



ZONING BOARD OF APPEALS APPLICATION

The undersigned presents the following application for:

(Check all that Apply)

- Variance Appeal from Zoning Officer Extension of Time Permit / Modification of Plan of Development Request for Re-hearing Change of Condition(s) of Approval; pursuant to the Zoning Regulations of the City of Bridgeport and/or the General Statutes of the State of Connecticut as to the premises located at:

9, 25 & 35 Island Brook Avenue Zone Industrial/I-L
(Number) (Street) (Zone Classification)

On the South side of the street about _____ feet _____ from
(North, South, East, West) (North, South, East, West)

Block : _____ Lot: _____
 Dimension of Lot in Question 9, 25, and 35 Island Brook Avenue, as shown on site plan at A8.
(Specify)

1. NAME OF APPLICANT / BUSINESS Architectural Stone Group, LLC & Architectural Stone Wholesalers, LLC
(Print)
2. APPLICANT INTEREST IN PROPERTY (OWNER, LESSEE, ETC.) Lessee
3. HAS A PREVIOUS APPLICATION BEEN FILED? Yes IF SO, GIVE DATE OF HEARING 9/28/2021
(Yes or No)
4. DESCRIBE PROPOSED DEVELOPMENT No development - application was to confirm pre-existing nonconforming use.

5. THIS APPLICATION RELATES TO: Check all that Apply
- Setback Coverage Landscaping Lot Area and Width Floor Area Height Parking
 - Extension or Enlargement of Non-Conforming Use and/or Building Coastal Area Management Approval Liquor Use Other: Confirmation of pre-existing nonconforming use.

6. USE TO BE MADE OF PROPERTY Stone and masonry supply including outdoor storage.

7. WHAT IS THE SPECIFIC HARDSHIP FOR GRANTING A VARIANCE (14-7-4)? _____

This is not a request for a variance. It is an appeal from the decision of the Zoning Enforcement Officer refusing to issue a Zoning Certificate of Compliance.

APPLICANT Patricia C. Sullivan DATE 3/18/22
(Signature) (203) 414-6455 (Print)

If signed by agent, state capacity (lawyer, builder, etc) ATTORNEY psullivan@cohenandwolf.com
(Email)

Mailing Address Patricia C. Sullivan, Cohen & Wolf, P.C., 1115 Broad Street, Bridgeport, CT 06604

PROPERTY OWNERS ENDORSEMENT: Charles A. Wade Print Charles G. Wade II
(Signature) (Zip Code) (Phone #)

Subscribe & Sworn to before me this 17 day of MARCH 2022
 _____ Notary Public in & for the County of Fairfield, State of Connecticut.

Note: READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All questions must be answered in detail (use separate sheet if necessary).
 The Applicant, or Agent for, must adhere to the attached check list or it will not be possible for
 the Zoning Board of Appeals to process this application.
NO APPLICATION RECEIVED BY MAIL CAN BE ACCEPTED.
PLEASE MAKE CHECK PAYABLE TO ZONING BOARD OF APPEALS
(REFER TO ZONING DEPARTMENT AS TO FEES 203-576-7217)

FEE RECEIVED: _____ DATE: _____, 20____ Clerk _____



ZONING BOARD OF APPEALS APPLICATION CHECKLIST

Required Information

- All items must be submitted in sets of (11) Eleven
- N/A All plans & drawings must be full size (24"x36"), drawn to scale and in a PROFESSIONAL manner and must include a title block noting the name, address & telephone number of preparer.
- N/A Site Development Plan prepared in accordance with Sec. 14-2-3b of the Bridgeport Zoning Regulations. Include the Zone Development Standards table indicating both required as well as the proposed Standards.
- N/A Elevation views of a proposed new structure or elevation views of an existing building where an addition or change is proposed.
- N/A Floor plan of building(s) or section of building(s) being considered by the Board.
(All sets **FOLDED DOWN** to 8" x 12")
- N/A A Design Standard submission for new developments.
- N/A A written statement citing the specific provision(s) of the Regulations from which the variance is sought.
- A list of the names & addresses of all property owners within 100 ft of all property lines of the subject property. The Tax Assessor's Office (Room 105) can assist with this information or visit the COB website: <http://gis.cdm.com/BridgeportCT/map.htm>
- All applications must include the following:
 - a) Mailing address & zip code of applicant or authorized agent.
 - b) Daytime telephone number of applicant or authorized agent.
 - c) Signature of owner(s) & applicant(s)
 - d) Filing fee - cash, check or money order payable to the ZONING BOARD OF APPEALS or BPT. ZBA.
- All items submitted must be saved and properly installed on a USB flash drive.**
The information on the USB flash drive must include the application, site plans, and all other hard copy information (landscaping, floor elevations, etc) that will be submitted. It also **must be labelled** with the property address and the date of hearing. **All plans and paper work that is submitted to the zoning office must be FOLDED (8"x12" or smaller) and Collated into 11 separate packets.**

Notes:

1. Applications that do not provide ALL of the above required information will be considered "incomplete" and will be not be accepted. Applications will be limited to the first 10 submitted, regardless of the submission deadline.
2. No application will be assigned for a public hearing until such time as the City Engineering Department has reviewed and submitted comments to the Zoning Office.
3. A Use Variance approval by the Z.B.A. requires a Site Plan Review by the Planning & Zoning Commission as set forth in Section 14-2-2. This approval may be in addition to other requirements of the Zoning Regulations. All required approvals must be obtained prior to the use and/or development of any parcel granted a Variance.
4. Proposed signs are not accepted as part of any petition. Signage is regulated under Sec. 11-7 of the Zoning Regulations.



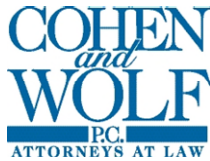
 Applicant's Signature

3/18/2022

_____ Date

_____ Reviewers Initials

_____ Date



PATRICIA C. SULLIVAN

Please Reply To Bridgeport
Writer's Direct Dial: (203) 337-4124
E-Mail: psullivan@cohenandwolf.com

March 18, 2022

VIA HAND-DELIVERY

Dennis Buckley
Bridgeport Zoning Department
45 Lyon Terrace #210
Bridgeport, CT 06604
E-Mail: zoning@bridgeportct.gov

Re: Appeal to Zoning Board of Appeals: Architectural Stone Group, LLC, Application for Zoning Certificate of Compliance

On February 10, 2022, Architectural Stone Group, LLC (“Applicant”) submitted an application for Certificate of Zoning Compliance (the “Application”) to the Bridgeport Zoning Department. See Application, attached hereto as Appendix 3. On February 16, 2022, the Zoning Administrator rendered a decision in which he stated that the Application was “incomplete, because the subject property had not received all required approvals and the proposed use does not conform to the Zoning Regulations.” See Zoning Administrator Decision, attached hereto as Appendix 1.

The Applicant now appeals the Zoning Administrator’s decision that the Application for a Certificate of Zoning Compliance was incomplete, which is tantamount to a denial of the Application. The Zoning Board of Appeals should overrule the Zoning Administrator and grant the Application because, as more fully set forth in the Application, the

1115 Broad Street
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Tel: (203) 368-0211

158 Deer Hill Avenue
Danbury, CT 06810
Tel: (203) 792-2771

320 Post Road West
Westport, CT 06880
Tel: (203) 222-1034

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Applicant is in compliance with the Bridgeport Zoning Regulations because its use of the properties is a pre-existing, nonconforming use.

**THE APPLICANT,
ARCHITECTURAL STONE
GROUP, LLC**

By: Patricia C. Sullivan

Patricia C. Sullivan, Esq.
Wilson T. Carroll, Esq.
COHEN AND WOLF, P.C.
1115 Broad Street
Bridgeport, CT 06604
Tel: (203) 337-4124
Fax: (203) 337-5524
psullivan@cohenandwolf.com
wcarroll@cohenandwolf.com
Juris No. 010032

A1

Carroll, Wilson T.

From: Buckley, Dennis <Dennis.Buckley@Bridgeportct.gov>
Sent: Friday, February 11, 2022 12:13 PM
To: Carroll, Wilson T.
Cc: Liskov, Russell; Coleman, William
Subject: RE: Architectural Stone Group, LLC and Architectural Stone Wholesalers, LLC Application for Certificate of Zoning Compliance

Attorney Wilson,

I am in receipt of your Compliance Application with regard to 9,25, & 35 Island Brook Ave. Since this property is the subject of ongoing litigation, I will have to consult with the City Attorney as how to proceed.

Dennis Buckley
Zoning Administrator
City of Bridgeport, Ct

From: Carroll, Wilson T. <WCarroll@cohenandwolf.com>
Sent: Thursday, February 10, 2022 4:13 PM
To: Zoning <Zoning@bridgeportct.gov>
Cc: Building <Building@bridgeportct.gov>; Sampieri, Nicholas <Nicholas.Sampieri@Bridgeportct.gov>; Buckley, Dennis <Dennis.Buckley@Bridgeportct.gov>; Boucher, Paul <Paul.Boucher@Bridgeportct.gov>; Sullivan, Patricia C. <PSullivan@cohenandwolf.com>; Poland, Lisa <LPoland@cohenandwolf.com>
Subject: Architectural Stone Group, LLC and Architectural Stone Wholesalers, LLC Application for Certificate of Zoning Compliance

Good afternoon,

Please find attached at the link below an Application for Certificate of Zoning Compliance submitted on behalf of Architectural Stone Group, LLC and Architectural Stone Wholesalers, LLC. The Application PDF is too large to be sent over email, so I have utilized Cohen & Wolf's file sharing system. Accessing the link below will allow you to view and download the PDF without any login or password. Please let me know if you have difficulty accessing, viewing, or downloading the PDF.

<https://cohenandwolfpc.sharefile.com/d-se76741caa2b74353b9b54e1ee3588704>

Best,

Wilson Carroll

Wilson Carroll | Attorney | Cohen and Wolf, P.C.
1115 Broad Street | Bridgeport, CT 06604 | P: 203.368.0211 | F: 203.337.5513
Pronouns: he/him
wcarroll@cohenandwolf.com | www.cohenandwolf.com

Carroll, Wilson T.

From: Buckley, Dennis <Dennis.Buckley@Bridgeportct.gov>
Sent: Wednesday, February 16, 2022 4:34 PM
To: Carroll, Wilson T.
Cc: Liskov, Russell
Subject: RE: Architectural Stone Group, LLC and Architectural Stone Wholesalers, LLC Application for Certificate of Zoning Compliance

Attorney Wilson,

As you know I am required by statute to respond to you regarding your application for Zoning Compliance within a 15 day period. In my estimation this application is incomplete, because the subject property had not received all required approvals and the proposed use does not conform to the Zoning Regulations. Since there is an application pending before the Board of Appeals, I have to wait until they have made a decision before I can take any further action on this activity at this address.

Cordially,

Dennis Buckley
Zoning Administrator
City of Bridgeport, Ct

From: Carroll, Wilson T. <WCarroll@cohenandwolf.com>
Sent: Thursday, February 10, 2022 4:13 PM
To: Zoning <Zoning@bridgeportct.gov>
Cc: Building <Building@bridgeportct.gov>; Sampieri, Nicholas <Nicholas.Sampieri@Bridgeportct.gov>; Buckley, Dennis <Dennis.Buckley@Bridgeportct.gov>; Boucher, Paul <Paul.Boucher@Bridgeportct.gov>; Sullivan, Patricia C. <PSullivan@cohenandwolf.com>; Poland, Lisa <LPoland@cohenandwolf.com>
Subject: Architectural Stone Group, LLC and Architectural Stone Wholesalers, LLC Application for Certificate of Zoning Compliance

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<https://cohenandwolfpc.sharefile.com/d-se76741caa2b74353b9b54e1ee3588704>

Best,

Wilson Carroll

Wilson Carroll | Attorney | Cohen and Wolf, P.C.

Carroll, Wilson T.

From: Buckley, Dennis <Dennis.Buckley@Bridgeportct.gov>
Sent: Friday, February 25, 2022 12:04 PM
To: Carroll, Wilson T.
Cc: Liskov, Russell
Subject: RE: Architectural Stone Application Payment

Atty. Carroll,

Good morning.

Since your application is tied up in litigation, which I am sure you know, we were instructed not to take any action with regard to this application. I am sure you know as well. Perhaps you should do you attorney type moves on Russell Liskov as he is the City Attorney dealing with this issue.

Cordially,

Dennis Buckley
Zoning Administrator
City of Bridgeport, Ct

From: Carroll, Wilson T. <WCarroll@cohenandwolf.com>
Sent: Thursday, February 24, 2022 4:58 PM
To: Zoning <Zoning@bridgeportct.gov>; Buckley, Dennis <Dennis.Buckley@Bridgeportct.gov>
Cc: Sullivan, Patricia C. <PSullivan@cohenandwolf.com>; Pires, Philip C. <ppires@cohenandwolf.com>
Subject: Architectural Stone Application Payment

Good afternoon,

This email is to confirm that on February 24, 2022, counsel for Architectural Stone Group, LLC and Architectural Stone Wholesalers, LLC appeared in person at Bridgeport City Hall in an attempt to pay the filing fee associated with its application for certificate of zoning compliance filed on February 9, 2022, for property located at 9, 25 & 35 Island Brook Avenue, Bridgeport, CT. The Zoning Department refused to accept payment.

Architectural Stone Group, LLC and Architectural Stone Wholesalers, LLC are ready and willing to tender payment.

Very truly yours,

Wilson Carroll

[Wilson Carroll](#) | [Attorney](#) | [Cohen and Wolf, P.C.](#)

1115 Broad Street | Bridgeport, CT 06604 | P: 203.368.0211 | F: 203.337.5513

Pronouns: he/him

wcarroll@cohenandwolf.com | www.cohenandwolf.com

This message is being sent by or on behalf of a lawyer. It is intended for the exclusive use of the individual or entity that is the named addressee and may contain information that is privileged or confidential or otherwise legally exempt from disclosure. If you are not the named addressee or an employee or agent responsible for delivering this message to the named addressee, you are not authorized to read, print, retain, copy or disseminate this message or any part of it. If you have

A2

PROPERTY OWNERS WITHIN 100' OF 9, 25 AND 35 ISLAND BROOK AVENUE

PROPERTY ADDRESS	OWNER'S NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE
3 ISLAND BROOK AV #7	3-7 ISLAND BROOK LLC	136 MEADOWVIEW DR	TRUMBULL	CT	06611
35 ISLAND BROOK AV #REAR	MLW INC	18 ROSEMARY DR	BRIDGEPORT	CT	06606
35 ISLAND BROOK AV	MLW INC	18 ROSEMARY DR	BRIDGEPORT	CT	06606
10 ISLAND BROOK AV	10 ISLAND BROOK LLC	89-50 127TH ST	RICHMOND HILLS	NY	11418
18 ISLAND BROOK AV	MLW INC	18 ISLAND BROOK AVE	BRIDGEPORT	CT	06606
9 ISLAND BROOK AV	MLW INC	18 ROSEMARY DR	BRIDGEPORT	CT	06606
25 ISLAND BROOK AV	MLW INC	18 ROSEMARY DR	BRIDGEPORT	CT	06606
30 ISLAND BROOK AV	30 MLW LLC	30 ISLAND BROOK AVE	BRIDGEPORT	CT	06605
34 ISLAND BROOK AV	30 MLW LLC	30 ISLAND BROOK AVE	BRIDGEPORT	CT	06605
45 ISLAND BROOK AV	MLW INC	18 ROSEMARY DR	BRIDGEPORT	CT	06606
44 ISLAND BROOK AV	MLW INC	25 ISLAND BROOK AVE	BRIDGEPORT	CT	06606
52 ISLAND BROOK AV #54	MLW INC	52 ISLAND BROOK AV 54	BRIDGEPORT	CT	06604
61 ISLAND BROOK AV	MLW INC	18 ROSEMARY DR	BRIDGEPORT	CT	06606
89 ISLAND BROOK AV	LCJA LLC	100 WALNUT AVE	SHELTON	CT	06484
236 EVERGREEN STREET	CITY OF BRIDGEPORT	45 LYON TERRACE	BRIDGEPORT	CT	06604
101 ISLAND BROOK REAR AV	MOTA JOSEPH	100 WALNUT AVE	SHELTON	CT	06484

A3

NO. _____



APPLICATION FOR CERTIFICATE OF ZONING COMPLIANCE
ZONING DEPARTMENT
City of Bridgeport, CT

Applicant: Architectural Stone Group, LLC & Architectural Stone Wholesalers, LLC Date: February 9 2022

Address of Work: 9, 25, and 35 Island Brook Avenue, Bridgeport, CT 06606 Zone: Industrial/I-L

On the South side of the street about _____ feet _____
North, South, East, West North, South, East, West

from _____ Street Block No. _____ Lot No. _____

CAM Area: Yes / No Wetlands: Yes / No Historical: Yes / No

Dimensions of Lot: 9, 25, and 35 Island Brook Avenue, as shown on site plan at A8.

Size of Proposed Addition or Building: _____ No. of Stories: _____

Other Work: _____

Proposed Use: _____

Existing Use: Stone and masonry supply including outdoor storage.

Previous Use and Date Discontinued: Present use since at least 1998 Is Pre-Existing Right Claimed: Yes
Yes-No

Signature: [Signature] Print Name: Patricia C. Sullivan, Esq.

If signed by agent, state title (attorney, builder, etc..) Attorney

Mailing Address: Patricia C. Sullivan, Cohen & Wolf, P.C., 1115 Broad Street, Bridgeport, CT 06604 Phone No.: 203-368-0211

INSTRUCTIONS

Fill Out This Application In Ink or Type

A detailed plot plan must be submitted with this application showing the proposed or existing lot and building dimensions and the location of all buildings in relation to the street line, side lot lines and rear lot line. NOTE: The occupancy and use of land, buildings and structures prior to the issuance of a Certificate of Zoning Compliance is prohibited. This is not the said certificate. Fees, payable at the time of making application, are not refundable and are in an amount established by the City Council.

*As of January 1, 2010 Per Section 14-1-10 of the City's Zoning Regulations, an "As-Built Survey" is required for new building construction or with changes to an existing footprint in order to receive a Certificate of Zoning Compliance.

EXPIRATION: *The Application for Certificate of Zoning Compliance approval shall expire 12 months from the date of approval unless a building permit has been issued and construction has commenced and is being diligently pursued.*

Fee Received: _____ Date: _____ 20 _____ By: _____

Plan and Application	C.A.M Approval	Final Inspection
-----------------------------	-----------------------	-------------------------

*Pursuant to CGS-8-3f, the applicant may provide notice of this "Application for Certificate of Zoning Compliance" in the newspaper having substantial circulation serving the municipality of Bridgeport.
Rev. 6/11/13*



PATRICIA C. SULLIVAN

Please Reply To Bridgeport
Writer's Direct Dial: (203) 337-4124
E-Mail: psullivan@cohenandwolf.com

February 9, 2022

VIA E-MAIL

Bridgeport Zoning Department
45 Lyon Terrace #210
Bridgeport, CT 06604
E-Mail: zoning@bridgeportct.gov

Re: Agency Authorization Agreement for Cohen & Wolf, P.C.

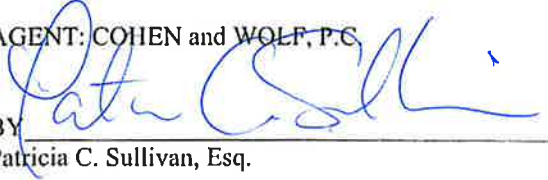
Architectural Stone Group, LLC and Architectural Stone Wholesalers, LLC hereby authorize Cohen & Wolf, P.C., including but not limited to attorneys Patricia C. Sullivan, Philip C. Pires, and Wilson T. Carroll, to act as their agent and representative for the purposes of their Application for Zoning Certificate of Compliance dated February 9, 2022.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year above written.

ARCHITECTURAL STONE GROUP, LLC & ARCHITECTURAL
STONE WHOLESALERS, LLC

BY 
Thomas Astram
Their Member

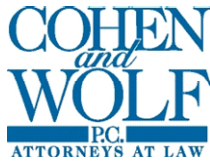
AGENT: COHEN and WOLF, P.C.

BY 
Patricia C. Sullivan, Esq.

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PO Box 1821
Bridgeport, CT 06601-1821
Tel: (203) 368-0211

158 Deer Hill Avenue
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320 Post Road West
Westport, CT 06880
Tel: (203) 222-1034



PATRICIA C. SULLIVAN

Please Reply To Bridgeport
Writer's Direct Dial: (203) 337-4124
E-Mail: psullivan@cohenandwolf.com

February 9, 2022

VIA E-MAIL

Dennis Buckley
Bridgeport Zoning Department
45 Lyon Terrace #210
Bridgeport, CT 06604
E-Mail: zoning@bridgeportct.gov

**Re: Architectural Stone Group, LLC and Architectural Stone Wholesalers, LLC,
Application for Zoning Certificate of Compliance**

Dear Mr. Buckley,

Architectural Stone Group, LLC and Architectural Stone Wholesalers, LLC
("Architectural Stone" or "Applicant") submit this letter in support of their Application for Certificate of Zoning Compliance ("the Application") for property they lease located at 9, 25, and 35 Island Brook Avenue, Bridgeport, Connecticut (the "Property."). This Application is filed to confirm that the existing use of the Property as a stone and masonry supply business, which includes outdoor storage, is a continuation of its previous use, which has been in existence since at least 1998. Pre-existing uses, even if they are or become non-conforming, are entitled to continue.

The Property is located in an I-L zone under the 2010 Regulations and in an industrial zone under the current Regulations. Outdoor storage is a permitted use in

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Tel: (203) 222-1034

Page 2

those zones. A change in the 2010 Bridgeport Zoning Regulations, however prohibited outdoor storage in a Coastal Area Zone. The City of Bridgeport has taken the position that the Property's proximity to Island Brook places the Property within a Coastal Area Zone as defined by the Coastal Management Act, General Statutes § 22a-94 et seq. (the "Act"). The Act was enacted in 1972, but it was not until 2010 that the Bridgeport Zoning Regulations prohibited outdoor storage within a Coastal Area Zone. That narrow Coastal Area Zone prohibition is not included in the current version of the Bridgeport Zoning Regulations effective January 1, 2022.

Because there has been no change in the use of the Property since 1998, the Applicant is entitled to continue the use as a pre-existing, if nonconforming, use regardless of the provisions of the current or earlier editions of the Bridgeport Zoning Regulations.

"[T]he rule concerning the continuance of a nonconforming use protects the right of a user to continue the same use of the property as it existed before the date of the adoption of the zoning regulations." (Citations omitted; internal quotation marks omitted.) *Helbig v. Zoning Commission*, 185 Conn. 294, 306 (1981). "Where a nonconformity exists, it is a vested right which adheres to the land itself. And the right is not forfeited by a purchaser who takes with knowledge of the regulations which are inconsistent with the existing use." (Internal quotation marks omitted.) *Taylor v. Zoning Board of Appeals*, 65 Conn. App. 687, 694 (2001).

"Once a nonconforming use is established, the only way it can be lost is through abandonment Abandonment is a question of fact which implies a voluntary and intentional renunciation. . . . To establish abandonment, the intention on the part of the owner must be to relinquish *permanently* the nonconforming use Abandonment must be evidenced by overt acts or failure to act sufficient to constitute proof of that intent. . . . A use . . . is not discontinued

Page 3

. . . by a mere temporary suspension for a reasonable time, for reasons beyond the owner's control, where there exists a manifested intention on the part of the owner to resume the nonconforming use as soon as a tenant can be obtained." (Citations omitted; emphasis in original; internal quotation marks omitted.) *Urban Girls, Inc. v. Zoning Bd. of Appeals of Bridgeport*, Superior Court, Judicial District of Fairfield at Bridgeport, Docket No. CV10-6014593-S, 2012 WL 1139050, at *3–4 (Mar. 13, 2012, *Owens, J.*).

From at least 1998 through 2016, Ferguson Pipe¹ was operating a business at the Property that included outdoor storage and sale of pipe and other materials. See Affidavit of Thomas Atram, A1 at ¶¶4, 6. That fact is substantiated by numerous documents appended to this Application, including a Ferguson Pipe inter-office memorandum and fax confirmation sheet dated August 3, 1998 (A2); Ferguson Pipe inter-office transfer sheets from 1998 (A11, 12); a receipt dated December 2, 2000 (A3); Ferguson Pipe inventory sheets from 2001 (A13, 14, 15); Ferguson Pipe bills of lading, invoices, and packing slips from 2005 (A16–21); and photographs of Ferguson Pipe's outdoor storage of pipes and related materials in 2015 (A4).

The Ferguson Pipe documents demonstrate that its use of the Property was intensive, and that vast amounts of inventory were stored outside. For example: the interoffice memorandum (A2) confirms that Ferguson Pipe's use of the Property included forklift operation, loading and unloading of large trucks, and outdoor telephones necessary for outdoor workers to communicate with workers in the office building. The Ferguson Pipe inter-office transfer sheets (A11, 12) show three exemplars each, out of over sixty total transfer sheets produced within two-week periods. Each individual transfer sheet represents a heavy truck driving from Ferguson/EPPCO's

¹ Ferguson Pipe is also referred to as "Ferguson Enterprises," "Ferguson Waterworks," "EPPCO," and "Ferguson/EPPCO."

Page 4

Newington or Groton locations to 9 Island Brook Avenue in Bridgeport. Ferguson Pipe's inventory sheets (A13, 14, 15) show that it stored between \$250,000 and \$313,000 of pipe and pipe-related materials every month in August, September, and October of 2001.

The packing slips, bills of lading, and invoices demonstrate the quantity and weight of Ferguson Pipe's inventory. As examples: packing slips between June 6 and June 15, 2005 (A17) show a total of 3,663 pounds of inventory received. July, 2005 documents (A18) show Ferguson Pipe's receipt of 10,357 pounds of inventory. A bill of lading dated July 20, 2005 (A20) shows receipt of 20,155 pounds of piping. Notably, 14,726 pounds of that piping was six inches in diameter and thirteen feet long, totaling over 6,000 feet of pipe. That quantity of pipe would have necessitated outdoor storage. See A20. See also A22 (18,712 pounds received) and A21 (41,164 pounds received). Photographs from 2015 (A4) show that Ferguson Pipe continued to stockpile pipes and pipe related material outside as of 2015.

In 2016, following Ferguson Pipe's occupancy, Architectural Stone leased the Property and began conducting business. A1 at ¶¶3, 4.

“In deciding whether [an] activity is within the scope of a nonconforming use consideration should be given to three factors: (1) the extent to which the current use reflects the nature and purpose of the original use, (2) any differences in the character, nature and kind of use involved, and (3) any substantial difference in effect upon the neighborhood resulting from the differences in the activities conducted on the property.” *Zachs v. Zoning Board of Appeals*, 218 Conn. 324, 332 (1991).

With respect to the first and second factors, the current use of the Property as a stone and masonry supply business, which includes outdoor storage, is consistent with the nature and

Page 5

purpose of the prior Ferguson Pipe use. The character, nature, and kind of the use involved is legally identical. Ferguson Pipe sold *pipe* and stored it outside, and Architectural Stone sells *stone* and stores it outside. There is no substantial difference in the character, nature, or kind of use involved. For the purposes of any Coastal Management regulation regarding outdoor storage under the regulations in effect when Architectural Stone first leased the property, there is no legal distinction between those uses.

With respect to the third factor, there is no substantial difference in effect upon the neighborhood resulting from the differences in the activities conducted on the property. The neighborhood in which the Property is located is replete with outdoor storage uses that are similar to or more intense than Architectural Stone's use. See photographs of the Bridgeport Enterprise Zone at A5. Such uses include outdoor stockpiling of stone, bricks, and concrete blocks, pallets and packing/shipping material, used junk furniture, and used appliances.

The Property has been used continuously for outdoor storage since at least 1998, long before any regulation regarding outdoor storage in Coastal Area Zones was enacted. Outdoor storage at the Property is therefore a "vested right which adheres to the land itself." *Taylor v. Zoning Board of Appeals*, 65 Conn. App. at 694. When Architectural Stone leased the Property in 2016, it continued the preexisting outdoor storage use without change. Accordingly, no further site plan review was or is required, and the Applicant's Application for Certificate of Zoning Compliance should be granted.

