by this Deed has the benefit of the nonexclusive perpetual right and easement over, under and upon the following 21 slope easements shown on said aforementioned plan (Plan No. 164 of 2005) for the purpose of accommodating improvement of the Roadway and drainage system, including but not limited to, drainage structures, lot grading, easement monumenting, loaming and seeding. Without limiting the generality hereof, said benefit includes for each easement the right to enter upon the lots upon which the easement crosses with any and all material and equipment necessary to effectuate the easement and the right to perform grading, and to deposit fill and other material necessary for the improvement, drainage, support, and maintenance of the Roadway.

1. Proposed **Slope Easement** beside the easterly line of Hickory Way, crossing land currently of Ridge View Realty Trust (**Lot 46**), beside land currently of Heather Sequeira and James Howard (Lot 45). Said Slope Easement is further bounded and described as follows:

Beginning at the most southeasterly corner thereof witnessed by a concrete bound set at the northeasterly intersection of Littleton Road with Hickory Way at said Ridge View land (Lot 46);

Thence North 80° 16' 31" West fifty-one and 46/100 (51.46') feet along the easterly line of Hickory Way, beside said Ridge View land, to a corner witnessed by a concrete bound set at the point of curvature;

Thence by a curve to the right with a radius of fifty and 00/100 (50.00') feet, along the easterly line of Hickory Way, beside said Ridge View land, for a distance measured along the arc of seventy-one and 88/100 (71.88') feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence North 02° 05' 48" East sixty-one and 97/100 (61.97') feet along the easterly line of Hickory Way, beside said Ridge View land, to a corner witnessed by a concrete bound;

Thence North 05° 54' 39" East forty-six and 23/100 (46.23') feet along the easterly line of Hickory Way, beside said Ridge View land to a corner at said Sequeira and Howard land;

Thence South 78° 10' 38" East forty and 21/100 (40.21') feet beside said Sequeira and Howard land to a corner;

Thence South 05° 54' 39" West forty and 76/100 (40.76') feet, crossing said Ridge View land to a corner;

Thence South 02° 05' 48" West sixty and 64/100 (60.64') feet, crossing said Ridge View land to a corner;

Thence South 41° 51' 29" East seventy-eight and 33/100 (78.33') feet, crossing said Ridge View land to the place of beginning;

2. Proposed 40' Wide **Slope Easement** beside the easterly line of Hickory Way, crossing land currently of Heather Sequeira and James Howard (**Lot 45**), beside land currently of Ridge View Realty Trust (Lot 46) and beside land currently of Paulo C. Balbio (Lot 44A).

3. Proposed **Slope Easement** beside the easterly line of Hickory Way, crossing land currently of Paulo C. Balbio (**Lot 44A** as shown on said Plan 549 of 2012) beside land currently of Heather Sequeira and James Howard (Lot 45) and beside land currently of Joseph A. and Maggie K. Calvetti (Lot 43A). Said Slope Easement is further bounded and described as follows:

Beginning at the most southwesterly corner thereof along the easterly line of Hickory Way at a corner of said Balbio land and said Sequeira and Howard land;

Thence by a curve to the right with a radius of four hundred seventy and 00/100 (470.00') feet, along the easterly line of Hickory Way, beside said Sequeira and Howard land for a distance measured along the arc of one hundred fifty and 00/100 (150.00') feet to a corner at said Calvetti land;

Thence South 74° 00' 00" East thirty-one and 73/100 (31.73') feet beside said Calvetti land to a corner;

Thence by a curve to the left with a radius of four hundred forty and 00/100 (440.00') feet, crossing said Balbio land for a distance measured along the arc of nine and 67/100 (9.67') feet to a corner;

Thence South 56° 15' 51" East five and 00/100 (5.00') feet, crossing said Balbio land to a corner;

Thence by a curve to the left with a radius of four hundred thirty-five and 00/100 (435.00') feet, crossing said Balbio land for a distance measured along the arc of one hundred forty-two and 56/100 (142.56') feet to a corner along the common boundary line between said Balbio land and said Sequeira and Howard land;

Thence North 68° 28' 09" East thirty-five and 17/100 (35.17') feet, along the common boundary line between said Balbio land and said Sequeira and Howard land to the place of beginning.

4. Proposed 30' Wide **Slope Easement** beside the easterly line of Hickory Way, crossing land currently of Joseph A. and Maggie K. Calvetti (**Lot 43A** as shown on said Plan 549 of 2012) beside said Balbio land (Lot 44A), and beside land currently of 2008 Revocable Living Trust of Laurette L. Casey (Lot 42).

5. Proposed 25' Wide **Slope Easement** beside the easterly line of Hickory Way, crossing land currently of 2008 Revocable Living Trust of Laurette L. Casey (**Lot 42**) beside land currently of Joseph A. and Maggie K. Calvetti (Lot 43A).

6. Proposed **Slope Easement** beside the westerly line of Old Farm Way, crossing land currently of 2008 Revocable Living Trust of Laurette L. Casey (**Lot 42**), beside land currently of Joseph A. and Maggie K. Calvetti (Lot 43A). Said Slope Easement is further bounded and described as follows:

Beginning at the most southerly corner thereof along the westerly line of Old Farm Way at a corner of said Casey land and said Calvetti land;

Thence North $47^{\circ} 11' 24''$ West fifteen and 00/100 (15.00') feet, beside said Calvetti land to a corner.

Thence North $48^{\circ} 44' 02''$ East seventy-eight and 80/100 (78.80') feet, crossing said Casey land to a corner along the westerly line of Old Farm Way witnessed by a concrete bound set at the point of compound curvature;

Thence by a curve to the right with a radius of sixty and 00/100 (60.00') feet, along the westerly line of Old Farm Way, beside said Casey land, for a distance measured along the arc of fifty-six and 69/100 (56.69') feet to a corner witnessed by a concrete bound set at the point of reverse curvature;

Thence by a curve to the left with a radius of sixty and 00/100 (60.00') feet, along the westerly line of Old Farm Way, beside said Casey land, for a distance measured along the arc of twenty-four and 86/100 (24.86') feet to the place of beginning.

7. Proposed 15' Wide **Slope Easement** beside the westerly line of Old Farm Way, crossing land currently of Joseph A. and Maggie K. Calvetti (**Lot 43A** shown on said Plan 542 of 2012), beside land currently of 2008 Revocable Living Trust of Laurette L. Casey (Lot 42), and beside land currently of Colleen B. and John M. Bent (Lot 47).

8. Proposed 10' Wide **Slope Easement** beside the westerly line of Hickory Way and beside the northerly line of Old Farm Way, crossing land currently of Jason Allan and Lauren A. Houde (**Lot 83**), beside land currently of Christopher A. and Sarah M. Page (Lot 82), and beside land currently of Paul W. and Eileen M. Froehlich (Lot 84).

9. Proposed 10' Wide **Slope Easement** beside the northerly line of Old Farm Way and beside the easterly line of Deer Run, crossing land currently of Yan-Sebastien Tremblay and Christine Goulet (**Lot 85A** shown on said plan 119 of 2011), beside land currently of Paul W. and Eileen M. Froehlich (Lot 84), and

beside land currently of Antonio G. and Monica S. Jorge (Lot 86A).

10. Proposed **Slope Easement** beside the easterly line of Deer Run, crossing land currently of Antonio G. and Monica S. Jorge (**Lot 86A** shown on said Plan 119 of 2011), beside land currently of Yan-Sebastien Tremblay and Christine Goulet (Lot 85A). Said Slope Easement is further bounded and described as follows:

Beginning at the most westerly corner thereof along the easterly line of Deer Run at a corner of said Jorge land and said Tremblay and Goulet land;

Thence North $47^{\circ} 48' 34''$ East twenty-two and $93/100$ (22.93') feet along the easterly line of Deer Run, beside said Jorge land to a corner witnessed by a concrete bound set at the point of curvature;

Thence South $57^{\circ} 51' 52''$ East ten and $39/100$ (10.39') feet, crossing said Jorge land to a corner;

Thence South $47^{\circ} 48' 34''$ West eighteen and $17/100$ (18.17') feet, crossing said Jorge land to a corner along the common boundary line between said Jorge land and said Tremblay and Goulet land;

Thence North $79^{\circ} 18' 47''$ West twelve and $54/100$ (12.54') feet, along the common boundary line between said Jorge land and said Tremblay and Goulet land, to the place of beginning.

11. Proposed **Slope Easement** beside the easterly line of Deer Run, crossing land currently of Ridge View Realty Trust (**Lot 79A** shown on said Plan 119 of 2011), beside land currently of Bernard J. and Marsha C. Pointer (Lot 87). Said Slope Easement is further bounded and described as follows:

Beginning at the most northwesterly corner thereof along the easterly line of Deer Run at a corner of said Ridge View land and said Pointer land;

Thence North $87^{\circ} 45' 56''$ East thirteen and $06/100$ (13.06') feet, beside said Pointer land to a corner;

Thence by a curve to the right with a radius of seventy and $00/100$ (70.00') feet, crossing said Ridge View land, for a distance measured along the arc of one hundred four and $54/100$ (104.54') feet to a corner;

Thence North $78^{\circ} 50' 46''$ West twelve and $90/100$ (12.90') feet, crossing said Ridge View land to a corner along the easterly line of Deer Run witnessed by a concrete bound set at the point of reverse curvature;

Thence by a curve to the left with a radius of sixty and $00/100$ (60.00') feet, along the easterly line of Deer Run, beside said Ridge View land, for a distance measured along the arc of one hundred four and $94/100$ (104.94') feet to the place of beginning.

12. Proposed **Slope Easement** beside the westerly line of Deer Run, crossing land currently of Lillie T. Wilson (**Lot 88A** shown on said Plan 272 of 2011),

beside land currently of Andrew R. Wancheck (Lot 89A). Said Slope Easement is further bounded and described as follows:

Beginning at the most southerly corner thereof along the easterly line of Deer Run at a corner of said Wilson land and said Wancheck land;

Thence North $39^{\circ} 53' 36''$ West ten and $01/100$ (10.01') feet, along the common boundary line between said Wilson land and said Wancheck land, to a corner;

Thence North $47^{\circ} 48' 34''$ East one and $80/100$ (1.80') feet, crossing said Wilson land to a corner;

Thence South $41^{\circ} 00' 46''$ East ten and $00/100$ (10.00') feet, crossing said Wilson land to a corner along the westerly line of Deer Run;

Thence South $47^{\circ} 48' 34''$ West two and $00/100$ (2.00') feet along the westerly line of Deer Run, beside said Wilson land, to the place of beginning.

13. Proposed 10' Wide **Slope Easement** beside the westerly line of Deer Run and beside the northerly line of Old Farm Way, crossing land currently of Andrew R. Wancheck (**Lot 89A** shown on said Plan 272 of 2011), beside land currently of Lillie T. Wilson (Lot 88A), and beside land currently of Xuecheng and Tao Zhang (Lot 90).

14. Proposed **Slope Easement** beside the easterly line of Holly Ridge Road and beside the southerly line of Old Farm Way, crossing land currently of Steven J. and Kathleen N. Monterio (**Lot 31**), beside land currently of Michael A. Anuta and Jean Lois Hoffman (Lot 32). Said Slope Easement is further bounded and described as follows:

Beginning at the most easterly corner thereof along the southerly line of Old Farm Way at a corner of said Monterio land and said Anuta and Hoffman land;

Thence South $47^{\circ} 48' 34''$ East twenty and $00/100$ (20.00') feet, along the common boundary line between said Monterio land and said Anuta and Hoffman land to a corner;

Thence North $42^{\circ} 11' 26''$ West one hundred sixty and $00/100$ (160.00') feet, crossing said Monterio land to a corner;

Thence South $60^{\circ} 34' 31''$ West one hundred thirteen and $14/100$ (113.14') feet, crossing said Monterio land to a corner along the easterly line of Holly Ridge Road;

Thence North $47^{\circ} 48' 34''$ East one hundred five and $34/100$ (105.34') feet, along the easterly line of Holly Ridge Road, beside said Monterio land, to a corner witnessed by a concrete bound set at the southerly intersection of Holly Ridge Road with Old Farm Way;

Thence by a curve to the right with a radius of twenty-five and $00/100$ (25.00') feet, along the southerly line of Old Farm Way, beside said

Monterio land, for a distance measured along the arc of thirty-nine and 27/100 (39.27) feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence South 42° 11' 26" East one hundred sixty and 00/100 (160.00) feet along the southerly line of Old Farm Way, beside said Monterio land to the place of beginning.

15. Proposed 15' Wide **Slope Easement** beside the southerly line of Old Farm Way, crossing land currently of Michael A. Anuta and Jean Lois Hoffman (**Lot 32**), beside land currently of Steven J. and Kathleen N. Monterio (Lot 31), and beside land currently of David and Renee L. Gordon (Lot 33).

16. Proposed 25' Wide **Slope Easement** beside the southerly line of Old Farm Way and beside the westerly line of Partridge Run, crossing land currently of David and Renee L. Gordon (**Lot 33**), beside land currently of Michael A. Anuta and Jean Lois Hoffman (Lot 32), and beside land currently of John and Sandra Ignatowich (Lot 34).

17. Proposed **Slope Easement** beside the easterly line of Partridge Run and beside the southerly line of Old Farm Way and beside the westerly line of Hickory Way, crossing land currently of Mark S. and Lyna Tiernan (**Lot 41**), beside land currently of William L. III and Kimberly J. Adamson (Lot 40A). Said Slope Easement is further bounded and described as follows:

Beginning at the most northwesterly corner thereof along the easterly line of Partridge Run at a corner of said Tiernan land and said Adamson land;

Thence North 47° 48' 34" East three hundred five and 63/100 (305.63) feet along the easterly line of Partridge Run, beside said Tiernan land, to a corner witnessed by a concrete bound set at the southerly intersection of Partridge Run with Old Farm Way;

Thence by a curve to the right with a radius of twenty-five and 00/100 (25.00) feet, along the southerly line of Old Farm Way, beside said Tiernan land, for a distance measured along the arc of thirty-nine and 27/100 (39.27) feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence South 42° 11' 26" East one hundred forty and 00/100 (140.00) feet along the southerly line of Old Farm Way, beside said Tiernan land, to a corner witnessed by a concrete bound set at the westerly intersection of Old Farm Way with Hickory Way;

Thence by a curve to the right with a radius of twenty-five and 00/100 (25.00) feet, along the westerly line of Hickory Way, beside said Tiernan land, for a distance measured along the arc of thirty-nine and 27/100 (39.27) feet to a corner witnessed by a concrete bound set at the point of tangency; Thence South 47° 48' 34" West one hundred eighty-nine and 85/100 (189.85) feet along the westerly line of Hickory Way, beside said Tiernan land, to a corner at said Adamson land witnessed by a concrete bound set at the point of curvature;

Thence North 41° 19' 53" West thirty and 00/100 (30.00') feet, along the common boundary line between said Tiernan land and said Adamson land to a corner;

Thence North 47° 48' 34" West two hundred four and 40/100 (204.40') feet, crossing said Tiernan land to a corner;

Thence North 42° 11' 26" West one hundred twenty-five and 00/100 (125.00') feet, crossing said Tiernan land to a corner;

Thence South 57° 38' 21" West two hundred five and 01/100 (205.01') feet, crossing said Tiernan land to the place of beginning.

18. Proposed 30' Wide **Slope Easement** beside the westerly line of Hickory Way, crossing land currently of William L. III and Kimberly J. Adamson (**Lot 40A** shown on said Plan 119 of 2011), beside land currently of Mark S. and Lyna Tiernan (Lot 41), and beside land currently of Frederic Abramowitz (Lot 39A).

19. Proposed 30' Wide **Slope Easement** beside the westerly line of Hickory Way, crossing land currently of Frederic Abramowitz (**Lot 39A** shown on said Plan 119 of 2011), beside land currently of William L. III and Kimberly J. Adamson (Lot 40A), and beside land currently of Tonia M. Socha (Lot 38).

20. Proposed 30' Wide **Slope Easement** beside the westerly line of Hickory Way, crossing land currently of Tonia M. Socha (**Lot 38**), beside land currently of Frederic Abramowitz (Lot 39A), and beside land currently of Rosalie M. Bucci (Lot 37A).

21. Proposed **Slope Easement** beside the westerly line of Hickory Way, crossing land currently of Rosalie M. Bucci (**Lot 37A** shown on said Plan 136 of 2011), beside land currently of Tonia M. Socha (Lot 38). Said Slope Easement is further bounded and described as follows:

Beginning at the most northeasterly corner thereof along the westerly line of Hickory Way at a corner of said Bucci land and said Socha land;

Thence South 05° 54' 39" West thirty-eight and 18/100 (38.18') feet along the westerly line of Hickory Way, beside said Bucci land, to a corner witnessed by a concrete bound;

Thence South 09° 43' 29" West sixty-one and 97/100 (61.97') feet along the westerly line of Hickory Way, beside said Bucci land, to a corner witnessed by a magnetic nail set at the point of curvature;

Thence by a curve to the right with a radius of fifty and 00/100 (50.00') feet, along the westerly line of Hickory Way, beside said Bucci land, for a distance measured along the arc of seventy-one and 88/100 (71.88') feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence North 24° 48' 55" East fifty-one and 33/100 (51.33') feet, crossing said Bucci land to a corner;

Thence North 09° 43' 29" East sixty and 98/100 (60.98') feet, crossing said Bucci land to a corner;

Thence North 05° 54' 39" East thirty-seven and 18/100 (37.18') feet, crossing said Bucci land to a corner along the common boundary line between said Bucci land and said Socha land;

Thence South 84° 05' 21" East thirty and 00/100 (30.00') feet, along the common boundary line between said Bucci land and said Socha land, to the place of beginning.

WITH THE BENEFIT OF

The roadway easement conveyed by this Deed has the benefit of the nonexclusive perpetual right and easement over, under and upon the following four slope and utility easements shown on said aforementioned plan (Plan No. 164 of 2005) for the purpose of accommodating improvement of the Roadway and utility systems, including but not limited to, utility structures, lot grading, easement monumenting, loaming and seeding, maintaining utility facilities of all types and kinds, for the purpose of cross-country conveyance of utilities. Without limiting the generality hereof, said benefit includes for each easement the right to enter upon the lots upon which the easement crosses with any and all material and equipment necessary to effectuate the easement and the right to perform grading, and to deposit fill and other material necessary for the improvement, drainage, support, and maintenance of the Roadway, and the right to improve and maintain any all utility facilities within the easement area that may be necessary to effectuate said easement.

22. Proposed 10' Wide **Slope and Utility Easement** beside the southerly line of Old Farm Way, crossing land currently of Colleen B. and John M. Bent (**Lot 47**), beside land currently of Joseph A. and Maggie K. Calvetti (Lot 43A), and beside land currently of Shawn and Rachel A. Milleri (Lot 48A).

23. Proposed 10' Wide **Slope and Utility Easement** beside the southerly line of Old Farm Way, crossing land currently of Shawn and Rachel A. Milleri (**Lot 48A** shown on said Plan 119 of 2011), beside land currently of Colleen B. and John M. Bent (Lot 47), and beside land currently of Dora Polam Mak and Michael Kwingfat Li (Lot 49A).

24. Proposed 10' Wide **Slope and Utility Easement** beside the easterly line of Old Farm Way, crossing land currently of Dora Polam Mak and Michael Kwingfat Li (**Lot 49A shown on said Plan 119 of 2011**), beside land currently of Shawn and Rachel A. Milleri (Lot 48A), and beside land currently of Scott Michael Pezza and Melanie Najarian (Lot 50A).

25. Proposed 10' Wide **Slope and Utility Easement** beside the easterly line of Old Farm Way, crossing land currently of Scott Michael Pezza and Melanie Najarian (**Lot 50A shown on said Plan 119 of 2011**), beside land currently of Dora Polam Mak and Michael Kwingfat Li (Lot 49A), and beside land currently of Patrick J. and Debra A. Futterer (Lot 51A).

WITH THE BENEFIT OF

The roadway easement conveyed by this Deed has the benefit of the nonexclusive perpetual right and easement over, under and upon the following slope and drainage easement shown on said aforementioned plan (Plan No. 164 of 2005) for the purpose of accommodating improvement of the Roadway and drainage system, including but not limited to, drainage structures, lot grading, easement monumenting, loaming and seeding, maintaining drainage basins and drainage facilities of all types and kinds, for the purpose of discharge of surface runoff water from the Roadway. Without limiting the generality hereof, said benefit includes the right to enter upon the lot upon which the easement crosses with any and all material and equipment necessary to effectuate this easement and the right to improve and maintain any and all drainage facilities within the easement area that may be necessary to effectuate said easement.

26. Proposed 10' Wide **Slope & Drainage Easement** beside the easterly line of Hickory Way, crossing land currently of Darryl C. and Kathryn Harrison (**Lot 52A** as shown on said Plan 119 of 2011), beside land currently of Kenneth G. and Carol L. Schwefler (Lot 53).

WITH THE BENEFIT OF

The roadway easement conveyed by this Deed has the benefit of the nonexclusive perpetual right and easement over, under and upon the following 28 drainage easements shown on said aforementioned plan (Plan No. 164 of 2005) for the purpose of accommodating improvement of the Roadway and drainage system, including but not limited to, drainage structures, lot grading, easement monumenting, loaming and seeding, maintaining drainage basins and drainage facilities of all types and kinds, for the purpose of discharge of surface runoff water from the Roadway. Without limiting the generality hereof, said benefit includes for each easement the right to enter upon the lots upon which the easement crosses with any and all material and equipment necessary to effectuate this easement and the right to improve and maintain any and all drainage facilities within the easement area that may be necessary to effectuate said easement.

27. Proposed 20' Wide **Drainage Easement** crossing land currently of Joseph A. and Maggie K. Calvetti (**Lot 43A** as shown on said Plan 549 of 2012) beside land currently of 2008 Revocable Living Trust of Laurette L. Casey (Lot 42). Said Drainage Easement is further described as follows:

Beginning at the most easterly corner thereof along the common boundary line between said Calvetti land and said Casey land at a point located North 47° 11' 24" West eighty-five and 00/100 (85.00') feet along said line from the common corner of said Calvetti land and said Casey land along the northwesterly line of Old Farm Way;

Thence North 85° 57' 39" West one hundred twenty-five and 00/100 (125.00') feet, crossing said Calvetti land to a corner;

Thence North 47° 11' 24" West thirty-five and 13/100 (35.13') feet, crossing said Calvetti land to a corner;

Thence South 85° 57' 39" East one hundred twenty-five and 00/100 (125.00') feet, crossing said Calvetti land to a point along the common boundary line between said Calvetti land and said Casey land;

Thence South 47° 11' 24" East one hundred thirty-five and 13/100 (35.13') feet along the common boundary line between said Calvetti land and said Casey land to the place of beginning.

28. Proposed 20' Wide **Drainage Easement** beside the westerly line of Old Farm Way, crossing land currently of 2008 Revocable Living Trust of Laurette L. Casey (**Lot 42**), beside land currently of Joseph A. and Maggie K. Calvetti (Lot 43A). Said Drainage Easement is further described as follows:

Beginning at the most northeasterly corner thereof witnessed by a concrete bound set along the westerly line of Old Farm Way beside said Casey land;

Thence by a curve to the right with a radius of sixty and 00/100 (60.00') feet, along the westerly line of Old Farm Way, beside said Casey land, for a distance measured along the arc of twenty and 27/100 (20.27') feet to a corner;

Thence North 81° 53' 29" West one hundred six and 15/100 (106.15') feet, crossing said Casey land to a point along the common boundary line between said Casey land and said Calvetti land;

Thence North 47° 11' 24" West thirty-five and 13/100 (35.13') feet along the common boundary line between said Casey land and said Calvetti land to a corner;

Thence South 81° 53' 29" East one hundred thirty-seven and 68/100 (137.68') feet crossing said Casey land to the place of beginning.

29. Proposed **Drainage Easement** beside the northerly line of Littleton Road, crossing land currently of Shawn and Rachel A. Milleri (**Lot 48A** as shown on said Plan 119 of 2011) beside land currently of Dora Polam Mak and Michael Kwingfat Li (Lot 49A). Said Drainage Easement is further described as follows:

Beginning at the most southerly corner thereof along the northerly line of Littleton Road at a corner of said Milleri land and said Mak and Li land;

Thence South 81° 19' 25" West fourteen and 00/100 (14.00') feet along the northerly line of Littleton Road to a corner;

Thence North 11° 47' 59" East eighty-six and 12/100 (86.12') feet, crossing said Milleri land to a point along the common boundary line between said Milleri land and said Mak and Li land;

Thence South 37° 12' 56" East sixty-one and 03/100 (61.03') feet along the common boundary line between said Milleri land and said Mak and Li land to a corner;

Thence South 50° 27' 33" West fifty-two and 75/100 (52.75') feet along the common boundary line between said Milleri land and said Mak and Li land to the place of beginning.

30. Proposed **Drainage Easement** beside the northerly line of Littleton Road, crossing land currently of Dora Polam Mak and Michael Kwingfat Li (**Lot 49A** as shown on said Plan 119 of 2011) beside land currently of Shawn and Rachel A. Milleri (Lot 48A) and beside land currently of Scott Michael Pezza and Melanie Najarian (Lot 50A). Said Drainage Easement is further described as follows:

Beginning at the most easterly corner thereof along the northerly line of Littleton Road at a corner of said Mak and Li land and said Pezza and Najarian land;

Thence South 81° 19' 25" West one hundred fifty and 00/100 (150.00') feet along the northerly line of Littleton Road to a corner along the common boundary line between said Mak and Li land and said Milleri land;

Thence North 50° 27' 33" East fifty-two and 75/100 (52.75') feet along the common boundary line between said Mak and Li land and said Milleri land to a corner;

Thence North 37° 12' 56" West sixty-one and 03/100 (61.03') feet along the common boundary line between said Mak and Li land and said Milleri land to a corner;

Thence North 11° 47' 59" East one hundred thirty-nine and 01/100 (139.01') feet crossing said Mak and Li land to a corner;

Thence North 23° 06' 21" West one hundred eighty and 00/100 (180.00') feet crossing said Mak and Li land to a corner along the common boundary line between said Mak and Li land and said Pezza and Najarian land;

Thence South 76° 47' 27" West thirty-seven and 23/100 (37.23') feet along the common boundary line between said Mak and Li land and said Pezza and Najarian land to a corner;

Thence South 23° 06' 21" East three hundred eighty-three and 45/100 (383.45') feet along the common boundary line between said Mak and Li land and said Pezza and Najarian land to the place of beginning.

31. Proposed **Drainage Easement** beside the northerly line of Littleton Road, crossing land currently of Scott Michael Pezza and Melanie Najarian (**Lot 50A** shown on said Plan 119 of 2011) beside land currently of Dora Polam Mak and Michael Kwingfat Li (Lot 49A) and beside land currently of Patrick J. and Debra A. Futterer (Lot 51A). Said Drainage Easement is further described as follows:

Beginning at the most easterly corner thereof along the northerly line of Littleton Road at a corner of said Pezza and Najarian land and said Futterer land and land currently of Ridge View Realty Trust (Parcel 'E');

Thence by a curve to the right with a radius of sixty hundred sixty-eight and $72/100$ (668.72') feet, along the northerly line of Littleton Road, beside said Pezza and Najarian land, for a distance measured along the arc of sixty-two and $63/100$ (62.63') feet to a corner at the point of tangency;

Thence South $81^{\circ} 19' 25''$ West one hundred forty-three and $22/100$ (143.22') feet along the northerly line of Littleton Road to a corner along the common boundary line between said Pezza and Najarian land and said Mak and Li land;

Thence North $23^{\circ} 06' 21''$ West three hundred eighty-three and $45/100$ (383.45') feet along the common boundary line between said Pezza and Najarian land and said Mak and Li land to a corner;

Thence North $76^{\circ} 47' 27''$ West one hundred fifty and $00/100$ (150.00') feet along the common boundary line between said Pezza and Najarian land and said Mak and Li land to a corner along the easterly line of Old Farm Way witnessed by a concrete bound set at the point of reverse curvature;

Thence by a curve to the left with a radius of two hundred eighty and $00/100$ (280.00') feet, along the easterly line of Old Farm Way, beside said Pezza and Najarian land, for a distance measured along the arc of twenty and $01/100$ (20.01') feet to a corner;

Thence North $86^{\circ} 24' 40''$ East one hundred seven and $46/100$ (107.46') feet crossing said Pezza and Najarian land to a corner;

Thence North $06^{\circ} 17' 49''$ West seventy-six and $95/100$ (76.95') feet, crossing said Pezza and Najarian land to a corner;

Thence North $83^{\circ} 53' 49''$ East ninety and $00/100$ (90.00') feet crossing said Pezza and Najarian land to a corner along the common boundary line between said Pezza and Najarian land and said Futterer land;

Thence South $23^{\circ} 06' 21''$ East four hundred eighty-five and $98/100$ (485.98') feet along the common boundary line between said Pezza and Najarian land and said Futterer land to a corner;

Thence South $81^{\circ} 00' 59''$ East one hundred eighteen and $03/100$ (118.03') feet along the common boundary line between said Pezza and Najarian land and said Futterer land to the place of beginning.

32. Proposed **Drainage Easement** crossing land currently of Patrick J. and Debra A. Futterer (**Lot 51A** shown on said Plan 119 of 2011) beside land currently of Scott Michael Pezza and Melanie Najarian (Lot 50A) and beside land currently of James J. and Susan A. Lynch (Lot 56) and beside land currently of Navin D. and Rita N. Patel (Lot 57) and beside land currently of Ridge View Realty Trust (Parcel 'E'). Said Drainage Easement is further described as follows:

Beginning at the most easterly corner thereof along the northerly line of Littleton Road at a corner of said Futterer land and said Ridge View land and said Pezza and Najarian land;

Thence North $81^{\circ} 00' 59''$ West one hundred eighteen and $03/100$ (118.03') feet along the common boundary line between said Futterer land and said Pezza and Najarian land to a corner;

Thence North $23^{\circ} 06' 21''$ West four hundred eighty-five and $98/100$ (485.98') feet along the common boundary line between said Futterer land and said Pezza and Najarian land to a corner;

Thence North $83^{\circ} 53' 49''$ East one hundred four and $57/100$ (104.57') feet, crossing said Futterer land to a corner along the common boundary line between said Futterer land and said Lynch land;

Thence South $23^{\circ} 06' 21''$ East five hundred eighteen and $11/100$ (518.11') feet, along the common boundary line between said Futterer land and said Lynch land, and along the common boundary line between said Futterer land and said Patel land, and along the common boundary line between said Futterer land and said Ridge View land to the place of beginning.

33. Proposed **Drainage Easement** beside the northeasterly line of Old Farm Way crossing land currently of Patrick J. and Debra A. Futterer (**Lot 51A** shown on said Plan 119 of 2011) beside land currently of Darryl C. and Kathryn Harrison (Lot 52A) and beside land currently of Kenneth G. and Carol L. Schwefler (Lot 53). Said Drainage Easement is further described as follows:

Beginning at the most westerly corner thereof witnessed by a concrete bound set at the point of tangency along the northeasterly line of Old Farm Way at a corner of said Futterer land and said Harrison land;

Thence South $59^{\circ} 10' 38''$ East seventy-five and $74/100$ (75.74') feet along the common boundary line between said Futterer land and said Harrison land to a corner;

Thence North $59^{\circ} 58' 31''$ East one hundred ninety-seven and $64/100$ (197.64') feet along the common boundary line between said Futterer land and said Harrison land to a corner along the common boundary line between said Futterer land and said Schwefler land;

Thence South $42^{\circ} 11' 26''$ East fifteen and $00/100$ (15.00') feet along the common boundary line between said Futterer land and said Schwefler land to a corner;

Thence South $44^{\circ} 01' 17''$ West one hundred seventy-five and $00/100$ (175.00') feet, crossing said Futterer land to a corner;

Thence North $32^{\circ} 45' 02''$ West forty and $75/100$ (40.75') feet, crossing said Futterer land to a corner;

Thence South 69° 06' 28" West sixty-two and 67/100 (62.67') feet, crossing said Futterer land to a corner along the northeasterly line of Old Farm Way;

Thence by a curve to the left with a radius of two hundred eighty and 00/100 (280.00') feet, along the northeasterly line of Old Farm Way, beside said Futterer land, for a distance measured along the arc of seventy-eight and 71/100 (78.71') feet to the place of beginning.

34. Proposed **Drainage Easement** crossing land currently of Ridge View Realty Trust (**Parcel 'E'**) beside land currently of Patrick J. and Debra A. Futterer (Lot 51A) and beside land currently of Navin D. and Rita N. Patel (Lot 57). Said Drainage Easement is further described as follows:

Beginning at the most southerly corner thereof along the common boundary line between said Ridge View land and said Futterer land at a point located North 23° 06' 21" West two hundred forty-five and 26/100 (245.26') feet along said line from the common corner of said Ridge View land and said Futterer land and land currently of Scott Michael Pezza and Melanie Najarian (Lot 50A) along the northerly line of Littleton Road;

Thence North 23° 06' 21" West eighty and 10/100 (80.00') feet along the common boundary line between said Ridge View land and said Futterer land to a corner along the common boundary line between said Ridge View land and said Patel land;

Thence North 57° 37' 18" East forty-five and 59/100 (45.59') feet along the common boundary line between said Ridge View land and said Patel land to a corner;

Thence South 04° 09' 04" West ninety-eight and 26/100 (98.26') feet, crossing said Ridge View land to the place of beginning.

35. Proposed **Drainage Easement** crossing land currently of Navin D. and Rita N. Patel (**Lot 57**) beside land currently of Patrick J. and Debra A. Futterer (Lot 51A) and beside land currently of Ridge View Realty Trust (Parcel 'E') and beside land currently of James J. and Susan A. Lynch (Lot 56). Said Drainage Easement is further described as follows:

Beginning at the most northerly corner thereof along the common boundary line between said Patel land and said Lynch land at a point located South 57° 37' 18" West two hundred eighty-seven and 05/100 (287.05') feet along said line from the common corner of said Patel land and said Lynch land along the southwesterly line of Hemlock Drive;

Thence South 23° 06' 21" East one hundred fifty-one and 99/100 (151.99') feet, crossing said Patel land to a corner along the common boundary line between said Patel land and said Ridge View land;

Thence South 57° 37' 18" West forty-five and 59/100 (45.59') feet along the common boundary line between said Patel land and said Ridge View land to a corner along the common boundary line between said Patel land and said Futterer land;

Thence North 23° 06' 21" West one hundred fifty-one and 99/100 (151.99') feet along the common boundary line between said Patel land and said Futterer land to a corner along the common boundary line between said Patel land and said Lynch land;

Thence North 57° 37' 18" East forty-five and 59/100 (45.59') feet along the common boundary line between said Patel land and said Lynch land to the place of beginning.

36. Proposed **Drainage Easement** crossing land currently of James J. and Susan A. Lynch (**Lot 56**) beside land currently of Patrick J. and Debra A. Futterer (Lot 51A) and beside land currently of Navin D. and Rita N. Patel (Lot 57). Said Drainage Easement is further described as follows:

Beginning at the most easterly corner thereof along the common boundary line between said Lynch land and said Patel land at a point located South 57° 37' 18" West two hundred eighty-seven and 05/100 (287.05') feet along said line from the common corner of said Patel land and said Lynch land along the southwesterly line of Hemlock Drive;

Thence South 57° 37' 18" West forty-five and 59/100 (45.59') feet along the common boundary line between said Lynch land and said Patel land to a corner along the common boundary line between said Lynch land and said Futterer land;

Thence North 23° 06' 21" West forty and 86/100 (40.86') feet along the common boundary line between said Lynch land and said Futterer land to a corner;

Thence North 83° 53' 49" East forty-seven and 06/100 (47.06') feet, crossing said Lynch land to a corner;

Thence South 23° 06' 21" East nineteen and 75/100 (19.75') feet, crossing said Lynch land to the place of beginning.

37. Proposed **Drainage Easement** crossing land currently of Darryl C. and Kathryn Harrison (**Lot 52A** shown on said Plan 119 of 2011) beside land currently of Patrick J. and Debra A. Futterer (Lot 51A). Said Drainage Easement is further described as follows:

Beginning at the most southwesterly corner thereof along the easterly line of Old Farm Way at a corner of said Harrison land and said Futterer land;

Thence North 42° 11' 26" West seventy-five and 00/100 (75.00') feet along the easterly line of Old Farm Way, beside said Harrison land, to a corner witnessed by a concrete bound set at the southeasterly intersection of Old Farm Way with Hickory Way;

Thence by a curve to the right with a radius of twenty-five and 00/100 (25.00') feet, along the easterly line of Hickory Way, beside said Harrison land, for a distance measured along the arc of sixteen and 09/100 (16.09') feet to a corner;

Thence North 47° 48' 34" East ninety-five and 33/100 (95.33') feet, crossing said Harrison land to a corner;

Thence South 42° 11' 26" East one hundred seventy-nine and 30/100 (179.30') feet, crossing said Harrison land to a corner along the common boundary line between said Harrison land and said Futterer land;

Thence South 59° 58' 31" West eighty and 00/100 (80.00') feet along the common boundary line between said Harrison land and said Futterer land to a corner;

Thence North 59° 10' 38" West seventy-five and 74/100 (75.74') feet along the common boundary line between said Harrison land and said Futterer land to the place of beginning.

38. Proposed **Drainage Easement** crossing land currently of Darryl C. and Kathryn Harrison (**Lot 52A** shown on said Plan 119 of 2011) beside land currently of Patrick J. and Debra A. Futterer (Lot 51A) and beside land currently of Kenneth G. and Carol L. Schwefler (Lot 53). Said Drainage Easement is further described as follows:

Beginning at the most northerly corner thereof along the common boundary line between said Harrison land and said Schwefler land at a point located South 42° 11' 26" East one hundred sixty-eight and 51/100 (168.51') feet along said line from the common corner of said Harrison land and said Schwefler land along the southeasterly line of Hickory Way;

Thence South 42° 11' 26" East forty-five and 58/100 (45.58') feet along the common boundary line between said Harrison land and said Schwefler land to a corner along the common boundary line between said Harrison land and said Futterer land;

Thence South 59° 58' 31" West one hundred seventeen and 64/100 (117.64') feet along the common boundary line between said Harrison land and said Futterer land to a corner;

Thence North 37° 33' 48" East one hundred sixteen and 86/100 (116.86') feet, crossing said Harrison land to the place of beginning.

39. Proposed **Drainage Easement** crossing land currently of Kenneth G. and Carol L. Schwefler (**Lot 53**) beside land currently of Patrick J. and Debra A. Futterer (Lot 51A) and beside land currently of Darryl C. and Kathryn Harrison (Lot 52A). Said Drainage Easement is further described as follows:

Beginning at the most westerly corner thereof along the common boundary line between said Schwefler land and said Harrison land at a point located South 42° 11' 26" East one hundred sixty-eight and 51/100 (168.51') feet along said line from the common corner of said Schwefler land and said Harrison land along the southeasterly line of Hickory Way;

Thence North $37^{\circ} 33' 48''$ East fifty-eight and $14/100$ (58.14') feet, crossing said Schwefler land to a corner;

Thence South $03^{\circ} 17' 55''$ East ninety-one and $12/100$ (91.12') feet, crossing said Schwefler land to a corner along the common boundary line between said Schwefler land and said Futterer land;

Thence North $42^{\circ} 11' 26''$ West sixty and $58/100$ (60.58') feet along the common boundary line between said Schwefler land and said Futterer land, and along the common boundary line between said Schwefler land and said Harrison land to the place of beginning.

40. Proposed **Drainage Easement** crossing land currently of Christopher A. and Sarah M. Page (**Lot 82**) beside land currently of Ridge View Realty Trust (Lot 80) and beside other land currently of Ridge View Realty Trust (Lot 81) and beside land currently of Jason Allan and Lauren A. Houde (Lot 83) and beside land currently of Paul W. and Eileen M. Froehlich (Lot 84) and beside land currently of Antonio G. and Monica S. Jorge (Lot 86A). Said Drainage Easement is further described as follows:

Beginning at the most southerly corner thereof along the common boundary line between said Page land and said Allan and Houde land at a point located North $25^{\circ} 02' 51''$ West one hundred fifteen and $29/100$ (115.29') feet along said line from the common corner of said Page land and said Allan and Houde land along the northwesterly line of Hickory Way;

Thence North $25^{\circ} 02' 51''$ West sixty and $00/100$ (60.00') feet along the common boundary line between said Page land and said Allan and Houde land to a corner along the common boundary line between said Page and said Froehlich land;

Thence North $42^{\circ} 11' 26''$ West one hundred fifty and $00/100$ (150.00') feet along the common boundary line between said Page land and said Froehlich land to a corner along the common boundary line between said Page land and said Jorge land;

Thence North $77^{\circ} 51' 18''$ East one hundred eighty-seven and $36/100$ (187.36') feet along the common boundary line between said Page land and said Jorge land, and along the common boundary line between said Page land and said Ridge View land (Lot 80) to a corner along the common boundary line between said Page land and said other Ridge View land (Lot 81);

Thence South $26^{\circ} 15' 35''$ East one hundred ten and $00/100$ (110.00') feet along the common boundary line between said Page land and said other Ridge View land (Lot 81) to a corner;

Thence South $44^{\circ} 50' 42''$ West one hundred forty-nine and $88/100$ (149.88') feet, crossing said Page land to the place of beginning.

41. Proposed **Drainage Easement** crossing land currently of Jason Allan and Lauren A. Houde (**Lot 83**) beside land currently of Christopher A. and Sarah M. Page (Lot 82) and beside land currently of Paul W. and Eileen M. Froehlich

(Lot 84). Said Drainage Easement is further described as follows:

Beginning at the most easterly corner thereof along the northwesterly line of Hickory Way at a corner of said Allan and Houde land and said Page land;

Thence South $47^{\circ} 48' 34''$ West forty-five and $00/100$ (45.00') feet along the northwesterly line of Old Farm Way, beside said Allan and Houde land, to a corner;

Thence North $15^{\circ} 02' 13''$ West one hundred thirty-seven and $38/100$ (137.38') feet, crossing said Page land, to a corner;

Thence South $84^{\circ} 22' 09''$ West seventy-five and $98/100$ (75.98') feet, crossing said Allan and Houde land, to a corner along the common boundary line between said Allan and Houde land and said Froehlich land;

Thence North $47^{\circ} 48' 34''$ East ninety-five and $00/100$ (95.00') feet along the common boundary line between said Allan and Houde land and said Froehlich land to a corner along the common boundary line between said Allan and Houde land and said Page land;

Thence South $25^{\circ} 02' 51''$ East one hundred seventy-five and $29/100$ (175.29') feet along the common boundary line between said Allan and Houde land and said Page land to the place of beginning.

42. Proposed **Drainage Easement** crossing land currently of Paul W. and Eileen M. Froehlich (**Lot 84**) beside land currently of Christopher A. and Sarah M. Page (Lot 82) and beside land currently of Jason Allan and Lauren A. Houde (Lot 83) and beside land currently of Yan-Sebastien Tremblay and Christine Goulet (Lot 85A). Said Drainage Easement is further described as follows:

Beginning at the most westerly corner thereof along the northeasterly line of Old Farm Way at a corner of said Froehlich land and said Tremblay and Goulet land;

Thence North $47^{\circ} 48' 34''$ East two hundred sixty-seven and $00/100$ (267.00') feet along the common boundary line between said Froehlich land and said Tremblay and Goulet land to a corner along the common boundary line between said Froehlich land and said Page land;

Thence South $42^{\circ} 11' 26''$ East one hundred fifty and $00/100$ (150.00') feet along the common boundary line between said Froehlich land and said Page land to a corner along the common boundary line between said Froehlich land and said Allan and Houde land;

Thence South $47^{\circ} 48' 34''$ West ninety-five and $00/100$ (95.00') feet along the common boundary line between said Froehlich land and said Allan and Houde land to a corner;

Thence North 57° 07' 19" West one hundred forty-four and 89/100 (144.89') feet, crossing said Froehlich land, to a corner;

Thence South 47° 48' 34" West one hundred thirty-four and 67/100 (134.67') feet, crossing said Froehlich land, to a corner along the northeasterly line of Old Farm Way;

Thence North 42° 11' 26" West ten and 00/100 (10.00') feet along the northeasterly line of Old Farm Way, beside said Froehlich land, to the place of beginning.

43. Proposed **Drainage Easement** crossing land currently of Yan-Sebastien Tremblay and Christine Goulet (**Lot 85A** shown on said Plan 119 of 2011) beside land currently of Paul W. and Eileen M. Froehlich (Lot 84) and beside land currently of Antonio G. and Monica S. Jorge (Lot 86A). Said Drainage Easement is further described as follows:

Beginning at the most southerly corner thereof along the northeasterly line of Old Farm Way at a corner of said Tremblay and Goulet land and said Froehlich land;

Thence North 42° 11' 26" West ten and 00/100 (10.00') feet along the northeasterly line of Old Farm Way, beside said Tremblay and Goulet land, to a corner;

Thence North 47° 48' 34" East one hundred thirty-two and 00/100 (132.00') feet, crossing said Tremblay and Goulet land, to a corner;

Thence North 42° 11' 26" West one hundred fourteen and 33/100 (114.33') feet, crossing said Tremblay and Goulet land, to a corner;

Thence North 80° 24' 46" West fifty-four and 95/100 (54.95') feet, crossing said Tremblay and Goulet land, to a corner along the southeasterly line of Deer Run;

Thence North 47° 48' 34" East ninety-nine and 07/100 (99.07') feet along the southeasterly line of Deer Run, beside said Tremblay and Goulet land, to a corner along the common boundary line between said Tremblay and Goulet land and said Jorge land;

Thence South 79° 18' 47" East forty-seven and 83/100 (47.83') feet along the common boundary line between said Tremblay and Goulet land and said Jorge land to a corner;

Thence South 57° 51' 52" East one hundred twenty-three and 97/100 (123.97') feet along the common boundary line between said Tremblay and Goulet land and said Jorge land to a corner along the common boundary line between said Tremblay and Goulet land and said Froehlich land;

Thence South 47° 48' 34" West two hundred sixty-seven and 00/100 (267.00') feet along the common boundary line between said Tremblay and Goulet land and said Froehlich land to the place of beginning.

44. Proposed **Drainage Easement** crossing land currently of Antonio G. and Monica S. Jorge (**Lot 86A** shown on said Plan 119 of 2011) beside land currently of Yan-Sebastien Tremblay and Christine Goulet (Lot 85A). Said Drainage Easement is further described as follows:

Beginning at the most westerly corner thereof along the southeasterly line of Deer Run at a corner of said Jorge land and said Tremblay and Goulet land;

Thence North 47° 48' 34" East twenty-two and 93/100 (22.93') feet along the southeasterly line of Deer Run, beside said Jorge land, to a corner, witnessed by a concrete bound set at the point of curvature;

Thence South 57° 51' 52" East fifty and 00/100 (50.00') feet, crossing said Jorge land, to a corner along the common boundary line between said Jorge land and said Tremblay and Goulet land;

Thence North 79° 18' 47" West forty-seven and 83/100 (47.83') feet along the common boundary line between said Tremblay and Goulet land and said Jorge land to the place of beginning.