**THE APPLICANT,
ARCHITECTURAL STONE
GROUP, LLC & ARCHITECTURAL
STONE WHOLESALERS, LLC**

By: Patricia C. Sullivan

Patricia C. Sullivan, Esq.
Wilson T. Carroll, Esq.
COHEN AND WOLF, P.C.
1115 Broad Street
Bridgeport, CT 06604
Tel: (203) 337-4124
Fax: (203) 337-5524
psullivan@cohenandwolf.com
wcarroll@cohenandwolf.com
Juris No. 010032

ARCHITECTURAL STONE GROUP, LLC : **BRIDGEPORT ZONING**
and ARCHITECTURAL STONE : **DEPARTMENT**
WHOLESALERS, LLC :
:
APPLICATION FOR ZONING :
CERTIFICATE OF COMPLIANCE : **FEBRUARY 9, 2022**

CONTENTS OF APPENDIX TO APPLICATION FOR ZONING CERTIFICATE OF COMPLIANCE

In support of its Application for Zoning Certificate of Compliance, Architectural Stone Group, LLC and Architectural Stone Wholesalers, LLC attach the following documents.

#	Document	Date	Page Number
1	Affidavit of Thomas Astram		10
2	Ferguson Interoffice Memo and Fax Confirmation	1998	13
3	Ferguson Receipt	2000	17
4	Ferguson Photographs	2015	19
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A1

ARCHITECTURAL STONE	:	ZONING DEPARTMENT
GROUP, LLC & ARCHITECTURAL	:	OF THE CITY OF
STONE WHOLESALERS, LLC	:	BRIDGEPORT
	:	
APPLICATION FOR ZONING	:	
CERTIFICATE OF COMPLIANCE	:	FEBRUARY 9, 2022

**AFFIDAVIT OF THOMAS ASTRAM
IN SUPPORT OF APPLICATION FOR CERTIFICATE OF ZONING COMPLIANCE**

The undersigned, having been duly sworn, hereby deposes and states:

1. I am a member of the Applicant, Architectural Stone Group, LLC and Architectural Stone Wholesalers, LLC (“Architectural Stone” or “Applicant”), I am of legal age, and I understand the obligation of an oath.
2. The Applicant is two Connecticut limited liability companies with an address at 9, 25, and 35 Island Brook Avenue in Bridgeport, Connecticut (the “Property”).
3. The Applicant has conducted business at the Property continuously since September 1, 2016.
4. In 2016, prior to the Applicant’s occupancy of the Property, the Property was used by Ferguson Pipe for outdoor storage and sale of pipe and other materials.
5. Ferguson Pipe is also known as “Ferguson Enterprises,” “Ferguson Waterworks,” “EPPCO,” and “Ferguson/EPPCO.”
6. In the attic of a building on the Property, there are boxes full of documents confirming Ferguson Pipe’s continuous operation since at least 1998.
7. An interoffice memorandum from Ferguson Pipe dated August 3, 1998, which is identified as Exhibit 2 to this Application, shows that the Ferguson Pipe’s use of the Property included fork lift operation, large trucks, loading and unloading of trucks, and use of telephones stationed outdoors.

8. Extensive documentation, identified in this Application as Exhibits 11 through 22, confirms that Ferguson Pipe kept tens of thousands of pounds of inventory at the Property during its occupancy.

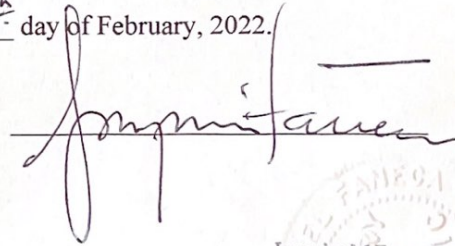
9. The Property is paved in certain areas around the office building, but the storage areas are unpaved. Those areas have always been unpaved to my knowledge.

The foregoing is true to the best of my knowledge and belief.



Thomas Astram

Subscribed and sworn to before me this 9th day of February, 2022.



Joaquim M Fareca
Notary Public
Commission Exp Nov 30, 2025

A2

AUGUST 3, 1998

TO: DAVE TELMAN

FROM: ED MICHALEK

RE: BRIDGEPORT BRANCH

DESPITE THE WEEK I HAD I HEARD NOTHING BUT GOOD THINGS ABOUT YOU AND YOUR OPERATION FROM MANY CUSTOMERS. ED AND GEORGE SEEM TO BE GOOD WORKERS THAT SHOULD ONLY GET BETTER IN TIME, TAKE CARE OF THEM AND THEY WILL TAKE CARE OF YOU.

A FEW NOTES TO FOLLOW-UP ON:

- 1.) THE PLACE GETS DIRTY!!! - OBVIOUSLY ITS BLOWN IN FROM THE SOUTH SID OPEN DOOR. TRY TO KEEP IT CLOSED AND OPEN THE WEST SIDE DOOR AS MUCH AS POSSIBLE. MCDERMOTT SHOULD BE GETTING BACK TO YOU WITH A QUOTE FOR FANS IN THE WAREHOUSE AND COUNTER. THESE FANS WILL HELP WITH HEAT IN THE WINTER AS WELL.
- 2.) ED AND GEORGE MUST WEAR SAFETY SHOES AT ALL TIMES.
- 3.) ED SHOULD GET TRAINED IN FORK LIFT CERTIFICATION - SEE FRANK ON THIS.
- 4.) YOU SHOULD PURCHASE AN OUTSIDE RINGER, THAT WAY YOU'LL HEAR THE PHONE.
- 5.) EPPCO DOOR STICKERS MUST BE PUT ON THE RYDER TRUCK ASAP!!
- 6.) YOU CAN PURCHASE SPLITTERS AND PUT ADDITION PHONE AT YOUR DESK AND IN THE WAREHOUSE. EASIER TO ANSWER WHEN YOU'RE OUT IN THE WAREHOUSE.

- 7.) YOU NEED TO HIRE AN ADDITIONAL PERSON ASAP. YOU NEED SOMEONE THAT CAN ANSWER THE PHONE, TAKE A COUNTER OR SALES CALL. HELP LOAD AND UNLOAD A TRUCK IF YOU HAVE TO SEND ED OUT IN THE PICK-UP.

DESPITE THE COST ANOTHER PERSON WILL INCREASE YOUR PRODUCTIVITY AND PERFORMANCE TEN FOLD.

- 8.) YOU MUST START ORDERING YOUR STOCK MATERIAL DIRECT. MOST ITEMS CAN SHIP DIRECTLY INTO YOU WHICH WILL SAVE ON TRANSFERS WHICH HAVE BEEN A NIGHTMARE. TRY TO ONLY TRANSFER MATERIAL WHEN YOU NEED IT FOR A CUSTOMER ORDER OF IN AN EMERGENCY. NEWINGTON WILL NO LONGER TRANSFER MATERIAL TO YOU. IF YOU NEED ANYTHING YOU WILL HAVE TO HAVE GEORGE PU OR YOURSELF IN THE AM - IT WILL BE READY FOR YOU!!!

I WILL CALL YOU LATER!!!

< CONFIRMATION REPORT >

08-03-1998(MON) 10:18

[TRANSMIT]

NO.	DATE	TIME	DESTINATION	PG.	DURATION	MODE	RESULT
34554	8-03	10:17	203 384 9406	2	0°00'51"	NORM.E	OK
				2	0°00'51"		

A3

SALES DRAFT

FERGUSH ENTERPRISES 578
9 ISLAND BROOK AVE
BRIDGEPORT, CT 06606
TERMINAL 6423206

415012409991
12/02/00 05:06AM
US 400550000000019 EXP. 1200
INVOICE 1 002
AUTH. CODE 48TEST
AV. CODE YN
CLERK # 1

SALE TOTAL	\$1.00
TAX	\$0.00
TOTAL	\$1.00

X-----

CREDIT VOUCHER

FERGUSH ENTERPRISES 578
9 ISLAND BROOK AVE
BRIDGEPORT, CT 06606
TERMINAL 6423206

415012409991
12/02/00 05:07AM
US 400550000000019
INVOICE 2 005 CR
CLERK # 1

CREDIT TOTAL	\$1.00
TAX	\$0.00
TOTAL	\$1.00

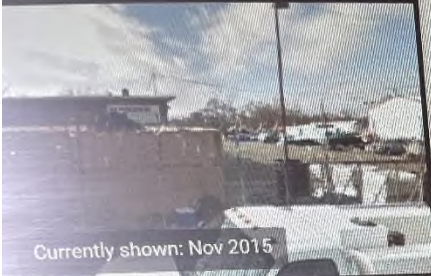
X-----

A4



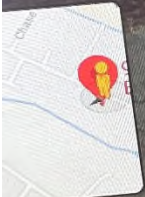


- Nov 2015



Currently shown: Nov 2015

2019



Google

Image capture: Nov 2015

© 2021 Google

United States

Terms

Privacy

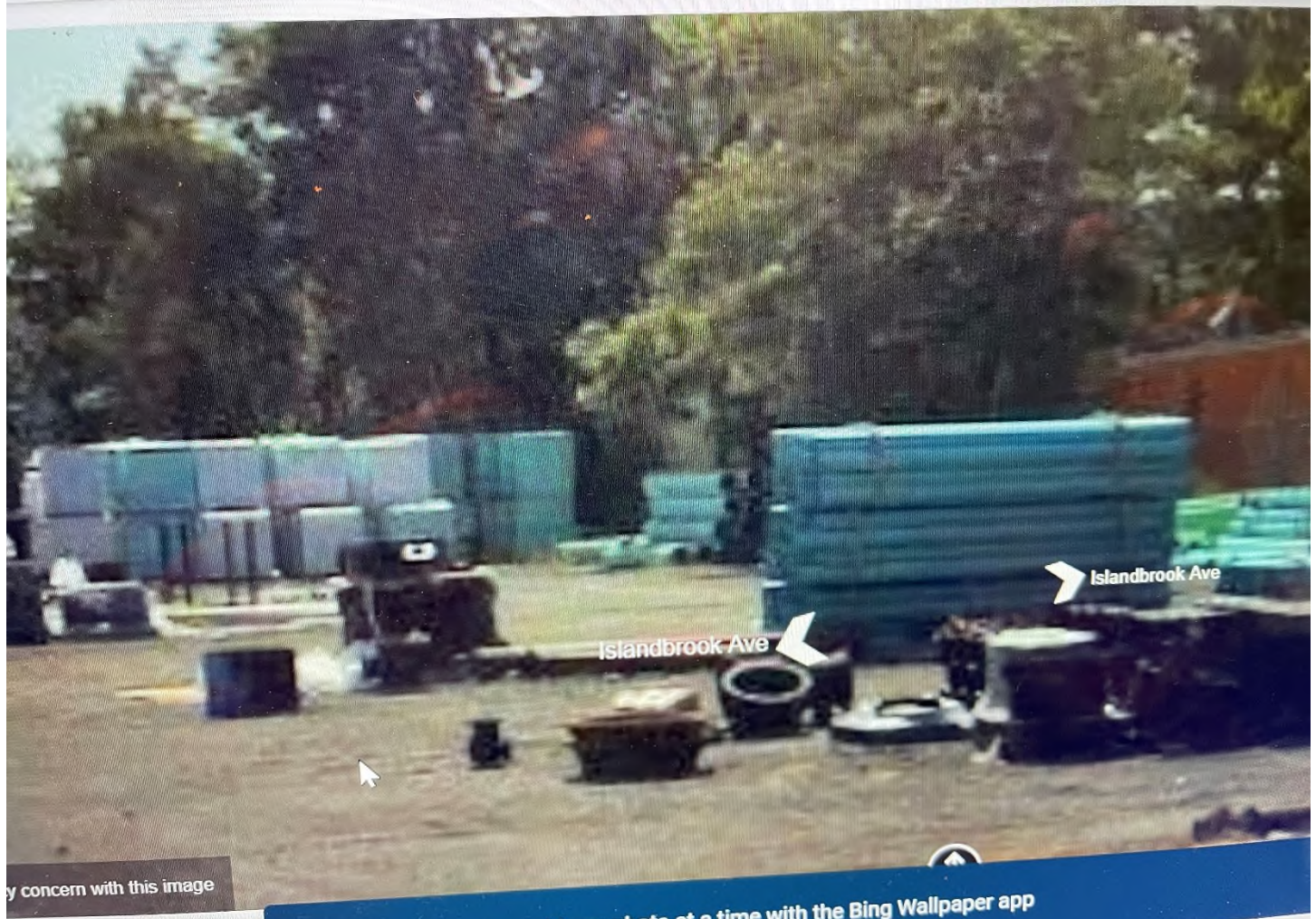
Report a problem

33°F Sunny

10:38 AM

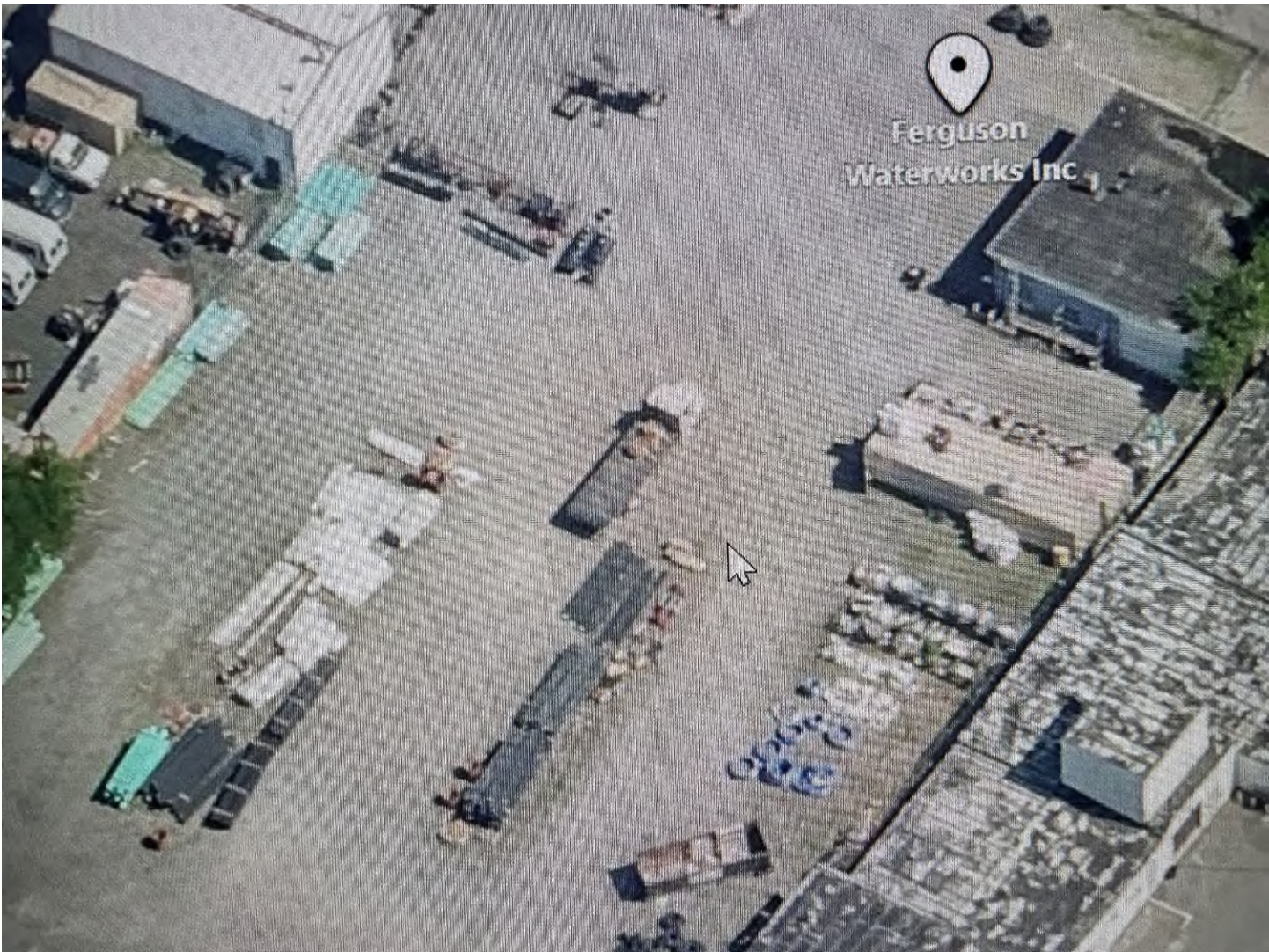
12/23/2021





by concern with this image

at a time with the Bing Wallpaper app



A5

Bridgeport Enterprise Zone

**9 Island Brook Avenue
For Thomas Astram**

Overall View of Bridgeport Enterprise Zone





Overall View of Bridgeport Enterprise Zone Cont.

- Overall View of Bridgeport Enterprise Zone
- Red Arrows indicate companies with outside storage similar to Architectural Stone Group (ASG), LLC located at 9 Island Brook.
- Green arrows indicates ASG.

5 Roosevelt Street - Street View



**Yellow arrows
points to like
items
associated
with 9 Island
Brook Avenue.**

5 Roosevelt Street Overview



10 Roosevelt Street



9 Island Brook Avenue - Street View

Property of Thomas Astram



9 Island Brook Avenue – Overview Property of Thomas Astram



28 Hill Street - Overview



28 Hill Street - Street View



28 Hill Street - Street View



28 Hill Street - Street View



End of Tracy Street - Street View



End of Tracy Street - Street View



144 Island Brook Avenue - Street View



12 Chase Street - Street View



186 Island Brook Avenue - Street View



186 Island Brook Avenue - Street View



120 River Street - Overall View



120 River Street - Street View



A6



AFT Investigations, LLC
P.O. Box 7332
Prospect, CT 06410
203-704-0731
aftinvestigations@gmail.com

Mr. Thomas Astram
9 Island Brook Avenue
Bridgeport, CT 06606

Date: October 7, 2021

Dear Tom,

This email will include photographs of the area identified as 236 Evergreen Street, Bridgeport. This is the same location as that of the Bridgeport Animal Control facility.

On the top of each photograph is the year the photograph was taken, beginning with YR 2013 to YR 2020. YR 2/2020 is not clear due to some unforeseen circumstance with the satellite imaging. You will notice YR 2010 depicts a grassy area with no construction, with the following years showing an increase in construction/yard equipment, then all equipment removed for 2021.

You will also see on pages 14 and 15 information regarding the property and property owners.

I will forward you letters I will write to Bridgeport in an effort to identify use of the land. I suspect all I will get will be all the vehicles are owned and operated by Bridgeport. That would account for what appears to be the numerous snow plows located in that area.

Ben Pagoni
AFT Investigations

YR 2010-No Construction. Note trees in the middle of the pasture.



Year: 2012: Construction and dirt removal-Trees remain in place in middle of pasture



YR 2013-Construction equipment removed, trees in place, mound of dirt remains.



YR 2014: Dirt mound untouched, trees remain in place. No construction Equipment.



YR 2015: Dirt mound is being worked on. First time observation of two Conex Boxes along with vehicles parked in what is now a parking area.



YR: 2016 : Dirt mound partially removed. Construction/yard equipment is observed in parking lot.



YR 2017: Dirt mound being excavated. Significant increase in construction/yard equipment in parking area.



YR: 2018: Dirt mount continues to be excavated. Numerous construction/yard equipment is observed in parking area.



YR 2019: Numerous pickups/trailers/ and yard equipment is observed in parking area.



YR 2020: Numerous trucks/trailers/yard equipment is observed in parking area. Note: This photo did not focus properly, however the equipment can still be seen.



May 6, 2021: The parking area is completely empty except for the two Conex boxes.



May 6, 2021: Empty parking area



236 EVERGREEN ST

[Sales](#)
[Print](#)
[Field Card](#)
[Map It](#)

Location	236 EVERGREEN ST	Mblu	53/ 1537/ 18/K /
Acct#	R--0048805	Owner	BRIDGEPORT CITY OF
Assessment	\$1,127,090	Appraisal	\$1,610,100
PID	13678	Building Count	3

Current Value

Appraisal			
Valuation Year	Improvements	Land	Total
2020	\$1,007,600	\$602,500	\$1,610,100
Assessment			
Valuation Year	Improvements	Land	Total
2020	\$705,340	\$421,750	\$1,127,090

Owner of Record

Owner	BRIDGEPORT CITY OF	Sale Price	\$0
Co-Owner		Certificate	
Address	45 LYON TER BRIDGEPORT, CT 06604	Book & Page	7218/0326
		Sale Date	10/26/2006
		Instrument	

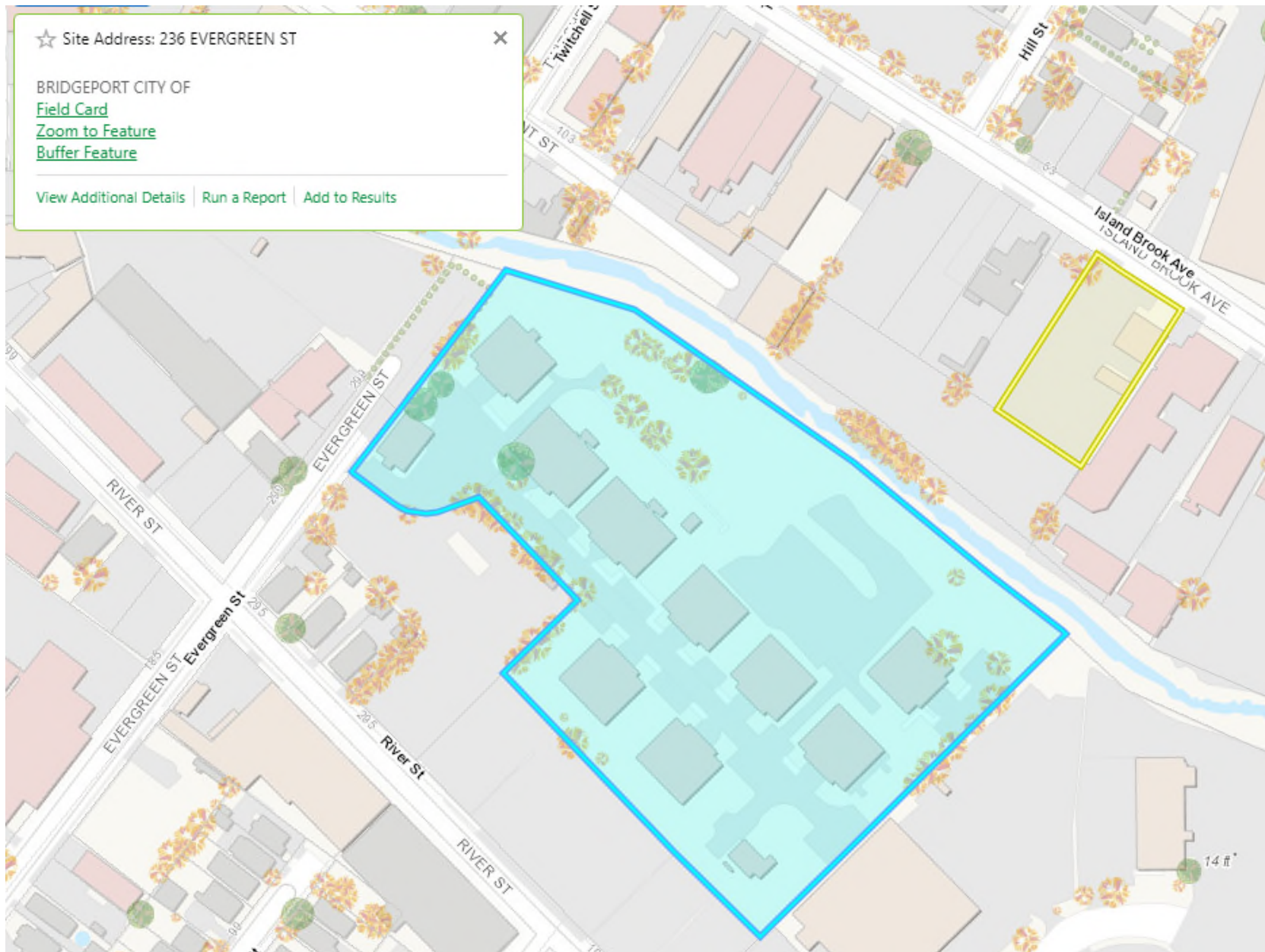
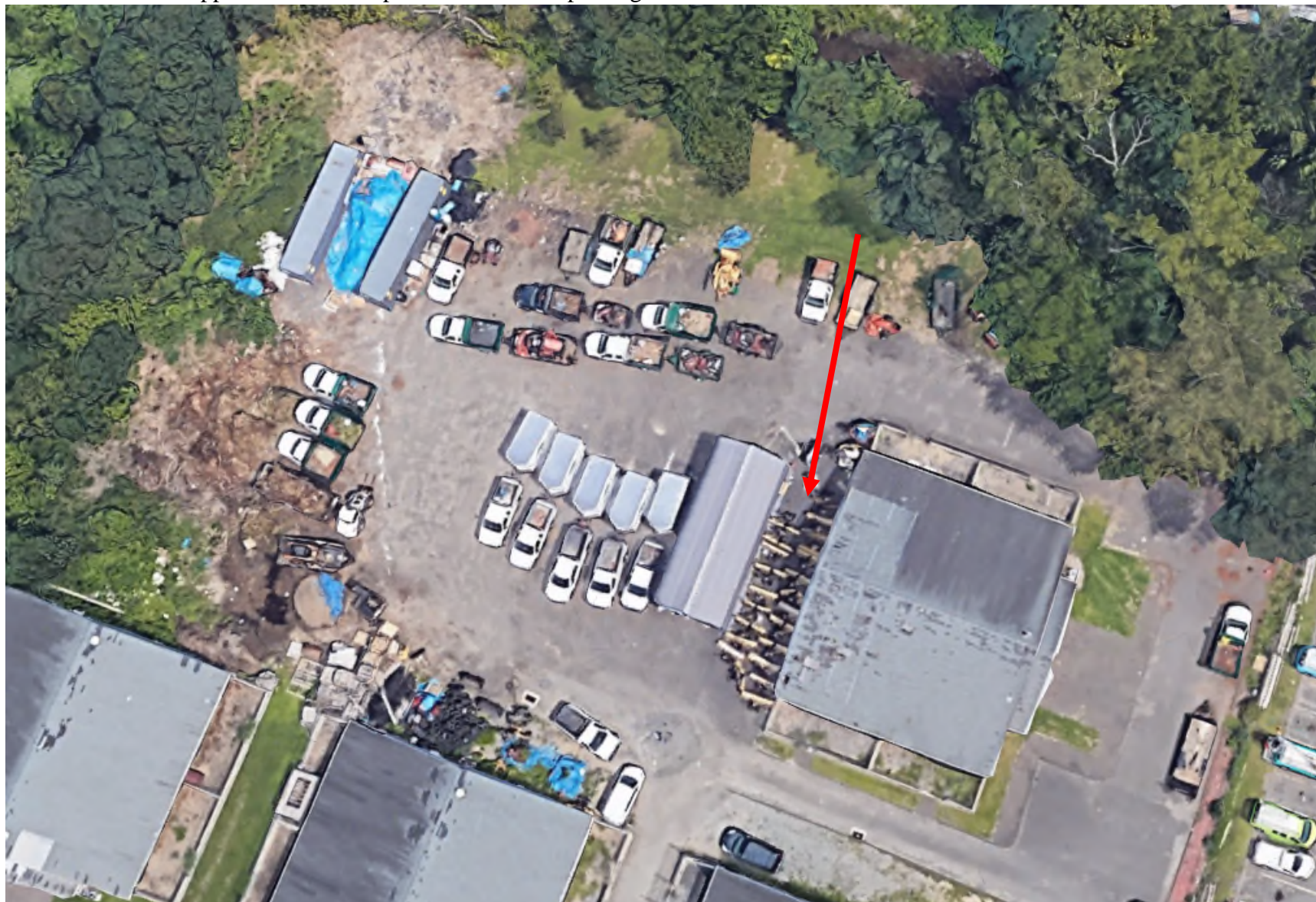