45. Proposed **Drainage Easement** crossing land currently of Antonio G. and Monica S. Jorge (**Lot 86A** as shown on said Plan 119 of 2011) beside land currently of Ridge View Realty Trust (Lot 79A), and beside other land currently of Ridge View Realty Trust (Lot 80) and beside land currently of Christopher A. and Sarah M. Page (Lot 82) and beside land currently of Yan-Sebastien Tremblay and Christine Goulet (Lot 85A). Said Drainage Easement is further described as follows:

Beginning at the most easterly corner thereof along the common boundary line between said Jorge land and said Ridge View land (Lot 79A), at a point located South 85° 57' 35" East two hundred eight and 90/100 (208.90') feet along said line from the common corner of said Ridge View land (Lot 79A) and said other Ridge View land (Lot 80) along the westerly line of Woodland Way;

Thence South 06° 52' 50" West one hundred eighty-two and 02/100 (182.02') feet along the common boundary line between said Jorge land and said other Ridge View land (Lot 80) to a corner along the common boundary line between said Jorge land and said Page land;

Thence South 77° 51' 18" West ninety-three and 68/100 (93.68') feet along the common boundary line between said Jorge land and said Page land (Lot 82) to a corner along the common boundary line between said Jorge land and said Tremblay and Goulet land;

Thence North 57° 51' 52" West eighty and 00/100 (80.00') feet along the common boundary line between said Jorge land and said Tremblay and Goulet land to a corner;

Thence North 30° 37' 56" East two hundred one and 45/100 (201.45') feet, crossing said Jorge land, to a corner along the common boundary line between said Jorge land and said Ridge View land (Lot 79A);

Thence South 78° 50' 46" East eighty and 00/100 (80.00') feet along the common boundary line between said Jorge land and said other Ridge View land (Lot 79A) to the place of beginning.

46. Proposed **Drainage Easement** crossing land currently of Ridge View Realty Trust (**Lot 79A** as shown on said Plan 119 of 2011) beside other land currently of Ridge View Realty Trust (Lot 78A), and beside other land currently of Ridge View Realty Trust (Lot 80), and beside land currently of Antonio G. and Monica S. Jorge (Lot 86A), and beside land currently of Bernard J. and Marsha C. Pointer (Lot 87). Said Drainage Easement is further described as follows:

Beginning at the most westerly corner thereof along the common boundary line between said Ridge View land (Lot 79A) and said Pointer land at a point located North 87° 45' 56" East seventy and 98/100 (70.98') feet along said line from the common corner of said Ridge View land (Lot 79A) and said Pointer land along the northeasterly line of Deer Run;

Thence North 87° 45' 56" East fifty-five and 00/100 (55.00') feet along the common boundary line between said Ridge View land (Lot 79A) and said Pointer land and said other Ridge View land (Lot 78A) to a corner;

Thence South 25° 58' 33" East one hundred forty-one and 30/100 (141.30') feet, crossing said Ridge View land (Lot 79A), to a corner along the common boundary line between said Ridge View land (Lot 79A) and said other Ridge View land (Lot 80);

Thence South 85° 57' 35" West thirty and 00/100 (30.00') feet along the common boundary line between said Ridge View land (Lot 79A) and said other Ridge View land (Lot 80) to a corner along the common boundary line between said Ridge View land (Lot 79A) and said Jorge land;

Thence North 78° 50' 46" West eighty and 00/100 (80.00') feet along the common boundary line between said Ridge View land (Lot 79A) and said other Jorge land to a corner;

Thence North 04° 19' 25" West one hundred eleven and 84/100 (111.84') feet, crossing said Ridge View land (Lot 79A), to the place of beginning.

47. Proposed **Drainage Easement** crossing land currently of Bernard J. and Marsha C. Pointer (**Lot 87**) beside land currently of Ridge View Realty Trust (Lot 78A), and beside other land currently of Ridge View Realty Trust (Lot 79A), and beside other land currently of Ridge View Realty Trust (Parcel 'C'), and beside land currently of Lillie T. Wilson (Lot 88A). Said Drainage Easement is further described as follows:

Beginning at the most easterly corner thereof along the common boundary line between said Pointer land and said Ridge View land (Lot 79A) at a point located North 87° 45' 56" East one hundred five and 98/100 (105.98') feet along said

line from the common corner of said Pointer land and said other Ridge View land (Lot 79A) along the northeasterly line of Deer Run;

Thence South 87° 45' 56" West thirty-five and 00/100 (35.00') feet along the common boundary line between said Pointer land and said other Ridge View land (Lot 79A) to a corner;

Thence North 15° 59' 44" West one hundred sixty-one and 38/100 (161.38') feet, crossing said Pointer land, to a corner;

Thence South 89° 26' 00" West one hundred sixty-one and 71/100 (161.71') feet, crossing said Pointer land, to a corner along the common boundary line between said Pointer land and said Wilson land;

Thence North 09° 20' 46" West forty and 48/100 (40.48') feet, along the common boundary line between said Pointer land and said Wilson land to a corner along the common boundary line between said Pointer land and said other Ridge View land (Parcel 'C');

Thence North 89° 26' 00" East two hundred six and 85/100 (206.85') feet, along the common boundary line between said Pointer land and said other Ridge View land (Parcel 'C') to a corner along the common boundary line between said Pointer land and said Ridge View land (Lot 78A);

Thence South 11° 53' 26" East one hundred ninety-eight and 40/100 (198.40') feet along the common boundary line between said Pointer land and said Ridge View land (Lot 78A) to the place of beginning.

48. Proposed **Drainage Easement** crossing land currently of Bernard J. and Marsha C. Pointer (**Lot 87**) beside land currently of Lillie T. Wilson (Lot 88A). Said Drainage Easement is further described as follows:

Beginning at the most southerly corner thereof along the westerly line of Deer Run at a corner of said Pointer land and said Wilson land;

Thence North 09° 20' 46" West one hundred twenty and 00/100 (120.00') feet along the common boundary line between said Pointer land and said Wilson land to a corner;

Thence South 38° 39' 44" East seventy-four and 36/100 (74.36') feet, crossing said Pointer land, to a corner along the northwesterly line of Deer Run;

Thence by a curve to the left with a radius of sixty and 00/100 (60.00') feet, along the northwesterly line of Deer Run, beside said Pointer land, for a distance measured along the arc of seventy and 00/100 (70.00') feet to the place of beginning.

49. Proposed **Drainage Easement** crossing land currently of Lillie T. Wilson (**Lot 88A** as shown on said Plan 272 of 2011) beside land currently of Bernard J. and Marsha C. Pointer (Lot 87) and beside land currently of Ridge View Realty Trust (Parcel 'C'). Said Drainage Easement is further described as follows:

Beginning at the most easterly corner thereof along the westerly line of Deer Run at a corner of said Wilson land and said Pointer land;

Thence North 60° 35' 44" West one hundred sixty-two and 43/100 (162.43') feet, crossing said Wilson land, to a corner along the common boundary line between said Wilson land and said Ridge View land;

Thence North 30° 40' 01" East one hundred ninety-seven and 02/100 (197.02') feet along the common boundary line between said Wilson land and said Ridge View land to a corner along the common boundary line between said Wilson land and said Pointer land;

Thence South 09° 20' 46" East two hundred fifty-two and 57/100 (252.57') feet along the common boundary line between said Wilson land and said Pointer land to the place of beginning.

50. Proposed **Drainage Easement** crossing land currently of John and Sandra Ignatowich (**Lot 34**) beside land currently of Michael A. Anuta and Jean Lois Hoffman (Lot 32) and beside land currently of David and Renee L. Gordon (Lot 33). Said Drainage Easement is further described as follows:

Beginning at the most easterly corner thereof along the northwesterly line of Partridge Run at a corner of said Ignatowich land and said Gordon land;

Thence South 47° 48' 34" West twenty and 00/100 (20.00') feet along the northwesterly line of Partridge Run, beside said Ignatowich land, to a corner;

Thence North 42° 18' 43" West one hundred thirty and 25/100 (130.25') feet, crossing said Ignatowich land, to a corner;

Thence North 73° 35' 00" West seventy and 00/100 (70.00') feet, crossing said Ignatowich land, to a corner along the common boundary line between said Ignatowich land and said Anuta and Hoffman land;

Thence North 47° 48' 34" East fifty-six and 34/100 (56.34') feet along the common boundary line between said Ignatowich land and said Anuta and Hoffman land to a corner along the common boundary line between said Ignatowich land and said Gordon land;

Thence South 42° 18' 43" East one hundred ninety and 00/100 (190.00') feet along the common boundary line between said Ignatowich land and said Gordon land to the place of beginning.

51. Proposed **Drainage Easement** crossing land currently of Klemen Strle and Peggy Leung-Strle (**Lot 36A** as shown on said Plan 136 of 2011) beside land currently of Ridge View Realty Trust (Lot A3) and beside land currently of Rosalie M. Bucci (Lot 37A) and beside land currently of Tonia M. Socha (Lot 38) and beside land currently of Frederic Abramowitz (Lot 39A). Said Drainage Easement is further described as follows:

Beginning at the most southeasterly corner thereof along the northerly line of Littleton Road at a corner of said Strle and Leung-Strle land and said Bucci land;

Thence North 84° 05' 21" West eighteen and 63/100 (18.63') feet along the northerly line of Littleton Road, beside said Strle and Leung-Strle land, to a corner;

Thence North 25° 08' 19" West two hundred eighty-four and 23/100 (284.23') feet, crossing said Strle and Leung-Strle land, to a corner along the common boundary line between said Strle and Leung-Strle land and said Ridge View land;

Thence North 06° 42' 39" East one hundred twenty and 02/100 (120.02') feet along the common boundary line between said Strle and Leung-Strle land and said Ridge View land to a corner;

Thence South 10° 14' 37" East one hundred and 39/100 (100.39') feet, crossing said Strle and Leung-Strle land, to a corner;

Thence North 57° 21' 57" East two hundred fifty-three and 18/100 (253.18') feet, crossing said Strle and Leung-Strle land, to a corner along the common boundary line between said Strle and Leung-Strle land and said Abramowitz land;

Thence South 16° 47' 17" West one hundred twenty-seven and 14/100 (127.14') feet along the common boundary line between said Strle and Leung-Strle land and said Abramowitz land to a corner along the common boundary line between said Strle and Leung-Strle land and said Socha land;

Thence North 84° 05' 21" West fifty and 00/100 (50.00') feet along the common boundary line between said Strle and Leung-Strle land and said Socha land to a corner;

Thence South 07° 15' 13" West one hundred fifty and 04/100 (150.04') feet along the common boundary line between said Strle and Leung-Strle land and said Socha land to a corner along the common boundary line between said Strle and Leung-Strle land and said Bucci land;

Thence South 14° 21' 06" West seventy-five and 60/100 (75.60') feet along the common boundary line between said Strle and Leung-Strle land and said Bucci land to a corner;

Thence South 13° 18' 13" East seventy-nine and 66/100 (79.66') feet along the common boundary line between said Strle and Leung-Strle land and said Bucci land to the place of beginning.

52. Proposed **Drainage Easement** crossing land currently of Frederic Abramowitz (**Lot 39A** shown on said PlaN 119 of 2011) beside land currently of Klemen Strle and Peggy Leung-Strle (Lot 36A). Said Drainage Easement is further described as follows:

Beginning at the most northwesterly corner thereof along the southerly line of Partridge Run at a corner of said Abramowitz land and said Strle and Leung-Strle land;

Thence by a curve to the left with a radius of sixty and 00/100 (60.00') feet, along the southerly line of Partridge Run, beside said Abramowitz land, for a distance measured along the arc of twenty and 10/100 (20.10') feet to a corner;

Thence South 13° 16' 05" West ninety and 88/100 (90.88') feet, crossing said Abramowitz land, to a corner;

Thence South 84° 05' 21" East forty and 00/100 (40.00') feet, crossing said Abramowitz land, to a corner;

Thence South 05° 54' 39" West thirty-five and 00/100 (35.00') feet, crossing said Abramowitz land, to a corner;

Thence North 84° 05' 21" West forty and 00/100 (40.00') feet, crossing said Abramowitz land, to a corner;

Thence South 34° 08' 49" West one hundred seven and 83/100 (107.83') feet, crossing said Abramowitz land, to a corner along the common boundary line between said Abramowitz land and said Strle and Leung-Strle land;

Thence North 16° 47' 17" East two hundred twenty-seven and 14/100 (227.14') feet along the common boundary line between said Abramowitz land and said Strle and Leung-Strle land to the place of beginning.

53. Proposed **Drainage Easement** crossing land currently of Tonia M. Socha (**Lot 38**) beside land currently of Klemen Strle and Peggy Leung-Strle (Lot 36A) and beside land currently of Rosalie M. Bucci (Lot 37A) and beside land currently of Frederic Abramowitz (Lot 39A). Said Drainage Easement is further described as follows:

Beginning at the most southerly corner thereof along the common boundary line between said Socha land and said Bucci land at a point located North 84° 05' 21" West one hundred eighty-eight and 49/100 (188.49') feet along said line from the common corner of said Socha land and said Bucci land along the westerly line of Hickory Way;

Thence North 84° 05' 21" West eighty-five and 03/100 (85.03') feet along the common boundary line between said Socha land and said Bucci land to a corner along the common boundary line between said Socha land and said Strle and Leung-Strle land;

Thence North 07° 15' 13" East one hundred fifty and 04/100 (150.04') feet, along the common boundary line between said Socha land and said Strle and Leung-Strle land, to a corner;

Thence South 84° 05' 21" East eighty-five and 02/100 (85.02') feet along the common boundary line between said Socha land and said Strle and Leung-Strle land, and along the common boundary line between said Socha land and said Abramowitz land, to a corner;

Thence South 07° 15' 13" West one hundred fifty and 04/100 (150.04') feet, crossing said Socha land, to the place of beginning.

54. Proposed **Drainage Easement** crossing land currently of Rosalie M. Bucci (**Lot 37A** shown on said Plan 136 of 2011) beside land currently of Klemen Strle and Peggy Leung-Strle (Lot 36A) and beside land currently of Tonia M. Socha (Lot 38). Said Drainage Easement is further described as follows:

Beginning at the most southwesterly corner thereof along the northerly line of Littleton Road at a corner of said Bucci land and said Strle and Leung-Strle land;

Thence North 13° 18' 13" West seventy-nine and 66/100 (79.66') feet, along the common boundary line between said Bucci land and said Strle and Leung-Strle land, to a corner;

Thence North 14° 21' 06" East seventy-five and 60/100 (75.60') feet along the common boundary line between said Bucci land and said Strle and Leung-Strle land to a corner along the common boundary line between said Bucci land and said Socha land;

Thence South 84° 05' 21" East sixty and 02/100 (60.02') feet, along the common boundary line between said Bucci land and said Socha land, to a corner;

Thence South 07° 15' 13" West one hundred twenty and 03/100 (120.03') feet, crossing said Bucci land, to a corner;

Thence South 84° 05' 21" East one hundred seventy-four and 73/100 (174.73') feet, crossing said Bucci land, to a corner;

Thence North 67° 49' 48" East forty-two and 46/100 (42.46') feet, crossing said Bucci land, to a corner witnessed by a magnetic nail set at the point of curvature along the westerly line of Hickory Way;

Thence by a curve to the right with a radius of fifty and 00/100 (50.00) feet, along the northwesterly line of Hickory Way, beside said Bucci land, for a distance measured along the arc of seventy-one and 88/100 (71.88) feet to a corner witnessed by a concrete bound set at the point of tangency;

Thence North 87° 54' 12" West fifty-one and 46/100 (51.46') feet, along the northerly line of Hickory Way, beside said Bucci land, to a corner witnessed by a concrete bound set at the southwesterly intersection of Hickory Way with Littleton Road.

Thence North 84° 05' 21" West one hundred fifty-six and 36/100 (156.36') feet, along the northerly line of Littleton Road, beside said Bucci land, to the place of beginning.

WITH THE BENEFIT OF

The roadway easement conveyed by this Deed has the benefit of the nonexclusive perpetual right and easement over, under and upon the following 12 drainage easements shown on a plan entitled, "Ridge View Heights' Plan of Easements in Ayer, Mass., prepared for Crabtree Development Corp.," dated December 2005, and being Plan No. L-9806 by David E. Ross Associates, Inc., and recorded in the Middlesex Southern District Registry of Deeds as Plan No. 1046 of 2007, Sheets 6 and 7 of 7, for the purpose of accommodating improvement of the Roadway and drainage system, including but not limited to, drainage structures, lot grading, easement monumenting, loaming and seeding, maintaining drainage basins and drainage facilities of all types and kinds, for the purpose of discharge of surface runoff water from the Roadway. Without limiting the generality hereof, said benefit includes for each easement the right to enter upon the lots upon which the easement crosses with any and all material and equipment necessary to effectuate this easement and the right to improve and maintain any and all drainage facilities within the easement area that may be necessary to effectuate said easement.

55. Proposed **Drainage Easement** crossing land currently of Ridge View Realty Trust (**Lot 80**) beside other land currently of Ridge View Realty Trust (Lot 81) and beside land currently of Christopher A. and Sarah M. Page (Lot 82) and beside land currently of Antonio G. and Monica S. Jorge (Lot 86A). Said Drainage Easement is further described as follows:

Beginning at the most southeasterly corner thereof along the common boundary line between said Ridge View land (Lot 80) and said other Ridge View land (Lot 81) at a point located South 77° 51' 18" West one hundred ninety-two and 53/100 (192.53') feet along said line from the common corner of said Ridge View land (Lot 80) and said other Ridge View land (Lot 81) along the southwesterly line of Woodland Way;

Thence South 77° 51' 18" West one hundred nineteen and 46/100 (119.46') feet along the common boundary line between said Ridge View land (Lot 80) and said other Ridge View land (Lot 81), and along the common boundary line between said Ridge View land (Lot 80) and said Page land to a corner along the common boundary line between said Ridge View land (Lot 80) and said Jorge land;

Thence North 06° 52' 50" East eighty-two and 94/100 (82.94') feet along the common boundary line between said Ridge View land (Lot 80) and said Jorge land to a corner;

Thence North 82° 00' 00" East one hundred sixteen and 85/100 (116.85') feet, crossing said Ridge View land (Lot 80) to a corner;

Thence South 06° 52' 50" West seventy-four and 00/100 (74.00') feet, crossing said Ridge View land (Lot 80) to the place of beginning.

56. Proposed **Drainage Easement** crossing land currently of Ridge View Realty Trust (**Lot 81**) beside other land currently of Ridge View Realty Trust (Lot 80) and beside land currently of Christopher A. and Sarah M. Page (Lot 82). Said Drainage Easement is further described as follows:

Beginning at the most southerly corner thereof witnessed by a concrete bound set at the point of tangency along the northwesterly line of Old Farm Way at a corner of said Ridge View land (Lot 81) and said Page land;

Thence North 26° 15' 35" West two hundred thirty-two and 63/100 (232.63') feet along the common boundary line between said Ridge View land (Lot 81) and said Page land to a corner along the common boundary line between said Ridge View land (Lot 81) and said other Ridge View land (Lot 80);

Thence North 77° 51' 18" East twenty-five and 78/100 (25.78') feet along the common boundary line between said Ridge View land (Lot 81) and said other Ridge View land (Lot 80) to a corner;

Thence South 26° 15' 35" East two hundred nineteen and 86/100 (219.86') feet, crossing said Ridge View land (Lot 81) to a corner along the northwesterly line of Hickory Way;

Thence By a curve to the left with a radius of five hundred thirty and 00/100 (530.00') feet, along the northwesterly line of Hickory Way, beside said Ridge View Land (Lot 81), for a distance measured along the arc of twenty-five and 83/100 (25.83') feet, to the place of beginning.

57. Proposed **Drainage Easement** crossing land currently of Christopher A. and Sarah M. Page (**Lot 82**) beside land currently of Ridge View Realty Trust (Lot 81) and beside land currently of Jason Allan and Lauren A. Houde (Lot 83). Said Drainage Easement is further described as follows:

Beginning at the most southerly corner thereof along the northwesterly line of Hickory Way at a corner of said Page land and said Allan and Houde land;

Thence North 25° 02' 51" West one hundred fifteen and 29/100 (115.29') feet along the common boundary line between said Page land and said Allan and Houde land to a corner;

Thence North 44° 50' 42" East one hundred forty-nine and 88/100 (149.88') feet, crossing said Page land to a corner along the common boundary line between said Page land and said Ridge View land;

Thence South 26° 15' 35" East sixteen and 15/100 (16.15') feet along the common boundary line between said Page land and said Ridge View land (Lot 81) to a corner;

Thence South 39° 25' 57" West one hundred forty-five and 26/100 (145.26') feet, crossing said Page land, to a corner;

Thence South 25° 02' 51" East eighty-five and 00/100 (85.00') feet, crossing said Page land to a corner along the northwesterly line of Hickory Way;

Thence South 47° 48' 34" West ten and 46/100 (10.46') feet along the northwesterly line of Hickory Way, beside said Page land, to the place of beginning.

58. Proposed **Drainage Easement** crossing land currently of Jason Allan and Lauren A. Houde (**Lot 83**) beside land currently of Paul W. and Eileen M. Froehlich (Lot 84). Said Drainage Easement is further described as follows:

Beginning at the most westerly corner thereof along the common boundary line between said Allan and Houde land and said Froehlich land at a point located North 47° 48' 34" East one hundred ten and 00/100 (110.00') feet along said line from the common corner of said Allan and Houde land and said Froehlich land along the northeasterly line of Old Farm Way;

Thence North 47° 48' 34" East sixty-two and 00/100 (62.00') feet along the common boundary line between said Allan and Houde land and said Froehlich land to a corner;

Thence North 84° 22' 09" East seventy-five and 98/100 (75.98') feet, crossing said Allan and Houde land, to a corner;

Thence South 15° 02' 13" East forty and 53/100 (40.53') feet, crossing said Allan and Houde land, to a corner;

Thence South 85° 41' 29" West one hundred thirty-two and 44/100 (132.44') feet, crossing said Allan and Houde land, to the place of beginning.

59. Proposed **Drainage Easement** crossing land currently of Paul W. and Eileen M. Froehlich (**Lot 84**) beside land currently of Jason Allan and Lauren A. Houde (Lot 83). Said Drainage Easement is further described as follows:

Beginning at the most southerly corner thereof along the common boundary line between said Froehlich land and said Allan and Houde land at a point located North 47° 48' 34" East one hundred ten and 00/100 (110.00') feet along said line from the common corner of said Froehlich land and said Allan and Houde land along the northeasterly line of Old Farm Way;

Thence North 42° 11' 26" West one hundred forty and 00/100 (140.00') feet, crossing said Froehlich land, to a corner;

Thence North 47° 48' 34" East twenty-four and 67/100 (24.67') feet, crossing said Froehlich land, to a corner;

Thence South 57° 07' 19" East one hundred forty-four and 89/100 (144.89') feet, crossing said Froehlich land, to a corner along the common boundary line between said Froehlich land and said Allan and Houde land;

Thence South 47° 48' 34" West sixty-two and 00/100 (62.00') feet along the common boundary line between said Froehlich land and said Allan and Houde land, to the place of beginning.

60. Proposed **Drainage Easement** crossing land currently of Yan-Sebastien Tremblay and Christine Goulet (**Lot 85A** shown on said Plan 119 of 2011). Said Drainage Easement is further described as follows:

Beginning at the most westerly corner thereof along the common boundary line between said Drainage Easement and the aforescribed Drainage Easement crossing land of said Tremblay and Goulet at a point located South 80° 24' 46" East fourteen and 55/100 (14.55') feet along said line from a corner of said aforescribed Drainage Easement along the southeasterly line of Deer Run;

Thence South 80° 24' 46" East forty and 41/100 (40.41') feet, crossing said Tremblay and Goulet land along the common boundary line between said Drainage Easement and said aforescribed Drainage Easement, to a corner;

Thence South 42° 11' 26" East one hundred fourteen and 33/100 (114.33') feet, crossing said Tremblay and Goulet land along the common boundary line between said Drainage Easement and said aforescribed Drainage Easement, to a corner;

Thence South 47° 48' 34" West twenty-five and 00/100 (25.00') feet, crossing said Tremblay and Goulet land along the common boundary line between said Drainage Easement and said aforescribed Drainage Easement, to a corner;

Thence North 42° 11' 26" West one hundred forty-six and 07/100 (146.07') feet, crossing said Tremblay and Goulet land, to the place of beginning.

61. Proposed **Drainage Easement** crossing land currently of Antonio G. and Monica S. Jorge (**Lot 86A** shown on said Plan 119 of 2011) beside land currently of Yan-Sebastien Tremblay and Christine Goulet (Lot 85A). Said Drainage Easement is further described as follows:

Beginning at the most southerly corner thereof along the common boundary line between said Jorge land and said Tremblay and Goulet land at a point located North 57° 51' 52" West eighty and 00/100 (80.00') feet along said line from the common corner of said Jorge land, and said Tremblay and Goulet land, and land currently of Christopher A. and Sarah M. Page (Lot 82), and land currently of Paul W. and Eileen M. Froehlich (Lot 84);

Thence North 57° 51' 52" West twenty-three and 97/100 (23.97') feet along the common boundary line between said Jorge land and said Tremblay and Goulet land to a corner;

Thence North 76° 08' 51" East thirty-three and 59/100 (33.59') feet, crossing said Jorge land, to a corner;

Thence South 30° 37' 56" West twenty-four and 16/100 (24.16') feet, crossing said Jorge land, to the place of beginning.

62. Proposed **Drainage Easement** beside the easterly line of Old Farm Way, crossing land currently of Scott Michael Pezza and Melanie Najarian (**Lot 50A** shown on said Plan 119 of 2011) beside land currently of Patrick J. and Debra A. Futterer (Lot 51A). Said Drainage Easement is further described as follows:

Beginning at the most northwesterly corner thereof along the easterly line of Old Farm Way at a corner of said Pezza and Najarian land and said Futterer land;

Thence North $83^{\circ} 53' 49''$ East thirty and $00/100$ ($30.00'$) feet along the common boundary line between said Pezza and Najarian land and said Futterer land to a corner;

Thence South $15^{\circ} 54' 13''$ West one hundred three and $79/100$ ($103.79'$) feet crossing said Pezza and Najarian land to a corner along the easterly line of Old Farm Way;

Thence by a curve to the left, with a radius of two hundred eighty and $00/100$ ($280.00'$) feet, along the easterly line of Old Farm Way, beside said Pezza and Najarian land, for a distance measured along the arc of ninety-seven and $13/100$ ($97.13'$) feet, to the place of beginning.

63. Proposed **Drainage Easement** crossing land currently of Scott Michael Pezza and Melanie Najarian (**Lot 50A** shown on said Plan 119 of 2011) beside land currently of Patrick J. and Debra A. Futterer (Lot 51A). Said Drainage Easement is further described as follows:

Beginning at the most northwesterly corner thereof along the common boundary line between said Pezza and Najarian land and said Futterer land at a point located North $83^{\circ} 53' 49''$ East ninety-eight and $12/100$ ($98.12'$) feet along said line from the common corner of said Pezza and Najarian land and said Futterer land along the easterly line of Old Farm Way;

Thence North $83^{\circ} 53' 49''$ East eighty-two and $74/100$ ($82.74'$) feet along the common boundary line between said Pezza and Najarian land and said Futterer land to a corner;

Thence South $23^{\circ} 06' 21''$ East twenty-five and $10/100$ ($25.10'$) feet along the common boundary line between said Pezza and Najarian land and said Futterer land to a corner;

Thence South $83^{\circ} 53' 49''$ West ninety and $00/100$ ($90.00'$) feet, crossing said Pezza and Najarian land to a corner;

Thence North $06^{\circ} 17' 49''$ West twenty-four and $00/100$ ($24.00'$) feet, crossing said Pezza and Najarian land to the place of beginning.

64. Proposed **Drainage Easement** beside the easterly line of Old Farm Way crossing land currently of Patrick J. and Debra A. Futterer (**Lot 51A** shown on said Plan 119 of 2011) beside land currently of Scott Michael Pezza and

Melanie Najarian (Lot 50A) and beside land currently of James J. and Susan A. Lynch (Lot 56). Said Drainage Easement is further described as follows:

Beginning at the most southwesterly corner thereof along the easterly line of Old Farm Way at a corner of said Futterer land and said Pezza and Najarian land;

Thence by a curve to the left, with a radius of two hundred eighty and 00/100 (280.00') feet, along the easterly line of Old Farm Way, beside said Futterer land, for a distance measured along the arc of twenty and 14/100 (20.14') feet, to a corner.

Thence North 83° 53' 49" East one hundred seventy-seven and 10/100 (177.10') feet, crossing said Futterer land to a corner;

Thence North 66° 53' 39" East one hundred 00/100 (100.00') feet, crossing said Futterer land to a corner along the common boundary line between said Futterer land and said Lynch land;

Thence South 23° 06' 21" East seventy-six and 59/100 (76.59') feet along the common boundary line between said Futterer land and said Lynch land to a corner;

Thence South 83° 53' 49" West one hundred four and 57/100 (104.57') feet, crossing said Futterer land to a corner along the common boundary line between said Futterer land and said Pezza and Najarian land;

Thence North 23° 06' 21" West twenty-five and 10/100 (25.10') feet along the common boundary line between said Futterer land and said Pezza and Najarian land to a corner;

Thence South 83° 53' 49" West one hundred fifty and 86/100 (150.86') feet along the common boundary line between said Futterer land and said Pezza and Najarian land to the place of beginning.

65. Proposed **Drainage Easement** crossing land currently of Navin D. and Rita N. Patel (**Lot 57**) beside land currently of James J. and Susan A. Lynch (Lot 56). Said Drainage Easement is further described as follows:

Beginning at the most northerly corner thereof along the common boundary line between said Patel land and said Lynch land at a point located South 57° 37' 18" West two hundred forty-one and 45/100 (241.45') feet along said line from the common corner of said Patel land and said Lynch land along the southwesterly line of Hemlock Drive;

Thence South 05° 15' 41" West ninety-four and 71/100 (94.71') feet, crossing said Patel land to a corner;

Thence North 23° 06' 21" West seventy-five and 99/100 (75.99') feet, crossing said Patel land to a corner along the common boundary line between said Patel land and said Lynch land;

Thence North $57^{\circ} 37' 18''$ East forty-five and $59/100$ (45.59') feet along the common boundary line between said Patel land and said Lynch land to the place of beginning.

66. Proposed **Drainage Easement** crossing land currently of James J. and Susan A. Lynch (**Lot 56**) beside land currently of Patrick J. and Debra A. Futterer (Lot 51A) and beside land currently of Navin D. and Rita N. Patel (Lot 57) and beside land currently of Gary F. and Nancy A. Giordano (Lot 55). Said Drainage Easement is further described as follows:

Beginning at the most easterly corner thereof along the common boundary line between said Lynch land and said Patel land at a point located South $57^{\circ} 37' 18''$ West two hundred forty-one and $45/100$ (241.45') feet along said line from the common corner of said Lynch land and said Patel land along the southwesterly line of Hemlock Drive;

Thence South $57^{\circ} 37' 18''$ West forty-five and $60/100$ (45.60') feet along the common boundary line between said Lynch land and said Patel land to a corner;

Thence North $23^{\circ} 06' 21''$ West nineteen and $75/100$ (19.75') feet, crossing said Lynch land to a corner;

Thence South $83^{\circ} 53' 49''$ West forty-seven and $06/100$ (47.06') feet, crossing said Lynch land to a corner along the common boundary line between said Lynch land and said Futterer land;

The roadway easement conveyed by this Deed has the benefit of the nonexclusive perpetual right and easement over, under and upon the following two drainage easements shown on a plan entitled, "Plan of Land in Ayer, Mass., prepared for Crabtree Development Corp.," dated December 2007, and being Plan No. L-10702 by David E. Ross Associates, Inc., and recorded in the Middlesex Southern District Registry of Deeds as Plan No. 119 of 2011, Sheet 4 of 6, for the purpose of accommodating improvement of the Roadway and drainage system, including but not limited to, drainage structures, lot grading, easement monumenting, loaming and seeding, maintaining drainage basins and drainage facilities of all types and kinds, for the purpose of discharge of surface runoff water from the Roadway. Without limiting the generality hereof, said benefit includes for each easement the right to enter upon the lots upon which the easement crosses with any and all material and equipment necessary to effectuate this easement and the right to improve and maintain any and all drainage facilities within the easement area that may be necessary to effectuate said easement.

67. Proposed **Drainage Easement** crossing land currently of Frederic Abramowitz (**Lot 39A** as shown on said Plan 119 of 2011), beside land currently of Tonia M. Socha (Lot 38). Said Drainage Easement is further described as follows:

Beginning at the most westerly corner thereof along the common boundary line between said Abramowitz land and land currently of Klemen Strle and Peggy Leung-Strle (Lot 36A) at a point located South $16^{\circ} 47' 17''$ West two hundred

twenty-seven and 14/100 (227.14') feet along said line from the common corner of said Abramowitz land and said Strle and Leung-Strle land along the southerly line of Partridge Run;

Thence North 34° 08' 49" East fifty-three and 92/100 (53.92') feet, crossing said Abramowitz land, to a corner;

Thence South 25° 56' 29" East fifty-five and 93/100 (55.93') feet, crossing said Abramowitz land, to a corner along the common boundary line between said Abramowitz land and said Socha land;

Thence North 84° 05' 21" East fifty-five and 02/100 (55.02') feet along the common boundary line between said Abramowitz land and said Socha land to the place of beginning.

68. Proposed **Drainage Easement** crossing land currently of Tonia M. Socha (**Lot 38**) beside land currently of Frederic Abramowitz (Lot 39A). Said Drainage Easement is further described as follows:

Beginning at the most southerly corner thereof along the common boundary line between said Socha land and land currently of Rosalie M. Bucci (Lot 37A) at a point located North 84° 05' 21" West one hundred eighty-eight and 50/100 (188.50') feet along said line from the common corner of said Socha land and said Bucci land along the westerly line of Hickory Way;

Thence North 07° 15' 13" East one hundred fifty and 04/100 (150.04') feet, crossing said Socha land, to a corner along the common boundary line between said Socha land and said Abramowitz land;

Thence South 84° 05' 21" East twenty and 00/100 (20.00') feet, along the common boundary line between said Socha land and said Abramowitz land, to a corner;

Thence South 14° 49' 14" West one hundred fifty-one and 83/100 (151.83') feet, crossing said Socha land, to the place of beginning.

WITH THE BENEFIT OF

The roadway easement conveyed by this Deed has the benefit of the nonexclusive perpetual right and easement over, under and upon the following drainage easement shown on a plan entitled, "Plan of Land in Ayer, Mass., prepared for Crabtree Development Corp.," dated December 2007, and being Plan No. L-10703 by David E. Ross Associates, Inc., and recorded in the Middlesex Southern District Registry of Deeds as Plan No. 119 of 2011, Sheet 5 of 6, for the purpose of accommodating improvement of the Roadway and drainage system, including but not limited to, drainage structures, lot grading, easement monumenting, loaming and seeding, maintaining drainage basins and drainage facilities of all types and kinds, for the purpose of discharge of surface runoff water from the Roadway. Without limiting the generality hereof, said benefit includes for each easement the right to enter upon the lots upon which the easement crosses with any and all material and equipment necessary to effectuate this easement and the right to improve and maintain any and all

drainage facilities within the easement area that may be necessary to effectuate said easement.

69. Proposed **Drainage Easement** crossing land currently of Bernard J. and Marsha C. Pointer (**Lot 87**) beside land currently of Lillie T. Wilson (Lot 88A). Said Drainage Easement is further described as follows:

Beginning at the most northerly corner thereof along the common boundary line between said Pointer land and said Wilson land at point located North 09° 20' 46" West two hundred twelve and 09/100 (212.09) feet along said line from the common corner of said Pointer land and said Wilson land along the westerly line of Deer Run;

Thence North 89° 26' 00" East fifteen and 18/100 (15.18) feet, crossing said Pointer land, to a corner;

Thence South 09° 20' 46" East one hundred sixteen and 49/100 (116.49) feet, crossing said Pointer land, to a corner;

Thence North 38° 39' 44" West thirty and 64/100 (30.64) feet, crossing said Pointer land to the place of beginning.
Thence North 09° 20' 46" West ninety-two and 09/100 (92.09) feet along the common boundary line between said Pointer land and said Wilson land to the place of beginning.

WITNESS our hands and seals this _____ day of _____, 2015.

RIDGE VIEW REALTY TRUST

COPY

By: B. DUKE POINTER, Trustee

COPY

By: RICHARD D. ROPER, Trustee

COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss.

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared B. DUKE POINTER, Trustee proved to me through satisfactory evidence of identification, which was driver's license (source of identification) to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss.

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared RICHARD D. ROPER, Trustee proved to me through satisfactory evidence of identification, which was driver's license (source of identification) to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF DEED

We, the undersigned, being a majority of the Board of Selectmen of the Town of Ayer, hereby accept the foregoing Deed from B. Duke Pointer and Richard D. Roper, as Trustees of the Ridge View Realty Trust, dated _____, 2015, pursuant to the authority granted to us by the vote under Article 2 of the Special Town Meeting which occurred on 27 October 2014, a certified copy of which is attached hereto, this _____ day of _____, 2015.

TOWN OF AYER BOARD OF SELECTMEN

By: CHRISTOPHER R. HILLMAN, Chairman

By: JANNICE L. LIVINGSTON, Vice Chairman

By: GARY J. LUCA, Clerk

COMMONWEALTH OF MASSACHUSETTS
Middlesex, ss.

On this _____ day of _____, 2015, before me, the undersigned notary public, personally appeared CHRISTOPHER R. HILLMAN, proved to me through satisfactory evidence of identification, which was driver's license (source of identification) to be the person whose name is signed on the preceding/attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

DEPARTMENT OF PUBLIC WORKS

Mark L. Wetzel, P.E., Superintendent
Pamela J. Martin, Business Manager

25 BROOK STREET
AYER, MASSACHUSETTS 01432
T: (978) 772-8240
F: (978) 772-8244

Memorandum

Date: February 12, 2015

To: Ayer Board of Selectmen

From: Mark Wetzel P.E., Public Works Superintendent

Re: Wastewater NPDES Permit

The Town of Ayer received a new National Pollutant Discharge Elimination System (NPDES) discharge permit for the wastewater treatment plant. This is a five (5) year permit with an effective date of March 1, 2015. The permit is similar to our previous permit with the following additional requirements:

- Total Copper 4.1 ppb
- Total Lead 1.0 ppb
- Total Aluminum 87 ppb
- Sewer Collection System Operations and Maintenance Planning and Reporting

The new limits for lead, copper and aluminum will require some changes to our treatment operations and process and the permit includes a compliance schedule to allow the Town to evaluate the influent/effluent characteristics, options and implementation. In general, the key dates in the permit are as follows:

Effluent Limit Compliance

1. March 31, 2015: Quantify influent loadings at the WWTF for P, Al, Cu and Pb
2. March 31, 2015: Report of the start of system wide corrosion control at Water Treatment Plants
3. June 1, 2015: Identify source loadings from industry/commercial and domestic users for P, Al, Cu and Pb
4. December 31, 2015: Fully optimize corrosion control
5. December 31, 2015: Assist and evaluate SIUs chemical substitutions for source reduction
6. December 31, 2016: Submit an evaluation of the use of alternative chemicals to control P
7. December 31, 2016: Optimize the WWTF process for P removal and submit report of findings
8. June 1, 2017: Identify and evaluate alternative treatment technologies to achieve compliance with the Permit
9. December 2017: Submit an Engineering Report that recommends specific interim and long-term measures to achieve compliance with the Permit

10. December 31, 2018: Submit a Design/permitting and funding proposal for the interim and long-term measures
11. July 2019: Begin Construction
12. December 31, 2019: Submit progress report
13. September 1, 2020: Achieve compliance with final effluent limits for total aluminum, total copper and total lead

Collection System Operations and Maintenance

1. September 1, 2015; Submit Collection System O&M Plan
2. March 31, 2016 (Annually); Submit summary report on activities for Collection System O&M Plan implementation
3. March 1, 2017; Complete implementation of Collection O&M Plan
4. September 1, 2017; Complete collection system mapping and inventory

I have included additional money in the FY16 Wastewater budget to begin addressing the new permit requirements and will adjust the operation budget and capital budget as required. In addition, we will continue to work with the EPA and MassDEP to review the metals limits and see if they can be reduced through a permit amendment.

Town of Ayer

TOWN ADMINISTRATOR



1 MAIN STREET, AYER, MASSACHUSETTS 01432

ta@ayer.ma.us
 TEL: (978) 772-8220
 Fax: (978) 772-3017

**FY 2016 BUDGET & ANNUAL TOWN
 ELECTION/MEETING GUIDE**
 for
Monday, April 27, 2015 Election
Monday, May 11, 2015 ATM
February 12, 2015 DRAFT #1; prepared by R. Pontbriand

<u>ACTION</u>	<u>DATE</u>	<u>RESPONSIBLE PARTY</u>
FY 2016 Capital Requests/Recommendations	Complete	Capital Planning Committee
FY 2016 Budget (Departmental Expenses, 1 st Review)	Complete	Finance Committee
Non Union Personnel Compensation Study Public Hearing TBD for March 2015	On-Going	BOS/FinCom/ TA/Dept. Heads
2015 Annual Town Reports DUE	Feb. 2, 2015	TA/C.Knox/CA
Collective Bargaining Negotiations Police Patrolmen and Dispatchers	On-Going	TA/Board of Selectmen
FY 2016 Health Insurance	April 1, 2015	IAC/BOS/ FinCom/TA/ K. Johnston
FY 2016 Regional School Assessment	On-Going	Leadership Group/ BOS/FinCom/ TA/Town of Shirley
FY 2016 Stabilization and OPEB Recommendation(s)	TBD	Exec. Bi-Board BOS/FinCom
FY 2016 Water and Sewer Rates	TBD	Rate Committee/BOS
Nomination Papers for Town Offices Last Day To Request	March 6, 2015, 12:30pm	Town Clerk
Nomination Paper for Town Offices Due	March 9, 2015	Town Clerk
Candidates Forum	TBD	I.T. Committee/APAC
Annual Town Meeting Warrant OPEN	Feb 3, 2015	BOS/TA

FY 2016 BUDGET & ANNUAL TOWN ELECTION/MEETING GUIDE
for
Monday, April 27, 2015 Election
Monday, May 11, 2015 ATM
February 1, 2013 DRAFT #1; prepared by R. Pontbriand

<u>ACTION</u>	<u>DATE</u>	<u>RESPONSIBLE PARTY</u>
Annual Town Meeting Warrant CLOSED	Apr. 17, 2015	BOS/TA
Annual Town Meeting Warrant Review and Public Comment Period	Apr. 21, 2015	BOS
Approval of Annual Town Meeting Warrant Approved	Apr. 21, 2015	BOS/FinCom/TA
Annual Town Meeting Warrant to Printer	Apr. 24, 2015 12 noon	TA/CA
Annual Town Meeting Warrant Received by Residents via Mail	May 1, 2015	TA/JL/USPS
Annual Town Meeting Begins	May 11, 2015 7pm	Town Moderator
Implementation of FY2016 Budget and ATM Articles	July 1, 2015	TA/Town Accountant Department Heads

Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220
Fax. (978) 772-3017

Town Administrator
(978) 772-8210

MEMORANDUM

DATE: February 12, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

A handwritten signature in blue ink, appearing to read "R.A.P.", is written over a horizontal line.

SUBJECT: Recommendation for Appointment of Mr. Michael Gibbons as a Full Member of the Zoning Board of Appeals for an Unexpired Three-Year Term to end on June 30, 2017

Dear Honorable Selectmen,

With the sudden and recent passing of ZBA Member Mr. Howard Hall, I am respectfully recommending that the Ayer Board of Selectmen appoint Mr. Michael Gibbons (who is currently serving as an Alternate ZBA Member) as a Full Member of the Ayer Zoning Board of Appeals to finish out the unexpired three-year term of Mr. Hall effective upon appointment to June 30, 2017.

Upon your appointment of Mr. Gibbons, the Town will advertise the two vacancies for Alternate ZBA Members.

Thank you for your consideration.

Cc: Jeremy Callahan, Chairman, ZBA

Board of Selectmen

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Town Administrator
(978) 772-8210

MEMORANDUM

DATE: February 12, 2015

TO: Ayer Board of Selectmen
Cc: Mr. Dan Sherman, Facilities Director

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Hall Windows Replacement Project Update

Dear Honorable Selectmen,

At the request of the Board at your February 3, 2015, I offer the following update and recommendation(s) regarding the Town Hall Windows Replacement Project. The Board is fully aware of the dilemma the Town faces in getting approval from the Massachusetts Historic Commission to proceed with the Windows Replacement project as the Commission has maintained that the replacement windows must be constructed primarily of native materials (native wood) in order to meet the provisions of the Town's Historic Preservation Restriction which is on the Ayer Town Hall.

In addition to that obstacle, the Board should be made aware, that in the process of working with Renewal by Andersen (the awarded contractor) regarding alternatives, including changing the composition of the composite windows, the owner of Renewal by Andersen insisted that the Town pay a significant monetary deposit up front before they would commence with any of the work. In the private sector this is common practice. However per MGL and Department of Revenue, municipalities cannot pay funds forward for goods or services. In efforts to explain this to Renewal by Andersen and to work on a solution, they have effectively withdrawn from the project.

In light of the above mentioned, I propose the following:

1. The Town re-bid the project, only this time fully incorporating the Historic Preservation Restriction so that respondents to the RFP will provide solutions that are compatible with Mass Historic.
2. Prior to issuing the RFP, the Town will have the Mass Historic Commission review and approve the RFP.

3. Upon rebidding of the project the Town will receive proposals that are compatible and in compliance with the Mass Historic Commission. The caveat of course will be, what are the new costs?
4. The funding approved for the Windows by Town Meeting does not have a “sunset clause” and that funding will remain available. Our goal will be to match that funding but there is a likelihood that the solution may require additional funding from Town Meeting.
5. With the Board’s approval of this plan, we can re-bid and procure this project and have all of the information including any additional funding needed in time for consideration on the Spring 2015 ATM Warrant.

I know that this has been a very frustrating and unfortunate situation, especially since the Town followed all of the guidelines and had a great project in place and submitted to Mass Historic. They will not approve. I know that some have suggested that the “Town just do the project”. However, that would be in violation of our Historic Preservation Restriction and would open the Town and the Board to legal action and other costly implications. Additionally, in consultation with Town Counsel, they strongly advise that the Board of Selectmen do not proceed with the project without Mass Historic’s approval.

I will keep you updated as we move forward with this project.

Finally, I would like to express my sincere appreciation to Mr. Dan Sherman, Facilities Director for all of his continued work and due diligence with this important project. He has spent countless hours working on ways to make this important project happen.

Thank you for your support and continued patience.

Board of Selectmen

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Town Administrator
(978) 772-8210

MEMORANDUM

DATE: February 12, 2015

TO: Ayer Board of Selectmen
Cc: Mark Wetzel, DPW Superintendent

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: DPW GPS Pilot Program Update

Dear Honorable Selectmen,

At the request of Selectman Hillman at your February 3, 2015 Meeting, I offer the following update on the DPW GPS Pilot Program.

1. Superintendent Wetzel and I have met with the DPW Union to discuss the implementation of this program.
2. The GPS Transponder from the Wastewater Tanker Truck has been moved to the Highway Foreman's Truck.
3. Superintendent Wetzel is prepared to order the addition GPS transponders for the other division vehicles but the company only accepts credit cards and it would be inappropriate for a personal credit card to be used. The Town/DPW does not have credit cards. We were to discuss resolution of this issue at the Department Head Meeting (which has been cancelled twice due to storms). I will be meeting with the Town Accountant regarding a Town credit card system and/or at least a resolution to the purchase of the additional GPS transponders. We will resolve this issue and proceed with full implementation of the GPS Pilot Program.

If you have any further questions, please do not hesitate to contact me.

Thank you.