Photo shows what appears to be snow plows observed in parking area:



A7





A8

I-L Zone Development Standards			
	REQUIRED	EXISTING	PROPOSED
LOT			
LOT AREA, MINIMUM	N/A	44,674± SF	44,674± SF
FRONTAGE, MINIMUM	25 FT	150.00 FT	150.00 FT
FLOOR AREA RATIO, MAXIMUM	N/A	N/A	N/A
PRINCIPLE BUILDING SIZE, MAXIMUM	N/A	N/A	N/A
PRINCIPLE BUILDING SETBACK			
FRONT LOT LINE, MINIMUM FROM	N/A	N/A	N/A
STREET LOT LINE, MINIMUM FROM	15 FT	31.4± FT	31.4± FT
MAXIMUM SETBACK	N/A	N/A	N/A
SIDE LOT LINE, MINIMUM FROM	N/A	N/A	N/A
REAR LOT LINE, MINIMUM FROM	N/A	N/A	N/A
NOT TO EXCEED	N/A	N/A	N/A
MINIMUM SETBACK FROM:			
OTHER HEAVY INDUSTRIAL USE	10 FT	N/A	N/A
OTHER USE	0	4.6± FT	4.6± FT
LOT LINE ABUTTING AN 'R' ZONE	15 FT	N/A	N/A
SIDE	N/A	N/A	N/A
REAR	N/A	N/A	N/A
LOT LINE ABUTTING AN 'M' OR 'Y' ZONE	0	4.6± FT	4.6± FT
CORNER LOT YARDS	NOTE 2	N/A	N/A
MEAN HIGH WATER, MINIMUM FROM	N/A	N/A	N/A
ACCESSORY STRUCTURE			
SETBACKS	NOTE 9	N/A	11.0± FT (0 FT REQ.)
COVERAGE			
BUILDING COVERAGE, MAXIMUM	85%	5%	6%
SITE COVERAGE, MAXIMUM	85%	100%	92%
LANDSCAPED AREA			
MINIMUM	15%	0%	8%
IN SETBACK ABUTTING AN 'R' ZONE, MIN.	10 FT DEEP @ L4	N/A	N/A
HEIGHT			
PRINCIPAL BUILDING			
MAXIMUM FOR PRINCIPAL BUILDING	75 FT	14± FT	14± FT
PROJECTIONS AND FEATURES	NOTE 5	NONE	NOTE 5
ACCESSORY STRUCTURE, MAXIMUM			
HEIGHT, MAXIMUM	NOTE 7	9± FT	9± FT
FLOOR AREA, GROSS MAXIMUM	NOTE 8	40%	40%
PUBLIC ACCESS EASEMENT	NOTE 10	NONE	NONE

- NOTES:
- NO MAXIMUM BUILDING SETBACK FROM A STREET LOT LINE SHALL BE REQUIRED FOR ANY PARCEL OF LAND BOUNDED ON THREE OR MORE SIDES BY CITY STREETS AND OWNED BY A CITY GOVERNMENT AGENCY.
 - ON A CORNER LOT IN ANY ZONE, THERE SHALL BE TWO FRONT YARDS AND TWO SIDE YARDS.
 - THE MINIMUM SETBACK FROM MEAN HIGH WATER SHALL BE THIRTY (30) FEET EXCEPT FOR BUILDINGS SUPPORTING WATER-DEPENDENT USES THAT MAY REQUIRE LOCATION IMMEDIATELY ADJACENT TO THE WATER.
 - SEE SECTION 11-3, LANDSCAPING AND SCREENING - THE MINIMUM AREAS REQUIRED TO BE LANDSCAPED ARE LISTED IN TABLE 3. ZONE DEVELOPMENT STANDARDS FOR RESIDENTIAL ZONES AND TABLE 4.A AND 4.B. ZONE DEVELOPMENT STANDARDS FOR NON-RESIDENTIAL ZONES. ANY REQUIRED LANDSCAPING AS FOR REQUIRED SETBACKS OR PARKING LOTS, MAY BE APPLIED TOWARD THE MINIMUM LANDSCAPED AREA PERCENTAGE REQUIREMENT. REQUIRED LANDSCAPING AND SCREENING MUST MEET THE LEVELS REFERENCED IN EACH APPLICABLE ZONE DEVELOPMENT STANDARDS TABLE AND APPLICABLE STANDARDS SET FORTH ELSEWHERE IN THESE REGULATIONS. LANDSCAPING AND SCREENING STANDARDS LEVELS ARE SET FORTH IN SECTION 11-3-1.
 - SEE SECTION 4.4, HEIGHT - MAXIMUM HEIGHTS FOR STRUCTURES ARE LISTED IN THE ZONE DEVELOPMENT STANDARDS TABLE. EXCEPTIONS TO THE MAXIMUM HEIGHTS ARE SET FORTH IN SECTION 4.4-1 (PROJECTIONS ALLOWED) AND 4.4-2 (ARCHITECTURAL FEATURES).
 - BUILDINGS PROPOSED FOR MORE THAN THREE (3) STOREYS SHALL REQUIRE A SPECIAL PERMIT.
 - ANY ACCESSORY STRUCTURE WITH A FLAT OR ROUNDED ROOF SHALL BE NO HIGHER AT ITS HIGHEST POINT THAN TWELVE (12) FEET AND ANY ACCESSORY STRUCTURE WITH A PITCHED ROOF SHALL BE NO HIGHER THAN FIFTEEN (15) FEET, MEASURED FROM THE AVERAGE LEVEL OF THE GROUND ALONG ALL WALLS OF THE STRUCTURE. IN 'R' AND 'L' ZONES, THE MAXIMUM HEIGHT FOR ANY ACCESSORY STRUCTURE SHALL NOT EXCEED (3/4) OF THE MAXIMUM HEIGHT FOR PRINCIPAL STRUCTURES IN THAT ZONE.
 - SEE SECTION 4.9, ACCESSORY STRUCTURES - CUSTOMARY ACCESSORY STRUCTURES ARE ALLOWED IN ALL ZONES, AS SPECIFICALLY REGULATED IN THAT ZONE UNDER THE PROVISIONS OF A. LOCATION; B. COMPLIANCE; C. SIZE; AND D. PROHIBITED USE.
 - SETBACKS FOR ACCESSORY STRUCTURES SHALL BE THE SAME AS SETBACKS FOR PRINCIPAL STRUCTURES.
 - A PUBLIC ACCESS EASEMENT MAY BE REQUIRED ON ANY NON-RESIDENTIAL PROPERTY ADJUTING A WATERWAY. IN SUCH A CASE, A DEDICATED OPEN SPACE AREA SHALL BE ESTABLISHED FROM THE TOP OF THE EMBANKMENT AND FOR TWENTY (20) FEET INLAND.
 - PARKING GARAGES SHALL BE EXEMPT FROM THE FLOOR AREA RATIO (FAR) REQUIREMENT AND SHALL NOT BE INCLUDED IN THE CALCULATION OF THE GROSS FLOOR AREA IN AN M-EM ZONE.
 - MAXIMUM HEIGHT FOR A PASSENGER TERMINAL SHALL BE 60 FT.
 - N/A - NOT APPLICABLE
 - N/C - NO CHANGE

LEGEND			
NF	NOW OR FORMERLY	CB	CATCH BASIN
MON	MONUMENT	WM	WATER METER
I.P.	IRON PIPE	WV	WATER VALVE
FND	FOUND	GV	GAS VALVE
S.F.	SQUARE FEET	RET	RETAINING
CONC.	CONCRETE	SNET	SOUTHERN NEW ENGLAND TELEPHONE
BIT.	BITUMINOUS	UI	UNITED ILLUMINATING COMPANY
OHU	OVERHEAD UTILITIES	TMH	TELEPHONE MANHOLE
UG	UNDER GROUND	INT.	INTERSECTION
MH	MANHOLE	INV	INVERT
ELEC.	ELECTRIC	C.I.	CAST IRON
U	UTILITY POLE	V.C.	VITRIFIED CLAY
DYL	DOUBLE YELLOW LINE	RCP	REINFORCED CONCRETE PIPE
SWL	SINGLE WHITE LINE	RD	ROOF DRAIN
BWL	BROKEN WHITE LINE	MW	MONITOR WELL
EDP	EDGE OF PAVEMENT	x 8.85	EXISTING SPOT GRADE
RET	RETAINING	→ 8.85	EXISTING CONTOUR ELEVATION
CLF	CHAIN LINK FENCE	L.O.	LAYOUT OF STREET WIDTH
FFE	FINISHED FLOOR ELEVATION	(2)	PARKING SPACES
C.O.	CLEANOUT	HDPE	HIGH DENSITY POLYETHYLENE
LP	LIGHT POST	PVC	POLYVINYL CHLORIDE
ET	EXISTING CONIFER TREE	ET	EXISTING DECIDUOUS TREE

GROSS LAND AREA TABLE		
	SQ. FT.	ACRES
9 Island Brook Avenue (Lot 12)	19,998±	0.459±
25 Island Brook Avenue (Lot 11)	10,000±	0.230±
35 Island Brook Avenue Rear (Lot 13A) Portion Of	14,676±	0.337±
COMBINED AREA	44,674±	1.026±

Cabezas DeAngelis
ENGINEERS & SURVEYORS

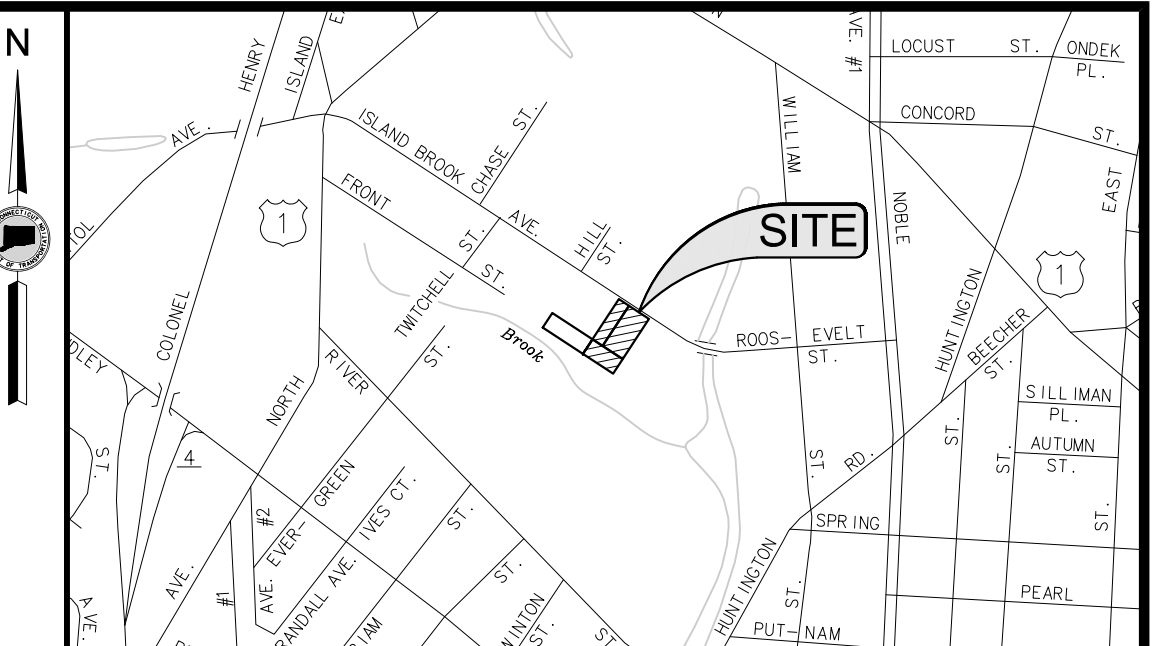
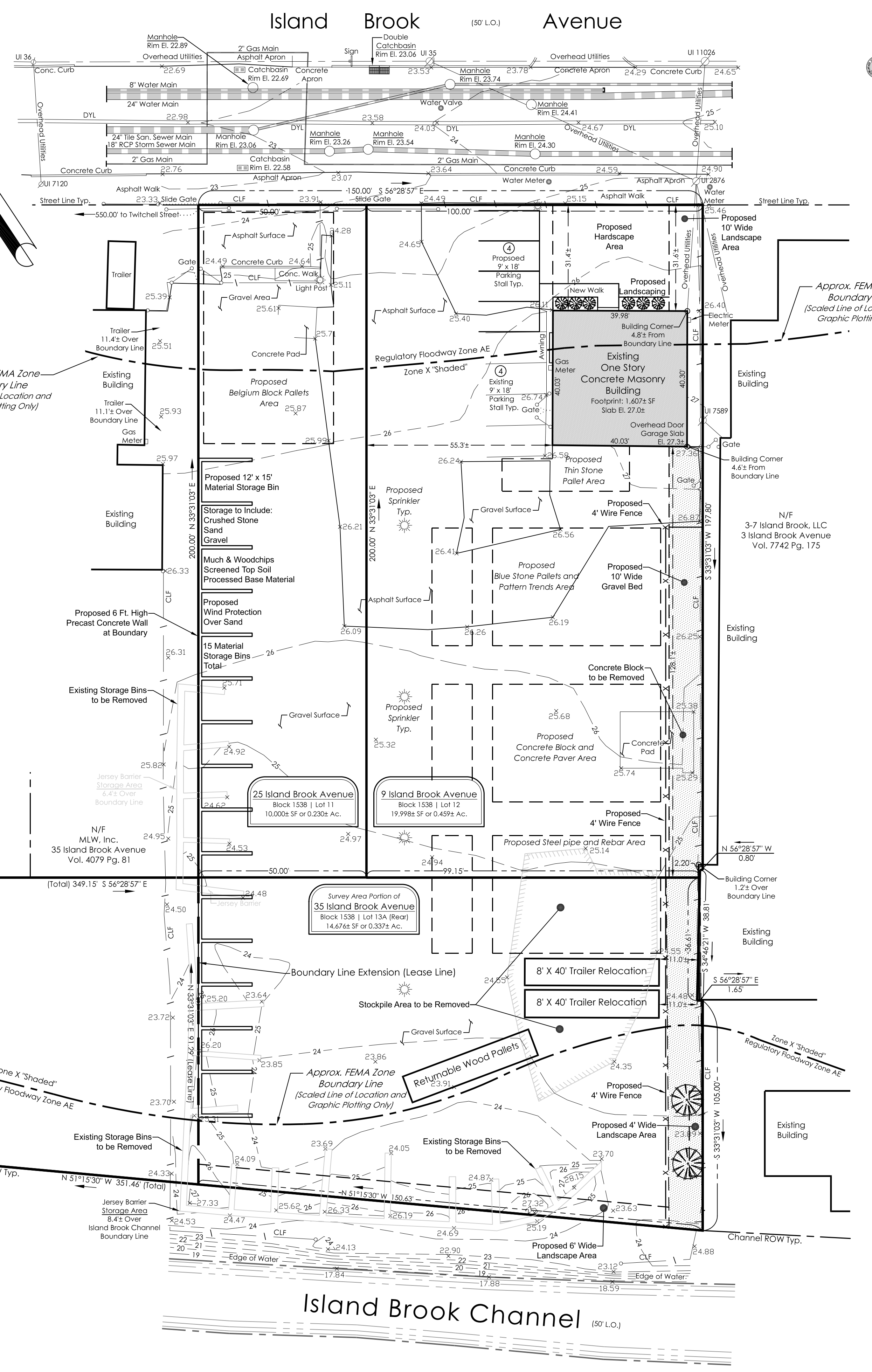
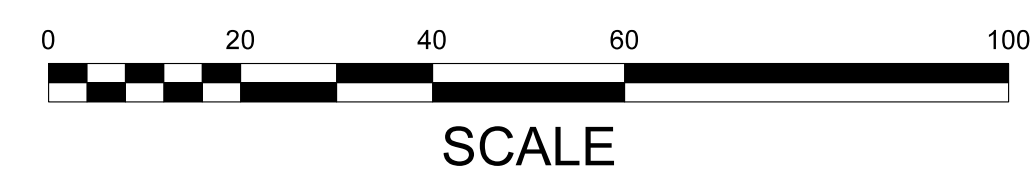
78 ELM STREET, BRIDGEPORT, CT 06604
P: 203 330 8700 • F: 203 330 8701

SCALE: 1"=20'
FIELD FILE: 9-25-35 Island Brook Ave.rw5
PROJECT NO. CD1382
DATE: March 23, 2021
FILE: 9_25_35 Island Brook Ave_ILS.dwg
SHEET 1 OF 1
REV:



TO THE BEST OF MY KNOWLEDGE & BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON

WASHINGTON CABEZAS, JR. PEL 70210



LOCATION MAP
SCALE: 1" = 800'

- NOTES**
- THIS SURVEY AND MAP HAS BEEN PREPARED PURSUANT TO THE REGULATIONS OF CONNECTICUT STATE AGENCIES SECTIONS 20-300B-1 THROUGH 20-300B-20 AND "THE STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 26, 1996. IT IS AN IMPROVEMENT LOCATION SURVEY AND TOPOGRAPHIC SURVEY BASED ON A DEPENDENT RESURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS A-2 AND TOPOGRAPHIC ACCURACY CLASS T-2 AND IS INTENDED FOR MUNICIPAL COMPLIANCE PURPOSES.
 - THIS MAP IS NOT VALID WITHOUT A LIVE SIGNATURE AND EMBOSSED SEAL.
 - ALL IMPROVEMENTS SHOWN BASED ON FIELD EVIDENCE FOUND.
 - ELEVATIONS ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS DETERMINED USING GEODI03 AND CONVERTED TO THE CITY OF BRIDGEPORT DATUM (+14.60). LINEAR UNITS ARE IN U.S. SURVEY FEET. HORIZONTAL COORDINATES ARE REFERENCED TO THE CONNECTICUT COORDINATE SYSTEM OF 1983, AS REALIZED FROM OBSERVATION REFERENCED TO NAD83 (CORS96). COORDINATES WERE DETERMINED FROM STATIC GPS OBSERVATIONS MADE ON APRIL 4, 2012 IN ACCORDANCE WITH "GUIDELINES AND SPECIFICATIONS FOR GLOBAL NAVIGATION SATELLITE SYSTEM LAND SURVEYS IN CONNECTICUT" ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC., HOLDING THE FOLLOWING VALUES FOR PUBLISHED BASE DATA: STATION: ORANGE, NORTHING 653555.9292, EASTING 927267.5499, LATITUDE 41°15'5.89404", LONGITUDE 73°00'52.60243", ELLIPSOID -4.143
 - REFERENCE IS MADE TO THE FOLLOWING MAPS:
 - MAP ENTITLED "SITE PLAN SHOWING SUBDIVISION OF PROPERTY OF HELEN MINUTOLA, ISLAND BROOK AVENUE, BRIDGEPORT," DATED JULY 21, 1977; REVISED SEPTEMBER 21, 1977; PREPARED BY J&D KASPER & ASSOC. AND FOUND ON FILE IN THE CITY OF BRIDGEPORT ENGINEERING DEPARTMENT.
 - MAP ENTITLED "SUBDIVISION FOR THE SCHWARZ BROTHERS COMPANY," DATED APRIL 8, 1954; REVISED JULY 16, 1954; PREPARED BY FULLER & CO. AND FOUND ON FILE IN THE CITY OF BRIDGEPORT TOWN CLERK'S OFFICE AS MAP VOL. 18 PG. 68.
 - MAP ENTITLED "MAP OF PROPERTY OF NICHOLAS DeNAPOLI," DATED JANUARY 3, 1955; PREPARED BY FRANK C. PENNY AND FOUND ON FILE IN THE CITY OF BRIDGEPORT ENGINEERING DEPARTMENT.
 - CITY OF BRIDGEPORT ENGINEERING PIN SHEET DEPICTING BLOCK 1538.
 - PARCEL INFORMATION:
 - 9 ISLAND BROOK AVENUE
A. ASSESSOR'S REFERENCE: BLOCK 1538 | LOT 12
B. TOTAL PARCEL AREA = 20,000± SQ. FT., 0.459± AC.
C. RECORD OWNER: MLW, INC., VOL. 4079 PG. 81
 - 25 ISLAND BROOK AVENUE
A. ASSESSOR'S REFERENCE: BLOCK 1538 | LOT 11
B. TOTAL PARCEL AREA = 10,000± SQ. FT., 0.230± AC.
C. RECORD OWNER: MLW, INC., VOL. 4079 PG. 81
 - 35 ISLAND BROOK AVENUE
A. ASSESSOR'S REFERENCE: BLOCK 1538 | LOT 13A
B. TOTAL PARCEL AREA = 31,150± SQ. FT., 0.715± AC.
C. RECORD OWNER: MLW, INC., VOL. 4079 PG. 81
 - PARCELS ARE LOCATED WITHIN THE 'I-L' ZONING DISTRICT.
 - SEE FLOOD INSURANCE RATE MAP: FAIRFIELD COUNTY, CONNECTICUT (ALL JURISDICTIONS), PANEL 0429 OF 626, COMMUNITY BRIDGEPORT, CITY OF NUMBER 090002 PANEL 0429 SUFFIX G, MAP REVISED JULY 8, 2013. THE PARCEL IS LOCATED IN AREAS DESIGNATED AS ZONE X (SHADED) AND A REGULATORY FLOODWAY IN ZONE AE BETWEEN CROSS SECTION 'J' ELEVATION 12.1 AND CROSS SECTION 'K' ELEVATION 13.7 (DATUM NAVD 88).
 - THE SUBJECT PARCEL IS LOCATED WITHIN THE PEQUONNOCK RIVER COASTAL BOUNDARY - INLAND DISTRICT. SEE COASTAL MASTER PLAN OF BRIDGEPORT, CONNECTICUT SHEET 4 OF 4, SCALE: 1"=500', DATED AUGUST 1982, LAST REVISED NOVEMBER 18, 1982 AND PREPARED BY KASPER ASSOCIATES, INC.
 - BOUNDARY LINES DEPICTED HEREON ARE A RESULT OF EXTENSIVE RECORD RESEARCH, FIELD EVIDENCE AND FIELD MEASUREMENTS. DUE TO LACK OF RECORD MONUMENTATION AND VAGUE DEED DESCRIPTIONS THE BOUNDARY LINES DEPICTED HEREON REPRESENT THE PROFESSIONAL OPINION OF THE SURVEYOR. BOUNDARY LINES MAY BE SUBJECT TO ANY REVISION REQUIRED BY LEGAL ACTION OR BY THE DISCOVERY OF ADDITIONAL RECORD INFORMATION AND/OR FIELD EVIDENCE.
 - THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. CABEZAS DeANGELIS MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. CABEZAS DeANGELIS FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH IT IS CERTIFIED THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. CABEZAS DeANGELIS HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. CALL BEFORE YOU DIG, INC. (1-800-922-4455).

PROGRESS PRINT
03-23-2021

IMPROVEMENT LOCATION SURVEY - AND - TOPOGRAPHIC SURVEY

PREPARED FOR
ARCHITECTURAL STONE GROUP, LLC

9, 25 AND A PORTION OF 35
ISLAND BROOK AVENUE
BRIDGEPORT, CONNECTICUT
ASSESSOR'S REFERENCE: MAP 53 | BLOCK 1538 | LOT 12, 11, 13A

SHEET 1 OF 1
MARCH 23, 2021 WASHINGTON CABEZAS, JR., PE, LS SCALE: 1" = 20'

A9

Date: Tue, Nov 16, 2021 at 2:39 PM
Subject: Request for Information
To: <mayor@bridgeportct.gov>

Mayor Ganim,

I contacted several offices within Bridgeport in order to determine what office is in control of the property located at 236 Evergreen Street, Bridgeport. This property also houses the Bridgeport Animal Shelter. Under the Bridgeport GIS, it's identified as Lot 236. None of the offices contact seemed to know.

When I contacted the City Clerk's office, I was told I had to FOI that information. However, I don't believe an FOI request is needed to find out which of the Bridgeport office manages this property.

That said, would you be so kind as to inform me what office within the Bridgeport government that I may contact to discuss the use of the property.

Respectfully submitted,

Ben Pagoni

--

Ben Pagoni
AFT Investigations
Suite 7332
70 Waterbury Road
Prospect, CT 06712
1-203-704-0731

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On Nov 17, 2021, at 8:27 AM, AFT Investigations <aftinvestigations@gmail.com> wrote:

Hi Tom,

I received a call from a Mr. Rivera from the Bridgeport Planning and Economic Development. He was highly quizzical as to why we were asking the information and what would be my interest in the property I identified as 236 Evergreen St, Lot # 236. He wanted to know if I was a real estate agent or what. I told him I was a private investigator working for a Client who wanted to rent property front the City to store commercial equipment. He asked who I was working for. I told him the Client wanted to remain anonymous at this time and simply wanted to know if he could rent that property for a period of time.

Mr. Rivera stated that there was a person who had used the property in the past, but was removed because the police department wanted to use the land, possible for a future gun range. He did not elaborate on the information of who or what equipment was stored there. He stated he didn't want to waste his time or mine so he wanted me to be specific about the information requested. I chose not to press the issue because of his attitude.

He did state they do not "rent" property, rather they will sell property to people. He stated he had another piece of property in Bridgeport the City would sell for storing equipment.

Because of his interest in additional details, I told him I could not identify the Client, that if the Client was interested in purchasing the property, he would contact the Bridgeport Planning and Economic Development Office for details. The number he called me from was 203 -576-3976.

It seems as if the City doesn't "rent" property, yet the Economic and Development Office was aware "someone" was using the property, somewhere along the line something had to be "approved".

Ben

On Mon, Nov 15, 2021 at 4:50 PM Thomas Atram <archstone@optonline.net> wrote:

Ben,
Please give me a call re: letter to City of Bridgeport regarding the Animal Control property
Thanks Tom Atram
Architectoral Stone
203-494-5451

A10

COMMERCIAL LEASE

This INDENTURE OF LEASE, dated the day of September, 2016 between MLW, Inc., a Connecticut stock Corporation having an office for the transaction of business at 25 Islandbrook Avenue, Bridgeport, CT 06610 (hereinafter referred to as "Landlord" which terms shall be deemed to include its agents, servants and employees) and Architectural Stone Group, LLC, also a Connecticut Limited Liability Company having an office for the transaction of business at 9 Islandbrook Avenue, Bridgeport, CT 06606 (hereinafter referred to as "Tenant" which terms shall be deemed to include its agents, servants and employees).

WITNESSETH

Landlord and Tenant hereby agree as follows:

SECTION 1.1. PREMISES. Landlord, for and in consideration of the rents, terms, covenants, conditions, provisions and agreements herein reserved and contained on the part of the Tenant to be paid, kept and performed, does hereby lease unto tenant and Tenant does hereby hire from Landlord, those certain premises known as 9 Islandbrook Avenue, Bridgeport, Connecticut (hereinafter referred to as the "Premises"), which premises consist of a commercial building, outdoor storage and yard and the walkways and parking spaces known as 9 Islandbrook Avenue, Bridgeport, Connecticut.

SECTION 2.1. TERM. The initial term of this lease shall be for a period of five (5) years commencing on September 1, 2016 and ending on August 31, 2021.

SECTION 3.1. RENT. Throughout the initial term, Tenant covenants and agrees to pay Landlord, without previous demand therefor and without any setoff, abatement or deduction whatsoever, at its office or at such address as Landlord may, from time to time, designate by notice, a minimum rental at the annual rate of \$39,732.00 ("Minimum Rent"), payable equal monthly installments of \$3,311.00 in advance.

All Minimum Rent shall be payable in equal monthly installments, in advance, on the first day of each and every calendar month of the term hereof.

SECTION 4.1. LANDLORD'S WORK. Tenant agrees to accept the Premises in the condition thereof existing on the date hereof and acknowledges that Landlord is not required to perform any work therein. Any and all work shall be performed in the Premises by Tenant at Tenant's sole cost and expense.

SECTION 5.1. TENANT'S INSTALLATIONS AND ALTERATIONS. Any work or equipment installation shall be performed in accordance with all applicable laws and in a good and first-class workmanlike manner. Tenant shall not make any alterations, improvements and/or additions to the Premises without first obtaining, in each instance, the written consent of Landlord, which consent shall not be unreasonably withheld,

conditioned or delayed. Any and all alterations, additions, improvements and fixtures which may be made or installed by either the Landlord or the Tenant upon the Premises and which in any manner are attached to the floors, walls or ceilings shall remain upon the Premises and at the termination of this lease shall be surrendered with the Premises as a part thereof without disturbance, molestation or damage except that Landlord, at Landlord's sole option may require Tenant (by written notice to Tenant at least thirty (30) days prior to the expiration of this lease) to remove any or all of said alterations, additions, improvements and permanent fixtures that were installed by or at the expense of Tenant in which event Tenant shall, at Tenant's expense, remove any or all of such alterations, additions, improvements and permanent fixtures as Landlord may elect and restore the Premises to their original condition at the time of commencement of this lease. The usual trade fixtures, furniture and equipment which may be installed in the Premises prior to or during the term hereof at the cost of the Tenant, except such as may replace any of the same originally installed at the cost of Landlord may be removed by the Tenant from the Premises upon the termination of this lease providing the Tenant is not then in default hereunder. Tenant shall repair at its own cost and expense any and all damage to the Premises resulting from or caused by such removal.

SECTION 6.1. USE OF PREMISES. Subject to and in accordance with all rules, regulations, laws, ordinances, statutes and requirements of all government authorities and the fire insurance rating organizations and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof. Tenant covenants and agrees that it shall use the Premises for: warehousing, storage and fabrication of stone products and masonry products. The Tenant agrees to obtain Landlord's approval before the Tenant decides to provide additional products or services to the customers.

SECTION 6.2. Subject to Section 2.1 above, Tenant shall occupy the Premises on September 1, 2016 and shall thereafter conduct continuously on the Premises the business above stated. Tenant will not use or permit or suffer the use of the Premises for any other business, use or purpose.

SECTION 6.3. Tenant represents that Tenant was not shown the premises by any real estate broker or agent in connection with this lease and that the Tenant has not otherwise engaged in any activity which could form the basis for a claim for a real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this lease. Landlord and Tenant shall indemnify, defend and hold harmless the other from any and all claims of real estate brokers, salesmen, agents or finders arising through such parties' actions in connection with this lease.

SECTION 7.1. OPERATION OF BUSINESS. Tenant shall operate all the Premises during the entire term of the lease unless prevented from doing so by causes beyond Tenant's control.

SECTION 8.1. STORAGE OFFICE SPACE. Tenant shall warehouse, store and/or stock in the Premises only such goods, wares and merchandise as Tenant intends to offer for sale at retail at, in, from or upon the Premises.

SECTION 9.1. TAXES.

A. Tenant agrees to pay to Landlord, as Additional Rent during each lease year, all real estate taxes levied on the land, building and improvements, of which the Premises are a part.

B. Such Additional Rent shall be payable in monthly installments, in advance, on the first day of each calendar month during the term of this Lease (including any extensions of said term) and the amount of each such monthly installment shall be equal to one-twelfth (1/12) of all real estate taxes levied on the land, building and improvements, of which the Premises are a part, during each tax year in which the month in question falls. If, however, the amount of real estate taxes levied for the tax year in which the month in question falls has not been determined by the taxing authorities as of the first day of said month, then the amount payable by Tenant as Additional Rent shall be based on the amount of real estate taxes levied for the immediately preceding tax year subject to immediate adjustment when the amount of real estate taxes levied for the then current tax year shall be determined. Tenant's obligation for such Additional Rent and Landlord's obligation to refund any overpayment shall survive the termination of this lease.

C. All references in this Article to "real estate taxes levied" shall be deemed to refer to the aggregate of all taxes and assessments levied or assessed against the land, building and improvements, of which the Premises are a part, whether called county taxes, state taxes, school taxes, township taxes, city and borough assessments or by any other name.

D. If, due to a future change in the method of taxation, any franchise, income or profit law, or taxes upon rentals, shall be levied against the Landlord in substitution for, or in lieu of, in whole or in part, the present annual real estate taxes, when to the extent that any such tax shall be a substitute for the present annual real estate tax, the same shall be considered a part of annual real estate taxes for the purpose of this Article.

E. Tenant shall have the right to instruct Landlord to appeal any real estate tax assessments, provided Tenant timely pays the same and pays for all costs of the appeal. Any reduction in taxes won by Tenant shall inure to the benefit of Tenant.

SECTION 10.1. PAST DUE RENTS. If Tenant shall fail to pay the Minimum Rent after a grace period of ten (10) days, such unpaid amounts shall accrue a late charge of five percent of such overdue amount (5%).

SECTION 11.1 ASSIGNMENT AND SUBLETTING. Tenant shall not assign, mortgage, or encumber this lease, in whole or in part, sublet all or any part of the Premises, or grant a license or concession without the prior written consent of the Landlord, which will not be unreasonably withheld. A transfer of the controlling stock interest of Tenant shall be deemed to constitute an assignment of this Lease and shall be subject to obtaining the Landlord's consent therefor. Notwithstanding the foregoing, Tenant may, without Landlord's consent, assign this lease or sublet the Premises, in whole or in part, to any entity owned by, owning or under common ownership or control with Tenant.

SECTION 12.1 GOVERNMENTAL REGULATIONS. Tenant shall comply with all of

the requirements of all county, town, municipal, state, federal and other applicable governmental authorities now in force, or which may hereafter be in force pertaining to the Premises, and shall faithfully observe in the use of the Premises all ordinances and statutes now in force or which may hereafter be in force. Landlord covenants that to the best of its knowledge, information and belief, it has no knowledge or reason to believe that there is or ever has been any environmental violations in or around the Property.

SECTION 13.1. PARKING AND OTHER FACILITIES. All automobile parking areas, dividers, driveways, entrances and exits thereto, and other facilities in or near the Premises, including employee parking areas, delivery and loading areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, drainage, sewer, electricity and other utility services, transformers, access roads, signs and sidewalks and other areas and improvements shall at all times be subject to the exclusive control of Tenant and the Tenant will be responsible for complying with all federal, state and municipal rules and regulations regarding the same.

SECTION 14.1 COST OF MAINTENANCE OF PREMISES.

(a) Tenant will be responsible for paying the full cost of all maintenance expense incurred at the Premises, including, but not limited to the cost of gardening and landscaping, the cost of public liability and property damage insurance, repairs, replacements, parking lot maintenance, lighting, sanitary control, removal of snow, and repair and/or replacement of pumps or other equipment used in the maintenance and operation of any sewer/septic system the full cost of replacements or repairs of the parking areas, access roads, driveways, retaining walls, landscaped areas, truck delivery areas, stairs, and sidewalks.

SECTION 15.1. DISCHARGE OF ALL LIENS. Tenant shall not suffer or permit any mechanic's liens to be filed against the fee of the Premises or against Tenant's leasehold interest in the Premises by reason of work, labor, services or materials supplied or claimed to have been supplied to Tenant or anyone holding the Premises or any part thereof through or under Tenant. If any such mechanic's lien shall at any time be filed against the Premises. Tenant shall, within thirty (30) days after notice of the filing thereof, cause the same to be discharged by record of payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such a lien to be discharged within the period aforesaid, then, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor and to pay the amount of the judgment for and in favor of the lienor with interest, costs and allowances. Any amount paid by Landlord for any of the aforesaid purposes with interest thereon at the rate of ten (10%) percent per annum from the date of payment shall be repaid by Tenant to Landlord on demand, and if unpaid may be treated as additional rent. Nothing in this lease contained shall be deemed or construed in any way as constituting the consent or request of Landlord, express or implied by inference or otherwise, to an contractor, subcontractor, laborer or materialman

for the performance of any labor or the furnishing of any material for any specific improvement, alteration or repair of or to the Premises or any part thereof, nor as giving Tenant a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens against the fee of the Premises.

SECTION 16.1. SIGNS. Tenant shall not place or install any signs, advertising, display material, or mechanical devices on any exterior wall of the Building (including, without limitation, both the interior and exterior surfaces of windows and doors) unless the same comply with governmental regulations. Tenant agrees that no signs shall be installed on the Building until all approvals and permits are first obtained and copies thereof delivered to Landlord, together with evidence of payment for any public fees pertaining to Tenant's signs.

SECTION 17.1. REPAIRS AND MAINTENANCE. Tenant shall, during the term of this lease, make all necessary structural repairs to the Premises and Tenant will be responsible for all maintenance with regard to the premises.

SECTION 17.2. Tenant shall maintain and make all repairs, as and when necessary to the Premises. Tenant shall also make all nonstructural repairs to its storefront, and all glass portions of the Premises. Tenant shall at all times during the term of this lease, at its own cost and expense, put, keep, replace and maintain the Premises in thorough repair and good, safe and substantial order and condition, including all equipment therein and all appurtenances inside the Premises which are nonstructural, extraordinary and ordinary, however the necessity or desirability thereof may occur, and whether or not necessitated by wear, tear, obsolescence or defects, latent or otherwise; and shall use all reasonable precaution to prevent waste, damage or injury. Tenant will make and pay for all necessary replacements to all mechanical equipment in the Premises, including but not limited to pipes, plumbing, electrical wiring, heating and air conditioning units and machinery.

SECTION 17.3. If Tenant refuses to repair or replace property as required hereunder as soon as reasonably possible after written demand made by Landlord, Landlord may make such repairs or replacements without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures or other property, or to Tenant's business by reason thereof, except for Landlord's neglect or willful act, and upon completion thereof, Tenant shall pay Landlord's cost for making such repairs upon presentation of bills therefor as additional rent.

SECTION 18.1. UTILITIES. Tenant agrees to pay promptly, as and when the same become due and payable, all water rents, rates and charges, all sewer rents and sewer system operation and maintenance charges, and all charges for electricity, gas, heat, steam, hot water and other utilities supplied to the Premises. Tenant agrees to pay such charges from the date of Tenant entering into the Premises for the purposes of performing any work therein.

SECTION 19.1. LIABILITY INSURANCE. Tenant shall, during the entire term hereof, keep in full force and effect a policy of public liability and property damage insurance with respect to the Premises, and the business operated by Tenant and any subtenants, concessionaries or licensees of Tenant in the Premises, in reasonable limits. Under present circumstances, reasonable limits of public liability shall be \$1,000,000 per occurrence and property damage liability \$500,000. Coverage shall always be in at least those amounts. The policies shall name Landlord and Tenant as insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Landlord ten (10) days prior written notice. The insurance shall be in an insurance company admitted in the State of Connecticut approved by Landlord (which approval shall not be unreasonably withheld) and a copy of the policy or a certificate of insurance marked "Premium Paid" shall be delivered to Landlord.

SECTION 19.2. FIRE INSURANCE AND EXTENDED COVERAGE.

After the Commencement Date, Landlord shall:

(a) Keep any and all buildings and improvements erected and maintained upon the Premises or appurtenant thereto at the commencement of the term or thereafter erected thereon or therein (including all alterations, rebuildings, replacements, changes, additions and improvements) insured in an amount equal to the full replacement cost thereof against loss by damage or fire, casualty with Standard Extended Coverage, including vandalism and malicious mischief.

(b) Provide and keep in force such other insurance and in such amounts as may from time to time be reasonably required by Landlord against any other insurable hazards as Landlord can show at the time are commonly insured against in cases of premises similarly situated and/or such other insurance and in such amount and form as may from time to time be required by the holder of any mortgage(s) to which this lease is subject and/or subordinate.

Tenant will pay to Landlord upon written notice as further additional rent the full cost of the insurance coverage required to be carried by Landlord heretofore set forth in (a) and (b) of this Section 19.2. Throughout the demised term of this lease, Tenant shall:

(I) Provide and keep in force rent insurance with Standard Extended Coverage Endorsement (including vandalism and malicious mischief) in an amount not less than the annual Minimum Rent and estimated annual taxes and other impositions and insurance.

(II) Provide and keep in force fire insurance with a broad extended coverage endorsement (including vandalism and malicious mischief) in an amount sufficient to cover the full replacement value of all fixtures, contents and plate glass.

SECTION 19.3. WORKMEN'S COMPENSATION INSURANCE. NOT APPLICABLE

SECTION 19.4. Any insurance required by this lease may be included in general coverage under policies which include coverage of other property in which Tenant has an insurable interest, provided Tenant furnishes to Landlord copies of such policies or certificates of the insurance evidencing the coverage of the Premises and otherwise

complies with the requirements hereof and of the mortgagee.

SECTION 20.1. INCREASED FIRE INSURANCE PREMIUMS. Tenant agrees to pay any increase in premiums for fire and extended coverage insurance which may be incurred by Landlord resulting from the type of merchandise sold, stored or serviced by Tenant in the Premises or from the manner Tenant operates its business in the Premises. In determining whether increased premiums are the result of the use of the Premises, a schedule issued by the organization making the insurance rate of the Premises showing the various components of such rates shall be conclusive proof of the several items and charges which make up the fire insurance rate.

SECTION 21.1. SUBROGATION. Each party hereby releases the other party (which term as used in this Section includes the employees, agents, officers and directors of the other party) from all liability, whether for negligence or otherwise, in connection with loss covered by any insurance policy which the releasor carries with respect to the Premises or any interest or property therein or thereon (whether or not such insurance is required to be carried under this lease), but only to the extent that such loss is collected under said insurance policies. Such release is also conditioned upon the inclusion in the policy or policies of a provision whereby any such release shall not adversely affect said policies or prejudice any right of the releasor to recover thereunder. Each party agrees that its insurance policies, aforesaid, will include such a provision, if obtainable. If the inclusion of such provision requires an additional premium, the party for whose benefit the provision is added may elect at its option, within ten (10) days after notice from the other party setting forth the amount of such additional premium, to either pay the amount thereof or to waive the provisions of this Section with respect to such waiver of subrogation. Each policy shall contain a provision which states that such insurance policy may not be cancelled except upon ten (10) days' written notice to Landlord and/or any designee of Landlord. At least thirty (30) days prior to the expiration of each policy, Tenant shall procure renewal insurance and within such period shall deliver to Landlord and/or any designee of Landlord the original renewal policy, or certificate thereof.

SECTION 22.1. All insurance provided by Tenant under this lease, shall be in companies licensed to do business in the State of Connecticut and in such form and in such amounts as required by this Lease. Tenant shall not carry separate insurance, concurrent in coverage and contributing in the event of loss with any insurance required to be furnished by Tenant under the provisions of this lease if the effect of such separate insurance would be to reduce the protection or the payment to be made under said insurance required to be furnished by Tenant, unless Landlord and any mortgagee, as aforesaid, are included as insureds with loss payable as hereinabove provided. Tenant shall promptly notify Landlord of the issuance of any such separate insurance and shall cause such policies to be delivered to Landlord as hereinafter provided.

SECTION 22.2. With respect to any policies of insurance provided by Tenant under any provisions of this lease, Tenant shall deliver to Landlord and/or any designee of Landlord at least five (5) days prior to the time such insurance is first required to be carried by Tenant, and thereafter at least ten (10) days prior to the expiration of any such policy,

either a duplicate original or certificate of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment therefor.

SECTION 22.3. Tenant shall pay all premiums and charges for all such policies, and if Tenant shall fail to make any such payment when due, or to carry any such policy, Landlord, at its option may, but shall not be obligated to, make such payment or carry such policy, and the amounts paid by Landlord with interest thereon at the then highest legal rate per annum from the date of payment, shall become due and payable by Tenant as additional rent with the next succeeding installment of Minimum Rent which shall become due after such payment by Landlord; but payment by Landlord of any such premiums or the carrying by Landlord of any such policy shall not be deemed to waive or release the default of Tenant with respect thereto, or the right of Landlord to take such action as may be permissible hereunder as in the case of default in the payment of rent.

SECTION 22.4. Tenant shall not violate or permit to be violated, any of the conditions or provisions of any such policy, and Tenant shall perform and satisfy the requirements of the companies writing such policies, which shall at all times be companies of good standing and satisfactory to Landlord or any mortgagee.

SECTION 22.5. Tenant and Landlord shall cooperate in connection with the collection of any insurance moneys that may be due in the event of a loss, and Tenant shall execute and deliver to Landlord such proofs of loss and other instruments which may be required for the purpose of obtaining the recovery of any such insurance moneys.

SECTION 23.1. INDEMNITY. Tenant agrees to indemnify and save Landlord harmless from and against any and all claims and demands (except such as result from the negligence of Landlord, or its respective agents, contractors, servants or employees) for, or in connection with, any accident, injury or damage whatsoever caused to any person or property arising, directly or indirectly, out of the business conducted in the Premises or occurring in, on or about the Premises or any part thereof or on the sidewalks adjoining the same, or arising directly or indirectly from any act or omission of Tenant or any concessionaire or subtenant or their respective licensees, servants, agents, employees or contractors, and from and against any and all costs, expenses and liabilities incurred in connection with any such claim or proceeding brought thereon, including reasonable counsel fees.

SECTION 24.1. DAMAGE OR DESTRUCTION. If the Premises shall be partially damaged by fire or other casualty insured under the insurance policies to be provided hereunder, the proceeds of any such insurance shall be paid to and received by the Landlord to apply the same to the repair and restoration of the Premises, and upon Landlord's receipt of the insurance proceeds, Landlord shall, except as otherwise provided herein, repair and restore the same (exclusive of Tenant's trade fixtures, decorations, signs and contents) as nearly as possible to the condition thereof immediately prior to such damage or destruction, limited, however, to the extent of the insurance proceeds received by Landlord therefor. If by reason of such occurrence: (a) the Premises is rendered wholly untenable, or (b) the Premises is damaged in whole or

in part as a result of a risk which is not covered by insurance policies, or (c) the Premises is damaged in whole or in part during the last three (3) years of the term hereof, or (d) the building of which the Premises forms a part is damaged (whether or not the Premises is damaged) to an extent of fifty percent (50%) or more of the then monetary value thereof, Landlord or Tenant may elect to cancel this lease by written notice of cancellation given to the other within sixty (60) days after the date of such occurrence, and thereupon this lease shall cease and terminate with the same force and effect as though the date set forth in the Landlord's said notice were the date herein fixed for the expiration of the term hereof and Tenant shall vacate and surrender the Premises to Landlord.

Tenant's liability for the rents reserved hereunder shall cease as of the date of such casualty and closure of Tenant's business. Unless this lease is terminated as aforesaid, this lease shall remain in full force and effect and the parties waive the provisions of any law to the contrary, and Tenant shall repair, restore or replace Tenant's trade fixtures, decorations, signs and contents in the Premises in a manner and to at least a condition equal to that existing prior to their damage or destruction. Except for a casualty that prevents Tenant from operating its business, there shall be no abatement of rent or other charges because of any fire or other casualty of any extent and this lease shall continue in full force and effect and Tenant shall perform all of the terms, covenants and conditions hereof. Tenant shall not be entitled to and hereby waives all claims against Landlord for any compensation or damage for loss of use of the whole or any part of the Premises and/or for any inconvenience or annoyance occasioned by any such damage, destruction, repair or restoration.

SECTION 25.1. EMINENT DOMAIN.

(a) Total: If the whole of the Premises shall be acquired or taken by eminent domain for any public or quasi-public use or purpose or by private purchase in lieu thereof, then this lease and the term hereof shall automatically cease and terminate as of the date of title vesting in such proceedings.

(b) Partial: If any part of the Premises shall be so taken and such partial taking shall render that portion not so taken unsuitable for the purposes for which the Premises were leased (except for the amount of floor space), then Landlord or Tenant may terminate this lease by written notice given to the other within sixty (60) days after the date of title vesting in such proceeding.

(c) If this lease is terminated as provided in this Section, all rents shall be paid by Tenant up to the date that possession is so taken by public authority and Landlord shall make an equitable refund of any rents paid by Tenant in advance and not yet earned.

(d) Award: All damages or compensation awarded or paid for any such taking, whether for the whole or a part of the Premises or any part of the land, buildings and improvements constituting the Premises, shall belong to and be the property of Landlord without any participation by Tenant, whether such damages or compensation shall be awarded or paid for diminution in value of the fee or any interest of Landlord in any ground or underlying lease covering the leasehold estate created hereby, and Tenant hereby expressly waives and relinquishes all claims to such award or compensation or any part thereof and of the right to participate in any such condemnation proceedings against the owners of any interest in the Premises; provided, however, that nothing herein contained shall be construed to preclude Tenant from prosecuting any claim directly

against the condemning authority, but not against Landlord, for the value of or damages to and/or for the cost of removal of Tenant's movable trade fixtures and other personal property which under the terms of this lease would remain Tenant's property upon the expiration of the term of this lease, as may be recoverable by Tenant's own right; provided, further, that no such claim shall diminish or otherwise adversely affect Landlord's award. Each party agrees to execute and deliver to the other all instruments that may be required to effectuate the provisions of this Section.

SECTION 26.1. BANKRUPTCY. If at any time after the date of this lease (whether prior to the commencement of or during the term of this lease):

(a) any proceedings in bankruptcy, insolvency or reorganization shall be instituted against Tenant pursuant to any federal or state law now or hereafter enacted, or any receiver or trustee shall be appointed of all or any portion of Tenant's business or property, or any execution or attachment shall issue against Tenant or any of Tenant's business or property or against the leasehold estate created hereby, and any of such proceedings, process or appointment be not discharged and dismissed within thirty (30) days from the date of such filing, appointment or issuance;

or

(b) Tenant shall be adjudged a bankrupt or insolvent, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall file a voluntary petition in bankruptcy or petitions for (or enters into) an arrangement or for reorganization, composition or any other arrangement with Tenant's creditors under any federal or state law now or hereafter enacted, or this lease or the estate of the Tenant herein shall pass to or devolve upon, by operation of law or otherwise, anyone other than Tenant (except as herein provided), the occurrence of anyone of such contingencies shall upon Landlord's election be deemed to constitute and shall be construed as a repudiation by Tenant of Tenant's obligations hereunder and shall cause this lease ipso facto to be cancelled and terminated, without thereby releasing Tenant, and upon such termination Landlord shall have the immediate right to re-enter the Premises and to remove all persons and property therefrom and this lease shall not be treated as an asset of the Tenant's estate and neither the Tenant nor anyone claiming by, through or under Tenant by virtue of any law or any order of any court shall be entitled to the possession of the Premises or to remain in the possession thereof. Upon the termination of this lease, as aforesaid, Landlord shall have the right to retain as partial damages, and not as a penalty, any prepaid rents and any security deposited by Tenant hereunder and Landlord shall also be entitled to exercise such rights and remedies to recover from Tenant as damages such amounts as are specified in Section 34.1 hereof, unless any statute or rule of law governing the proceedings in which such damages are to be proved shall lawfully limit the amount of such claims capable of being so proved, in which case Landlord shall be entitled to recover, as and for liquidated damages, the maximum amount which may be allowed under any such statute or rule of law. As used in this Section, the term "Tenant" shall be deemed to include Tenant and its successors and

assigns and the guarantor of the Tenant's obligations under this lease, if any.

SECTION 27.1. ACCESS TO PREMISES. Landlord and its designees shall have the right to enter upon the Premises at all reasonable hours upon reasonable prior notice to Tenant (and in emergencies at all times without notice) (a) to inspect the same; (b) to make repairs, additions or alterations to the Premises or the building in which the same are located or any property owned or controlled by Landlord; and (c) for any lawful purpose. If Landlord makes or causes any repairs to be made pursuant to the provisions of this lease, Landlord shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof, provided, however, that if Landlord shall enter the Premises for the purpose of making repairs, additions or alterations to the Premises required to be made by Landlord pursuant to the terms of this lease, Landlord shall be liable for damages to Tenant's stock by reason of its negligence in the performance thereof.

SECTION 28.1. NON-LIABILITY OF LANDLORD. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining the Premises, or any part thereof, or for any loss or damage resulting to Tenant or its property from water, gas, steam, fire, or the bursting, stoppage or leaking of sewer pipes.

SECTION 28.2. The term "Landlord" as used in this lease means only the owner or the mortgagee in possession for the time being of the building in which the Premises are located or the holder of a lease of both said building and the land thereunder so that in the event of any sale of said building or an assignment of this lease or any underlying lease or a demise of both said building and land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchaser(s), assignee(s) or lessee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Landlord thereafter accruing hereunder.

SECTION 29.1. DEFAULT. If Tenant defaults in fulfilling any of the covenants of this lease or if the Premises become vacant or deserted, then, in anyone or more of such events, upon Landlord's serving a written twenty (20) day notice upon Tenant specifying the nature of said default and upon the expiration of said twenty (20) days, if Tenant shall have failed to comply with or remedy such default in the meantime (but if such default shall be in the payment of rent or additional rent, upon Landlord serving a written ten (10) day notice upon Tenant and if Tenant shall have failed to pay the rent or additional rent than due within the said ten (10) days) or if the said default or omission complained of shall be of such a nature that the same cannot be completely cured or remedied within said twenty (20) day period and Tenant shall not have commenced curing such default within such twenty (20) day period and shall not thereafter with reasonable diligence and in good faith have proceeded to remedy or cure such default, then Landlord may serve a written ten (10) day notice of cancellation of this lease upon Tenant, and upon expiration of said ten (10) days this lease and the term thereunder shall end and expire as fully and completely as if the date of expiration of such ten (10) days period were the day herein

definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the Premises to Landlord and Tenant shall remain liable as hereinafter provided. If the notice herein before provided for shall have been given and the term shall expire as aforesaid, or if this lease shall terminate for any other reason, then Landlord may re-enter the Premises either by force, summary proceedings, ejectment or otherwise, and dispossess Tenant and the legal representatives of Tenant or other occupants of the Premises by force or otherwise and remove their effects and hold the Premises as if this lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end. In case of any default followed by re-entry, expiration and/or dispossess by summary proceedings, ejectment or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry or dispossess and/or expiration, together with such reasonable and necessary expenses as Landlord may incur for legal expenses, attorneys' fees, brokerage and/or putting the Premises in good order, or for preparing the same for re-rental; (b) Landlord may re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent and/or (c) Tenant shall also pay Landlord as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent and additional rents and other charges hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the Premises for each month of the period which would otherwise have constituted the balance of the term of this lease. In computing such liquidated damages there shall be added to the said deficiency such expenses as Landlord may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage and for keeping the Premises in good order or for preparing the same for re-letting. Any such liquidated damages shall be paid in monthly installments by Tenant on the rent days specified in this lease and any suit brought to collect the amount of the deficiency for any month shall not prejudice in any way the rights of Landlord to collect the deficiency for any subsequent month by a similar action or proceeding. Landlord at Landlord's option may make such alterations, repairs, replacements and/or decorations in the Premises, as the case may be, and thereafter Tenant covenants and agrees, if required by Landlord, to pay to Landlord until the end of the term of this lease the equivalent of the amount of all the rent reserved herein and all other charges required to be paid by Tenant, less the net avails of re-letting, if any, and the same shall be due and payable by Tenant to Landlord on the several rent days above specified, that is to say, upon each of such rent days Tenant shall pay to Landlord the amount of the deficiency then existing.

SECTION 30.1. SUBORDINATION. This lease is and shall be subject and subordinate to the lien of any mortgage, deed of trust, covenants, restrictions, easements and encumbrances now or hereafter affecting the fee title to the premises.

SECTION 31.1. TENANT'S CERTIFICATE. Tenant shall, without charge at any time and from time to time, within thirty (30) days after request by Landlord, certify by written instrument duly executed, acknowledged and delivered, to any mortgagee,

assignee of any mortgagee or purchaser, or any proposed mortgagee, proposed assignee of any mortgagee, or proposed purchase, or any other person, firm or corporation specified by Landlord:

(a) that this lease is unmodified and in full force and effect (or, if there has been modification,

that the same is in full force and effect as modified and stating the modifications);

(b) whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof upon the part of Tenant to be performed or complied with (and, if so, specifying the same); and

(c) the dates, if any, to which the rental(s) and other charges hereunder have been paid in advance.

SECTION 32.1. QUIET ENJOYMENT. Landlord covenants that it shall be lawfully seized of fee simple interest to the Premises subject to all liens and encumbrances and that it will have the full right and power to make this lease. The Landlord covenants that Tenant, on paying the rent reserved and performing the covenants and agreements herein contained, shall at all times during the term hereof peaceably and quietly hold and enjoy the leased Premises pursuant to the terms of this lease.