Board of Selectmen

MEETING TUESDAYS AT 7:00 P.M. • UPPER TOWN HALL • 1 MAIN STREET • AYER, MASSACHUSETTS 01432



Tel. (978) 772-8220
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Town Administrator
(978) 772-8210

MEMORANDUM

DATE: February 12, 2015

TO: Ayer Board of Selectmen

FROM: Robert A. Pontbriand
Town Administrator

SUBJECT: Town Grant Writer Proposal Update

Dear Honorable Selectmen,

As discussed under my oral Administrative Update at your February 3, 2015 Meeting, I have researched the proposal of the Town having a Grant Writer and reiterate my findings as follows:

1. A survey of Towns comparable to Ayer indicated that Towns the size of Ayer rely exclusively on their Department Heads (as we do) to secure grants.
2. Under MGL, Towns cannot hire grant writers and pay them exclusively thru a portion of the grants they received. The Town would have to pay the grant writer a salary and benefits (if applicable).
3. For municipalities with grant writer positions, the salary range was approximately \$55,000 to \$70,000.
4. Prior to his departure in December 2014, Mr. George Ramirez of MassDevelopment and I were exploring the possibility of the Town utilizing their grant writer's expertise for applicable projects. With his departure, his successor has yet to be appointed. I will resume that conversation with that individual as soon as they are in place.

In conclusion, I would respectfully recommend that at this time, the Town does not proceed with the inclusion of a grant writer position in the FY 2016 Budget. In addition to the reasons above, the cost-benefit analysis does not justify the position. If you have any further questions or ideas regarding this, please do not hesitate to contact me directly.

Thank you.

BUILDING COMMISSIONER
TOWN OF AYER

GABRIEL J. VELLANTE JR.
TOWN HALL
1 MAIN ST.
AYER, MA. 01432

TELEPHONE (978) 772-8214

RECEIVED
FEB 12 2015

12, Feb., '15

Robert Pontbriand

Re: **Building Department Staffing**

Rob,

TOWN OF AYER
SELECTMEN'S OFFICE

I have reviewed the needs of the department and would like to propose the following staffing:

- **Administrative Assistant**

The Admin Assist would be responsible for:

Data entry of permits.

Receiving new permit application packages

Making an initial review of the package to make sure that the basic documentation is in order, and advising the applicant of missing information.

Answering calls and booking inspection appointments.

Giving out forms and dealing with walk-ins.

Filing

Schedule:

Monday and Wednesday 8:00am to 12:00noon

Tuesday 8:00am to 10:00am

Tuesday would be used to go over issues with the Commissioner and establish work goals for the following week.

Also, this time would be used to service the public.

Salary: \$12 to \$15/hr (\$7,800/yr at \$15/hr)

(continued)

Building Department Staffing (continued)

- Assistant Zoning Enforcement Officer (AZE)
The Assistant Zoning Officer would be authorized/ responsible for the enforcement of the Town of Ayer By-laws.
The AZE would report to and work under the direct supervision of the Building Commissioner/Zoning Enforcement Officer.
The Commissioner will assign complaints to the AZE for investigation. After investigation the AZE will report their findings to the Commissioner for review.
Once approved by the Commissioner the AZE will move forward on any appropriate zoning enforcement action.

Schedule:

This should be a 15 hour per week position.
However, once brought up to date, the AZE will be working on an as needed basis. In my opinion this could drop down to around 10 to 12 hours per week.

The AZE initially will work on Tuesday and Thursday mornings so as to have direct supervision and access to the Commissioner.

The amount of hours and time of day for investigations will vary depending on the type of complaint. Some complaints may need investigation work at night.

Salary: \$20 to \$25/hr. (\$19,500/yr at \$25/hr and 15hr/wk)

Respectively,



Gabriel J. Vellante Jr.
Building Commissioner/Zoning Enforcement Officer

Cc: File
Cf: C/Ayer/letters-ltr15006



Energy Cost Savings Proposal

LIGHTING

RETROFIT



Presented to:

**TOWN HALL
AYER, MA**



Ayer Town Hall

*Top 2500 Businesses in the U.S.- DiversityBusiness.com- 2011
Boston Business Journal/Commonwealth Institute
Top 100 Women-Led Businesses in MA 2006-2013
Prism Consulting, Inc. DBA Prism Energy Services
Prism is a SOMWBA and WBENC Certified Woman-Owned Business*

Prism Energy Services
1150 Hancock Street,
Suite 400
Quincy, MA, 02169

1/23/2015



January 26, 2015

Dan Sherman
Director of Facilities
Ayer Town Hall
1 Main St
Ayer, MA 01432

Lighting Energy Cost Savings Proposal

Dear Dan,

Thank you for your interest in energy conservation. As requested, Prism Energy Services prepared the enclosed savings analysis and proposal. The proposal is based on an audit that was performed 11-25-2014. This proposal consists of new energy efficient fluorescent lights and ballasts. The results of our analysis show...

- You can ***save approximately \$4,303 every year*** on your utility bills
- While all upgrades valued at \$37,717 your contribution is only ***\$30,357*** thanks to an estimated \$7,360 efficiency incentive.

Please call Rich Finn, Energy Efficiency Specialist, with specific questions on this proposal. Incentives are estimated and subject to utility approval. Based on our experience, we are confident that our proposal will meet the eligibility criteria pending the availability of funds within each program. If you are interested in proceeding, we will contact the utility to submit incentive applications on your behalf.

In reviewing these results please consider the following benefits of the Nation Grid Municipal Efficiency Program:



- ✓ *Realize significant cost savings on your electric bill each year: \$4,303 / year*
- ✓ *Receive state-of-the-art lighting (a capital improvement) at a significant discount: \$7,360 efficiency incentive*
- ✓ *Avoid maintenance: \$1,466 in avoided maintenance*
- ✓ *Installation provided by Prism Energy Service's licensed and qualified subcontractors. The project will be professionally designed and managed by Prism's own project management team. Prism's team has been selected by Nation Grid and other utilities as exclusive Vendors for the Small and Large Business Energy Efficiency Programs due to our comprehensive capabilities in the areas of energy efficient mechanical systems, lighting and project management*
- ✓ *Installation scheduled at your convenience with little or no disruption to the facility*

The full details of our Savings Analyses are enclosed. We look forward to discussing our Energy Cost Savings Proposal with you - please call us at **617-328-9896**. We'd be pleased to further discuss the specific cost savings and energy benefits for your facility. *We hope you will take advantage of these valuable energy and money-saving measures.*

We at Prism Energy Services sincerely appreciate your time and interest in conserving energy.

Sincerely,

A handwritten signature in black ink that reads "Wendy Simmons". The signature is fluid and cursive, with the first name "Wendy" being more prominent than the last name "Simmons".

Wendy Simmons
President

TABLE OF CONTENTS

Executive Overview	page 1
Savings Analysis	page 2
Emissions Overview	page 5
Project Summary / Proposal	page 6
Customer Acknowledgement	page 7
Non-electrical Benefits	page 10
Material Specification Sheets	page 11



1150 Hancock Street, Suite 400 ▲ Quincy, MA 02169
T 617 328-9896 ▲ F 617 328-0496
www.prismenergyservices.com

*Executive Overview of Lighting Upgrade Proposal
Presented to:*

AYER TOWN HALL

<i>Total Project Cost</i> \$37,717.27
<i>Utility Incentive</i> \$7,360.00
<i>Total out of Pocket</i> \$30,357.27

<i>Annual Energy Savings</i> \$4,303.77
--

<i>Avoided Maintenance Savings</i> \$1,466.15
<i>Effective Cost</i> \$28,891.12

Effective Payback
6.7 years

<i>Annual Return on Investment</i> 15%



1150 Hancock Street, Suite 400 ▲ Quincy, MA 02169
 T 617 328-9896 ▲ F 617 328-0496
 www.prismenergyservices.com

COMMERCIAL ENERGY EFFICIENCY ▲ SOLAR & WIND
AUDIT AND SAVINGS ANALYSIS
NATIONAL GRID RETROFIT PROGRAM

CUSTOMER NAME: AYER TOWN HALL
 ADDRESS: 1 MAIN ST
AYER, MA 01432
 CONTACT: DAN SHERMAN
 PHONE: 978-772-8200 X509
 FAX: 978-772-8202
 ACCOUNT #: 6547925008

Auditor: MELISSA LLOYD
Prism Energy Services
 Audit Date: 11/25/2014

VOLTAGE	120
LAMP COLOR	840
AUDITED SPACE SQ FT	18000
CALCULATED ELECTRIC RATE	0

LINE	ROOM	HT	EXISTING					PROPOSED						
			DESCRIPTION LAMPS/BALLAST	FIXTURE QTY	WATTS/FIXTURE	KW	HRS/YR	KWh/YR	DESCRIPTION LAMPS/BALLAST	FIXTURE QTY	WATTS/FIXTURE	KW	HRS/YR	KWh/YR
1	SIDE ENTRANCE	10	23W CFL	1	25	0.025	2,080	52	7W LED DRUM RETROFIT KIT	1	7	0.007	2,080	15
2	SIDE ENTRANCE LOBBY	10	2L 13W CFL GU BASE	3	30	0.090	2,080	187	7W LED DRUM RETROFIT KIT	3	7	0.021	2,080	44
3	MAIN HALL	10	2L 13W CFL GU BASE	17	30	0.510	2,080	1,061	7W LED DRUM RETROFIT KIT	17	7	0.119	2,080	248
4	TOWN ACCOUNTANTS OFFICE	10	3L4 T8/EL	2	88	0.176	2,080	366	50W LED 3L4 KIT	2	50	0.100	2,080	208
5	ASST ACCOUNTANTS OFFICE	10	3L4 T8/EL	2	88	0.176	2,080	366	50W LED 3L4 KIT	2	50	0.100	2,080	208
6	FILE ROOM	10	2L4 T8/EL	1	60	0.060	1,000	60	33W LED 2L4 KIT	1	33	0.033	1,000	33
7	FILE ROOM	10	2L4 T8/EL	1	60	0.060	1,000	60	33W LED 2L4 KIT	1	33	0.033	1,000	33
8	MECHANICAL	10	2L4 T8/EL	3	60	0.180	2,080	374	33W LED 2L4 KIT	3	33	0.099	2,080	206
9	MENS ROOM	10	7W CFL GU	1	9	0.009	2,080	19	7W LED DRUM RETROFIT KIT	1	7	0.007	2,080	15
10	WOMENS ROOM	10	7W CFL GU	1	9	0.009	2,080	19	7W LED DRUM RETROFIT KIT	1	7	0.007	2,080	15
11	TOWN CLERK	10	3L4 T8/EL	4	88	0.352	2,080	732	50W LED 3L4 KIT	4	50	0.200	2,080	416
12	TOWN CLERK	10	1L 42W CFL 8" CAN	3	45	0.135	2,080	281	14W LED CAN WHITE 8"	3	14	0.042	2,080	87
13	FILE ROOM TOWN CLERK	10	2L 13W CFL GU	2	30	0.060	1,000	60	7W LED DRUM RETROFIT KIT	2	7	0.014	1,000	14
14	VAULT	10	2L4 EEMAG VAPOR TIGHT	1	70	0.070	1,000	70	35W LED WRAP	1	35	0.035	1,000	35
15	ASSESSORS CONF ROOM	10	3L4 T8/EL	2	88	0.176	2,080	366	50W LED 3L4 KIT	2	50	0.100	2,080	208
16	ASSESSORS CONF ROOM	10	1L 42W CFL 8" CAN	1	45	0.045	2,080	94	14W LED CAN WHITE 8"	1	14	0.014	2,080	29
17	ASSESSORS OFFICE	10	3L4 T8/EL	2	88	0.176	2,080	366	50W LED 3L4 KIT	2	50	0.100	2,080	208
18	ASSISTANT ASSESSORS OFFICE	10	3L4 T8/EL	4	88	0.352	2,080	732	50W LED 3L4 KIT	4	50	0.200	2,080	416
19	ASSISTANT ASSESSORS OFFICE	10	1L 42W CFL 8" CAN	1	45	0.045	2,080	94	14W LED CAN WHITE 8"	1	14	0.014	2,080	29
20	PAYROLL	10	3L4 T8/EL	3	88	0.264	2,080	549	50W LED 3L4 KIT	3	50	0.150	2,080	312
21	ENTRANCE TO TREASURER	10	2L 13W CFL GU	2	30	0.060	2,080	125	7W LED DRUM RETROFIT KIT	2	7	0.014	2,080	29
22	TREASURERS OFFICE	10	3L4 T8/EL	2	88	0.176	2,080	366	50W LED 3L4 KIT	2	50	0.100	2,080	208
23	ELEVATOR	10	2L3 T8/EL	2	47	0.094	2,080	196	35W LED WRAP	2	35	0.070	2,080	146
24	TOWN ADMINS OFFICE	10	3L4 T8/EL	3	88	0.264	2,080	549	50W LED 3L4 KIT	3	50	0.150	2,080	312
25	STORAGE	10	2L4 T8/EL	1	60	0.060	2,080	125	33W LED 2L4 KIT	1	33	0.033	2,080	69

The information contained in this proposal is disclosed in confidence to the individual(s) identified within.
 The recipient may not share, reproduce, or use, in whole or in part, the information enclosed
 for any purpose other than the evaluation of the proposal.

26	SELECTMANS	10	3L4 T8/EL	3	88	0.264	2,080	549	50W LED 3L4 KIT	3	50	0.150	2,080	312
27	PASS THROUGH	10	2L 13W CFL GU	1	30	0.030	2,080	62	7W LED DRUM RETROFIT KIT	1	7	0.007	2,080	15
28	MEETING ROOM	10	1L 42W CFL 8" CAN	13	45	0.585	2,080	1,217	14W LED CAN WHITE 8"	13	14	0.182	2,080	379
29	MEETING ROOM	10	1L CHAND TOP HALF 13W CFL	8	15	0.120	2,080	250	3.5W CANDELABRA LAMP ONLY	8	3.5	0.028	2,080	58
30	MEETING ROOM	10	1L CHAND BOTTOM HALF 8W CFL	8	11	0.088	2,080	183	3.5W CANDELABRA LAMP ONLY	8	3.5	0.028	2,080	58
31	CLOSET	10	2L4 T8/EL	1	60	0.060	2,080	125	33W LED 2L4 KIT	1	33	0.033	2,080	69
32	HALL CLOSET	10	2L4 T8/EL	1	60	0.060	2,080	125	33W LED 2L4 KIT	1	33	0.033	2,080	69
33	2ND FLOOR													
34	HALL STAIRS	10	3.5W LED CANDELABRA CHAND	0	3.5	0.000	2,080	0	NO CHANGE ALREADY LED	0		0.000	2,080	0
35	HALL	10	2L 13W CFL GU	5	30	0.150	2,080	312	7W LED DRUM RETROFIT KIT	5	7	0.035	2,080	73
36	IT ROOM	10	3L4 T8/EL	3	88	0.264	2,080	549	50W LED 3L4 KIT	3	50	0.150	2,080	312
37	BUILDING INSPECTOR	10	3L4 T8/EL	3	88	0.264	2,080	549	50W LED 3L4 KIT	3	50	0.150	2,080	312
38	GREAT ROOM	40	60W CHAND. CANDELABRA	65	60	3.900	2,080	8,112	3.5W CANDELABRA LAMP ONLY	65	4	0.260	2,080	541
39	GREAT ROOM	12	250W MH WALL PACK	20	295	5.900	2,080	12,272	60W LED RETROFIT KIT	20	60	1.200	2,080	2,496
40	VETERANS ROOM	10	3L4 T8/EL	1	88	0.088	2,080	183	50W LED 3L4 KIT	1	50	0.050	2,080	104
41	GREAT ROOM BACK HALL	10	2L 13W CFL GU	2	30	0.060	2,080	125	7W LED DRUM RETROFIT KIT	2	7	0.014	2,080	29
42	WOMENS ROOM	10	2L 13W CFL GU	1	30	0.030	2,080	62	7W LED DRUM RETROFIT KIT	1	7	0.007	2,080	15
43	MENS ROOM	10	2L 13W CFL GU	1	30	0.030	2,080	62	7W LED DRUM RETROFIT KIT	1	7	0.007	2,080	15
44	ELECTRICAL CLOSET	10	2L4 T8/EL	1	60	0.060	1,000	60	33W LED 2L4 KIT	1	33	0.033	1,000	33
45	EMERGENCY ELECTRICAL CLOSET	10	2L4 T8/EL	1	60	0.060	2,080	125	33W LED 2L4 KIT	1	33	0.033	2,080	69
46	GREAT ROOM LEFT BACK HALL	10	2L 13W CFL GU	3	30	0.090	2,080	187	7W LED DRUM RETROFIT KIT	3	7	0.021	2,080	44
47	RESTROOM	10	2L 13W CFL GU	1	30	0.030	2,080	62	7W LED DRUM RETROFIT KIT	1	7	0.007	2,080	15
48	KITCHEN	10	3L4 T8/EL	3	88	0.264	2,080	549	50W LED 3L4 KIT	3	50	0.150	2,080	312
49	CLOSET	10	2L4 T8/EL	2	60	0.120	2,080	250	33W LED 2L4 KIT	2	33	0.066	2,080	137
50	3RD FLOOR													
51	HALL	10	2L 13W CFL GU	6	30	0.180	2,080	374	7W LED DRUM RETROFIT KIT	6	7	0.042	2,080	87
52	CONSERVATION	10	3L4 T8/EL	6	88	0.528	2,080	1,098	50W LED 3L4 KIT	6	50	0.300	2,080	624
53	BOARD OF HEALTH	10	3L4 T8/EL	2	88	0.176	2,080	366	50W LED 3L4 KIT	2	50	0.100	2,080	208
54	PARKS	10	3L4 T8/EL	2	88	0.176	2,080	366	50W LED 3L4 KIT	2	50	0.100	2,080	208
55	CLOSET	10	2L 13W CFL GU	1	30	0.030	1,000	30	7W LED DRUM RETROFIT KIT	1	7	0.007	1,000	7
56	BACK STAIRS	10	2L 13W CFL GU	5	30	0.150	2,080	312	7W LED DRUM RETROFIT KIT	5	7	0.035	2,080	73
57	ELEVATOR ROOM	10	2L4 T8/EL	1	60	0.060	1,000	60	33W LED 2L4 KIT	1	33	0.033	1,000	33
58	EXTERIOR													
59	SIDE ENTRANCE	10	18W PAR 38 LED	0	18	0.000	4,380	0	NO CHANGE ALREADY LED	0		0.000	4,380	0
60	FRONT ENTRANCE	10	BR30 45W CFL	1	45	0.045	4,380	197	11W LED BR30 LAMP ONLY	1	11	0.011	4,380	48
61	BACK ENTRANCE	10	60W INCAN	1	60	0.060	4,380	263	11W LED A19 LAMP ONLY	1	11	0.011	4,380	48
62	SIDE EMERGENCY ENTRANCE	10	60W INCAN	1	60	0.060	4,380	263	11W LED A19 LAMP ONLY	1	11	0.011	4,380	48
				TOTALS	238		17,606	36,568	TOTALS	238		0.666	17,606	11,666

TOTAL SAVINGS		Energy	Yr
kWh	28,177	\$4,293.27	
kW	12,550		

@ \$0.1644 / kWh*

Total Project Cost	\$37,717.27
Incentive	\$7,360.00
Out-of-Pocket Cost	\$30,357.27
Non-Electrical Savings	\$1,466.15
Effective Cost	\$28,891.12

Effective Payback: 6.7 yrs.

* weighted average for demand and kwh charges used by the Energy Information Administration by state
* reflects rates effective January 10, 2015
LED's have a 50,000 hour rated life.
T8 / T5 lamps have a 20,000 hour rated life.
Ballasts have an average useful life of 10 years.
CF lamp have a 6,000 - 8,000 hour rated life.

*Overview of Emissions Reductions
Presented to:*

AYER TOWN HALL

<i>Existing kWh/yr</i> 36,568
<i>Proposed kWh/yr</i> 10,389
<i>Energy Saved</i> 26,179

<i>Prevented CO2 Emissions</i> 40,577 lbs/yr

<i>Equivalent to removing CO2 emissions from 4 Cars!</i>
--





1160 Hancock Street, Suite 400 • Quincy, MA 02160
 T 617 328-9898 • F 617 328-0496
 www.primenergy.com

CUSTOMER NAME: AYER TOWN HALL
 ADDRESS: 1 MAIN ST
 AYER, MA 01432
 CONTACT: OAN SHERMAN
 PHONE: 978-772-8200 X509
 ACCOUNT #: 6547925008
 Date: 1/23/2015

**ENERGY EFFICIENT LIGHTING SYSTEM UPGRADE PROPOSAL
 NATIONAL GRID RETROFIT PROGRAM**

PROJECT SUMMARY

AREA	REPLACEMENT DESCRIPTION	QTY	TOTAL COST	NATIONAL GRID EFFICIENCY INCENTIVE	UP-STREAM EFFICIENCY INCENTIVE	UNIT COST	OUT-OF-POCKET EXPENSE
THROUGHOUT	7W LED DRUM RETROFIT KIT	53	\$8,764.88	\$1,520.00	\$0.00	\$165.38	\$7,244.88
THROUGHOUT	50W LED 3L4 KIT	47	\$7,610.19	\$1,410.00	\$0.00	\$161.92	\$6,200.19
THROUGHOUT	33W LED 2L4 KIT	13	\$1,699.54	\$390.00	\$0.00	\$130.73	\$1,309.54
TOWN CLERK, ASSESSORS CONF ROOM, ASSISTANT ASSESSORS OFFICE, & MEETING ROOM	14W LED CAN WHITE 8"	18	\$4,301.10	\$1,080.00	\$0.00	\$238.95	\$3,221.10
VAULT, & ELEVATOR	35W LED WRAP	3	\$1,134.00	\$110.00	\$0.00	\$378.00	\$1,024.00
MEETING ROOM, MEETING ROOM, & GREAT ROOM	3.5W CANDELABRA LAMP ONLY	81	\$3,553.88	\$0.00	\$810.00	\$43.88	\$2,743.88
GREAT ROOM	60W LED RETROFIT KIT	20	\$9,613.89	\$2,000.00	\$0.00	\$480.69	\$7,613.89
FRONT ENTRANCE	11W LED BR30 LAMP ONLY	1	\$51.03	\$0.00	\$20.00	\$51.03	\$31.03
BACK ENTRANCE, & SIDE EMERGENCY ENTRANCE	11W LED A19 LAMP ONLY	2	\$76.06	\$0.00	\$20.00	\$38.03	\$56.06
ESTIMATED FLUORESCENT LAMP RECYCLING			\$200.48				\$200.48
ESTIMATED H.I.D. BALLAST RECYCLING COST			\$100.00				\$100.00
ESTIMATED H.I.D. LAMP RECYCLING COST			\$173.00				\$173.00
ESTIMATED PERMIT FEE			\$439.22				\$439.22
TOTALS, INCLUDING SENSORS		238	\$37,717.27	\$6,510.00	\$850.00	N/A	\$30,357.27

Please refer to facility audit for a location by location proposal.

Incentive as percent of total cost: 20%

INCENTIVES ARE ESTIMATED AND SUBJECT TO NATIONAL GRID APPROVAL BEFORE INSTALLATION CAN BEGIN
 PROPOSAL ASSUMES THE USE OF ON-SITE LIFT EQUIPMENT
 PRISM RESERVES THE RIGHT TO SUBSTITUTE MATERIALS ABOVE OF EQUAL OR BETTER QUALITY
 PROPOSAL ASSUMES FLUORESCENT BALLAST DISPOSAL BY NATIONAL GRID UNDER RETROFIT PROGRAM
 PROPOSAL ASSUMES DISPOSAL OF OTHER PROJECT DEBRIS IN OWNER'S DUMPSTER OR A DUMPSTER CAN BE PROVIDED AT COST
 PERMIT FEE IS ESTIMATED AND WILL BE BILLED AT FACE VALUE
 ADDITIONAL ITEMS WILL BE INVOICED AT THE APPROVED UNIT COSTS AT THE END OF THE PROJECT
 CUSTOMER IS RESPONSIBLE TO PROVIDE ACCESS TO ALL AREAS FOR INSTALLATION
 NO EMERGENCY BACKUP BALLASTS INCLUDED IN PROPOSAL
 LED'S MAY NOT BE COMPATIBLE WITH ALL DIMMING SWITCHES
 WARRANTY: PRISM OFFERS 1 YEAR ON LAMPS, 2 YEARS ON BALLASTS FOR LABOR AND MATERIALS
 ADDITIONAL WARRANTY ON MATERIALS IS OFFERED THROUGH THE MANUFACTURER
 LABOR IS BASED OFF OF PREVAILING WAGE RATE. NORMAL WORK HOURS
 NO GRID WORK IN SCOPE: CUSTOMER RESPONSIBLE FOR ALL CEILING TILE REPLACEMENTS
 NO PATCHING OR PAINTING IN SCOPE

PLEASE CHECK THE BOX FOR LAMP COLOR:

3500K (Warm White)
 4100K (Cool White)

PLEASE WRITE FEDERAL ID # (FID)

Proposal firm through 4/23/2015

30% retainer is due upon execution of contract \$11,315.18

Please authorize work for: AYER TOWN HALL

by signing below



Authorized Signature

Title

Date

I certify that the information provided is an accurate account of the existing conditions of my facility. I have read the savings analysis and understand all the proposed energy conservation measures. I agree that any change of quantity for each energy conservation measure will result in a deduction or increase in the approved unit costs. I have reviewed all the cut sheets and approve of them or equal to.