SECTION 33.1. RIGHT OF REDEMPTION. Tenant waives any and all rights of redemption conferred by statute or otherwise, to the extent legally authorized, upon the expiration of the term hereof, or a sooner termination of this lease under the provisions hereof, or upon the entry of final unappealable judgement for recovery of possession through any legal action or proceeding.

SECTION 34.1. WAIVER. One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

SECTION 35.1. INVALIDITY OF PARTICULAR PROVISIONS. If any provisions of this lease or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this lease and the application of such provision to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby and shall continue valid and be enforced to the fullest extent permitted by law.

SECTION 36.1. EXCAVATION AND SHORING. If any excavation, subsurface construction, remodeling or other building operation (hereinafter collectively referred to as an "excavation") shall be made or contemplated to be made for building or other purposes upon property, avenues, streets, alleys, vaults or passageways adjacent to, or nearby the Premises, Tenant shall, in its reasonable discretion, afford to the person or persons causing or authorized to cause such excavation the right to enter upon the Premises for the purpose of doing such work as such person or persons shall consider to

be necessary to the safety and preservation of any of the foundations, walls or structures of the building from injury or damage and to support the same by proper foundations.

SECTION 36.2. Tenant shall not, by reason of any such excavation or work, have any claim against Landlord for damages or indemnity or for suspension, diminution, abatement or reduction of rent under this lease so long as such excavation does not interfere with Tenant's business operations.

SECTION 37.1. NOTICES. Every notice, approval, consent or other communication authorized or required by this lease shall not be effective unless served in writing and sent by United States registered or certified mail, return receipt requested, Overnight delivery or hand delivery, directed, if to Tenant, to Tenant at the Premises, except that prior to the Commencement Date notices to Tenant shall be directed to Tenant at the address hereinabove specified on page 1 hereof; if to Landlord, to 25 Islandbrook Avenue, Bridgeport, CT 06610, Connecticut, or such other address as either party may designate by notice from time to time.

SECTION 38.1. HOLDING OVER. Any holding over after the expiration of the term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at the rent and additional rent herein specified and shall otherwise be on the terms and conditions herein specified, so far as applicable.

SECTION 39.1. EXCUSE OF PERFORMANCE. Anything in this lease to the contrary notwithstanding, providing such cause is not due to the neglect or willful act of such party, neither party shall be deemed in default with respect to the performance of any of the terms, covenants and conditions of this lease if same shall be due to any strike, lockout, civil commotions, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, inability to obtain any material or service, through act of God or other cause beyond the control of such party.

SECTION 40.1. FORCE MAJEURE. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

SECTION 41.1. SURRENDER OF PREMISES. On the last day or sooner termination of the term, Tenant shall quit and surrender the Premises broom-clean, in good condition and repair, reasonable wear and tear excepted. If the Premises be not surrendered as and when aforesaid, Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in so surrendering the Premises including, without limitation, any claims made by any succeeding occupant founded on such delay, Tenant's obligations under this Section shall survive the expiration or sooner termination of the term of this

lease.

SECTION 42.1. NO PARTNERSHIP. Landlord does not, in any way for any purpose, become a partner of Tenant in the conduct of its business or otherwise, or a joint venturer or a member of a joint enterprise with Tenant.

SECTION 43.1. SECURITY DEPOSIT. Tenant has deposited with Landlord the sum of Zero (\$-0-) Dollars, the receipt whereof, if by check subject to collection, is hereby acknowledged. Said deposit shall be held by Landlord, without liability for interest thereon, as security for the full and faithful performance by Tenant of each and every term, covenant and condition of this lease on the part of Tenant to be observed and performed. Such security deposit shall not be mortgaged, assigned, transferred or encumbered by Tenant without the written consent of Landlord and any such act on the part of Tenant shall be without force and effect and shall not be binding upon Landlord. If any of the rents herein reserved or any other sum payable by Tenant to Landlord shall be overdue and unpaid or should Landlord make payments on behalf of Tenant, or should Tenant fail to perform any of the terms of this lease, then Landlord may, at its option, and without prejudice to any other remedy which Landlord may have on account thereof, appropriate and apply said entire deposit or so much thereof as may be necessary to compensate Landlord toward the payment of the rents or other sums due from Tenant, or towards any loss, damage or expense sustained by Landlord resulting from such default on the part of Tenant: and in such event Tenant shall forthwith upon demand restore said security to the original sum deposited. In the event Tenant shall fully and faithfully comply with all of the terms, covenants and conditions of this lease and promptly pay all of the rentals as they fall due and all other sums payable by Tenant to Landlord, said deposit shall be returned in full to Tenant following the date of the expiration of the term hereof and the surrender of the Premises by Tenant in compliance with the provisions of this lease. In the event any bankruptcy, insolvency, reorganization or other creditor-debtor proceedings shall be instituted by or against Tenant, or its successors or assigns, or any guarantor of Tenant hereunder, such security deposit shall be deemed to be applied first to the payment of any rents and/or other charges due Landlord for all periods prior to the institution of such proceedings and the balance, if any, of such security deposit may be retained by Landlord in partial liquidation of Landlord's damages.

SECTION 44.1 OPTION TO RENEW. The Tenant shall have the right, to be exercised as provided below, to extend the term of this lease agreement for Two (2) successive periods of Five (5) years each on the following terms and conditions:

- (a) No default is existing or continuing in the performance of any of the terms of this lease agreement.
- (b) Each Five (5) year extension shall be on the same terms, covenants, and conditions as provided in this lease agreement except, the amount of the minimum rental to be paid shall be determined in accordance in paragraph (d) hereinafter.
- (c) There shall be no privilege to extend the term of this lease agreement for any period of time beyond the expiration of the second (2nd) extended term.
- (d) Subject to Section 2.1 above, on September 1, 2021, and September 1, 2026,

the minimum rental specified in this lease agreement shall be subject to increase in accordance with changes in the Consumer Price Index. The Consumer Price Index shall mean the average for "all items" shown on the "United States city average for urban wage earners and clerical workers, all items, groups, sub-groups, and special groups of items as promulgated by the Bureau of Labor Statistics of the United States Department of Labor", using the year 2016 as a base of 100.

For the period from September 1, 2021, through August 31, 2022, the minimum rental shall bear the same ratio to the Consumer Price Index for September 1, 2021, as Thirty Nine Thousand Seven Hundred Thirty Two (\$39,732.00) Dollars bears to the Consumer Price Index for September 1, 2016. The annual base rent established by this calculation shall remain constant for the remainder of the term to August 31, 2026.

For the period from September 1, 2026, through August 31, 2031, the minimum rental shall bear the same ratio to the Consumer Price Index for September 1, 2026, as Thirty Nine Thousand Seven Hundred Thirty Two (\$39,732.00) Dollars bears to the Consumer Price Index for September 1, 2016. The annual base rent established by this calculation shall remain constant for the remainder of the term to July 31, 2031.

In no event, however, shall the minimum annual rental for the period September 1, 2021 to August 31, 2026, be less than Forty Two Thousand Two Hundred Thirty Two (\$42,232.00) Dollars. The minimum annual rental for the period September 1, 2016 to August 31, 2031 shall not be less than Forty Four Thousand Seven Hundred Thirty Two (\$44,732.00) Dollars.

In the event that the Consumer Price Index ceases to incorporate a significant number of items, or it a substantial change is made in the method of establishing the Consumer Price Index, then the Consumer Price Index shall be adjusted to the figure that would have resulted should no change occurred in the manner of computing the Consumer Price Index. In the event that the Consumer Price Index (or a successor or substitute index) is not available, a reliable governmental or other nonpartisan publication, evaluating the information thereto for use in determining the Consumer Price Index, shall be used in lieu of the Consumer Price Index.

SECTION 45.1 EXERCISE OF OPTION TO RENEW. The Tenant shall exercise its right to an extension in the following manner:

- (a) At least Six (6) Months prior to the expiration of the initial term, and at least Six (6) Months prior to the expiration of the extended term, the Tenant shall notify Landlord in writing of its election to exercise the right to extend the term of this lease agreement for the first or a subsequent extension term, as the case may be.
- (b) On the giving of such notice of election, this lease agreement, subject to the terms of this provision, shall be deemed to be extended for a period of Five (5) years from the date of expiration of the initial term or from the date of

expiration of the extended term during which such notice is given, as the case may be, without the execution of any further lease or instrument.

SECTION 46.1. MISCELLANEOUS. No oral statement shall have any force or effect. No waiver of any provision of this lease shall be effective unless in writing, signed by the waiving party. Tenant agrees that it is not relying on representations, warranties or agreements of any kind or nature other than those contained in this lease. This lease shall not be modified except by a writing signed by the party to be charged, nor may this lease be cancelled by Tenant except with the written consent of Landlord, unless otherwise specifically provided herein.

SECTION 47.1. Except as otherwise provided in this lease, the covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, and permitted successors and assigns.

SECTION 48.1. Notwithstanding anything to the contrary in this Lease, Landlord hereby agrees that at any time during the term of this Lease, Tenant, or its authorized agent, shall have the right to install, in and on the roof of the Premises, a satellite communications system (the "satellite system"), including antenna and related equipment. The satellite system shall be installed at no cost to Landlord, and in accordance with all applicable laws, rules and regulations. Additionally, Tenant shall defend, indemnify, and hold Landlord harmless from and against any claims, costs or expenses incurred by Landlord as a result of such installation by Tenant. Tenant shall be solely responsible for the maintenance and repair thereof, at Tenant's sole cost and expense. At the expiration or other termination of the Lease, said equipment shall remain the property of Tenant, and may be removed by Tenant, provided that Tenant shall repair any and all damage caused by such removal.

SECTION 49.1. INDUCEMENT. To induce Tenant to execute this lease, and in consideration thereof, Landlord represents and warrants Landlord has good and marketable title to the Premises free of all liens, encumbrances, easements, restrictions, rights and conditions of record, except those existing on the date hereof.

SECTION 50.1 RIGHT OF FIRST REFUSAL. Should the Landlord elect to sell all or any portion of the property known as 9 Islandbrook Avenue, Bridgeport, Connecticut, during the term of this lease or any extensions thereof, Tenant shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of any such offer being considered by the Landlord within thirty (30) days after written notice thereof from the Landlord to the Tenant. To exercise its right of first refusal Tenant must give Landlord notice of acceptance within the said thirty (30) day period. Thereafter, within ten (10) days after the option has been exercised, Tenant and Landlord will execute and acknowledge in triplicate a contract of sale. In the event the Tenant does not exercise said option within the thirty (30) day notice period, then Landlord may proceed with sale of the premises to such third person in accordance with the terms and conditions of his offer.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST:

MLW, Inc.

BY:

Charles Wade
Its President

Architectural Group, LLC

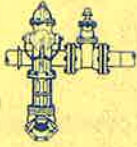
BY:

Member duly authorized

A11

NEWINGTON, CT 06131-0257: 3310 BERLIN TPKE. • P.O. BOX 310257
 (860) 666-5634 • (860) 666-0124 (FAX) • 1-800-382-4581

ORDER



GROTON, CT 06340: 86 BRIDGE STREET
 (860) 405-0146 • (860) 405-0153 (FAX)

24-Hour Emergency Service

BRIDGEPORT, CT 06606: 9 ISLAND BROOK AVE.
 (203) 384-9402 • (203) 384-9406 (FAX)

DATE: 6/15/98 PAGE: 1 ORDER NO.: 73710 CUST. NO.: EPPCO3
 2:17pm

Water ♦ Sewer ♦ Drain

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NEWINGTON TO BRIDGEPORT
 9 ISLAND BROOK AVE.
 BRIDGEPORT, CT. 06606

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9 ISLAND BROOK AVE.
 BRIDGEPORT, CT. 06606
 203-384-9402

DATE RQST'D/SHP'D	CONTACT/PHONE	P.O. NO.	SHIP VIA	SLMN	INV NO.	LOC.	LB	DB	✓'D BY
6/15/98	JOE CISZ X-115	VERBAL/PO	EPPCO STOCK TRANSFER	DT		NB			

SPECIAL INSTRUCTIONS
 TAB FOR 0/E#73708

ITEM NO.	DESCRIPTION	QUANTITY ORDERED	UNITS	QUANTITY SHIPPED	QUANTITY BK-ORDER	UNIT PRICE	EXTENSION
XN06F	6" BLIND FLANGE C110 BARE W/O ACC.	2	EA	2			
XN06	6" FULL FACED RFD RUBBER GASKET	2	EA	2			

ASK ABOUT OUR JOB SITE SERVICES & NEW SDH
 SLIDE RAIL SHORING SYSTEM !!

All orders are subject to the terms and conditions printed on the reverse side of this form.
Returns are accepted only with prior written permission and may be subject to a 25% handling charge. No return of special orders.

Received in satisfactory condition

144811

X David A. Lal 6-16-98 _____
 Customer Signature Print Name Here Date

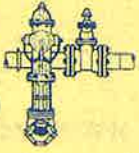
CUSTOMER COPY

NEWINGTON, CT 06131-0257: 3310 BERLIN TPKE. • P.O. BOX 310257
 (860) 666-5634 • (860) 666-0124 (FAX) • 1-800-382-4581

ORDER



Eastern Pipe Products Company



GROTON, CT 06340: 86 BRIDGE STREET
 (860) 405-0146 • (860) 405-0153 (FAX)

24-Hour Emergency Service

BRIDGEPORT, CT 06606: 9 ISLAND BROOK AVE.
 (203) 384-9402 • (203) 384-9406 (FAX)

DATE: 6/15/98 PAGE: 1 ORDER NO.: 73739 CUST. NO.: EPPC03

4:06pm

9 ISLAND BROOK AVE.
 BRIDGEPORT, CT. 06606
 203-384-9402

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Water ♦ Sewer ♦ Drain

NEWINGTON TO BRIDGEPORT
 9 ISLAND BROOK AVE.
 BRIDGEPORT, CT. 06606

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DATE RQST'D/SHP'D	CONTACT/PHONE	P.O. NO.	SHIP VIA	SLMN	INV NO.	LOC	LB	DB	✓'D BY
6/15/98	JOE CISZ X-118	VERBAL/PO	EPPCO STOCK TRANSFER	DT		NB			

SPECIAL INSTRUCTIONS

ITEM NO.	DESCRIPTION	QUANTITY ORDERED	QUANTITY SHIPPED	QUANTITY BK-ORDER	UNIT PRICE	EXTENSION
XJB42CP	4"x2" MJ TAP CAP C153 USA H082361	6 EA	6			

ASK ABOUT OUR JOB SITE SERVICES & NEW SHI
 SLIDE RAIL SHORING SYSTEM!!!

All orders are subject to the terms and conditions printed on the reverse side of this form.

Returns are accepted only with prior written permission and may be subject to a 25% handling charge. No return of special orders.

144816

Received in satisfactory condition

X *David A. [Signature]* 6-16-98
 Customer Signature

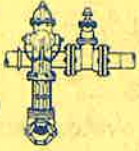
Print Name Here

Date

CUSTOMER COPY

NEWINGTON, CT 06131-0257: 3310 BERLIN TPKE. • P.O. BOX 310257
 (860) 666-5634 • (860) 666-0124 (FAX) • 1-800-382-4581

ORDER



GROTON, CT 06340: 86 BRIDGE STREET
 (860) 405-0146 • (860) 405-0153 (FAX)

24-Hour Emergency Service

BRIDGEPORT, CT 06606: 9 ISLAND BROOK AVE.
 (203) 384-9402 • (203) 384-9406 (FAX)

DATE: 6/15/98 PAGE: 1 ORDER NO.: 73716 CUST. NO.: EPPCO03
 2:44pm

98

9 ISLAND BROOK AVE.
 BRIDGEPORT, CT. 06606
 203-384-9402

Water ♦ Sewer ♦ Drain

NEWINGTON TO BRIDGEPORT
 9 ISLAND BROOK AVE.
 BRIDGEPORT, CT. 06606

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DATE RQST'D/SHP'D	CONTACT/PHONE	P.O. NO.	SHIP VIA	SLMN	INV NO.	LOC	LB	DB	✓'D BY
6/15/98	JOE CISZ X-118	VERBAL/PO	EPPCO STOCK TRANSFER	DT		NB			

SPECIAL INSTRUCTIONS

ITEM NO.	DESCRIPTION	QUANTITY ORDERED	UNITS	QUANTITY SHIPPED	QUANTITY BK-ORDER	UNIT PRICE	EXTENSION
100680	8" FERRO CONG-CI/PVC (10.25-8.50)	4	EA	4			

ASK ABOUT OUR JOB SITE SERVICES & NEW SHI
 SLIDE RAIL SLIDING SYSTEM!!!

All orders are subject to the terms and conditions printed on the reverse side of this form.
 Returns are accepted only with prior written permission and may be subject to a 25% handling charge. No return of special orders.

144812

Received in satisfactory condition

X David A. Hill

Customer Signature

Print Name Here

Date

CUSTOMER COPY

A12

EPPCO - Eastern Pipe Products Company

Charge Order #: 111172

*3310 Berlin TnPk. Rte's 5&15
Newington, Ct. 06111

Ordered: 8/17/99 11:36am

*06 Bridge St. Groton, Ct. 06340

Page #: 1

*9 Island Brook Av. Bridgeport, Ct. 06606

Customer #: ZZZZZ5

SOLD TO: EPPCO BRIDGEPORT CONNECTICUT
9 ISLAND BROOK AVE.
BRIDGEPORT, CT
06606

PO #: VERBAL/PO#

Contact: DAVE X-133/55

Sales Writer: DTT

FOB Location: NB

SHIP TO: TRANSFER FROM NEWINGTON YARD
TAG:111171 B & R

Ship Via: EPPCO : NEWINGTON

Date Requested: 8/18/99

Special Shipping Instructions:

FOR 24 HOUR EMERGENCY SERVICE CALL
NEWINGTON: 800-382-4581
GROTON: 877-873-7726 BRIDGEPORT: 877-384-9402

ITEM#	ITEM DESCRIPTION	QTY ORDERED	UNIT	SHIPPED	B/O	LOC
PVP0410HP	4"x10' HANCOR DRAIN SDR38 PERF. (900P)	1800.00	LF	<u>1800'</u>		B
PVP0610S	6"x10' PVC SOLID D2729 BOE 260P JM	520.00	LF	<u>520'</u>		B
GPK064TY	6"x4" TEE-WYE 3034 RET BBB 113-0064 GPK	1.00	EA	<u>1</u>		B
GPKD064T	6"x4" PVC TEE SW 203-0064 GPK	2.00	EA	<u>2</u>		B

BOB - CALL ME ON THIS ORDER THANKS DAVE

MATERIAL RECEIVED IN GOOD AND SATISFACTORY CONDITION: "PROOF OF DELIVERY"

[Handwritten Signature]
CUSTOMER SIGNATURE

PRINTED NAME

8/18/99
DATE RECEIVED

ALL ORDERS ARE SUBJECT TO THE TERMS AND CONDITIONS OF EPPCO'S INVOICE AND QUOTATIONS.
RETURNS ARE ONLY ACCEPTED WITH PRIOR AUTHORIZATION AND MAY BE SUBJECT TO A 25% HANDLING CHARGE
NO RETURNS ALLOWED ON SPECIAL ORDERED ITEMS, COPPER AND DUCTILE IRON PIPE.

INVOICE 111172 316072 LOADED: [initials] CHECKED: [initials] DELIVERED: [initials] TIME IN: 142 TIME OUT: _____
White - Proof of Delivery Yellow - Yard Copy Pink - Customer Copy Green - Control Copy

1 316072 8/20/99ZZZZZ5 111172

CREDIT MEMO

EPPCO BRIDGEPORT CONNECTICUT
9 ISLAND BROOK AVE.
BRIDGEPORT, CT

TRANSFER FROM NEWINGTON YARD
TAG:111171 B & R

06606

8/18/99	VERBAL/PO#	EPPCO : NEWINGTON	AS NOTED ABOVE
DAVE X-133/55	DT	DUE UPON RECEIP	DTT B NB

PVP0410HP	4"x10' HANCOR DRAIN SDR38 PERF. (900P)	1800.00 - LF	0.45	810.00 -
PVP0610S	6"x10' PVC SOLID D2729 BOE 260P JM	520.00 - LF	0.80	416.00 -
GPK064TY	6"x4" TEE-WYE 3034 RET BBB 113-0064 GPK	1.00 - EA	12.30	12.30 -
GPKD064T	6"x4" PVC TEE SW 203-0064 GPK	2.00 - EA	6.00	12.00 -

** SUB-TOTAL **	1,250.30 -
** SALES TAX **	0.00 -
** FREIGHT **	0.00 -
** HANDLING **	0.00 -

1,250.30 -

EPPCO - Eastern Pipe Products Company

Charge Order #: 111151

*3310 Berlin Tnkp. Rte's 5&15
Newington, Ct. 06111

Ordered: 8/17/99 10:05am

*86 Bridge St. Groton, Ct. 06340

Page #: 1

*9 Island Brook Av. Bridgeport, Ct. 06606

Customer #: ZZZZZZ

PO #: VERBAL/PO#

8/18/99 VERBAL/PO#
SOLD TO: EPPCO BRIDGEPORT CONNECTICUT
9 ISLAND BROOK AVE.
BRIDGEPORT, CT

AS NOTED ABOVE
Contact: DAVE X-133/55

ONE UPON RECEIPT
Sales Writer: DTT

FOB Location: NB

06606

Ship to: EPPCO : NEWINGTON

SHIP TO: TRANSFER FROM NEWINGTON YARD

Date Requested: 8/18/99

TAG:STOCK

** SUB-TOTAL ** 4,649.50

Special Shipping Instructions:

FOR 24 HOUR EMERGENCY SERVICE CALL

NEWINGTON: 800-382-4581

GROTON: 877-873-7726 BRIDGEPORT: 877-384-9402

ITEM#	ITEM DESCRIPTION	QTY ORDERED	UNIT	SHIPPED	B/O	LOC
XVRT08R	8" TAP/VALVE RW RIGHT T2360-16 AWWA-ULFM	4.00	EA	<u>4</u>		B
IF1HC20	HI-CAP 16" H20 INFILTRATOR (45 PALLET)	45.00	EA	<u>45</u>		B
IF1HC30	HI-CAP 16" CAP 4" INLET	10.00	EA	<u>10</u>		B
IF1HC40	HI-CAP 16" CAP SOLID	10.00	EA	<u>10</u>		B

BOB - IF YOU CAN BRING DOWN TODAY I WOULD APPRECIATE IT THANKS DAVE

MATERIAL RECEIVED IN GOOD AND SATISFACTORY CONDITION: "PROOF OF DELIVERY"

David Att

8/18/99

CUSTOMER SIGNATURE

PRINTED NAME

DATE RECEIVED

ALL ORDERS ARE SUBJECT TO THE TERMS AND CONDITIONS OF EPPCO'S INVOICE AND QUOTATIONS.
RETURNS ARE ONLY ACCEPTED WITH PRIOR AUTHORIZATION AND MAY BE SUBJECT TO A 25% HANDLING CHARGE
NO RETURNS ALLOWED ON SPECIAL ORDERED ITEMS, COPPER AND DUCTILE IRON PIPE.

111515
INVOICE 316073 - LOADED: *BF* CHECKED: *PD* DELIVERED: *PM* TIME IN: 142 TIME OUT:
White - Proof of Delivery Yellow - Yard Copy Pink - Customer Copy Green - Control Copy

CREDIT MEMO

1 316073 8/20/99ZZZZZ5 111151

EPPCO BRIDGEPORT CONNECTICUT
9 ISLAND BROOK AVE.
BRIDGEPORT, CT

TRANSFER FROM NEWINGTON YARD

TAG:STOCK

06606

8/18/99

VERBAL/PO#

EPPCO : NEWINGTON

AS NOTED ABOVE

DAVE X-133/55

DT

DUE UPON RECEIP

DTT

B

NB

QTY	DESCRIPTION	UNIT PRICE	EA	NET	TOTAL
4.00	8" TAP/VALVE RW RIGHT T2360-16 AWWA-ULFM	656.75	- EA	2,627.00	--
45.00	HI-CAP 16" H2O INFILTRATOR (45 PALLET)	40.90	- EA	1,840.50	--
10.00	HI-CAP 16" CAP 4" INLET	9.10	- EA	91.00	--
10.00	HI-CAP 16" CAP SOLID	9.10	- EA	91.00	--

** SUB-TOTAL ** 4,649.50 --

** SALES TAX ** 0.00 --

** FREIGHT ** 0.00 --

** HANDLING ** 0.00 --

4,649.50 --

EPPCO - Eastern Pipe Products Company

Charge Order #: 111348 111340

*3310 Berlin TnPk. Rte's 5&15
Newington, Ct. 06111

Ordered: 8/18/99 1:58pm

*86 Bridge St. Groton, Ct. 06340

Page #: 1

*9 Island Brook Av. Bridgeport, Ct. 06606

Customer #: ZZZZZ5

PO #: VERBAL/PO#

SOLD TO: EPPCO BRIDGEPORT CONNECTICUT
9 ISLAND BROOK AVE.
BRIDGEPORT, CT

Contact: DAVE X-133/55

06606

Sales Writer: DTT

FOB Locations: GB

SHIP TO: TRANSFER FROM GROTON YARD

Ship Via: EPPCO : GROTON

TAG:0/E#110743

Date Requested: 8/19/99

Special Shipping Instructions:

FOR 24 HOUR EMERGENCY SERVICE CALL

NEWINGTON: 800-382-4581

GROTON: 877-873-7726 BRIDGEPORT: 877-384-9402

ITEM#	ITEM DESCRIPTION	QTY ORDERED	UNIT	SHIPPED	B/O	LOC
XVR04L	4" GATE VALVE LEFT RW A2360-20 AWWA-U1FM	3.00	EA	<u>3</u>		B
IS117BC	VALVE BOX 24"x18" (NDS-117BC)	2.00	EA	<u>2</u>		B
XI0645EB	6"x4" PE x MJ Small reducer	<u>1</u>	EA	<u>1</u>		
QL PL 032	32 oz PVC CEMENT	<u>2</u>		<u>2</u>		
QL PL 032	32 oz RATTLE PRIMER	<u>2</u>		<u>2</u>		

MATERIAL RECEIVED IN GOOD AND SATISFACTORY CONDITION: "PROOF OF DELIVERY"

David All
CUSTOMER SIGNATURE

PRINTED NAME

8-20-99
DATE RECEIVED

ALL ORDERS ARE SUBJECT TO THE TERMS AND CONDITIONS OF EPPCO'S INVOICE AND QUOTATIONS.
RETURNS ARE ONLY ACCEPTED WITH PRIOR AUTHORIZATION AND MAY BE SUBJECT TO A 25% HANDLING CHARGE.
NO RETURNS ALLOWED ON SPECIAL ORDERED ITEMS, COPPER AND DUCTILE IRON PIPE.

INVOICE ¹¹¹³⁴⁸ 316069. LOADED: _____ CHECKED: _____ DELIVERED: _____ TIME IN: _____ TIME OUT: _____
Copy Green - Control Copy

1 316069 8/20/99ZZZZZ5 111348

CREDIT MEMO

EPPCO BRIDGEPORT CONNECTICUT
9 ISLAND BROOK AVE.
BRIDGEPORT, CT

TRANSFER FROM GROTON YARD

TAG:0/E#110743

06606

8/19/99	VERBAL/PO#	EPPCO : GROTON	AS NOTED ABOVE
DAVE X-133/55	DT	DUE UPON RECEIP	DTT B GB

XVR04L	4" GATE VALVE LEFT RW A2360-20 AWWA-ULFM	3.00 - EA	255.85	767.55 -
IS117BC	VALVE BOX 24"x18" (NDS-117BC)	2.00 - EA	55.95	111.90 -
XJ064SEB	6"x4" PEXMJ REDUCER C153 USA #078340	1.00 - EA	34.45	34.45 -
QLPC032	CEMENT HD PVC 32oz. #HP32 WHITLAM	2.00 - EA	9.95	19.90 -
QLPP032	PRIMER PURPLE 32oz. #212	2.00 - EA	7.95	15.90 -

** SUB-TOTAL ** 949.70 -

** SALES TAX ** 0.00 -

** FREIGHT ** 0.00 -

** HANDLING ** 0.00 -

949.70 -

A13

Printed: 09:07:04 OCT 02 2001

Letter ID: L747365

From: David Telman - 578 Newington

To: Ed Michalek - 576 Newington

Date: 02 OCT 2001

Subject: END OF MONTH INVENTORY

Ed - End of month inventory for branch #578

Inventory dollars = \$279,666.30
Inventory days = 72.1

Adjusted dollars = \$234,810.25
Adjusted days = 60.5

No sales 6 months = \$9,763.00
No sales 12 months = \$64.00

If anything else is needed please let me know.
Thanks

Dave

cc: Brian Violette - 576 Newington

Deliver to: David Telman

Page 1

INVENTORY INVESTMENT REPORT FOR WASE 578 FEL - BRIDGEPORT
09/30/01

P.01/03

OCT-02-2001 08:53

LINE	DESCRIPTION	SEPTEMBER INVENTORY	DAYS	AUGUST INVENTORY	DAYS	JULY INVENTORY	DAYS
21	IMP CP BRASS FTG,NIPPLE; RED B	108.31	42.2	108.63	117.9	116.91	121.7
22	DOM CP BRASS FTG,NIPPLE; RED B	18.27	3.7	18.27	32.8	16.96	186.4
78	RED&WHITE VALVES, JOMAR & B&K	0.00	0.0	0.00	0.0	246.87	***
99	OTHER INDUSTRIAL VALVES.	2,533.83	***	2,533.83	***	2,533.83	***
100	PVC ABS&DNV, SCH40, PR160, PR200,	2,311.83	196.8	2,376.19	100.6	2,469.90	74.1
16	COPPER TUBING COIL	1,381.30	21.9	2,182.43	45.8	3,151.13	63.4
24	POLYETHYLENE PIPE & FTGS	190.34	746.4	190.34	746.4	205.62	144.3
28	PVC SCH40 FITTINGS	93.16	96.6	360.92	131.0	409.28	161.8
132	PVC SCH80 FITTINGS	117.22	***	117.22	***	117.22	32.6
134	SEWER & DRAIN FITTINGS PVC,ABS	122.01	62.4	135.57	43.5	160.04	292.6
136	PVC DNV FITTINGS	210.35	667.8	220.72	12.9	208.66	10.4
247	DIXON	41.52	***	41.52	***	41.52	3460.0
243	NO-HUB SOIL PIPE, FTGS & ACCES	9.11	***	9.11	***	9.11	***
156	SV & XH BASKETS	1.25	***	1.25	***	1.25	***
260	NO-HUB COUPLINGS	3.16	***	3.16	***	3.16	***
166	PASCO	3.45	***	3.45	***	3.45	13.9
267	JONES STEPHENS CORP	43.25	***	43.25	***	43.25	***
272	COMP COUP;CLAMPS;TELSCO,CLAMPE	19.08	***	19.08	***	19.08	***
276	FERNCO & DALLAS SPECIALTY	1,742.39	127.3	2,352.38	131.7	2,209.35	105.1
280	JOSAM,WADE; OTHER SPEC DRAINS.	98.97	114.0	151.07	1013.9	160.01	***
287	MICHIGAN HANGERS AND ACCY	938.07	547.9	938.07	398.0	1,040.77	52.3
294	ALL THREAD ROD	106.86	314.3	106.86	124.1	127.26	244.3
298	BOLTS, NUTS & WASHERS	2,501.11	1507.6	2,507.23	842.5	2,508.51	742.2
136	DATEY	0.00	0.0	10.20	13.0	36.72	83.1
342	OTHER CHEMICALS & COMPOUNDS	221.51	235.6	230.02	51.8	245.48	13.5
149	KRYLON,SPRAYON,RUSTOLEUM	175.78	113.4	169.39	36.7	114.26	24.2
358	NON-ASBES,ASBES,RUBBER & TEF G	3.68	4.9	3.68	***	3.68	***
375	CHEPNE	76.21	***	76.21	***	76.21	***
592	MISC. PUMP TANKS & ACCESSORIES	6,213.87	44.3	5,711.71	56.1	11,340.67	546.1
399	ZOELLER	5.36	***	5.36	***	5.36	***
500	MISC. WATER CONDITIONING EQUIP	192.40	***	192.40	***	192.40	***
360	PVC PRESSURE PIPE DR-21-26	190.80	***	190.80	11.7	190.80	11.3
861	PVC PRESSURE PIPE DR-14, 18, 2	887.40	332.7	887.40	332.7	1,047.40	***
367	PVC NON-PRESS. SEWER PIPE DR35	14,501.19	47.8	15,310.17	35.3	28,814.39	32.9
874	ADS CORR HDPE DRAIN PIPE FTGS	5,229.00	15.7	8,734.43	24.6	10,110.56	45.4
375	PVC DR35 SOLVENT WELD SEWER FT	1,551.84	158.9	1,767.21	220.6	668.87	66.1
876	CORRUGATED METAL PIPE & FTGS.	442.73	***	442.79	***	442.79	***

Deliver To: Brian Violette

INVENTORY INVESTMENT REPORT FOR WHSE 578 FEI - BRIDGEPORT
09/30/01

P.02/03

OCT-02-2001 08:53

NE	DESCRIPTION	SEPTEMBER		AUGUST		JULY	
		INVENTORY	DAYS	INVENTORY	DAYS	INVENTORY	DAYS
77	DUCTILE IRON PRESSURE PIPE	9,334.79	22.9	10,068.25	16.3	16,710.50	34.3
78	DUCTILE IRON FLANGED PIPE	205.78	77.2	205.78	35.9	205.78	46.8
80	PVC PRESSURE FTGS C900 - DR-21	269.50	***	269.50	***	269.50	***
81	PVC DR35 BASKETED SEWER FTGS	10,860.90	122.9	11,606.90	158.5	10,433.67	232.7
85	DOMESTIC DI FB MECH JT FITTING	11,831.50	686.6	12,311.74	227.3	12,521.60	180.3
86	DOMESTIC DI MECH JT. FTGS	39,166.35	213.2	46,016.77	157.0	46,559.69	209.8
87	MISC CORRUG HOPE DRAIN PIPE FT	257.83	8534.3	257.83	101.0	259.63	94.2
88	DOMESTIC DI FLANGED FTGS	556.56	***	585.00	***	585.00	***
91	GLANDS, GASKETS, & MISC. MJ AC	3,168.12	637.2	3,223.64	214.6	3,453.07	238.0
97	KENNEDY HYDRANTS, EXTENSIONS,	15,312.68	52.5	17,373.32	57.0	9,073.87	39.4
111	MUELLER AWWA VALVES	51,460.86	63.5	51,534.77	52.4	68,816.85	90.4
112	MUELLER HYDRANTS EXTENSIONS &	4,042.19	***	4,042.19	34.5	4,042.19	26.9
113	MUELLER UL/FM VALVES, DETEC. C	231.05	***	231.05	***	231.05	***
114	MUELLER UL/FM HYDRANTS & POSTS	2.64	0.3	24.08	3.0	94.84	10.2
129	MUELLER WATERWORKS BRASS	3,121.92	33.0	2,939.87	42.1	2,320.59	15.4
143	ROMAC PIPE REPAIR PRODUCTS	79.20	75.9	141.77	135.9	79.20	***
146	SMITH-BLAIR PIPE REPAIR PRODUC	19,658.40	89.9	24,100.45	94.7	18,455.76	82.8
149	MUELLER PIPE REPAIR PRODUCTS	354.08	***	354.08	***	354.08	***
152	MISC. PIPE REPAIR PRODUCTS	1,213.15	20.0	3,160.07	51.9	5,850.60	150.6
153	POWERSEAL PIPE PRODUCTS	61.79	***	61.79	***	61.79	***
155	EBAA JOINT RESTRAINT PRODUCTS	14,368.29	40.5	15,320.22	31.0	18,898.01	44.7
163	MISC METER BOXES & COVERS ALL	307.46	18.3	307.46	48.9	336.06	40.5
164	IRON VALVE & ROADWAY BOXES & A	1,047.52	7.9	5,154.84	34.4	1,881.46	16.0
167	MANHOLE STRUCTURES & ACCESS	375.94	164.5	375.94	164.5	479.06	1717.1
170	WATERWORKS TOOLS & ACCESSORIES	7.30	5.1	7.30	2.5	34.62	76.1
180	CONSTRUCTION FABRICS	3,642.18	35.1	4,327.83	49.4	5,129.22	56.4
140	CONDUIT PIPE.	1,740.82	166.1	1,922.07	196.1	1,452.84	464.9
141	PVC CONDUIT FITTINGS	262.16	67.1	260.47	66.4	378.25	842.4
152	BATTERIES, FLASHLIGHTS	11.84	***	11.84	***	11.84	***
202	MISC. ABRASIVES	117.24	***	117.24	***	117.24	***
269	CABOT SAFETY CORPORATION	6.26	***	6.26	***	6.26	***
292	LEBARON FOUNDRY	41,213.22	738.8	43,668.59	593.7	43,068.41	251.9
316	DIXON TICONDEROGA CO.	0.94	***	0.94	***	0.94	***
340	FLORIDA HARDWARE COMPANY	3.52	***	3.52	***	3.52	***
428	LENOX - AMERICAN SAW & MFG. CO	7.28	***	7.28	***	7.28	75.1
438	LUFKIN - DIV OF COOPER TOOLS	4.55	***	4.55	***	4.55	***
600	MISC SAFETY PRODUCTS	1,021.60	137.0	1,223.60	255.8	1,434.86	691.0

liver To: Brian Violette

SEPTEMBER 2001 Inventory \$ for Products with No Sales in Selected Periods from 6-12 Months
 Specials, No Value Products, and Unranked Products less than 6 Months Old Have Been Excluded

Dead Inventory Profile - for All Linebuys, for Warehouse 578

This Report Only Includes Products with the Following No Sales Categories: 6 12

TOTAL P.01

P.01/01

P.25:26 OCT 2 2001 PAGE 1

Alt.i.	Description	Line	UM	No Sales ONB in 6 Mos	No Sales 12M&Over	
578	KSOFTJ60	1-1/2 X 60 FT K SOFT COP TUBE	216	C	180	374 0
578	M5171200FL	12 BLK 2 BOLT ANWA SOC CLMP	287	EA	6	81 0
578	A04900A	4 COR HOPE 90 ELL	874	EA	2	4 0
578	BRZWEDGE	BRZ WEDGE	877	EA	66	0 1
578	PSBSCX	8 PVC SWR GXG ST COUP	881	EA	12	95 0
578	PSBSC12	12 PVC SWR GXG ST COUP	881	EA	6	179 0
578	PSBSC15	15 PVC SWR GXG ST COUP	881	EA	2	105 0
		****	881			379 0
578	MJSCAPLA10	10 MJ C153 SLD CAP L/A	886	EA	1	25 0
578	MJGA10	10 MJ GSKT	891	EA	30	0 49
578	MH150006	1 CC X FLR CORP ST	929	EA	8	102 0
578	MH15425F	3/4 FLR X MIP COUP	929	EA	4	0 14
		****	929			102 14
578	LL2403223	24 DRN STORM CVR *NORMAL	1292	EA	13	689 0
578	LL24061	24 SWR CVR F/ LT102	1292	EA	9	594 0
578	LL260172	26 PLN CVR W/ 3H VENT	1292	EA	5	365 0
578	LLC26821	26X8 TYPE C M/HOLE FRM	1292	EA	9	1,161 0
	*BRIDGE					
578	LLER26103	26 RND STL EXT FRM W/ 1 RSR	1292	EA	70	5,390 0
578	LLT102	24X7 ENGINEER STD M/HOLE FRM	1292	EA	6	540 0
		****	1292			8,739 0
578	PFT300K	2 BRZ 200N IPS WOG GATE ULV	7711	EA	6	59 0

9,763 64

08:52

OCT-02-2001

TOTAL records listed

INVENTORY INVESTMENT REPORT FOR WHSE 578 FEI - BRIDGEPORT
09/30/01

P.03/03

TOTAL P.03

LINE	DESCRIPTION	SEPTEMBER		AUGUST		JULY	
		INVENTORY	DAYS	INVENTORY	DAYS	INVENTORY	DAYS
23	REED MANUFACTURING COMPANY	85.26	***	85.26	***	85.26	***
95	UNION TOOLS	843.62	3960.7	843.62	3960.7	856.42	430.3
19	RAMSET	2.00	***	2.00	***	2.00	***
20	DAVID WHITE, L L C	16.84	***	16.84	***	16.84	122.0
41	DIAMOND PRODUCTS	127.50	***	127.50	***	127.50	***
64	MSA-MINING SAFETY	16.16	***	16.16	***	16.16	***
09	MISCELLANEOUS TOOLS	91.64	506.3	102.48	***	102.40	2696.8
25	H.L. BOUTON	1.35	***	1.35	***	1.35	***
03	HARBS INDUSTRIES	4.23	***	4.23	423.0	4.23	423.0
22	MISCELLANEOUS BUILDER PRODUCTS	23.00	***	23.00	9.7	164.60	***
92	PROFLO PVC VALVES & FITTINGS	136.82	43.2	136.82	24.7	113.00	***
06	PROFLO PRESSURE GAUGE	8.34	***	8.34	***	8.34	***
08	PROFLO BRUSHES	3.75	***	3.75	***	3.75	***
10	PROFLO R-B BALL VALVE	297.78	2097.0	297.78	1317.6	306.29	1823.2
11	PROFLO GATE VALVES	239.67	***	239.67	***		0.0
12	PROFLO LOW PRESSURE VALVES	7.20	***	7.20	***		0.0
45	DC OBS LIQUIDATION - TOOLS	141.06	121.1	174.51	221.5	189.00	346.2
SP		0.00	0.0	1,411.58	14.8	0.00	0.0
WAREHOUSE TOTAL		279,666.30	72.1	313,482.67	64.3	344,714.51	83.4

$279,666.30$
 $- 41,213.22$ LEBARON FOUNDRY

 $238,453.08$
 $- 3,642.83$

 $234,810.25$ / $3878.87 =$ ADJ DAYS 60.54 DAYS

$279,666.30 / 72.1 = 3878.87 / \text{DAY}$

OCT-02-2001 08:54

Deliver To: Brian Violette

Received: 10/02/01 08:41 Opened: 10/02/01 08:42 Letter ID: L747228

From: Brian Violette - 576 Newington

To: Ed Michalek - 576 Newington

Date: 02 OCT 2001

Subject: END OF MONTH INVENTORY

576

INVENTORY \$\$\$ 1,806,976.39 ✓
INVENTORY DAYS 70.5 ✓

ADJUSTED \$\$\$ 1,538,126.49 ✓
ADJUSTED DAYS 60.0 ✓

NO SALES - 6 MOS \$ 14,811 ✓
NO SALES - 12 MOS \$ 22,320 ✓

ALL

INVENTORY \$\$\$ 2,735,148.31
INVENTORY DAYS 75.2

ADJUSTED \$\$\$ 2,327,806.80
ADJUSTED DAYS 64.0

NO SALES - 6 MOS \$ 36,007
NO SALES - 12 MOS \$ 24,435

====(1)==== Text of letter follows =====
Received: 10/01/01 08:29 Opened: 10/01/01 09:05 Letter ID: L744499

From: Ed Michalek - 576 Newington

To: BRANCH MANAGERS

Date: 01 OCT 2001

Subject: END OF MONTH INVENTORY

Deliver to: David Telman

Page 1

BY 10/3/01 PLEASE "EMAIL" ME THE FOLLOWING:

FOR THE PERIOD ENDING 9/30/01:

YOUR TOTAL INVENTORY DOLLARS
YOUR TOTAL INVENTORY DAYS

YOUR ADJUSTED INVENTORY DOLLARS
YOUR ADJUSTED INVENTORY DAYS

YOUR EXCESS INVENTORY DOLLARS
YOUR DEAD INVENTORY DOLLARS
YOUR TAG & HOLD DOLLARS

THANKS

===(1)=== End of letter =====

cc: SATELLITE MANAGERS-BA/DT/TL

Deliver to: David Telman

Page 2

A14

FE1 - WIS14070

INVENTORY INVESTMENT REPORT FOR WISE SPA

4970-01

LINE	DESCRIPTION	SEPTEMBER		AUGUST		JULY	
		INVENTORY	DAYS	INVENTORY	DAYS	INVENTORY	DAYS
101	IMP CP BRASS FTG, RIBBLE; RCP 5	108.31	42.2	108.53	117.9	118.91	121.7
102	IMP CP BRASS FTG, RIBBLE; RCP 5	18.27	3.7	18.27	32.8	18.36	19.0
108	NEOPHANE VALVES, 3/4" & 1/2"	0.00	0.0	0.00	0.0	246.87	***
109	OTHER INDUSTRIAL VALVES	2,531.83	***	2,532.80	***	2,530.83	***
100	PVC RESOLIN, SCH40, PK160, PK200,	2,311.83	195.8	2,376.13	160.6	2,483.58	74.1
215	COPPER TUBING COIL	1,381.30	21.0	2,182.43	45.8	3,151.13	63.4
234	POLYETHYLENE PIPE & FTGS	190.34	746.4	190.34	746.4	203.62	144.3
128	PVC SCH40 FITTINGS	93.16	36.6	950.32	131.0	499.25	189.8
202	PVC SCH80 FITTINGS	117.22	***	117.22	***	117.22	37.5
204	SEWER & DRAIN FITTINGS PVC, 3/8"	122.41	50.4	125.57	43.5	125.84	292.3
206	PVC DWV FITTINGS	210.35	667.8	220.72	12.9	203.66	10.7
247	VINYL	41.52	***	41.52	***	41.52	3438.4
249	NO-HUB SOIL PIPE, FTGS & ACCESS	9.11	***	9.11	***	9.11	***
256	W & XH GASKETS	1.25	***	1.25	***	1.25	***
257	NO-HUB COUPLINGS	3.16	***	3.16	***	3.16	***
266	BRASS	3.45	***	3.45	***	3.45	15.5
267	JONES STEPHENS CORP	43.25	***	43.25	***	43.25	***
270	CLAMP COUP; CLAMPS; TELSCO, CLAMPE	13.28	***	13.28	***	13.28	***
174	PEARCO & DALLAS SPECIALTY	1,742.39	127.3	2,352.38	131.7	2,209.35	195.1
180	JUSAW, MADE; OTHER SPEC DRAINS	98.57	114.4	151.07	1013.2	168.01	***
197	NICHOLAN HANGERS AND ACCY	938.07	547.9	938.07	338.6	1,040.77	52.3
104	ALL THREAD ROD	166.86	314.2	166.86	124.1	127.23	241.5
198	BOLTS, NUTS & WASHERS	2,501.11	1587.6	2,587.23	842.5	2,568.51	747.3
200	GRACEY	8.89	0.0	10.20	13.0	36.72	82.1
242	OTHER CHEMICALS & COMPOUNDS	221.51	235.6	230.02	51.8	245.48	12.5
243	KAYLON, SPRAYON, RUSTOLEUM	170.78	111.4	169.39	36.7	194.25	24.2
058	NON-ABSSES, ASSCS, RUBBER & TEF G	3.68	4.9	3.68	***	3.68	***
575	GREASE	76.21	***	76.21	***	76.21	***
092	MISC. PUMP TANKS & ACCESSORIES	6,213.87	44.3	5,711.71	58.1	11,349.57	546.9
503	LOPLER	5.36	***	5.36	***	5.36	***
400	MISC. WATER CONDITIONING EQUIP	192.40	***	192.40	***	192.40	***
854	PVC PRESSURE PIPE DR-21-26	190.80	***	190.80	11.9	156.80	11.8
800	PVC PRESSURE PIPE DR-14, 18, 2	887.40	882.7	887.40	882.7	1,047.40	***
864	PVC NON-PRESS. SEWER PIPE DR35	14,543.13	41.6	15,316.17	35.3	25,814.03	37.5
874	HTS CORR HDPE DRAIN PIPE FTGS	5,219.00	15.7	8,734.43	24.5	10,110.54	40.4
875	PVC DR75 SOLVENT WELD SEWER PT	1,551.84	158.3	1,767.21	220.0	246.67	87.1
876	UNPAVATED METAL PIPE & FTGS.	442.79	***	442.79	***	442.79	***

070 - INVENTORY

INVENTORY INVESTMENT REPORT FOR WARE 578 FBI - BRIDGEPORT (09/30/91)

LINE	DESCRIPTION	SEPTEMBER		AUGUST		ONLY	
		INVENTORY	DAYS	INVENTORY	DAYS	INVENTORY	DAYS
87	DUCTILE IRON PRESSURE PIPE	3,334.79	20.9	19,569.25	16.3	19,719.59	20.3
87B	DUCTILE IRON FLANGED PIPE	365.78	77.2	365.78	51.1	269.78	47.3
88	INC PRESSURE FTGS (300 - DR-21)	269.50	***	269.50	***	269.50	***
88A	RVC MANHOLE BASKETED SEWER FTGS	10,869.99	121.9	11,669.30	158.3	10,419.67	132.7
88B	DOMESTIC DI FB MECH JT FITTING	11,231.50	586.6	12,311.74	227.3	12,521.60	180.0
88C	DOMESTIC DI MECH JT. FTGS	39,165.35	213.2	46,016.77	157.0	46,559.69	207.0
88Z	MISC CURABLE HOPE DRAIN PIPE FT	257.83	6594.3	257.83	101.0	258.63	34.2
88ZB	DOMESTIC DI FLANGED FTGS	336.36	***	336.04	***	334.40	***
89	CLANPS, WASKETS, & MISC. HO HO	3,168.12	637.2	3,228.64	214.6	3,453.07	248.8
89Z	KENNEDY HYDRANTS, EXTENSIONS,	15,312.69	52.5	17,373.32	57.0	15,473.67	51.4
89ZB	MUELLER BRWA VALVES	51,460.86	63.5	51,534.77	52.4	58,816.05	70.4
89ZC	MUELLER HYDRANTS EXTENSIONS &	4,042.15	***	4,042.19	34.3	4,042.15	24.0
89ZD	MUELLER UL/FM VALVES, DETEC. C	231.05	***	231.05	***	231.05	***
89ZE	MUELLER UL/FM HYDRANTS & POSTS	2.64	0.0	24.05	3.0	34.34	14.0
89ZG	MUELLER WATERWORKS BRASS	3,121.92	32.0	3,909.87	42.1	2,926.59	15.4
89ZH	ROAD PIPE REPAIR PRODUCTS	73.20	75.9	141.77	135.9	79.39	***
89ZJ	SMITH-BLAIR PIPE REPAIR PRODUCT	13,656.40	89.9	24,169.45	94.7	18,455.75	82.8
89ZK	MUELLER PIPE REPAIR PRODUCTS	354.08	***	354.08	***	354.01	***
89ZL	MISC. PIPE REPAIR PRODUCTS	1,219.15	20.0	3,160.07	51.9	5,856.60	153.6
89ZM	FOURSEAL PIPE PRODUCTS	61.73	***	61.73	***	61.73	***
89ZN	LEAK JOINT RESTRAINT PRODUCTS	14,368.39	48.5	15,320.22	31.0	18,898.81	44.7
89ZO	MISC METER BOXES & COVERS ALL	307.46	18.0	307.46	48.0	336.02	40.9
89ZP	IRON VALVE & ROADWAY BOXES & A	1,047.52	7.9	3,154.84	34.4	3,884.46	18.9
89ZQ	MANHOLE STRUCTURES & ACCESS	375.94	164.3	375.94	164.3	479.09	1717.1
89ZR	WATERWORKS TOOLS & ACCESSORIES	7.30	5.1	7.90	2.3	34.62	70.1
89ZS	CONSTRUCTION FABRICS	3,642.18	35.1	4,927.83	49.4	5,129.31	53.4
89ZT	CONDUIT PIPE	1,740.82	166.1	1,922.07	196.1	1,452.04	164.9
89ZU	RVC CONDUIT FITTINGS	262.16	67.1	260.47	65.4	378.25	843.4
89ZV	BATTERIES, FLASHLIGHTS	11.84	***	11.84	***	11.84	***
89ZW	MISC. ADHESIVES	117.24	***	117.24	***	117.24	***
89ZX	CHDOT SAFETY CORPORATION	6.26	***	6.26	***	6.26	***
89ZY	LEBRON FOUNDRY	41,219.22	736.8	43,669.53	593.7	43,462.41	281.5
89ZZ	DIXON FIBROUSEROC CO.	0.94	***	0.94	***	0.94	***
89ZAA	FLORIDA HARBORAXE COMPANY	3.52	***	3.52	***	3.52	***
89ZAB	LENEX - AMERICAN SAM & NFG. CO	7.28	***	7.28	***	7.38	75.1
89ZAC	LURTON - DIV OF COOPER TOOLS	4.53	***	4.53	***	4.53	***
89ZAD	MISC SAFETY PRODUCTS	1,021.60	137.0	1,223.60	259.8	1,434.86	491.8

09/28/91 10:23 AM

FEL - NEWINGTON
 INVENTORY INVESTMENT REPORT FOR WISE 378 PCI - BRIDGEPORT
 09/30/91

LINE	DESCRIPTION	SEPTEMBER		AUGUST		JULY	
		INVENTORY	DAYS	INVENTORY	DAYS	INVENTORY	DAYS
0020	KEED MANUFACTURING COMPANY	85.26	***	85.26	***	85.26	***
1810	UNION TOOLS	843.62	3968.7	843.62	3968.7	856.42	431.3
0713	SUNSET	2.00	***	2.00	***	2.00	***
1724	DAVID WHITE, L.L.C.	16.84	***	16.84	***	16.84	122.6
1741	DIAMOND PRODUCTS	127.50	***	127.50	***	127.50	***
1754	MSA-KIMING SAFETY	16.16	***	16.16	***	16.16	***
1800	MISCELLANEOUS TOOLS	31.64	566.3	102.48	***	102.48	2696.9
1823	H.L. SUTTON	1.35	***	1.35	***	1.35	***
1833	HARRIS INDUSTRIES	4.23	***	4.23	423.0	4.23	423.0
2401	MISCELLANEOUS MILLING PRODUCTS	23.66	***	23.66	3.7	154.60	***
2852	PROFLO PVC VALVES & FITTINGS	136.82	43.2	136.82	24.7	113.66	***
2740	PROFLO PRESSURE GAUGE	8.34	***	8.34	***	8.34	***
2708	PROFLO BRUSHES	3.75	***	3.75	***	3.75	***
2710	PROFLO R-9 BALL VALVE	297.78	2097.8	297.78	1317.6	306.23	1923.7
2711	PROFLO GATE VALVES	239.67	***	239.67	***		0.0
2712	PROFLO LOW PRESSURE VALVES	7.20	***	7.20	***		0.0
0745	DC ABS LIQUIDATION - TOOLS	141.86	121.1	174.51	221.5	186.00	345.2
58		0.00	0.0	1,401.58	14.8	8.00	0.0
GRAND TOTAL		279,668.30	72.1	310,482.67	64.0	244,714.51	82.4