RETROFIT

2015 Lighting – Systems & Sensors Application

ALL FIELDS ON THIS PAGE ARE REQUIRED TO COMPLETE YOUR APPLICATION.

Indicate Program Administrator for Application: Cape Light Compact National Grid NSTAR Uniltl Western Massachusetts Electric Company

CUSTOMER/ACCOUNT HOLDER INFORMATION

COMPANY NAME AYER TOWN HALL		CONTACT PERSON DAN SHERMAN		APPLICATION DATE 1/23/15
INSTALL SITE TOWN HALL	PHONE 978-722-8200 X 509	FAX NUMBER 978-722-8202		
EMAIL ADDRESS THMAINT@AYER.MA.US		SQUARE FEET (COVERED BY THIS APPLICATION) 18000		
STREET ADDRESS 1 MAIN ST	CITY AYER	STATE MA	ZIP 01432	
MALING ADDRESS (IF DIFFERENT)	CITY	STATE	ZIP	
ELECTRIC COMPANY NAME National Grid		ELECTRIC ACCOUNT NUMBER 6547925008		
GAS COMPANY NAME		GAS ACCOUNT NUMBER		

BUILDING TYPE (PLEASE PLACE "X" IN APPROPRIATE BALLOT BOX)

- | | | | | | |
|--|--|---|--|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> ASSEMBLY | <input type="checkbox"/> FAST FOOD | <input type="checkbox"/> HOTEL | <input type="checkbox"/> MULTI STORY RETAIL | <input type="checkbox"/> RELIGIOUS | <input type="checkbox"/> SMALL RETAIL |
| <input type="checkbox"/> AUTOMOTIVE | <input type="checkbox"/> FULL SERVICE RESTAURANT | <input type="checkbox"/> LARGE REFRIGERATED SPACE | <input type="checkbox"/> MULTIFAMILY HIGH-RISE | <input type="checkbox"/> K-12 SCHOOL | <input type="checkbox"/> UNIVERSITY |
| <input type="checkbox"/> BIG BOX | <input type="checkbox"/> GROCERY | <input checked="" type="checkbox"/> LARGE OFFICE | <input type="checkbox"/> MULTIFAMILY LOW-RISE | <input type="checkbox"/> SMALL OFFICE | <input type="checkbox"/> WAREHOUSE |
| <input type="checkbox"/> COMMUNITY COLLEGE | <input type="checkbox"/> HEAVY INDUSTRIAL | <input type="checkbox"/> LIGHT INDUSTRIAL | <input type="checkbox"/> OTHER: | | |
| <input type="checkbox"/> DORMITORY | <input type="checkbox"/> HOSPITAL | <input type="checkbox"/> MOTEL | | | |

PAYMENT METHOD (PAYEE MUST SUBMIT A W-9 FORM)

PAYMENT TO: <input type="checkbox"/> CUSTOMER <input checked="" type="checkbox"/> VENDOR/INSTALLER	CUSTOMER – TAX ID# (REQUIRED)	VENDOR/INSTALLER – TAX ID# (REQUIRED IF RECEIVING INCENTIVE) 04-3437153
CHECK PAYABLE TO: PRISM ENERGY SERVICES	CUSTOMER COMPANY TYPE: <input type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT	VENDOR COMPANY TYPE: <input checked="" type="checkbox"/> INC. <input type="checkbox"/> NOT INCORP. <input type="checkbox"/> EXEMPT

VENDOR INFORMATION

VENDOR/INSTALLER PRISM ENERGY SERVICES	CONTACT NAME MICHAEL LANE		
STREET ADDRESS 1150 HANCOCK STREET	CITY QUINCY	STATE MA	ZIP 02169
PHONE 617-326-9896	EMAIL ADDRESS MIKEL@PRISMENERGYSERVICES.COM		
DATE	VENDOR/INSTALLER AUTHORIZED SIGNATURE (NOT APPLICABLE IF CUSTOMER IS PAYEE.) X Michael Lane		

CUSTOMER ACCEPTANCE OF TERMS

PRE-INSTALLATION	<input type="checkbox"/> I CERTIFY THAT ALL STATEMENTS MADE IN THIS APPLICATION ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM.		ANTICIPATED COMPLETION DATE
DATE	PRINT NAME	AUTHORIZED SIGNATURE X	
POST-INSTALLATION	<input type="checkbox"/> I CERTIFY THAT I HAVE SEEN THE ENERGY EFFICIENCY MEASURES THAT HAVE BEEN INSTALLED AND I AM SATISFIED WITH THEIR INSTALLATION.		
DATE	PRINT NAME	AUTHORIZED SIGNATURE X	

FOR PROGRAM ADMINISTRATORS ONLY

REQUIRED INSPECTIONS	DATE	INSPECTOR	PROJECT COSTS:	
PRE-INSPECTION:				
POST INSPECTION:				
APPROVAL	DATE	PROGRAM MANAGER	LABOR \$:	
PRE-APPROVED INCENTIVE:				
FINAL INCENTIVE:			MATERIAL \$:	

The information contained in this proposal is disclosed in confidence to the individual(s) identified within.

The recipient may not share, reproduce, or use in whole or in part, the information enclosed for any purpose other than the evaluation of the proposal.

Terms and Conditions

1. Incentives

Subject to these Terms & Conditions, the Program Administrator will pay Incentives to Customer for the Installation of EEMs.

2. Definitions

- (a) "Customer" means the customer maintaining an account for service with the Program Administrator, or in the case of a Program Administrator which is a municipal aggregator, maintains an account for service with the distribution company serving the territory of such Program Administrator, and who satisfies the Program eligibility requirements established by the Program Administrator.
- (b) "EEMs" are those energy efficiency measures described in the Program Materials or other Custom Measures that may be approved by the Program Administrator.
- (c) "Facility" means the Customer location served by the Program Administrator where EEMs are to be installed.
- (d) "Incentives" means those payments made by the Program Administrator to Customers pursuant to the Program and these Terms and Conditions.
- (e) "Program" means the energy efficiency program offered by the Program Administrator to Customers.
- (f) "Program Administrator" means Berkshire Gas Company, or Cape Light Compact, or Columbia Gas of Massachusetts, or National Grid, or Liberty Utilities, or NSTAR Electric & Gas Corporation, or Unitil, or Western Massachusetts Electric Company, as applicable.
- (g) "Program Materials" means the documents and information provided by the Program Administrator specifying the qualifying EEMs, technology requirements, costs and other Program requirements, which include, without limitation, program guidelines and requirements, application forms and approval letters.

3. Application Process and Requirement For Program Administrator Approval

- (a) The Customer shall submit a completed application in the form specified by the Program Administrator. In addition, at the Program Administrator's discretion, the Customer may be required to provide the Program Administrator with a copy of the detailed specifications and scope of work, as well as an analysis of the savings and/or demand reduction, for the EEMs proposed for approval. Customer will upon request by the Program Administrator provide a copy of the as-built drawings and equipment submittals for the Facility after EEMs are installed. This analysis shall be prepared by a Professional Engineer licensed in the state where the Facility is located to the extent required by the Program Administrator or by applicable law, regulation or code.
- (b) The Program Administrator will review the Customer's application and supporting documentation to determine the energy savings and demand reduction potential. The Program Administrator reserves the right to reject or modify any calculations, based on the Program Administrator's own analysis.
- (c) The Program Administrator is not obligated to pay any Incentives unless the authorized representative of the Program Administrator issues an approval letter regarding the EEMs proposed by the Customer, and any necessary pre- and post-Installation verification activity is successfully completed by the Program Administrator. The Program Administrator's approval letter shall state the maximum approved Incentive amount and the date by which the EEMs must be fully installed and operational to qualify for Incentive payments. The Program Administrator may also require the Customer to execute additional agreements, or provide other documentation regarding the proposed EEM Installation and Incentive payment(s).
- (d) The Customer will have no right to receive, and the Program Administrator will have no obligation to pay, Incentives for any EEMs that have not been approved in writing in advance by the Program Administrator, unless the Program Materials state that such prior approval is not required. Further, the Program Administrator is not obligated to pay Incentives for projects which were pre-approved but are determined to not comply with Program requirements after installation is complete.
- (e) The Program Administrator reserves the right to approve or disapprove of any application or proposed EEMs.

4. Pre- and Post-Installation Verification

The Program Administrator is not obligated to pay any Incentives until the Program Administrator has performed a satisfactory pre-installation inspection (unless the Program Materials state such pre-inspection is not required) and post-installation verification of the installation. If the Program Administrator determines that any EEMs were not installed in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval, the Program Administrator shall have the right to require modifications before having the obligation to make any Incentive payments. At its discretion the Program Administrator may also withhold payment of Incentives until it has been verified that the Customer has received, as appropriate, final drawings, operation and maintenance manuals, and operator training, and the Program Administrator has received documentation detailing the installation of the EEMs in accordance with these Terms and Conditions, the Program Materials and the Program Administrator's approval.

5. Monitoring and Inspection

The Program Administrator reserves the right to perform monitoring and inspection of the EEMs for a three year period following completion of the installation in order to determine the actual demand reduction and energy savings.

As a condition of receiving an Incentive, the Customer agrees to provide access and information to the Program Administrator and cooperate with the Program Administrator regarding such activity. By participating in the Program, the Customer acknowledges and agrees that no activity by the Program Administrator includes any kind of safety, code or other compliance review.

6. Site-Specific Custom Measures

The Program Administrator will only approve of those site-specific custom EEMs that the Program Administrator believes have cost-effective energy savings potential. In any case, the Program Administrator reserves the right to approve or disapprove of any such EEMs proposed by Customer.

7. Incentive Amounts

- (a) The Program Administrator reserves the right to adjust and/or negotiate the Incentive amount.
- (b) Once an Incentive amount is pre-approved, the Program Administrator will pay no more than the cost to the Customer of purchasing and installing the EEM, or the pre-approved Incentive amount, whichever is less.
- (c) The Program Administrator reserves the right to reduce or eliminate the Incentive amount if (1) the quantity and/or qualifying costs of EEMs actually installed differs from the pre-approved amounts, or (2) the EEMs were not installed in accordance with these Terms and Conditions, the Program Materials or the Program Administrator's approval, or which have not been properly maintained, have been altered or disconnected, or in the event of a shutdown or significant reduction of operations at facility where the EEMs are located. In addition, Customer shall be obligated to refund such Incentive amounts paid by the Program Administrator where the projected energy savings have not been achieved as a result of the foregoing circumstances.

8. Equipment and Installation

Customer shall be responsible for ensuring that the EEMs are installed and operated in accordance with applicable laws, regulations and codes and that all applicable permits and inspections are obtained. Customer shall provide the Program Administrator with copies of all invoices and related documents (including all materials, labor, and equipment discounts) relating to the purchase and installation of the EEMs. The itemized invoices shall include detail of all EEMs including the model, quantity and cost for each EEM, and shall identify any applicable discounts or Incentives. The Customer shall provide detail on the installation location of the EEMs in the format specified by the Program Administrator, and such other documentation and information as the Program Administrator may request, including, without limitation, copies of permits and contractor and supplier invoices, orders and records. The Program Administrator reserves the right to determine in its reasonable discretion the appropriate costs of EEMs in order to calculate the Incentive amount.

9. Installation Schedule Requirements

If the Customer does not complete installation of the approved EEMs within the earlier of the completion date specified in the Program Administrator's approval letter or twelve (12) months from the date the Program Administrator issues pre-approval of the EEM project, the Program Administrator may terminate any obligation to make Incentive payments.

10. Incentive Payment Conditions

Provided that the Customer has satisfied its obligations, the Program Administrator shall use commercially reasonable efforts to pay each Incentive amount to the Customer within forty-five (45) days after all of the following conditions are met: (1) Program Administrator's approval of the EEM project has been provided; (2) all applicable permits, licenses and inspections have been obtained by the Customer; (3) installation of the EEMs has been completed in accordance with the requirements hereof; and (4) the Program Administrator has verified all product and installation costs and the satisfactory installation of the EEMs, all in accordance with the terms hereof. Customer shall not assign any of its rights or obligations referenced in these Terms and Conditions or in the Program Materials (including, without limitation, the right to receive Incentive payments) without first obtaining the written consent of the Program Administrator.

11. Contractor Shared Savings Arrangements

If EEMs are being installed by a contractor under a shared savings arrangement, the Program Administrator reserves the right to determine the cost of purchasing and installing the EEMs.

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12. Maintenance of EEMs

Customer acknowledges and agrees that Customer shall operate and maintain the EEMs in accordance with the manufacturer's recommendations and the terms hereof, and shall replace consumable parts and other components with comparable or superior efficient products at the Customer's expense.

13. Program/Terms and Conditions Changes

Program expenditures, requirements and eligibility, and these Terms & Conditions, may be changed by the Program Administrator at any time without notice. The Program Administrator reserves the right, for any reason, to withhold approval of projects and any EEMs, and to cancel or alter the Program, at any time without notice. Approved applications will be processed under the Terms and Conditions and Program Materials in effect at the time of the pre-approval by the Program Administrator.

14. Third Party Financing

Pre-approved custom projects are eligible for financing by a Third Party Lender through your Program Administrator. (1) Lender to qualify customer. (2) Invoicing monthly payment will be administered by 3rd Party Lender. (3) Interest rate on 3rd party loans is set at prime plus 100 basis points with a 6.25% minimum rate. (4) Scheduled interest payments on the loan will be pre-paid by the Program Administrator in lieu of a portion of the incentive or rebate.

15. Publicity of Customer Participation

The Customer grants to the Program Administrator the right to use and reference for promotional and regulatory purposes the Customer's participation in the Program, the details of the EEM project and the energy savings, the amount of Incentives paid to the Customer, and any other information relating to the Customer's participation in the Program.

16. Indemnification and Limitation of the Program Administrator's Liability

Customer shall indemnify, defend and hold harmless Program Administrator, its affiliates and their respective contractors, officers, directors, employees, agents, representatives from and against any and all claims, damages, losses and expenses, including reasonable attorneys' fees and costs incurred to enforce this indemnity, arising out of, resulting from, or related to the Program or the performance of any services or other work in connection with the Program ("Damages"), caused or alleged to be caused in whole or in part by any actual or alleged act or omission of the Customer, any subcontractor, agent, or third party, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

To the fullest extent allowed by law, the Program Administrator's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives in accordance with these Terms and Conditions and the Program Materials, and the Program Administrator and its affiliates and their respective contractors, officers, directors, employees, agents, representatives shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases the Program Administrator and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim associated with the EEMs, the performance of the EEMs, the Program, or these Terms and Conditions.

17. No Warranties or Representations by the Program Administrator

- (a) THE Program Administrator DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND THE Program Administrator MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION HERewith OR THEREwith, WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER SHALL SURVIVE ANY CANCELLATION, COMPLETION, TERMINATION OR EXPIRATION OF THE CUSTOMER'S PARTICIPATION IN THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS, LICENSORS, OR PROVIDERS OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THESE TERMS AND CONDITIONS, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF THE Program Administrator AND THE Program Administrator MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES. THE TERMS OF THIS SECTION SHALL GOVERN OVER ANY CONTRARY VERBAL STATEMENTS OR LANGUAGE APPEARING IN ANY Program Administrator's OTHER DOCUMENTS.
- (b) Neither the Program Administrator nor any of its employees or contractors is responsible for determining that the design, engineering or installation of the EEMs is proper or complies with any particular laws, codes, or industry standards. The Program Administrator does not make any representations of any kind regarding the benefits or energy savings to be achieved by the EEMs or the adequacy or safety of the EEMs.
- (c) Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an Independent expert (not the Program Administrator) for all aspects of the EEMs and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed.
- (d) Customer agrees and acknowledges that Program Administrator is not a manufacturer of, or regularly engaged in the sale or distribution of, or an expert with regard to, any equipment or work.
- (e) The provisions of this Section 16 shall survive the termination, cancellation or completion of the Customer's participation in the Program.

18. Equipment, Contractor Selection and Contracting

Customer is responsible for selecting and purchasing the EEMs and selecting and contracting with the design and installation contractor(s). The Customer shall be responsible for enforcing all such contracts and for assuring that the EEMs meet Program requirements and applicable laws, regulations and codes, and that the contractor(s) are properly qualified, licensed and insured. Notwithstanding the foregoing, the Customer acknowledges that the Program Administrator reserves the right to deny a vendor or contractor to participate in this Program or provide equipment or services. The Program Administrator also has the right to exclude certain equipment from the Program.

19. Removal of Equipment

The Customer agrees, as a condition of participation in the Program to properly remove and dispose of or recycle the equipment, lamps and components in accordance with all applicable laws, and regulations and codes. The Customer agrees not to re-install any of removed equipment in the Commonwealth of Massachusetts or the service territory of any affiliate of the Program Administrator, and assumes all risk and liability associated with the reuse and disposal thereof.

20. Energy Benefits

Other than the energy cost savings realized by Customer, the Program Administrator is entitled to 100% of the benefits and rights associated with the EEMs, including without limitation ISO-NE products and all other attributes, credits or products associated therewith under any regional initiative or federal, state or local law, program or regulation or program, and Customer waives, and agrees not to seek, any right to the same.

21. Customer Must Declare and Pay All Taxes

The benefits conferred upon the Customer through participation in this Program may be taxable by the federal, state, and local government. The Customer is responsible for declaring and paying all such taxes. The Program Administrator is not responsible for the payment of any such taxes.

22. Counterpart Execution; Scanned Copy.

Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

23. Miscellaneous

- (a) Paragraph headings are for the convenience of the parties only and are not to be construed as part of these Terms and Conditions.
- (b) If any provision of these Terms and Conditions is deemed invalid by any court or administrative body having jurisdiction, such ruling shall not invalidate any other provision, and the remaining provisions shall remain in full force and effect in accordance with their terms.
- (c) These Terms and Conditions shall be interpreted and enforced according to the laws of the Commonwealth of Massachusetts.
- (d) In the event of any conflict or inconsistency between these Terms and Conditions and any Program Materials, these Terms and Conditions shall be controlling.
- (e) Except as expressly provided herein, there shall be no modification or amendment to these Terms and Conditions or the Program Materials unless such modification or amendment is in writing and signed by a duly authorized officer of the Program Administrator.
- (f) The provisions of Sections 5, 7, 8, 9, 11, 13, 15, 16, 18, 19, 20, and 21 (including any other sections herein that specifies by its terms that it survives termination) shall survive the termination or expiration of the Customer's participation in the Program.

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1150 Hancock Street, Suite 400 • Quincy, MA 02169
 T 617 328-9896 • F 617 328-0496
 www.prismenergyservices.com

AVOIDED MAINTENANCE SAVINGS ANALYSIS

CUSTOMER NAME: AYER TOWN HALL
 ADDRESS: 1 MAIN ST
AYER, MA 01432
 CONTACT: DAN SHERMAN
 PHONE: 978-772-8200 X509

Auditor: Prism Energy Services
MELISSA LLOYD
 Date: 1/23/2015

NON-ELECTRIC BENEFITS SUMMARY

<i>EXPENSE DESCRIPTION</i>	<i>MAINTENANCE COST</i>
LABOR TO REPLACE FAILED BALLASTS	\$196.28
LABOR TO REPLACE FAILED LAMPS	\$497.38
ASSOCIATED MATERIAL COSTS	\$772.49
TOTAL AVOIDED MAINTENANCE COST	\$1,466.15

BALLAST REPLACEMENT LABOR ESTIMATES

\$30 PER HID FIXTURE

LAMP REPLACEMENT LABOR ESTIMATES

\$5 PER FLUORESCENT FIXTURE

\$20 PER HID FIXTURE

\$1 PER INCANDESCENT LAMP



LED T8 InstantFit Lamp

16.5T8/48-4000 IF 10/T

Philips LED T8 InstantFit Lamps are an ideal energy saving choice for existing linear fluorescent fixtures.

Product data

• General Characteristics

Main Application	Industrial
Cap-Base	G13
Rated Avg. Life (Hours)	40000 hr
Nominal Lifetime hours	40000 hr

• Light Technical Characteristics

Color Code	840
Beam Angle	160 D
Correlated Color Temperature	4000 K
Approximate Lumens	2100 Lm
CRI	83
Rated Luminous Flux	2100 Lm
LLMF - end nominal lifetime	40000 %
Colour consistency	6 steps
Rated Beam Angle	160 D

• Electrical Characteristics

Wattage	16.5 W
Voltage	200-420 V
Line Frequency	50/60 Hz
Power Factor	0.9 (min) -
Dimmable	No
Rated Wattage	16.5 W
Starting Time	0.5 (max) s
Warm-up Time to 60% Light Outp	instant full light
Energy saving product	Yes
Suitable for accent lighting	No

• Temperature Characteristics

T-case maximum	45 (max) C
Operating temperature	-20 (min), 45 (max) C
T-Storage	-40 (min), 65 (max) C

• Environmental characteristics

Energy Efficiency Label (EEL)	A+
Energy consumption kWh/1000h	19 kWh

• Measuring Conditions

Switching cycle	50000X
-----------------	--------

• Product Dimensions

Length A1	1198.0 mm
Fixing Hole Distance	1205.0 mm
A2 Length	
Length A3	1212.0 mm
Diameter D	28 mm
Mounting hole diameter	25.68 mm
Circular outline dimension	28 mm

• Approval & Application Class

VDE marking	No
CE marking	Yes
UL certificate	No
RoHS compliance	Yes



PHILIPS

LED T8 InstantFit Lamp

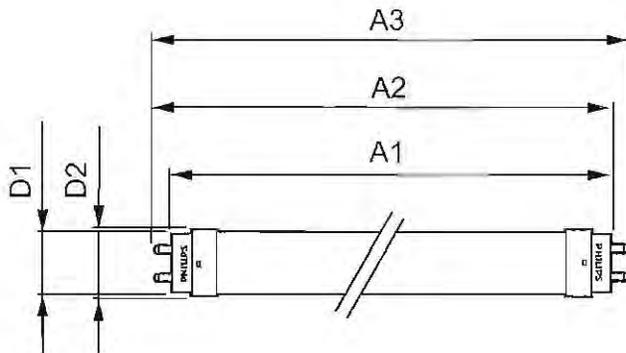
KEMA Keur certificate Yes

• Product Data

Product number 434886
 Full product name 16.ST8/48-4000 IF 10/1
 Short product name 16.ST8/48-4000 IF 10/1

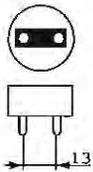
Pieces per Sku 1
 eop_pck_cfg 10
 Skus/Case 10
 Bar code on pack 46677434885
 Bar code on case 50046677434880
 Logistics code(s) 929000288204
 eop_net_weight_pp 0.001 kg

Dimensional drawing



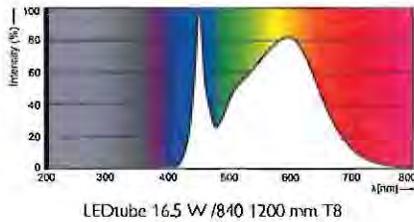
16.ST8/48-4000 IF 10/1

Product	A1 (Norm)	A2 (Norm)	A3 (Norm)	D1 (Norm)	D2 (Norm)
TLED 1200mm 16.5W G13/840	1198.0	1205.0	1212.0	25.40	28



G13

Photometric data



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www.philips.com/lighting

2014, November 29
 data subject to change

QUICKTRONIC® T8 Instant Start UNIVERSAL VOLTAGE

High Efficiency Series

Low Ballast Factor

Lamp/Ballast Guide

32W T8 - OCTRON®
 QHE ISL SC Models
 1-lamp QHE1x32T8/UNV
 2-lamp QHE2x32T8/UNV
 3-lamp QHE3x32T8/UNV
 4-lamp QHE4x32T8/UNV

Also operates:
 FBO32, FBO31, FO25, FBO24,
 FO17, FBO16, FO30/SS (30W),
 FBO30/SS (30W), FBO29/SS (29W),
 FO28/SS (28W) & FO25/SS (25W)

FO40T8 operation:
 1 lamp on 2L ballast
 2 lamps on 3L ballast
 3 lamps on 4L ballast

Note: FO40T8 0°F Starting Temp.