A15

INVENTORY INVESTMENT REPORT FOR NHSE 578 FEI - BRIDGEPORT 10/22/01

***** JOURNAL - COMM. JOURNAL - ***** DATE NOV-01-2001 ***** TIME 09:25 *****

MODE = MEMORY TRANSMISSION START=NOV-01 09:23 END=NOV-01 09:25

FILE NO.=619

STN NO. COMM. ABBR NO. STATION NAME/TEL NO. PAGES DURATION
001 OK <22> 578-BRIDGEPORT 005/005 00:02:12

LINE	DESCRIPTION	OCTOBER INVENTORY	DAYS	SEPTEMBER INVENTORY	DAYS	AUGUST INVENTORY	DAYS
21	1MP CP BRASS FTG,NIPPLE; RED B	108.31	44.6	108.31	42.2	108.63	117.9
22	DOM CP BRASS FTG,NIPPLE; RED B	18.27	8.4	18.27	3.7	18.27	32.8
99	OTHER INDUSTRIAL VALVES.	2,533.83	***	2,533.83	***	2,533.83	***
00	PVC ABS&DWW,SCH40,PR160,PR200,	2,000.23	295.6	2,311.93	196.8	2,376.19	100.6
116	COPPER TUBING COIL	1,617.44	20.7	1,581.30	21.9	2,182.43	45.8
24	POLYETHYLENE PIPE & FTGS	190.34	92.5	190.34	746.4	190.34	746.4
128	PVC SCH40 FITTINGS	953.37	7168.2	93.16	96.6	360.92	131.0
32	PVC SCH80 FITTINGS	117.22	***	117.22	***	117.22	***
134	SEWER & DRAIN FITTINGS PVC,ABS	89.01	111.8	122.01	62.4	135.57	43.5
136	PVC DWW FITTINGS	159.11	146.5	210.35	667.8	220.72	12.9
147	NIXON	41.52	***	41.52	***	41.52	***
148	NO-HUB SOIL PIPE, FTGS & ACCES	9.11	***	9.11	***	9.11	***
256	GV & XH GASKETS	1.25	***	1.25	***	1.25	***
259	AWACO	13.12	***		0.0		0.0
160	NO-HUB COUPLINGS	3.16	***	3.16	***	3.16	***
166	PASCO	3.45	***	3.45	***	3.45	***
167	JONES STEPHENS CORF	43.25	***	43.25	***	43.25	***
172	CONF COUP;CLAMPS;TELSCO,CLAMPE	19.08	***	19.08	***	19.08	***
176	FERNO & BALLAS SPECIALTY	2,245.93	123.1	1,742.39	127.3	2,952.38	131.7
180	JOSAM,WADE; OTHER SPEC DRAINS.	45.56	25.9	98.37	114.0	151.07	1013.9
207	MICHIGAN HANGERS AND ACCY	887.36	1342.5	938.07	547.9	938.07	398.0
294	ALL THREAD ROD	106.86	***	106.86	314.3	106.86	124.1
198	BOLTS, NUTS & WASHERS	2,494.99	2566.9	2,501.11	1507.6	3,507.23	842.5
336	OATEY	0.00	0.0	0.00	0.0	10.20	13.0
342	OTHER CHEMICALS & COMPOUNDS	207.10	293.3	221.51	235.6	230.02	51.8
143	KRYLON,SPRAYON,GUSTOLEUM	169.40	130.1	175.78	113.4	169.39	36.7
358	NON-ASBES,ASBES,RUBBER & TEF E	3.68	9.8	3.68	4.9	3.68	***
375	CHEPNE	76.21	***	76.21	***	76.21	***
392	MISC. PUMP TANKS & ACCESSORIES	5,954.20	137.1	6,213.07	44.3	5,711.71	56.1
199	ZOELLER	5.36	***	5.36	***	5.36	***
340	MISC. WATER CONDITIONING EQUIP	192.40	***	192.40	***	192.40	***
360	PVC PRESSURE PIPE DR-21-26	190.80	***	190.80	***	190.80	11.7
361	PVC PRESSURE PIPE DR-14, 18, 2	887.40	***	887.40	332.7	887.40	332.7
367	PVC NON-PRES. SEWER PIPE DR35	7,503.05	34.9	14,501.19	47.8	15,310.17	35.3
374	ADS CORR HDPE DRAIN PIPE FTGS	11,309.54	40.8	5,229.00	15.7	8,734.49	24.6
375	PVC DR35 SOLVENT WELD SEWER FT	1,223.16	102.3	1,551.84	158.9	1,767.21	220.6
376	CORRUGATED METAL PIPE & FTGS.	442.79	***	442.79	***	442.79	***

liver To: Brian Violette

INVENTORY INVESTMENT REPORT FOR NHSE 572 FEI - BRIDGEFORD
10/31/01

LINE	DESCRIPTION	OCTOBER		SEPTEMBER		AUGUST	
		INVENTORY	DAYS	INVENTORY	DAYS	INVENTORY	DAYS
121	IMP CP BRASS FTG,NIPPLE; RED B	108.31	44.6	108.31	42.2	108.63	117.9
122	DOM CP BRASS FTG,NIPPLE; RED B	18.27	8.4	18.27	3.7	18.27	32.8
139	OTHER INDUSTRIAL VALVES.	2,533.83	***	2,533.83	***	2,533.83	***
200	PVC ABS&DWV,SCH40,PR160,PR200,	2,000.23	295.6	2,311.83	196.8	2,376.19	100.6
216	COPPER TUBING COIL	1,617.44	20.7	1,381.30	21.9	2,182.43	45.8
224	POLYETHYLENE PIPE & FTGS	190.34	92.5	190.34	746.4	190.34	746.4
228	PVC SCH40 FITTINGS	953.37	7168.2	93.16	98.6	360.92	131.0
232	PVC SCH80 FITTINGS	117.22	***	117.22	***	117.22	***
234	SEWER & DRAIN FITTINGS PVC,ABS	89.01	111.8	122.01	62.4	135.57	49.5
236	PVC DWV FITTINGS	159.11	146.5	210.35	667.8	220.72	12.9
247	DIXON	41.52	***	41.52	***	41.52	***
248	NO-HUB SOIL PIPE, FTGS & ACCES	9.11	***	9.11	***	9.11	***
258	SV & XH GASKETS	1.25	***	1.25	***	1.25	***
259	ANACO	13.12	***		0.0		0.0
260	NO-HUB COUPLINGS	3.16	***	3.16	***	3.16	***
266	PASCO	3.45	***	3.45	***	3.45	***
267	JONES STEPHENS CORP	43.25	***	43.25	***	43.25	***
272	COMP COUP;CLAMPS;TELSCO,CLAMPE	19.08	***	19.08	***	19.08	***
276	FERNCO & DALLAS SPECIALTY	2,245.93	123.1	1,742.39	127.3	2,352.38	131.7
280	JOSAM,WADE; OTHER SPEC DRAINS.	45.56	25.9	98.97	114.0	151.07	1019.9
287	MICHIGAN HANGERS AND ACCY	887.36	1342.5	938.07	547.9	938.07	398.0
294	ALL THREAD ROD	106.86	***	106.86	314.3	106.86	124.1
298	BOLTS, NUTS & WASHERS	2,494.99	2566.9	2,501.11	1507.6	2,507.23	842.5
336	DATEY	0.00	0.0	0.00	0.0	10.20	13.0
342	OTHER CHEMICALS & COMPOUNDS	207.10	293.3	221.51	235.6	230.02	51.8
343	KRYLON,SPRAYON,RUSTOLEUM	169.40	130.1	175.78	113.4	169.39	36.7
358	NON-ASBES,ASBES,RUBBER & TEF G	3.68	9.8	3.68	4.9	3.68	***
575	CERNE	76.21	***	76.21	***	76.21	***
592	MISC. PUMP TANKS & ACCESSORIES	5,954.20	137.1	6,213.87	44.6	5,711.71	56.1
599	ZOELLER	5.36	***	5.36	***	5.36	***
600	MISC. WATER CONDITIONING EQUIP	192.40	***	192.40	***	192.40	***
860	PVC PRESSURE PIPE DR-21-26	190.80	***	190.80	***	190.80	11.7
861	PVC PRESSURE PIPE DR-14, 18, 2	887.40	***	887.40	332.7	887.40	332.7
867	PVC NON-PRESS. SEWER PIPE DR35	7,503.05	34.9	14,501.19	47.8	15,310.17	35.3
874	ADS CORR HDPE DRAIN PIPE FTGS	11,309.54	40.8	5,229.00	15.7	8,734.49	24.6
875	PVC DR35 SOLVENT WELD SEWER FT	1,223.16	102.3	1,551.84	158.9	1,767.21	220.6
878	CORRUGATED METAL PIPE & FTGS.	442.79	***	442.79	***	442.79	***

Deliver To: Brian Violette

INVENTORY INVESTMENT REPORT FOR WARE 578 FEI - BRIDGEPORT

10/31/01

LINE	DESCRIPTION	OCTOBER		SEPTEMBER		AUGUST	
		INVENTORY	DAYS	INVENTORY	DAYS	INVENTORY	DAYS
877	DUCTILE IRON PRESSURE PIPE	12,257.98	23.7	9,334.79	22.9	10,068.25	16.3
878	DUCTILE IRON FLANGED PIPE	205.78	154.5	205.78	77.2	205.78	35.9
880	PVC PRESSURE FTGS C900 - DR-21	269.50	***	269.50	***	269.50	***
881	PVC DR35 BASKETED SEWER FTGS	9,430.64	156.5	10,860.90	122.9	11,606.30	158.5
885	DOMESTIC DI FB MECH JT FITTING	9,294.10	474.6	11,831.50	686.6	12,311.74	227.3
886	DOMESTIC DI MECH JT. FTGS	31,680.86	137.3	39,166.35	213.2	46,016.77	157.0
887	MISC CORRUG HDPE DRAIN PIPE FT	257.83	***	257.83	8594.3	257.83	101.0
888	DOMESTIC DI FLANGED FTGS	556.56	***	556.56	***	585.00	***
891	GLANDS, GASKETS, & MISC. MJ AC	3,116.76	1067.0	3,168.12	637.2	3,223.64	214.6
903	KENNEDY AWWA VALVES	16,842.93	42.7		0.0		0.0
907	KENNEDY HYDRANTS, EXTENSIONS,	19,342.87	50.9	15,312.68	52.5	17,373.32	57.0
911	MUELLER AWWA VALVES	23,767.77	45.6	51,460.86	63.5	51,534.77	52.4
912	MUELLER HYDRANTS EXTENSIONS &	2,497.35	***	4,042.19	***	4,042.19	34.5
913	MUELLER UL/FM VALVES, DETEC. C	231.05	***	231.05	***	231.05	***
914	MUELLER UL/FM HYDRANTS & POSTS	2.64	2.7	2.64	0.3	24.08	3.0
929	MUELLER WATERWORKS BRASS	2,685.84	71.5	3,121.92	33.0	2,939.87	42.1
943	ROMAC PIPE REPAIR PRODUCTS	79.20	***	79.20	75.9	141.77	135.9
946	SMITH-BLAIR PIPE REPAIR PRODUCC	21,749.97	98.3	19,658.40	89.9	24,100.45	94.7
949	MUELLER PIPE REPAIR PRODUCTS	354.08	***	354.08	***	354.08	***
952	MISC. PIPE REPAIR PRODUCTS	1,583.90	22.2	1,219.15	20.0	3,160.07	51.9
953	POWERSEAL PIPE PRODUCTS	61.79	***	61.79	***	61.79	***
955	EBAA JOINT RESTRAINT PRODUCTS	9,925.32	18.8	14,368.29	40.5	15,320.22	31.0
963	MISC METER BOXES & COVERS ALL	316.46	16.1	307.46	18.3	307.46	48.9
964	IRON VALVE & ROADWAY BOXES & A	1,072.20	7.0	1,047.52	7.9	5,154.84	34.4
967	MANHOLE STRUCTURES & ACCESS	375.94	***	375.94	164.5	375.94	164.5
970	WATERWORKS TOOLS & ACCESSORIES	7.30	8.0	7.30	5.1	7.30	2.5
980	CONSTRUCTION FABRICS	3,584.93	57.6	3,642.18	35.1	4,927.83	49.4
1040	CONDUIT PIPE.	1,615.81	316.5	1,740.82	166.1	1,922.07	196.1
1041	PVC CONDUIT FITTINGS	254.98	549.5	262.16	67.1	260.47	66.4
1052	BATTERIES, FLASHLIGHTS	11.84	***	11.84	***	11.84	***
1202	MISC. ABRASIVES	117.24	***	117.24	***	117.24	***
1269	CAGOT SAFETY CORPORATION	6.26	***	6.26	***	6.26	***
1292	LEBARON FOUNDRY	29,015.74	109.9	41,213.22	738.8	43,668.59	593.7
1316	DIXON TICONDEROGA CO.	0.94	***	0.94	***	0.94	***
1340	FLORIDA HARDWARE COMPANY	3.52	***	3.52	***	3.52	***
1428	LENOX - AMERICAN SAW & MFG. CO	7.28	***	7.28	***	7.28	***
1438	LUFKTN - DIV OF COOPER TOOLS	4.55	***	4.55	***	4.55	***

Deliver To: Brian Violette

INVENTORY INVESTMENT REPORT FOR WHSE 578 FEI - BRIDGEPORT

10/31/01

LINE	DESCRIPTION	OCTOBER		SEPTEMBER		AUGUST	
		INVENTORY	DAYS	INVENTORY	DAYS	INVENTORY	DAYS
1608	MISC SAFETY PRODUCTS	796.60	117.6	1,021.60	137.0	1,223.60	255.8
1623	REED MANUFACTURING COMPANY	85.26	***	85.26	***	85.26	***
1695	UNION TOOLS	818.02	1915.7	843.62	3960.7	843.62	3960.7
1719	RAMSET	2.00	***	2.00	***	2.00	***
1720	DAVID WHITE, L L C	16.84	***	16.84	***	16.84	***
1741	DIAMOND PRODUCTS	127.50	***	127.50	***	127.50	***
1764	MSA-MINING SAFETY	16.16	***	16.16	***	16.16	***
1800	MISCELLANEOUS TOOLS	74.64	160.9	91.64	506.3	102.48	***
1825	H.L. BOUTON	1.35	***	1.35	***	1.35	***
1833	HARRIS INDUSTRIES	4.23	***	4.23	***	4.23	423.0
2022	MISCELLANEOUS BUILDER PRODUCTS	129.20	***	23.00	***	23.00	9.7
7692	PROFLO PVC VALVES & FITTINGS	136.82	345.5	136.82	43.2	136.82	24.7
7706	PROFLO PRESSURE GAUGE	8.34	***	8.34	***	8.34	***
7708	PROFLO BRUSHES	3.75	***	3.75	***	3.75	***
7710	PROFLO R-B BALL VALVE	297.78	***	297.78	2097.0	297.78	1317.6
7711	PROFLO GATE VALVES	239.67	***	239.67	***	239.67	***
7712	PROFLO LOW PRESSURE VALVES	7.20	***	7.20	***	7.20	***
8045	DC OBS LIQUIDATION - TOOLS	168.84	66.2	141.06	121.1	174.51	221.5
5F		0.00	0.0	0.00	0.0	1,411.58	14.8
WAREHOUSE TOTAL		253,330.77	58.2	279,666.30	72.1	313,482.67	64.3

OCTOBER 2001 Inventory * for Products with No Sales in Selected Periods from 6-12 Months
 Specials, No Value Products, and Unranked Products less than 6 Months Old Have Been Excluded
 Dead Inventory Profile - for All Linebuys, for All Warehouses - Sorted by Warehouse
 This Report Only Includes Products with the Following No Sales Categories: 6 12

08:48:48 NOV 1 2001 PAGE 12

Wh..	Alt.1.....	Description.....	Line	UM		No Sales 0HB in 6 Mos	No Sales 12m&Over	
578	P40SYF	4 PVC SCH40 5X5X5 WYE	228	EA	13	0	861	
578	F100264	6 CLAY X 4 CI PVC COUP	276	EA	17	79	0	
578	F10561515	15 CI PVC X 15 CI PVC COUP	276	EA	3	56	0	
578	FQC101	1-1/2 QUICK CAP	276	EA	2	2	0	
578	FQC102	2 QUICK CAP	276	EA	2	2	0	
578	FQC103	3 QUICK CAP	276	EA	2	4	0	
578	EST402	4 T CONE PLUG F/ SCH40/S&D	276	EA	12	33	0	
578	EST802	8 T CONE PLUG F/ SCH40/SDR35	276	EA	3	28	0	

			276			204	0	
578	BFSWF	3/4 BLK FLAT STL WSHR	298	EA	76	10	0	
578	A1524AD	24X15 COR SUMP LNR	874	EA	2	26	0	
578	CALZSP161520	15X20 16 GA COR ALZD SLD PIPE	876	FT	20	142	0	
578	DISJTGX	8 DI SJ TYTON GSKT	877	EA	93	1	0	
578	BRZWEDGE	BRZ WEDGE	877	EA	288	0	3	

			877			1	3	
578	PSG910	10 PVC SWR GXG 90 BEND	881	EA	3	126	0	
578	PSGS415	15 PVC SWR GXG 45 BEND	881	EA	1	67	0	
578	PSGS215	15 PVC SWR GXG 22-1/2 BEND	881	EA	3	243	0	
578	PSGT12U	12X6 PVC SWR GXGXG TEE	881	EA	6	240	0	

			881			676	0	
578	MJ9LA16	16 MJ C153 90 BEND L/A	886	EA	7	1,871	0	
578	MJ2LA16	16 MJ C153 22-1/2 BEND L/A	886	EA	9	1,844	0	
578	MJ1LA16	16 MJ C153 11-1/4 BEND L/A	886	EA	8	1,555	0	
578	MJTF16K	16X2 MJ C153 TAP PLUG	886	EA	2	270	0	

			886			5,540	0	

OCTOBER 2001 Inventory * for Products with No Sales in Selected Periods from 6-12 Months
 Specials, No Value Products, and Unranked Products less than 6 Months Old Have Been Excluded
 Dead Inventory Profile - for All Linebuys, for All Warehouses - Sorted by Warehouse
 This Report Only Includes Products with the Following No Sales Categories: 6 12

08:48:48 NOV 1 2001 PAGE 13

Wh..	Alt.1.....	Description.....	Line	UM	OHB	No Sales in 6 Mos	No Sales 12m&Over
578	MJGA10	10 MJ GSKT	891	EA	30	0	49
578	RG16	16 MJ RTNR GLAND	891	EA	3	168	0
578	SRGF10	10 RTNR GLAND PK	891	EA	11	252	0

			891			420	49
578	MT236019UOL	6 MJ RW OL TAPN VLV L/A	911	EA	2	592	0
578	MB2500BG	1 CC X CTS COMP BALL CORP ST	929	EA	9	158	0
578	MH1500F	3/4 CC X FLR CORP ST	929	EA	3	25	0
578	MH15425F	3/4 FLR X MIP COUP	929	EA	4	0	14

			929			183	14
578	S22713201500	12X15 2B REP CLP	946	EA	2	331	0
		13.20-14.20					
578	S2213200600	12X6 CS TAPN SLV 13.13-13.60	946	EA	3	658	0
		003					

			946			989	0
578	E1116	16 MEGALUG F/ DI	955	EA	14	1,157	0
578	P40COND	1-1/2 PVC SCH40 UL COND	1040	C	320	109	0
578	RAV6VHDTP	6V HD BTRY TWIN PK	1052	EA	2	12	0
578	LLA186	18X6 TYPE A M/HOLE FRM ONLY	1292	EA	1	61	0
578	LLE2681	26X8 FLR BASE ELEC M/HOLE FRM	1292	EA	2	208	0

			1292			269	0
578	PSWL	PHOTOCELL SAFETY WARNING LIGHT	1608	EA	2	22	0
578	CRO05104	1/4X1200 POLY PULL ROPE	1800	EA	1	33	0

						10,385	927

A16

1 Bed

MASTER PACKING LIST

List: A1379642
Shipment: SHP5780607

From: Ferguson Enterprises
620 Fairgrounds Road
Front Royal, VA 22630
USA
(000) 000-0000

PAGE: 1
Ship Date: 06/08/05
PRINT TIME: 09:14:45

Ship To: FERGUSON WATERWORKS
EPPCO # 578
9 ISLAND BROOK AVENUE
BRIDGEPORT, CT 06606-5113

Bill To: FEI-NEWINGTON, CT (F576)
PO BOX 9406
HAMPTON, VA 23670-0406

CARRIER: OVERNITE SPECIAL SERVICES
Pallets/containers/pieces: 3

TRAILER: DONOTCHANG

Total Weight (lbs): 707.02

Order: TV270144

Customer PO: W578-451
Job Name:

Order Date: 06/06/2005
Req Arrival Date: 06/09/2005

Spec Pack Instr:
Instructions:

Line#	Part	ALT.1	Description	Quantity Ordered	Quantity Allocated	Quantity Shipped	UOM	Within Cartons	Inventory Wgt. (lbs)
4	45258	PSGS4U	6 PVC SWR GXS 45 BEND	40.00	40.00	40.00	EACH	40	80.80
Container:CS4826239									
5	43522	PSG9P	4 PVC SWR GXG 90 BEND	180.00	180.00	180.00	EACH	9	216.00
Container:C061506 / C061879									
6	44555	PSG4P	4 PVC SWR GXG 45 BEND	100.00	100.00	100.00	EACH	4	81.00
Container:C061879									
7	45080	PSGS4P	4 PVC SWR GXS 45 BEND	20.00	20.00	20.00	EACH	1	13.60
Container:C061879									
8	98593	PSPU	6 PVC SWR PLUG	18.00	18.00	18.00	EACH	1	22.00
Container:CS4826239									

Packed By: _____ Date: _____

MASTER PACKING LIST

List: A1379642

PAGE: 2

Line#	Part	ALT.1	Description	Quantity Ordered	Quantity Allocated	Quantity Shipped	UOM	Within Cartons	Inventory Wgt. (lbs)
9	47523	PSGYU	6 PVC SWR GXGXG WYE	12.00	12.00	12.00	EACH	12	57.00
Container:CS4826239									
10	51171	PSGS2U	6 PVC SWR GXS 22-1/2 BEND	40.00	40.00	40.00	EACH	4	112.00
Container:C061879									
11	9390	PSGTU	6 PVC SWR GXGXG TEE	10.00	10.00	10.00	EACH	10	33.40
Container:CS4826239									
12	59450	PSGT12	12 PVC SWR GXGXG TEE	2.00	2.00	2.00	EACH	2	46.22
Container:C061879									

END OF ORDER

** END OF MASTER PACKING LIST **

Packed By: _____ Date: _____

STRAIGHT BILL OF LADING

PRO #

ORIGINAL - NOT NEGOTIABLE

SHP5780607

SHIPPER (FROM)
 Front Royal Distribution
 620 Fairgrounds Road
 Front Royal, VA 22630 (757) 223-6312

DATE
 6/8/05

BOL Number
 TV270144

CARRIER INFORMATION: **Overnite Special Services**

CONSIGNEE (TO)
FERGUSON WATERWORKS
EPPCO # 578
9 ISLAND BROOK AVENUE
BRIDGEPORT, CT 06606-5113

BILL OR REMIT TO
Ferguson Enterprises
c/o Traffic Department
12500 Jefferson Ave
Newport News, VA 23602

PAY TYPE **Pre-Paid**

ISSUE OFFICE OR AGENT

GENERAL COMMENTS
DO NOT BREAK SHRINK WRAP!!!
DO NOT REMOVE FROM SKID

PO#	INVOICE#	UNITS	DESCRIPTION	CLASS	WEIGHT	CHARGE
W578-451	TV270144	3	PALLET	77.5	707.00	
		3	SUB-TOTAL:		707.00	
		3	TOTALS:		707.00	

Total Pieces 0 Total Handling Units: 3 Total Pallets: 3 Total Weight: 707.00

REMIT C.O.D. TO ADDRESS	C.O.D. AMOUNT: \$	C.O.D. FEE: \$
	NOTE - Where the rate is dependant on value, shippers are required to state specifically in writing the agreed or declared value of the property. The Agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding	
	Subject to Section 7 of conditions, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges. _____ (Signature of Consignor)	TOTAL CHARGES: \$

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, the property described above in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and described as indicated above which said carrier (the word carrier being understood throughout the contract as meaning any person or corporation in possession of property under the contract,) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination it is mutually agreed as to each carrier of all or any said property, over all or any portion of said route to destination and as to each party at any time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment.

Shipper hereby certifies that he is familiar with all the bill of lading terms and conditions in the governing classification and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

The signature below is to certify that the material named above are properly described, packaged, marked and labeled and are otherwise in a proper condition for transportation according to the applicable department of transportation regulations, including regulations pertaining to hazardous materials or substances.