SYLVANIA QUICKTRONIC High Efficiency (QHE) energy-saving electronic T8 ballasts save up to 6% over standard electronic ballasts without compromising light output or lamp life. The added energy savings also provides for a quicker payback. QHE ballasts also meet the most demanding utility rebate standards.

SYLVANIA QUICKTRONIC High Efficiency (QHE) operates OCTRON T8 lamps with maximum efficacy and high lumen output, and provides 30-50% energy savings when compared to F40T12 magnetic systems.

Small can enclosure allows for low profile fixture design. Small size also provides transportation, inventory and ergonomic benefits.

This product is also offered in new banded packaging and pallet packs.



SYLVANIA QUICKTRONIC High Efficiency (QHE) is also covered by our QUICK 60+® warranty, the first and most comprehensive lamp & ballast system warranty in the industry.

Parallel circuitry is utilized to keep the remaining lamps lit if one or more should go out.

Key System Features

- High Efficiency Systems over 90% efficient
- Over 100 LPW (lumens/watt) with OCTRON SUPERSAVER® lamps
- Lowest power T8 I.S. Systems
- Universal voltage (120-277)
- Small Can enclosure size
- 30-50% Energy savings
- -20°F (-29°C) min. starting temp. for OCTRON lamps
- 60°F (16°C) min. starting temperature with OCTRON SUPERSAVER lamps
- <10% THD
- Virtually eliminates lamp flicker

System Information

SYLVANIA QUICKTRONIC High Efficiency (QHE) operates from 120V through 277V, eliminating "wrong voltage" wiring errors and reducing the number of models in inventory by half.

SYLVANIA QUICKTRONIC High Efficiency (QHE) uses instant start operation to provide the highest system efficacy and to assure low temperature starting capability. Instant start also provides for maximum remote wiring distances.

SYLVANIA QUICKTRONIC High Efficiency (QHE) electronic ballasts have very low harmonic distortion (<10% THD) for high system performance.

Ballast operates at >42kHz to reduce potential interference with infrared control systems.

A complete OSRAM SYLVANIA System Performance Guide showing performance characteristics for all combinations of lamps and ballasts is available upon request.

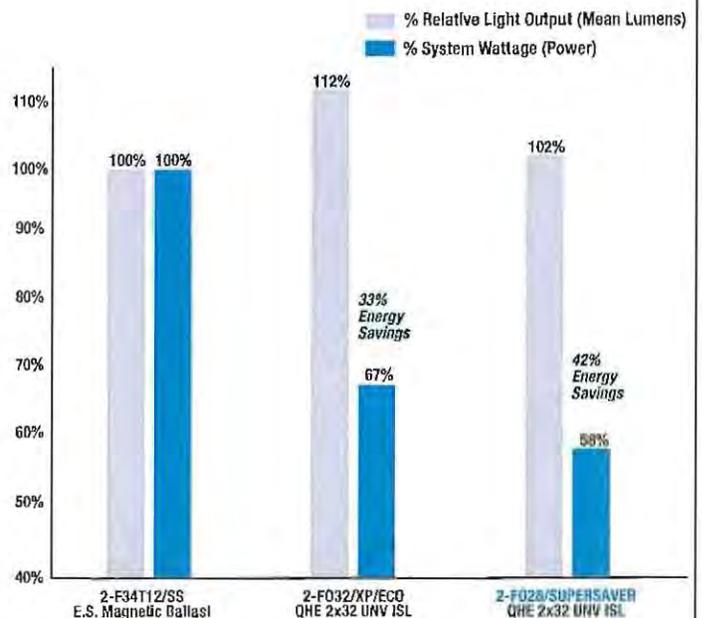
System Type (2-lamp)	Input Wattage	Initial Lumens	System LPW	Mean Lumens	Energy Savings
F34T12 - E.S. Magnetic Ballast	72	4660	65	3960	Baseline
F032/XP - QHE2x32T8/UNV ISL-SC	48	4680	98	4445	33%
F028/SS - QHE2x32T8/UNV ISL-SC	42	4250	101	4040	42%

Application Information

SYLVANIA QUICKTRONIC High Efficiency

is ideally suited for:

- Any applications where the lowest power T8 systems are needed for maximum energy savings
- Energy Retrofits
- Commercial & Retail
- Hospitality & Institutional
- New Construction



ECS069



Low Ballast Factor T8 Instant Start UNV VOLTAGE High Efficiency Systems

Performance Guide

Data based upon SYLVANIA OCTRON® XP™ lamps shown. QUICKTRONIC QHE Instant Start ballasts are also compatible with other lamp manufacturers equivalent lamp types that meet ANSI specifications.

QHE Instant Start ballasts will operate F17, F25 and F32 (and the U-Bend equivalent) T8 lamps. Complete performance data is available in the QUICKSYSTEMS section of the SYLVANIA Electronic Ballast Catalog.

<10% THD High Efficiency Electronic T8 Fluorescent Systems (Low Ballast Factor)

Item Number	OSRAM SYLVANIA Description	Input Voltage (VAC)	Input Current (AMPS)	Lamp Type	Rated Lumens (lm)	No. of Lamps	Ballast Factor (BF)	System Lumens	Input Wattage (W)	System Efficacy (lm/W)
49861	QHE 1X32T8/UNV ISL-SC	120-277	0.21/0.09	F032/XP	3000	1	0.78	2340	25	94
			0.20/0.09	F030/SS	2850	1	0.78	2220	24	93
			0.19/0.08	F028/SS	2725	1	0.78	2125	22	97
			0.17/0.08	F025/SS	2475	1	0.78	1930	20	97
49863	QHE 2X32T8/UNV ISL-SC	120-277	0.41/0.18	F032/XP	3000	2	0.78	4680	48	98
			0.38/0.16	F030/SS	2850	2	0.78	4445	45	99
			0.35/0.15	F028/SS	2725	2	0.78	4250	42	101
			0.32/0.14	F025/SS	2475	2	0.78	3860	37	104
49865	QHE 3X32T8/UNV ISL-SC	120-277	0.61/0.27	F032/XP	3000	3	0.78	7020	71	99
			0.58/0.25	F030/SS	2850	3	0.78	6670	68	98
			0.53/0.23	F028/SS	2725	3	0.78	6300	63	101
			0.48/0.21	F025/SS	2475	3	0.78	5790	55	105
49867	QHE 4X32T8/UNV ISL-SC	120-277	0.80/0.35	F032/XP	3000	4	0.78	9360	95	99
			0.75/0.32	F030/SS	2850	4	0.78	8990	89	100
			0.71/0.31	F028/SS	2725	4	0.78	8500	84	101
			0.62/0.27	F025/SS	2475	4	0.78	7720	74	104

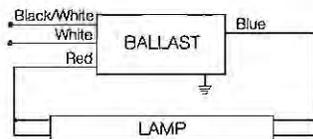
Products listed above are 10 packs.

840 PC Pallet Packs

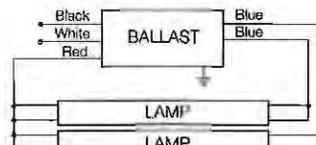
49862 QHE1x32T8/UNV-ISL-SC-PAL 49864 QHE2x32T8/UNV-ISL-SC-PAL
49866 QHE3x32T8/UNV-ISL-SC-PAL 49868 QHE4x32T8/UNV-ISL-SC-PAL

10 PC Banded Packs

49837 QHE1x32T8/UNV-ISL-SC-B 49838 QHE2x32T8/UNV-ISL-SC-B
49839 QHE3x32T8/UNV-ISL-SC-B 49840 QHE4x32T8/UNV-ISL-SC-B

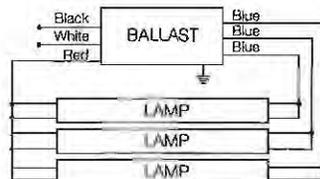


QUICKTRONIC 1x32



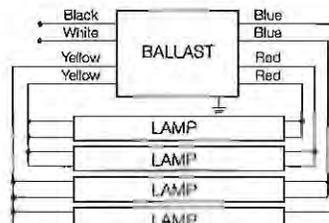
Note: For one lamp application, cap any blue lead. It is rated to 600 volts.

QUICKTRONIC 2x32



Note: For two lamp application, cap any blue lead. It is rated to 600 volts.

QUICKTRONIC 3x32



Note: For three lamp application, cap any unused blue lead. It is rated to 600 volts.

QUICKTRONIC 4x32

Specifications¹

Starting Method: Instant Start
Ballast Factor: 0.78

Circuit Type: Parallel

Lamp Frequency: > 40KHz

Lamp CCF: Less than 1.7

Starting Temp:¹

-20°F for OCTRON T8 lamps;

60°F for SUPERSAVER® T8 lamps

0°F for FQ40T8

Input Frequency: 50/60 Hz

Low THD: < 10%

Power Factor: > 98%

Voltage Range: 108-305V

UL Listed Class P, Type 1 Outdoor

CSA Certified (where applicable)

70°C Max Case Temperature

FCC 47CFR Part 18 Non-Consumer

Class A Sound Rating

ANSI C62.41 Cat. A Transient Protection

Remote Mounting up to 20 feet¹

¹ Operation below 50°F may affect light output or lamp operation – see "Low Temp. Starting" definition.

System Life / Warranty

QUICKTRONIC products are covered by our QUICK 60+^o warranty, a comprehensive lamp and ballast system warranty. For additional details, refer to our QUICK 60+ warranty bulletin.

Ordering Guide

Specifications subject to change without notice.

Dimensions:

Overall: 9.5" L x 1.68" W x 1.18" H

Mounting: 8.90"

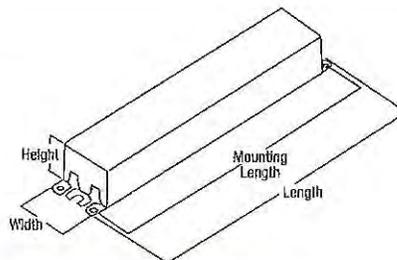
Packaging:

Quantity: 10 pieces/840 pieces

Weight: 1.6 lbs each (approx)

Wiring:

Leads only (no connectors provided)



Item Number ———— 49863 QHE 2 x 32T8 / UNV ISL-SC ———— Case Size
QUICKTRONIC High Efficiency ———— Starting/Ballast Factor
Number of Lamps ———— Line Voltage (120-277V)
————— Primary Lamp Wattage

OSRAM SYLVANIA National Customer Service and Sales Center

1-800-LIGHTBULB (1-800-544-4828)

www.sylvania.com

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the system solution®
14



5 YEAR WARRANTY



>110 LPW

The next generation of energy efficient LED Drum Fixture Module

RemPhos LEDCR™

This is the solution you have been waiting for. The LEDCR Drum Module by RemPhos Technologies can be used by fixture OEMs or as an in-the-field retrofit. The LED system offers an economical alternative to upgrade to long lasting LED lighting, while retaining the simple clean look of virtually any standard circular ceiling mount drum fixture. The LEDCR module is both an ETL 1598 Listed luminaire and ETL 1598C Classified Retrofit Kit featuring a unique LED array and driver. The module carries the Energy Star® CSD (Certified Subcomponent Database) Listing, making an easy path for OEM's to receive Energy Star® listing on their luminaires. The LEDCR mounts easily with no drilling to any style fixture. The LEDCR features a patent-pending design which allows the 4 LED arrays to expand in order to fit fixtures of different diameters. The LED module is available with multiple outputs and color temperatures.



For the Lighting Fixture OEM:

No need to send your fixtures to UL for re-certification. You can simply install this kit at the factory, it already has UL1598 approval.

For the Electrician/ESCO:

Meets UL and NEC standards to retrofit existing fixture in the field.

All the benefits of a quality LED retrofit:

- 900-3000lm outputs available
- Long life (L70=50,000hrs)
- Reduced maintenance costs
- Available in 2700K-5000K, >80 CRI
- ETL, FCC, RoHs

Plus the unique benefits of the LEDCR:

- Unique flexible design to fit almost any fixture
- Screw-less/drill-less installation
- Superior optics means perfect light distribution
- Environmentally friendly manufacturing process
- Designed in the USA





DATE 1/23/15

JOB NAME Ayer Town Hall

TYPE RPT-LEDCR-7W-4000K

Features	Applications
<ul style="list-style-type: none"> >110 LPW Retrofit UL Listed LED Luminaire 	<ul style="list-style-type: none"> Hotels Dormitories Low income housing Office buildings

Manufacturer	Details	Lumens
RPT	LEDCR	900lm = 7W 1600lm = 12W 2200lm = 18W 3000lm = 27W*

Color Temperature/CRI	Options
2700K* 3000K 3500K* 4000K 5000K*	OCC = high/low motion sensor 10VDIM = 0-10V dimmable EMG = emergency battery backup



BI - LEVEL DIMMING

Ordering Example: RPT-LEDCR-1600LM-4000K-OCC

*Special Order

Details

Application Features: Easily install into almost any circular ceiling fixture with this high efficiency LED kit. We designed this system with the installer in mind; we made it as easy as possible for a quick install! Innovative design allows it to fit most fixture diameters. Extremely high efficacy at over 130LPW.

Construction: Powder-coated white stamped chassis, LED boards are riveted in place and can swing out.

Electrical: 92% efficient UL Recognized internal driver, LM80 LEDs

Optics: Patent-pending optical system delivers perfectly uniform light to the fixture.

Approvals: ETL Listed to UL1598 as an LED Luminaire and UL1598C Classified Retrofit Kit. Energy Star® CSD.

Manufactured: China – 5 Year Warranty

Unique LED arrays expand to fit fixture perfectly!



US and Foreign Patents Pending

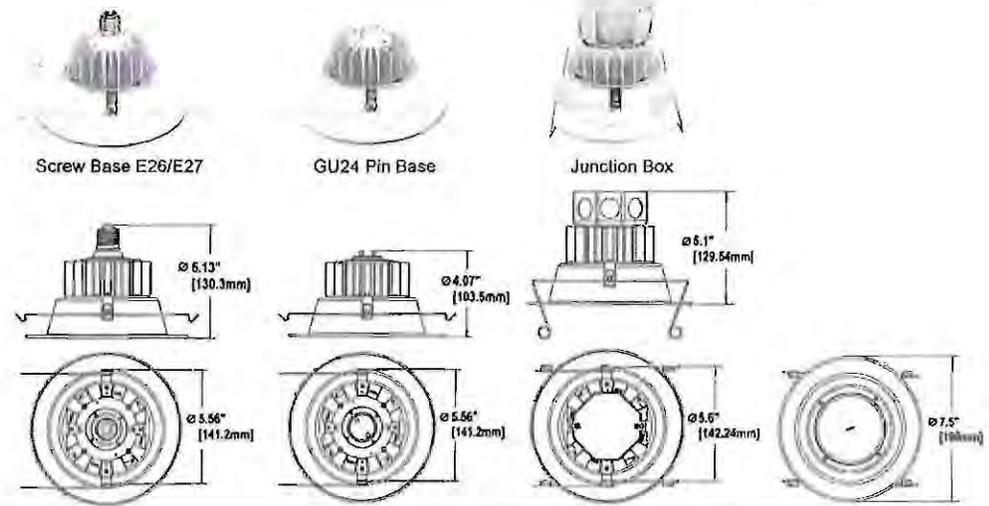
Optional Microwave high/low motion sensor:



Designed by **US.**
Made by **US.**



Aluminum surface with Trim color:



Line Voltage

☑ 120V, 220V, 277V line current

DL1-TC

Medium Screw Base E26/27, GU24 Pin Base*, Junction Box*
*California Title 21 compliant

100 degree beam

14 watts standard (custom wattage available < 14 watts)

50,000 hour rated life

5-Year Warranty

Indoor: Dry locations
Damp locations (optional)

Operating Temperatures: -40°F to 106°F
-40°C to 40°C

White	CCT	CRI	Wattage	Useful Lumen Output	Lumens /Watt	Power Factor
	2700K	88	14	1105	79	95%
	3000K	83	14	1173	84	95%
	3500K	86	14	1238	88	95%
	4000K	84	14	1245	89	94%
	4500K	84	14	1260	90	94%

3500K Wattage	Standard Clear Lens		Deep Frosted Lens	
	Lumen	Efficacy	Lumen	Efficacy
14	1238	88	1134	81
12	1081	88	972	81
10	884	88	810	81
9	798	88	729	81
8	707	88	648	81
6	530	88	486	81



Mounting:
Fits in 5", 8", 8" end 9" recessed IC or non-IC housing

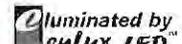
Application:
Commercial & Residential
Recessed Fixtures

Weight: 1 lb

Performance:

The DL1-TC is powered by a MCOB (Multi-Chip-On-Board) light engine. enLux's proprietary thermal management enables the LED emitter to operate at the lowest possible junction temperature which ensures long life and excellent efficacy. A unique Osram Duris E5 LED emitter is employed for the production of the engine.

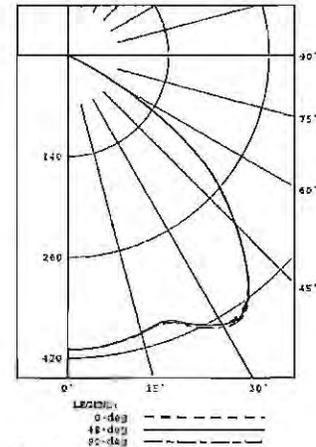
The enLux DL1-TC Down Light aluminum housing is finished in an ultra-durable top coat, safe, cool-to-the-touch, 100% recyclable (no mercury or hazardous materials)**. ** California Title 22 compliant





DL1-TC 14W Down Light Photometrics

0 ft	Illuminances Distribution Ratio					
3 ft				0.027	0.410	1.000
6 ft	0.007	0.030	0.103	0.207	0.250	
9 ft	0.009	0.021	0.040	0.079	0.099	0.111
12 ft	0.015	0.026	0.040	0.052	0.057	0.083
16 ft	0.016	0.024	0.031	0.035	0.037	0.040
15 ft	12 ft	9 ft	6 ft	3 ft	CL	

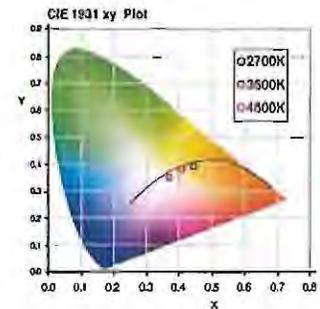


Candle Power Distribution

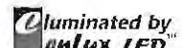
DL1-TC 14W Illuminance at Beam Centerline

CCT	P/N	Total Lume	Throw Distance (feet)				
			3	6	9	12	16
2700K	561XXX	1105	408.0	122.0	54.2	30.5	19.5
3000K	562XXX	1173	433.3	129.6	57.6	32.4	20.7
3500K	563XXX	1236	457.1	136.7	60.7	34.2	21.9
4000K	564XXX	1245	459.7	137.5	61.1	34.4	22.0
4500K	566XXX	1260	465.1	139.1	61.8	34.8	22.3

Unit in Lux 1 lux = 0.0929 footcandle (fc)



Product code	Color CCT	Can Size	Voltage	Trim Type/	Trim Color	
White Light						
5	08 2700K	Ø No Can - Junction Box	2 220V	2 Tapered Cone 6" Can or Hole	WF White (flat paint)	
	10 2600K	Ø 5 7/8" Can E26/E27	4 120V	4 Tapered Cone 8" Can or Hole	BF Black (flat paint)	
	01 2700K	Ø 5 7/8" Can GU24	7 277V	7 Tapered Cone 5" Can or Hole	CA Clear Anodized	
	02 3000K			5 Tapered Cone 9" Can or Hole	BA Black Anodized	
	03 3500K				CR Chrome	
	04 4000K				AC Aged Copper	
	06 4500K				CW Chrome wWhite Trim	
05 5000K				AW Clear Anodized wWhite Trim		
Standard Color						
5	16 Red (630nm)	Ø No Can - Junction Box	2 220V	2 Tapered Cone 6" Can or Hole	WF White (flat paint)	
	17 Amber (589nm)	Ø 5 7/8" Can E26/E27	4 120V	4 Tapered Cone 8" Can or Hole	BF Black (flat paint)	
	18 Green (535nm)	Ø 5 7/8" Can GU24	7 277V	7 Tapered Cone 5" Can or Hole	CA Clear Anodized	
	19 Blue (465nm)			5 Tapered Cone 9" Can or Hole	BA Black Anodized	
				CR Chrome		
				AC Aged Copper		
				CW Chrome wWhite Trim		
				AW Clear Anodized wWhite Trim		
Custom Color						
5	20 415nm	Ø No Can - Junction Box	2 220V	2 Tapered Cone 6" Can or Hole	WF White (flat paint)	
	23 Vita Yellow	Ø 5 7/8" Can E26/E27	4 120V	4 Tapered Cone 8" Can or Hole	BF Black (flat paint)	
	24 2050K	Ø 5 7/8" Can GU24	7 277V	7 Tapered Cone 5" Can or Hole	CA Clear Anodized	
	28 Margaritas Pink			5 Tapered Cone 9" Can or Hole	BA Black Anodized	
	30 Restaurant Pink				CR Chrome	
	31 Pink Magenta				AC Aged Copper	
	34 Deep Purple				CW Chrome wWhite Trim	
	36 Congo Blue				AW Clear Anodized wWhite Trim	
	37 Happy Blue					
Examples						
561642-WF	DL1 Down Light	2700K (Warm)	5 7/8" Can E26/E27	120V	Tapered Cone 6" Can or Hole	White (flat paint) Trim
564024-CR	DL1 Down Light	4000K (Cool)	No Can - Junction Box	220V	Tapered Cone 8" Can or Hole	Chrome Trim
519877-AC	DL1 Down Light	Blue (465nm)	5 7/8" Can GU24	277V	Tapered Cone 5" Can or Hole	Aged Copper Trim



Retro-HTS-9R 60 Watt LED 250W Replacement Retrofit



Mall: PO Box 241, Windham, NH 03087
 Shipping: 2 Industrial Way, Salem, NH 03079
 Phone: 603-898-1144
 Fax: 603-218-6086



The Retro-HTS-9R, 60W LED panel is designed for direct replacement of 175W - 250W units. The Retro-HTS-9R panel comes pre-fit to your existing fixtures, allowing fast and easy changeout.

Our bright LED light engine, by Bare Development, provides substantial power savings, optimal lighting and superior heat management. Each LED in the array has a rated lifespan of 50,000 to 100,000+ hours, depending on location.

Provides 11+ years of maintenance free service (at 12 hours per day) and saves up to 80% in energy consumption.

Features

- 70,000+ hours per DOE testing at 81 lumens per watt
- 5 Yr. Manufacturers registered warranty
- Maintenance Free
- Return on Investment between 18 and 40 months
- Green Product

Environmental

- Contains no Mercury or Lead
- Does not produce UV Rays

Output Specifications

- Cree Inc XP-G XLamp LED
- Number of Lights: 24
- 60 Watts
- CRI 74
- Lumens 5066 at 100%
- Efficacy 81.85 Lm/W
- Chromaticity: White Light 5823k. Other colors are available upon request.
- Junction Temperature <60°C
- IESNA Tested LM79 & LM80
- Operating Range of -30°C TO 70°C
- EMC: Compliant to 47 CFR, Part 2, 15

Electrical Specifications

- 47 to 63 Hertz AC line power voltage from 90 VAC RMS to 277 VAC RMS
- Available to 480 VAC
- Nominal operating efficiency is 85% typical at 230VAC and maximum load
- Driver provides surge protection at 305 VAC
- Power distributed to onboard drivers per six LED lights
- All components are U.L. Listed



Assembly

- Metal Core Board
- One piece aluminum heat sink dissipates heat
- Vibration resistant
- ASTM and NEMA Tested
- Retrofit aluminum mounting panel is laser cut to match the existing fixture requirements, then powder coated in a bright white finish.
- Template for the aluminum panel is typically traced directly from the existing fixture to assure an accurate fit.

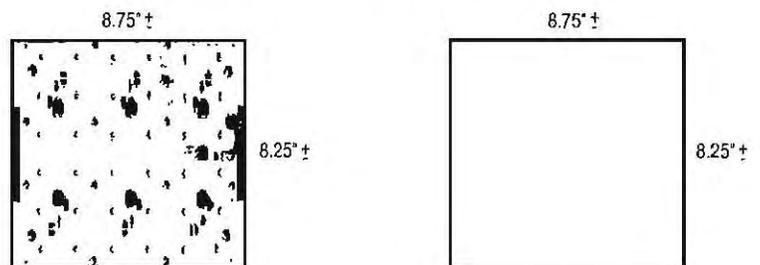
Photometrics

	Center Beam FC	Beam Width	
2.7ft	226.87 fc	10.0ft	9.0ft
5.3ft	56.72 fc	19.9ft	19.7ft
8.0ft	25.21 fc	29.9ft	29.5ft
10.7ft	14.18 fc	39.8ft	39.3ft
13.3ft	9.07 fc	49.8ft	49.1ft
16.0ft	6.30 fc	59.8ft	58.9ft

Vert. Spread: 123.7° Horiz. Spread: 123.0°

Dimensions

Minimum fixture inside requirement is 8.75" x 8.25" x 5.5" deep



Bottom

Top

PROJECT NAME:	
CATALOG NUMBER:	FIXTURE TYPE:
VOLTS/WATTS:	LAMPS/BOARD:



2FT AMAZON PG - 35W LED

PARKING GARAGE

FEATURES

- 2 Foot Enclosure Suitable for Wall or Ceiling Mount
- Special Wide Throw Distribution Reflector System
- Impact Resistant, Linear Ribbed Acrylic Frosted Lens (RAFL) Standard, Linear Ribbed Clear Polycarbonate Lens Optional
- Continuous Poured, Closed Cell Polyurethane Gasket
- Stainless Steel Mounting Brackets for Drill Free Mounting
- Polycarbonate Latches* (Std), Stainless Steel (SS) Optional
- Tamper Proof Screws (TPS) Optional
- 5 Year Warranty
- Fiberglass Body Attributes
 - IP65, IP66 & IP67 (Dust Tight, Low Pressure Water Jets, High Pressure Water Jets, and Immerse 1M)
 - NEMA4 & NSF Rated Components, 5VA Flame Rating
 - UL Listed / Wet Locations, (F1) Rated for Outdoor Use
- DesignLights Consortium® Qualified (2)

REPLACES 150W MH



LED SYSTEM

Board (LG Chips)	2 x 56
Calculated L70 (TM-21)	84,000 hours
Delivered Lumens	3,540 lm
Total Input Watts	36.08 W
Luminaire Efficacy Rating (LER)	98.1 lm/W
Correlated Color Temperature (CCT)	5000 K
Color Rendering Index (CRI)	> 80
Max Ambient Temp	113° F
Universal Driver	120-277 V

LED System data above based on WTPG-35WLED-UNIV-5000K-RAFL

(1) LED Lumen Maintenance Estimates based on TM-21 projections for the light source at 25°C ambient

(2) Specific Configurations Listed on DLC. (3) Max ambient temp applies to standard driver installed.

*Stainless Steel latches are recommended for the following applications: swimming pools due to chlorine, food processing due to cleaning chemicals, car washes due to chemicals used, agriculture due to ammonia

SUITABLE APPLICATIONS

- Parking Garage
- Food Processing and Preparation (SS Latches)
- Pool Areas (SS Latches)
- Car Washes (SS Latches)

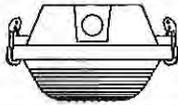


Ordering Guide

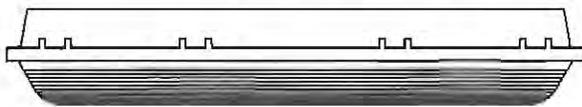
WTPG	35WLED	UNIV	5000K	RAFL
Series	LED	Driver	Color	Options
WTPG 2ft Parking Garage	35WLED 2x56 Board	UNIV 120-277 Driver	4000K 5000K*	<input type="checkbox"/> RCPL Ribbed Clear Polycarbonate Lens <input checked="" type="checkbox"/> RAFL* Ribbed Acrylic Frosted Lens CORDWx Wet Location Strain Relief Cord (x = m) *DLC Listed Config. <input type="checkbox"/> PLUGx Plug (x = Type, eg. L715P) <input type="checkbox"/> SS Stainless Steel Latches <input type="checkbox"/> TPS Tamper Proof Screws <input type="checkbox"/> DIM 0-10V Dimmable Driver <input type="checkbox"/> FIOS On/Off Occupancy Sensor Installed <input type="checkbox"/> FIOSPC On/Off Occupancy Sensor w/ Photocell <input type="checkbox"/> WLOS Wet Location Sensor Installed <input type="checkbox"/> USDC User Selectable Dimming Control <input type="checkbox"/> USBD User Select Bi-level Dim w/ Occ. Sensor <input type="checkbox"/> BDxx Preset Bi-level Dim Sensor (xx = % eg. 20,30) <input type="checkbox"/> BDxxPC Preset Bi-level Dim Sensor w/ Photocell <input type="checkbox"/> DHPC Daylight Harvesting <input type="checkbox"/> PCxxx Photocell (xxx = Voltage)

2FT AMAZON PG - 35W LED

PARKING GARAGE

	WTPG	Length	Width	Depth
Lineal Ribbed Diffuser		27.24"	6.40"	4.25"

Lineal Ribbed Diffuser 2' Length



MOUNTING OPTIONS

- **SS Mounting Brackets** for drill-free surface mounting (2 brackets standard)
- **Fixture Mounting Box (FMB)** - Includes rigid box to attach to the fixture, provides for single point mounting to accept a pendant, hook, or conduit hub (sold separately).



Drill-Free Stainless Steel Mounting Brackets



FMB



HUB 3/4 CONDUIT



HOOK

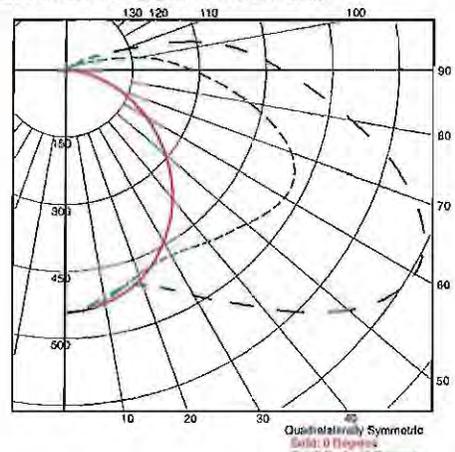
WTPG-35WLED-UNIV

[LAMP/CA]N/A. LUMINAIRE OUTPUT = 3413 LMS
[OTHER]120.0V 0.3020A 35.94W PF= 0.992

SUMMARY DATA

HEMISPHERES TESTED: BOTH
EFFICIENCY (Total): 100.0 %
EFFICIENCY (Downlight): 88.2 %
EFFICIENCY (Uplight): 11.8 %
CIE CLASSIFICATION: SEMI-DIRECT
SPACING CRITERION (0-Deg.): 1.22
SPACING CRITERION (90-Deg.): 2.00
LUMENS/LAMP: 3413.138
LUMINOUS OPENING: RECTANGULAR
Width: 0.50 (Feet)
Length: 2.25
Height: 0.17
INPUT WATTS: 36.1

PLANE AND CONE DIAGRAM



Photometric values based upon tests performed in compliance with LM-79. IES files can be downloaded at www.ilp-inc.com

Industrial Lighting Products

LED lighting facts®

A Program of the U.S. DOE

Light Output (Lumens)	3540
Watts	36.08
Lumens per Watt (Efficacy)	98
Color Accuracy	
Color Rendering Index (CRI)	87
Light Color	
Correlated Color Temperature (CCT) 5203 (Daylight)	
	
2700K	3000K
4500K	6500K
All results are according to IESNA LM-79-2008: Approved Method for the Electrical and Photometric Testing of Solid-State Lighting. The U.S. Department of Energy (DOE) verifies product test data and results.	
Visit www.lightingfacts.com for the Label Reference Guide.	
Registration Number: 60YC-2YSHH2 (4/8/2013)	
Model Number: WTPG-35WLED-UNIV	
Type: Parking garage fixture	



A-Shape LED

11A19/END/2700 DIM 6/1

Philips A-shape Dimmable LED lamps are the smart LED alternative to standard incandescents. The unique lamp design provides omni-directional light with excellent dimming performance.

Product data

• General Characteristics

Cap-Base	E26
Bulb	A19
Rated Avg. Life (Hours)	25000 hr

• Light Technical Characteristics

Color Code	WW
Color Designation	Warm White
Beam Description	- [-]
CRI	81
Color Temp. (Kelvin)	2700 K [CCT 2700K]
Rated Luminous Flux	800 Lm

• Electrical Characteristics

Wattage	11 W
Wattage Technical	11 W
Voltage	120 V
Line Frequency	60 Hz
Power Factor	0.7 -
Lamp Current mA	110 mA
Dimmable	Yes

Wattage Equivalent 60 W

• Measuring Conditions

Switching cycle 50000x

• Product Dimensions

Overall Length C 106.8 mm
Diameter D 31.8 mm

• Product Data

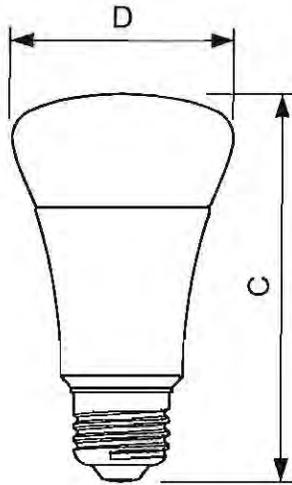
Product number 423491
Full product name 11A19/END/2700 DIM 6/1
Short product name 11A19/END/2700 DIM 6/1
Pieces per Sku 1
eop_pck_cfg 6
Skus/Case 6
Bar code on pack 46677423490
Bar code on case 50046677423495
Logistics code(s) 929000226804
eop_net_weight_pp 0.134 kg



PHILIPS

A-Shape LED

Dimensional drawing



E26

11A19/END/2700 DIM 6/1

Product	C (Norm)	C1 (Max)	D (Norm)	D1 (Norm)
LED 11W E26 2700K 120V A19	106,8	-	31,8	-



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www.philips.com/lighting

2013, October 23
data subject to change

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BR LED with AirFlux Technology

10.5BR30/F90 2700 DIM AF 6/1

Philips BR Dimmable LED Lamps with Air-Flux technology provide a soft, diffused level of light and smooth dimming to reduce glare. The sleek, lightweight design is ideal for downlighting.

Product data

• General Characteristics

Cap-Base	E26
Bulb	BR30
Rated Avg. Life (Hours)	25000 hr

• Light Technical Characteristics

Color Code	WW
Color Designation	Warm White
Beam Angle	90 D
Correlated Color Temperature	2700 K
CRI	81
Luminous Efficacy Lamp	69.52 Lm/W
Color Temp. (Kelvin)	2700 K [CCT 2700K]
Rated Luminous Flux	730 Lm

• Electrical Characteristics

Wattage	10.5 W
Wattage Technical	10.5 W
Voltage	120 V
Line Frequency	60 Hz
Power Factor	0.9 -

Lamp Current mA	93 mA
Dimmable	Yes
Wattage Equivalent	65 W
Starting Time	0.5 (max) s

• Measuring Conditions

Switching cycle	15000X
-----------------	--------

• Product Dimensions

Overall Length C	131 mm
Diameter D	95 mm

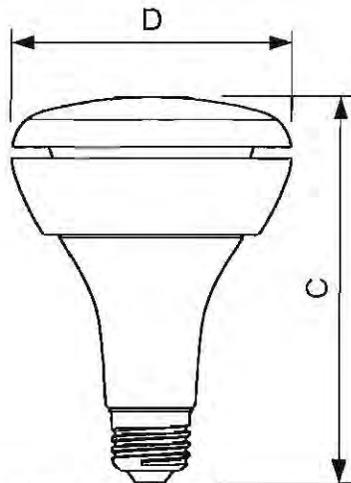
• Product Data

Product number	293878
Full product name	10.5BR30/F90 2700 DIM AF 6/1
Short product name	10.5BR30/F90 2700 DIM AF 6/1
Pieces per Sku	1
eop_pck_cfg	6
Skus/Case	6
Bar code on pack	46677293871
Bar code on case	50046677293876
Logistics code(s)	929000254404
eop_net_weight_pp	0.275 kg



PHILIPS

Dimensional drawing



E26

10.5BR30/F90 2700 DIM AF 6/1



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www.philips.com/lighting

2014, June 26
data subject to change

Philips Dimmable Candle LED Lamps

Ideal for wall sconces, chandeliers and decorative fixtures in retail, hospitality and office spaces

LED



Energy saving elegance with improved lumens and versatility

Philips Dimmable Candle LED Lamps provide smooth dimming and decorative ambience. Their higher lumens provide more light in all directions, giving designers an energy-saving alternative to incandescent sources.

High efficacy LED decorative light

- 25,000-hour rated average life¹ for a 3.5W LED candle
- 3.5W LED candle saves 21.5 watts of energy when compared to a standard 25W incandescent candle[†]
- 4W candle saves 36 watts of energy when compared to a standard 40W incandescent candle[†]
- Smooth dimming to 10% of full light levels^{*}
- Emits virtually no UV/IR light in the beam
- Contains no mercury

Easy to experience

- Lowers maintenance costs by reducing re-lamp frequency
- Installs into existing candelabra and medium base fixtures
- 3-year limited warranty depending upon operating hours^{**}



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Philips Dimmable Candle LED Lamps

Ordering, Electrical and Technical Data (Subject to change without notice)

Product Number	Ordering Code	Nom. Watts	Volts	Description	Lamp Type	Base	Rated Avg. Life (Hrs.) ¹	Approx. Lumens ²	CRI	Color Temp. (Kelvin)	MOL (In.)
Standard Halogen 25W ENERGY STAR[®] Equivalent³											
42778-1	3.5BA11/END/2700-E12 DIM 8/1	3.5	120	3.5W Dimmable Bent Tip LED Candle	BA11	Candelabra	25,000	180	80	2700	4.0
42779-9	3.5B11/END/2700-E12 DIM 8/1	3.5	120	3.5W Dimmable Blunt Tip LED Candle	B11	Candelabra	25,000	180	80	2700	4.0
42780-7	3.5F15/END/2700-E26 DIM 8/1	3.5	120	3.5W Dimmable Flame Tip LED Candle	F15	Medium	25,000	180	80	2700	4.4
42781-5	3.5B12/END/2700-E26 DIM 8/1	3.5	120	3.5W Dimmable Blunt Tip LED Candle	B12	Medium	25,000	180	80	2700	4.1
Standard Halogen 40W ENERGY STAR[®] Equivalent³											
42723-7	4F15/END/2700-E26 DIM 8/1	4	120	4W Dimmable Flame Tip Frosted LED Candle	F15	Medium	25,000	320	91	2700	4.4

Shipping Data (Subject to change without notice)

Product Number	SKU UPC (0-46677)	Outer Bar Code (5-00-46677)	Case Qty.	Case Weight (lbs.)	Case Cube (cu. ft.)	Pallet Qty.	SKUs Per Layer	Layers High	SKU Dimensions (W x D x H) (In.)	Case Dimensions (W x D x H) (In.)	Pallet Dimensions (W x D x H) (In.)
42778-1	42778-8	42778-3	8	0.8	0.06	3840	640	6	1.4 x 1.4 x 4.2	3.4 x 6.5 x 4.7	39.0 x 46.3 x 28.1
42779-9	42779-5	42779-0	8	0.8	0.06	3840	640	6	1.4 x 1.4 x 4.2	3.4 x 6.5 x 4.7	39.0 x 46.3 x 28.1
42780-7	42780-1	42780-6	8	0.8	0.06	3840	640	6	1.4 x 1.4 x 4.2	3.4 x 6.5 x 4.7	39.0 x 46.3 x 28.1
42781-5	42781-8	42781-3	8	0.8	0.06	3840	640	6	1.4 x 1.4 x 4.2	3.4 x 6.5 x 4.7	39.0 x 46.3 x 28.1
42723-7	42723-8	42723-3	8	0.8	0.06	3840	640	6	1.4 x 1.4 x 4.2	3.4 x 6.5 x 4.7	39.0 x 46.3 x 28.1

1) Rated average life based on engineering testing and probability analysis.
 2) Based on photometric testing consistent with IES LM-79.

3) All Philips LED BR equivalencies for light output are based upon the ENERGY STAR[®] Integral LED Lamp Center Beam Intensity Benchmark tool which can be found at: www.energystar.gov/LEDbulbs. LED Light bulbs for Partners, Program Requirements PDF, Pg 11.

Footnotes from front:

1) Rated average life based on engineering testing and probability analysis.
 † Light output from the 3.5W LED candle is 180 lumens compared to 150 lumens for a standard 25W incandescent candle.
 ‡ Light output from the 4W LED candle is 320 lumens compared to 300 lumens for a standard 40W incandescent candle.
 * Dimmable when using leading edge dimmers (see Philips Website: www.philips.com/ledtechguide for compatible leading edge dimmers).
 ** For details see: http://www.usa.lighting.philips.com/connect/tools_literature/warranties.wpd.

Energy Efficiency

Estimated Lighting Costs Using a Standard 25W Incandescent Candle	
Present Wattage	25 W
x Annual Operating Hours	4,000 hrs
	= 100,000 watt-hours
+1,000	= 100 kWh per year
x kWh rate of \$0.11	= \$11.00 per year
x 100 lamps per space	= \$1100 annual energy cost per space
Estimated Lighting Costs Using a Philips 3W LED Candle	
Present Wattage	3.5 W
x Annual Operating Hours	4,000 hrs
	= 14,000 watt-hours
+1,000	= 14 kWh per year
x kWh rate of \$0.11	= \$1.54 per year
x 100 lamps per space	= \$154 annual energy cost per space
Total Estimated Annual Savings	= \$946

0 Based on 100 lamps per space operating at 4,000 hours per year.

This energy saving example shows an application of 100 lamps in a space currently using a 25W incandescent candle, operating 4,000 hours per year at a cost of \$0.11 per kWh.** Your actual savings may vary depending on the energy costs in your geographic location.

Replacing 100 25W incandescent lamps with the Philips 3.5W LED Incandescent candle can provide significant energy cost savings of \$946 per year! Potential savings from the reduction in HVAC costs as a result of using a lower wattage lamp that emits less heat is an additional benefit not included in this example.

WARNINGS AND CAUTIONS

- Suitable for use in damp locations.
- Not for use in totally enclosed luminaires.
- Before replacing, turn off power and let lamp cool to avoid electrical shock or burn.

CAUTION: Risk of electric shock—do not use where directly exposed to water.

NOTES: This device complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) This device must accept any interference received, including interference that may cause undesired operation. This Class B digital apparatus complies with Canadian ICES-003.



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P-6123-F

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Town of Ayer
Board of Selectmen
Ayer Town Hall – 1st Floor Meeting Room
Ayer, MA 01432



Tuesday, February 03, 2015
Meeting Minutes

Broadcast and Recorded by APAC

Present: Christopher R. Hillman, Chair; Jannice L. Livingston, Vice-Chair; Gary J. Luca, Clerk
(*G. Luca left at 7:30 PM*)

Robert A. Pontbriand, Town Administrator
Carly M. Antonellis, Assistant to the Town Administrator

Call to Order: C. Hillman called the meeting to order at 7:08 PM.

Review and Approve Agenda: R. Pontbriand asked that the Purchase and Sales (Item 3 under the Town Administrator's Report) for the Old Central Fire Station be taken up first.

Motion: Motion made by G. Luca and seconded by J. Livingston to approve the amended agenda. **Motion passed 3-0.**

C. Hillman made the following announcements: the winter parking ban is in effect until April 15, 2015; dog licenses are now available in the Town Clerk's Office; 3rd quarter tax bills were due on February 2, 2015 and due to the snow storm, payments will be accepted February 3, 2015 without penalty; the Town Clerk's office will be closed on February 5, 2015 for an offsite training.

Purchase & Sales Agreement - Old Central Fire Station: C. Hillman recused himself from the deliberations of the purchase & sales agreement of the Old Central Fire Station. R. Pontbriand outlined the purchase and sales agreement as drafted by Town Counsel.

Motion: Motion made by G. Luca and seconded by J. Livingston to approve the purchase and sales agreement for the Old Central Fire Station between the Town of Ayer and GS Holdings, LLC as presented by the Town Administrator. **Motion passed 2-0.**

Boston Post Cane Presentation: Susan Copeland, Town Clerk and Chair of the Boston Post Cane Committee presented the Boston Post Cane to Mr. Ernest Blasetti. The Board offered their best wishes and sincerest congratulatory remarks.

G. Luca left meeting due to a prior commitment.

Public Input: None

C. Hillman and J. Livingston commended the Ayer DPW for their great job in plowing the many inches of snow on the ground.

Mr. David Maher – Office of Economic & Community Development: D. Maher asked for consideration of three items pertaining to the FY '2015 Community Development Block Grant (CDBG) application: 1) To approve the submittal of the FY '2015 CDBG grant. 2) To approve the Ayer Housing

Rehabilitation Program Guidelines. 3) To authorize the Chairman, or an alternate, to sign all documents related to the submission of the FY'2015.

Motion: Motion made by J. Livingston and seconded by C. Hillman to approve the FY'15 Community Development Block Grant submittal. **Motion passed 2-0.**

Motion: Motion made by J. Livingston and seconded by C. Hillman to approve the Ayer Housing Rehabilitation Guidelines. **Motion passed 2-0.**

Motion: Motion made by J. Livingston and seconded by C. Hillman to authorize Town Administrator Robert A. Pontbriand to sign all documents related to the FY' 15 Community Development Block Grant submission. **Motion passed 2-0.**

Opening of the 2015 Annual Town Meeting Warrant:

Motion: Motion made by C. Hillman and seconded by J. Livingston to open the 2015 Annual Town Meeting Warrant. **Motion passed 2-0.**

Town Administrator's Report: R. Pontbriand gave an administrative update on the following matters: FY'16 budget process, FY '16 capital planning budget; the Personnel Board's Non-Union compensation study; and announced the storm water utility rate public hearing will take place on Tuesday February 24, 2015 at 7:00 PM at Ayer Town Hall.

R. Pontbriand presented the Community Preservation Act Grant Agreement between the Town of Ayer and Habitat for Humanity for up to \$100,000 as approved by the Town Meeting on October 2014.

Motion: Motion made by J. Livingston and seconded by C. Hillman to approve the Community Preservation Grant Agreement between the Town of Ayer and Habitat for Humanity. **Motion passed 2-0.**

New Business/Selectmen's Questions: C. Hillman stated that he would like updates on the following matters: Town Hall windows, GPS pilot program with the DPW, grant writer position, and a clerical position in the building department.

Approval of Meeting Minutes:

Motion: A motion was made by J. Livingston and seconded by C. Hillman to approve the meeting minutes of January 20, 2015. **Motion passed 2-0.**

Adjournment:

Motion: A motion was made by C. Hillman and seconded by J. Livingston to adjourn at 8:19 PM. **Motion passed 2-0.**

Minutes Recorded and Submitted by Carly M. Antonellis

Minutes Approved by BOS: _____

Gary J. Luca, Clerk: _____