SHIPPER Front Royal Distribution Front Royal, VA 22630	CARRIER Overnite Special Services
PER <i>[Signature]</i>	PER DATE 6/8/05

[Handwritten signature]

A17

1 Bed

MASTER PACKING LIST

List: A1386115
Shipment: SHP5780614

From: Ferguson Enterprises
620 Fairgrounds Rd.
Front Royal, VA 22630

PAGE: 1
Ship Date: 06/15/05
PRINT TIME: 13:33:34

Ship To: FERGUSON WATERWORKS
EPPCO # 578
9 ISLAND BROOK AVENUE
BRIDGEPORT, CT 06606-5113

Bill To: FEI-NEWINGTON, CT (F576)
PO BOX 9406
HAMPTON, VA 23670-0406

CARRIER: OVERNITE SPECIAL SERVICES
Pallets/containers/pieces: 3

TRAILER: _____

Total Weight (lbs): 3,681.58

Order: TV069251-1

Customer PO: W578-430
Job Name:

Order Date: 05/23/2005
Req Arrival Date: 05/26/2005

Spec Pack Instr:
Instructions:

Line#	Part	ALT.1	Description	Quantity Ordered	Quantity Allocated	Quantity Shipped	UOM	Within Cartons	Inventory Wgt.(lbs)
4	18330	BRNGM	1X3 BRS NIP	4.00	4.00	4.00	EACH	1	1.48

Container:CS4848168(CS4848167)

END OF ORDER

Packed By: _____

Date: _____

MASTER PACKING LIST

List: A1386115

PAGE: 2

Order: TV280554

Customer PO: W578-452
Job Name:

Order Date: 06/06/2005
Req Arrival Date: 06/09/2005

Spec Pack Instr:
Instructions: THANK YOU

Line#	Part	ALT.1	Description	Quantity Ordered	Quantity Allocated	Quantity Shipped	UOM	Within Cartons	Inventory Wgt.(lbs)
4	47355	PSGYP	4 PVC SWR GXGXXG WYE	24.00	24.00	24.00	EACH	2	44.00
Container:CS4848168									

END OF ORDER

Packed By: _____

Date: _____

MASTER PACKING LIST

List: A1386115

PAGE: 3

Order: TV306907

Customer PO: W578-454

Order Date: 06/07/2005
Req Arrival Date: 06/10/2005

Spec Pack Instr:
Instructions: THANK YOU

Job Name:

Line#	Part	ALT.1	Description	Quantity Ordered	Quantity Allocated	Quantity Shipped	UOM	Within Cartons	Inventory Wgt. (lbs)
4	91418	MJTLAP	4 MJ C153 TEE L/A	4.00	4.00	4.00	EACH	1	140.00
Container:CS4848170									
5	92152	MJLSLAP	4X12 MJ C153 LONG SLV L/A	4.00	4.00	4.00	EACH	1	96.00
Container:CS4848170									
6	91342	MJ9LAU	6 MJ C153 90 BEND L/A	7.00	7.00	7.00	EACH	1	315.00
Container:CS4848169									
7	91352	MJ4LAX	8 MJ C153 45 BEND L/A	9.00	9.00	9.00	EACH	2	504.00
Container:CS4848169 / CS4848170									
8	91363	MJ2LAX	8 MJ C153 22-1/2 BEND L/A	9.00	9.00	9.00	EACH	1	459.00
Container:CS4848169									
9	91371	MJ1LAX	8 MJ C153 11-1/4 BEND L/A	9.00	9.00	9.00	EACH	1	432.00
Container:CS4848169									
10	91450	MJSTLAXU	8X6 MJ C153 SWVL TEE L/A	3.00	3.00	3.00	EACH	1	261.00
Container:CS4848169									
11	92156	MJLSLA12	12X12 MJ C153 LONG SLV L/A	4.00	4.00	4.00	EACH	1	1020.00
Container:CS4848170									
12	13008	KSOFTH60	1-1/4X60 FT K SOFT COP TUBE	60.00	60.00	60.00	FOOT	1	60.00
Container:CS4848168									

END OF ORDER

Packed By: _____

Date: _____

MASTER PACKING LIST

List: A1386115

PAGE: 4

Order: TV306910

Customer PO: W578-454

Order Date: 06/07/2005
Req Arrival Date: 06/10/2005

Spec Pack Instr:
Instructions:

Job Name:

Line#	Part	ALT.1	Description	Quantity Ordered	Quantity Allocated	Quantity Shipped	UOM	Within Cartons	Inventory Wgt. (lbs)
4	366218	FBOLAU12	6X12 MJ C110 OS L/A	1.00	1.00	1.00	EACH	1	148.00
Container:CS4848169									
5	91552	MJSTLA12U	12X6 MJ C153 SWVL TEE L/A	1.00	1.00	1.00	EACH	1	184.00
Container:CS4848169									

END OF ORDER

** END OF MASTER PACKING LIST **

Packed By: _____

Date: _____

A18

RECEIVING DOCUMENT
Stock

VENDOR KENNEDY VALVE

FOR RECEIVING 1

P.O.# W578-484 PAGE 1

LINE#	ORDER QTY	RECEIVED QTY	PRODUCT/DESCRIPTION.....	PRI LUC	NEW LUC	ALT LUC	NEW LUC	UM	TOT TAG
1	9	<u>9</u>	KK810514LAULSBHC 5-1/4 VU KB10 HYD 5"Ø BURY UL L/A	KENTAK	_____	_____	_____	EA	
2	30	<u>30</u>	K75/ILAXUR 8 MJ RW DI UR GATE VLV L/A	KENTAK	_____	_____	_____	EA	
3	7	<u>7</u>	KK8149514 COLLISION REP KIT 5-1/4 KB1A	KENHYD	_____	12	_____	EA	
4	2	<u>2</u>	K45/ILAI2UL 12 MJ RW UL GATE VLV L/A	VYARD	_____	_____	_____	EA	

SHIP-VIA: TRUCKLOAD/MOTOR FRI
*** LOCAL PICK-UP ***

FREIGHT TERMS: F FULL FREIGHT ALLOWED

WRITTEN-BY: Thomas Walsh

SHIP FROM CITY / ST	SHIP FROM ZIP	VENDOR SHIP DATE	VENDOR INVA	SHIPPING VIA	PRO/TRACKING NUMBER	ARRIVAL DATE	
WEIGHT	BOXES	BARRELS	PALLETS	LENGTHS	BUNDLES	CRATES	PIECES
PREPAID FRI CHARGES	COLLECT FRI CHARGES	DATE RECEIVED	RECEIVED BY	ENTERED BY			
			<i>ZWS</i>			<i>BAW</i>	



KENNEDY VALVE

1021 E. Water Street
 P.O. Box 931 • Elmira, New York 14902-0931
 Phone: 607-734-2211
 Fax: 607-734-3288
 Web Site: www.kennedyvalve.com

STOP #3

Packing Slip

S
O
L
D
T
O
EPPCO - FERGUSON ENTERPRISES
PO BOX 9406
HAMPTON, VA
23670
Connecticut

S
H
I
P
T
O
Delivery Address
EPPCO - FERGUSON ENTERPRISES #578
9 ISLAND BROOK AVENUE
BRIDGEPORT, CT
06606
Connecticut

Kv Order	Transport + Trace Number	Terms of Delivery	Customer Phone	Purchase Oder
315058	MTS/148239	S14 PREPAY AND DO NOT CHARGE	8606665634	W578-484

Pos. Item Description	Ordered Qty	Delivered Qty	Unit	Back Order	Weight
-----------------------	-------------	---------------	------	------------	--------

Special Instruction:
SHIP WHEN READY NEEDS ASAP

10 154655061510A54	9.0000	9.0000	PCS	0.0000	4338.180 [lb]
3 HYDT.5"K81A/NO CHAIN/BRIDGEPORT 10-6-94 00673-94					

Your Purchase Order is W578-484 Line is 1 Item KK81D514LAOLSBHC

20 10108007571R	30.0000	30.0000	PCS	0.0000	5190.000 [lb]
3 KS-RW/MJ-NRS-DI-O/R 9-5-00					

Your Purchase Order is W578-484 Line is 2 Item

30 1585C00R1X81Z	7.0000	7.0000	PCS	0.0000	105.000 [lb]
3 COLLISION KIT 5" K81A MCF 1-17-83					

Your Purchase Order is W578-484 Line is 3 Item

40 10112007571	2.0000	2.0000	PCS	0.0000	724.000 [lb]
3 KS-RW/MJ-NRS-DI 3-27-00					

Your Purchase Order is W578-484 Line is 4 Item

Total Weight 10357.180 [lb]

1-CRADLE@HYDTS
3-UNITS

METAL TRANSPORTATION SYSTEMS, INC.

6701 Manlius Center Road

Suite: 111

East Syracuse, N.Y. 13057

315-414-0069

DATE 7/1/05

DISPATCH NUMBER 361298

TRACTOR NO	TRAILER NO	EQUIPMENT OWNER	DRIVER
<u>699</u>	<u>82317</u>	<u>Metals Transportation</u>	<u>JOEY CRAWELL</u>

SHIPPER: Kennedy Valve
NAME: _____
ADDRESS: _____
SHIPPERS NO. _____

TIME IN _____ TIME BEGIN LOADING _____
TIME END LOADING _____ TIME OUT _____

CONSIGNEE: Lergusen Enterprises
NAME: _____
ADDRESS: 9 ISLAND BROOK RD
Bridgeport Conn

TIME IN 08:30 TIME BEGIN UNLOADING 09:30
TIME END UNLOADING 10:15 TIME OUT 10:30

NO PIECES	DESCRIPTION	WEIGHT
<u>48</u>	<u>VALVES</u>	<u>10357.180</u>

FOR DELIVERY PURPOSES ONLY

COMMENTS OR SPECIAL INSTRUCTIONS

CONSIGNEE SIGNATURE T. Walsh DATE _____ TIME _____

White - OFFICE COPY Yellow - CUSTOMER COPY

A19

PACKING SLIP
Mueller Co
P I C K S L I P

Page	1
CUST. BIN NUMBER	ORDER CHECKED BY
	3/83
	DATE CHECKED
	7/07/05

3

PLEASE REFER
TO THIS NUMBER ON
ANY INQUIRY

FERGUSON WATERWORKS
EPPCO # 578
ISLAND BROOK AVENUE
BRIDGEPORT CT 066065113

REQUESTED DATE	SHIPPING ORDER NO.
07/15/05	682246-SZ

W578-508

SOLD TO:
FERGUSON WATERWORKS
EPPCO # 576
PO BOX 9406
HAMPTON VA 23670

SHIP TO:
FERGUSON WATERWORKS
EPPCO # 578
9 ISLAND BROOK AVENUE
BRIDGEPORT CT 066065113

CUSTOMER CODE NUMBER		CLASS	CUSTOMER ORDER DATE	CUSTOMER ORDER NO.	FREIGHT			FREIGHT				CHARGE
25648200		6	07/01/05	W578-508	PREPAY	PREPAY	CHARGE	Fre-pay & Delivered				
STATE	TERRITORY	SHIPPING INSTRUCTIONS				CONTAINER TYPE AND PIECES				WEIGHT EACH	PALLET NO.	
CT	39 00	TRUCKLOAD/MOTOR FRT 698				BULK CARTON LETTER PIECES PER CARTON	NO OF CARTONS PREPACK PIECES PER PACK	NO OF CRATES PIECES PER CRATE	NO OF BUNDLES PIECES PER BUNDLE			
QUANTITY		SHIPPED	CATALOG NUMBER	DESCRIPTION	LOCATION							
ORDERED	AVAILABLE											
60		60	025008 330 ✓	1" BALL CORPORATION VALVE 1IN CC THREAD INLET CUST PART: MB25008G	N3AC		6	10			30 ¹⁶⁸	1
60		60	025209 330 ✓	1" INLINE BALL CURB VALVE 1IN MUELLER 110 TYPE K CO CUST PART: MB25209G	M2AE		6	10			39 ²³¹	1
20		20	010003 330 ✓	1" CORPORATION STOP GROUND KEY 1IN CC THREAD CUST PART: MH10003G	WIDE G19E		2	10			23 ⁴⁵	1
25		25	015428 420 ✓	1-1/4" SERVICE FITTING 1-1/4" MUELLER 110 TYPE K CUST PART: MH15428H	L9DE		1	25			39 ³⁹	1
10		10	015451 500	1-1/2" SERVICE FITTING 1-1/2IN MUELLER 110 TYPE CUST PART: MH15451J	J16A		1	10			21 ²¹	1

PACKING SLIP
Mueller Co
P I C K S L I P

Page 2

CUST. BIN NUMBER	ORDER CHECKED BY	DATE CHECKED
	3183	7/07/05

SOLD TO: FERGUSON WATERWORKS
EPPCO # 578
PO BOX 9406
HAMPTON VA 23670

SHIP TO: FERGUSON WATERWORKS
EPPCO # 578
9 ISLAND BROOK AVENUE
BRIDGEPORT CT 066065113

**PLEASE REFER
TO THIS NUMBER ON
ANY INQUIRY**

FERGUSON WATERWORKS
EPPCO # 578
9 ISLAND BROOK AVENUE
BRIDGEPORT CT 066065113

REQUESTED DATE	SHIPPING ORDER NO.
07/15/05	682246-52

W578-508

CUSTOMER CODE NUMBER	CLASS	CUSTOMER ORDER DATE	CUSTOMER ORDER NO.	FREIGHT			FREIGHT			CHARGE
25648200	6	07/01/05	W578-508	PREPAY	PREPAY	CHARGE				
				ALLOW <input checked="" type="checkbox"/>	CHG.		Pre-pay & Delivered			

STATE	TERRITORY	SHIPPING INSTRUCTIONS				CONTAINER TYPE AND PIECES				WEIGHT EACH	PALLET NO.	
		QUANTITY ORDERED	QUANTITY AVAILABLE	SHIPPED	CATALOG NUMBER	DESCRIPTION	LOCATION	BULK CARTON LETTER PIECES PER CARTON	NO. OF CARTONS PREPACK PIECES PER PACK			NO. OF CRATES PIECES PER CRATE
CT	39 00	TRUCKLOAD/MOTOR FRT 698										
		25		25	015451 420 ✓	1-1/4" SERVICE FITTING 1-1/4IN MUELLER 110 TYPE CUST PART: MH15451H	WUSE J19B	1 25			42 ⁴³	1
		20		20	015403 250	3/4" SERVICE FITTING 3/4IN MUELLER 110 TYPE K CUST PART: MH15403F	K1AE	A 20			19 ¹⁹	1
		10		10	010003 250	3/4" CORPORATION STOP GROUND KEY 3/4IN CC THRE CUST PART: MH10003F	WUSE E29C	1 10			14 ¹⁴	1
		10		0	015020 330	1" CORPORATION STOP 1IN CC THREAD INLET QUAR CUST PART: MH15020G	WUSE				40	1
		10		10	015451 550	2" SERVICE FITTING 2" MUELLER 110 TYPE K CON CUST PART: MH15451K	K8AB	B 10			27 ²⁸	1

THIS SHIPMENT WAS ACCEPTED BY THE CARRIER AS BEING IN GOOD CONDITION AND CONTAINING THE NUMBER OF UNITS ENUMERATED. IT IS THE CONSIGNEE'S RESPONSIBILITY TO IDENTIFY ANY DAMAGE OR PIECE COUNT DISCREPANCY AND TO OBTAIN A SIGNED RECEIPT WITH APPROPRIATE NOTATION. INSTRUCTIONS FOR HANDLING A FREIGHT CLAIM ARE PRINTED ON THE BACK OF THIS SHEET.

PACKING SLIP
Mueller Co
P I C K S L I P

Page	1	
CUST. BIN NUMBER	ORDER CHECKED BY	DATE CHECKED
	3/1/03	7/07/05

SOLD TO: FERGUSON WATERWORKS
EPPCO # 576
PO BOX 9406
HAMPTON VA 23670

PLEASE REFER TO THIS NUMBER ON ANY INQUIRY

FERGUSON WATERWORKS
EPPCO # 578
9 ISLAND BROOK AVENUE
BRIDGEPORT CT 066065113

SHIP TO: FERGUSON WATERWORKS
EPPCO # 578
9 ISLAND BROOK AVENUE
BRIDGEPORT CT 066065113

REQUESTED DATE	SHIPPING ORDER NO.
07/15/05	682246-6Z

CUSTOMER CODE NUMBER 25648200	CLASS 6	CUSTOMER ORDER DATE 07/01/05	CUSTOMER ORDER NO. W578-508	FREIGHT			FREIGHT			W578-508
				PREPAY	PREPAY	CHARGE				CHARGE
				ALLOW X	CHG.		Pre-pay & Delivered			

STATE	TERRITORY	SHIPPING INSTRUCTIONS				CONTAINER TYPE AND PIECES				WEIGHT EACH	PALLET NO.
						BULK CARTON/LETTER PIECES PER CARTON	NO. OF CARTONS OF PREPACK PIECES PER PACK	NO. OF CRATES PIECES PER CRATE	NO. OF BUNDLES PIECES PER BUNDLE		
CT	39 00	TRUCKLOAD/MOTOR FRT 698									
QUANTITY		SHIPPED	CATALOG NUMBER	DESCRIPTION	LOCATION	C 4					
ORDERED	AVAILABLE										
		4	480540	COMBINED DRILL AND TAP 1" CC THX REGULAR LENGTH	C128	6-51					
--- HONOR AND SHIP BACKORDERS FOR THIS P/O ---											
***** FLATBED / PALLETIZE *****											
CARRIER MUST CALL 24 HRS PRIOR TO DELIVERY											
#203-384-9402 CONTACT TOM WALSH FOR DELIVERIES TO											
EASTERN PIPE OR BRIDGEPORT HYDRAULIC COMPANY											
UPS COLLECT NUMBER - 2A177V											
						TOTAL					

A20

STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable

RECEIVED, subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading

the property below, in apparent good order except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

CUSTOMER PO#:

B/L No. 503078

CUSTOMER ORDER NUMBER W578-532	JM ORDER NUMBER PME Q5 151132 00	P / C / W PREPAID	DATE 7/20/05
CARRIER NAME FIRST AMERICUS ENTERPRISES, INC		TRAILER NUMBER T-	

SHIP FROM: JM MANUFACTURING COMPANY, INC. BOX 124 RD2 DELANO ROAD COCHRANTON PA	CONSIGNEE TO: FERGUSON ENTERPRISES INC. BRIDGEPORT 9 ISLAND BROOK AVENUE BRIDGEPORT CT 06606
CARRIER TO CALL CUSTOMER 24 HOURS PRIOR TO DELIVERY IN THE EVENT DELIVERY CANNOT BE MADE AS ARRANGED: PHONE # _____ NAME _____	

SHIPPING INSTRUCTIONS:
 JOHN ATALA 2033849402 24 HR PRECALL DRIVER CALL DAY BEFORE DELIVERY
 NO SUNBLEACHED PIPE
 SHIP COMPLETE

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
 The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

DESCRIPTION	FEET	PIECE	POUNDS
* SHORT FORM INSTALLATION GUIDE ATTACHED *			
PRT SDR35 GS 6" 13' GREEN GJ/2	6240.00	480.00	14726.40
PRT SDR35 GS 8" 13' GREEN GJ/2	780.00	60.00	3307.20
PRT SDR35 GS 12" 13' GREEN GJ/1	156.00	12.00	1482.00
GS 6" 10' S/W GREEN PERF	280.00	28.00	639.94
TOTAL WEIGHT:	20155.54		

15+1 add

T. Wall

Per J-M MFG

SHIPPER

Per

CARRIER OR AGENT

Per

Driver will be held responsible for delivering the right product to the right consignee; failure to do so could result in additional charges.

CEMENT LIQUID, N.O.S., FLAMMABLE LIQUID, NA 1133				
LUBRICANT	TUBE:	QT: 15	1 GAL:	5 GAL:
	FRT: *****	STOP OVER:	SUR CHG: 259.92	MILES: 476

CONSIGNEE

Per _____

THIS LOAD MUST BE PROTECTED FROM SMOKE DAMAGE. ABSOLUTELY NO CHAINS ARE TO BE USED. FAILURE TO COMPLY COULD RESULT IN REJECTION BY CONSIGNEE.

NO PART OF THIS SHIPMENT IS TO BE DIVERTED OR RECONSIGNEE WITHOUT THE EXPRESS AUTHORITY OF THE SHIPPER.

SCHEDULE DELIVERY TIME: _____ : _____

ACTUAL DELIVERY TIME: _____ : _____

EXPLANATION: _____

NOTE - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.
 The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____

CONSIGNEE

A21

26 JUL 2005 10:05:20

RECEIVING DOCUMENT
Stock

VENDOR ATLANTIC STATES CAST IRON PIPE FOR RECEIVING 1

P.O. # W578-534 PAGE 1

LINE#	ORDER QTY	RECEIVED QTY	PRODUCT/DESCRIPTION.....	PRI LUC	NEW LUC	ALT LUC	NEW LUC	UM	TOT TAG
1	1088	<u>1081</u>	DIS2SJPX 8 CL52 DI SJ PIPE	ATLYAR	_____	_____	_____	FI	
2	60	<u>60</u>	DISJ16X 8 DI SJ TYTON GSKI	WARYAR	_____	_____	_____	EA	
3	36	<u>36</u>	DIS2SJP24 24 CL52 DI SJ PIPE		_____	_____	_____	FI	

SHIP-VIA: VENDOR TRUCK
*** LOCAL PICK-UP ***

FREIGHT TERMS: F FULL FREIGHT ALLOWED

WRITTEN-BY: Thomas Walsh

SHIP FROM CITY / ST	SHIP FROM ZIP	VENDOR SHIP DATE	VENDOR INV#	SHIPPING VIA	PRO/TRACKING NUMBER	ARRIVAL DA	
WEIGHT	BOXES	BARRELS	PALLETS	LENGTHS	BUNDLES	CRATES	PIECES
PREPAID FRI CHARGES	COLLECT FRI CHARGES	DATE RECEIVED	RECEIVED BY	ENTERED BY			

SHIPPER'S 56899

RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of this Bill of Lading, at PHILLIPSBURG, N.J.

the property described below, in apparent good order except as noted (contents and condition of contents of packages unknown) marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Official Southern, Western and Illinois Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.
Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof set forth in the classification or tariff which governs the transportation of this shipment and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

DATE: P.O. BOX 9406
HAMPTON, VA 23670-0406
CONSIGNEE 07-25-05 56899
TO AND FEI - EPFCO #578
DESTINATION 9 ISLAND BROOK AVENUE
BRIDGEPORT, CT 06606
CARRIER 203-384-9402 VEHICLE NO. CUST. ORDER NO.

CONSIGNEE TO UNLOAD ALL MATERIAL		1043	W578-534
PLEASE NOTE ANY DISCREPANCIES ON FACE OF BILL OF LADING			

OUR ORDER NO.	ITEM NO.	PIECES SHPD.	DESCRIPTION	* WEIGHT (SUB. TO COR.)	
8-4308	1		8" TY PIPE, CL. 52 ANSI A21.51		
			DBL. C/L W/ACC.		
		53	18.13' =	960.89'	26998
		3	16.50' =	49.50'	1380
		1	17.25' =	17.25'	481
		3	17.75' =	53.25'	1485
			TOTAL: 60 PCS., 1080.89'	DCL	6000
	2		24" TY PIPE, CL. 52 ANSI A21.51		
			DBL. C/L W/ACC.		
		2	18.13' =	36.26'	4050
		TOTAL: 2 PCS., 36.26'	DCL	716	
60		8" TYTON GASKET		38	
	2	24" TYTON GASKET		8	
	4	QUART TYTON LUBE		8	
		TOTAL		41164	

"If the shipment moves between two ports by a carrier by water, the law requires that the bill of lading shall state whether it is carrier's or shipper's weight.

"NOTE—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

Per

ATLANTIC STATES CAST IRON PIPE CO.

SHIPPER PER

AGENT PER

Permanent post-office address of shipper, PHILLIPSBURG, N.J.

If charges are to be prepaid, write or stamp here, "To Be Prepaid."

Received \$ PREPAID to apply in prepayment of the charges on the property described hereon.

Agent or Cashier.

Per (The signature here acknowledges only the amount prepaid.)

Charges advanced:

† Shipper's imprint in lieu of stamp; not a part of bill of lading approved by the Interstate Commerce Commission.

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

(Signature of consignor.)

This shipment is correctly described. Correct Wt. is _____ Lbs.

Subject to verification by the: CARRIERS OR EASTERN WEIGHING INSPECTION BUREAU

According to Agreement

No.

ATLANTIC STATES CAST IRON PIPE CO.

I acknowledge receipt of shipment in good order.

Customer Signature

CONSIGNEE RESPONSIBILITY FOR DELAY CHARGES IN EXCESS OF 2 HOURS FREE UNLOADING TIME. DO NOT DROP ITEMS FROM TRUCK.
DATE OF DELIVERY _____ TIME OF ARRIVAL _____ TIME OF DEPARTURE _____

A22

06 JUL 2005 07:04:55

RECEIVING DOCUMENT
Stock

VENDOR J M MANUFACTURING CO INC

FOR RECEIVING 1

P. O. # WD/B-494 PAGE 1

LINE#	ORDER QTY	RECEIVED QTY	PRODUCT/DESCRIPTION.....	PRI LUC	NEW LUC	ALI LUC	NEW LUC	UM	TOT	TAG
1	4160	<u>4160</u>	SDR35P013 6X13 SDR35 PVC GJ SWR PIPE	PVCYAR	_____	_____	_____	FI		
2	3000	<u>3000</u>	SDR21PPF 3/4 SDR21 CL2000 PVC PIPE		_____	_____	_____	C		
3	1680	<u>1680</u>	SDR35SWPP10 4X10 SDR35 SW PVC PIPE	PVCIYA	_____	_____	_____	FI		
4	800	<u>800</u>	SDR35SWPP010 6X10 SDR35 SW PERF PIPE	PVCIYA	_____	_____	_____	FI		
5	351	<u>351</u>	SDR35P1513 15X13 SDR35 PVC GJ SWR PIPE	PVCYAR	_____	_____	_____	FI		

SHIP-VIA: VENDOR TRUCK
*** LOCAL PICK-UP ***

FREIGHT TERMS: F FULL FREIGHT ALLOWED

WRITTEN-BY: Thomas Walsh

SHIP FROM CITY / ST	SHIP FROM ZIP	VENDOR SHIP DATE	VENDOR INV#	SHIPPING VIA	PRO/TRACKING NUMBER	ARRIVAL DA	
WEIGHT	BOXES	BARRELS	PALLETS	LENGTHS	BUNDLES	CRATES	PIECES
PREPAID FRI CHARGES	COLLECT FRI CHARGES	DATE RECEIVED	RECEIVED BY	ENTERED BY			
		7/5/05	JDA	JDA			

STRAIGHT BILL OF LADING - SHORT FORM - Original - Not Negotiable

RECEIVED, subject to the classification and tariffs in effect on the date of the issue of this Bill of Lading

The property below, in apparent good order except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Uniform Freight Classification in effect on the date hereof, if this is a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

CUSTOMER PO#:

B/L No. 502748

CUSTOMER ORDER NUMBER W578-494	JM ORDER NUMBER PME Q5 148781 00	P / C / W PREPAID	DATE 7/01/05
CARRIER NAME GARDEMSCAPE TRANSPORT INC.		TRAILER NUMBER T	

SHIP FROM: JM MANUFACTURING COMPANY, INC. BOX 124 RD2 DELANO ROAD COCHRANTON PA	CONSIGNEE TO: FERGUSON ENTERPRISES INC. 9 ISLAND BROOK AVE BRIDGEPORT CT 06606
----------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------

CARRIER TO CALL CUSTOMER 24 HOURS PRIOR TO DELIVERY IN THE EVENT DELIVERY CANNOT BE MADE AS ARRANGED: PHONE # _____ NAME _____

SHIPPING INSTRUCTIONS: 203 384 9406 TOM PARTIAL STOCK/PARTIAL FOR JOB	SHIP AS COMPLETE AS POSSIBLE	Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.
-----------------------------------------------------------------------------	------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

DESCRIPTION	FEET	PIECE	POUNDS
* SHORT FORM INSTALLATION GUIDE ATTACHED *			
PRT SDR35 GS 6" 13' GREEN BEL/STD 8	4160.00	320.00	9817.60
PSW200 .75" 20' SE WHT BCL, 20019	3000.00	150.00	367.20
GS 4" 10' S/W ASTM D-3034 GREEN 2	1680.00	168.00	1719.82
GS 6" 10' S/W ASTM D-3034 GREEN 2	800.00	80.00	1828.40
PRT SDR35 GS 15" 13' GREEN BEL/STD 3	351.00	27.00	4979.11
15+odd			
TOTAL WEIGHT: 18712.12			

Per J-M MFG

SHIPPER

Per T.K

CARRIER OR AGENT

Per Ronald M...

Driver will be held responsible for delivering the right product to the right consignee; failure to do so could result in additional charges.

CONSIGNEE 3100

CEMENT LIQUID, N.O.S., FLAMMABLE LIQUID, NA 1133				
LUBRICANT	TUBE:	QT: 11	1 GAL:	5 GAL:
	FRT: *****	STOP OVER:	SUR CHG: 163.40	MILES: 430

THIS LOAD MUST BE PROTECTED FROM SMOKE DAMAGE. ABSOLUTELY NO CHAINS ARE TO BE USED. FAILURE TO COMPLY COULD RESULT IN REJECTION BY CONSIGNEE.

NO PART OF THIS SHIPMENT IS TO BE DIVERTED OR RECONSIGNEE WITHOUT THE EXPRESS AUTHORITY OF THE SHIPPER.

SCHEDULE DELIVERY TIME: _____ : _____

ACTUAL DELIVERY TIME: _____ : _____

EXPLANATION:

NOTE - where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding

CONSIGNEE

A23



A24









ARCHITECTURAL STONE GROUP
NOW OPEN
BLUESTONE • MASONRY SUPPLIES
COBBLESTONE • GRAVEL • SAND • CEMENT
Mon-Fri 7:00am - 4:00pm Sat 7:00am - 12:00pm









ARCHITECTURAL STONE GROUP
NOW OPEN
BLUESTONE • MASONRY SUPPLIES
COBBLESTONE • GRAVEL • SAND • CEMENT
Mon-Fri 7:00am - 4:00pm Sat 7:00am - 12:00pm

Winter Hours
Please call for details

THINSTON
SALE





ARCHITECTURAL STONE GROUP
NOW OPEN
BLUESTONE • MASONRY SUPPLIES
COBBLESTONE • GRAVEL • SAND • CEMENT
Mon-Fri 7:00am - 4:00pm Sat 7:00am - 12:00pm

SANDWICH



ZONING BOARD OF APPEALS APPLICATION

17

APR 18 '22 AM 9:47

The undersigned presents the following application for:

(Check all that Apply)

Variance Appeal from Zoning Officer Extension of Time Permit / Modification of Plan of Development Request for Re-hearing Change of Condition(s) of Approval; pursuant to the Zoning Regulations of the City of Bridgeport and/or the General Statutes of the State of Connecticut as to the premises located at:

106 (Number) Alice Street (Street) Zone AX-2 (Zone Classification)
On the North (North, South, East, West) side of the street about 275 feet West (North, South, East, West) from Sedgewick St (Street) Block: 1409 Lot: 36A

Dimension of Lot in Question 157x101x54x107 (Specify)

1. NAME OF APPLICANT / BUSINESS EDGAR VACA (Print)
2. APPLICANT INTEREST IN PROPERTY (OWNER, LESSEE, ETC.) Purchaser

3. HAS A PREVIOUS APPLICATION BEEN FILED? NO IF SO, GIVE DATE OF HEARING _____
4. DESCRIBE PROPOSED DEVELOPMENT continue to use the commercial building for manufacturing and continue to use the house for residential purposes

5. THIS APPLICATION RELATES TO: Check all that Apply
 Setback Coverage Landscaping Lot Area and Width Floor Area Height Parking Extension or Enlargement of Non-Conforming Use and/or Building Coastal Area Management Approval Liquor Use Other: to convert from nonconforming use to another custom cabinetry, marble and granite countertops

7. WHAT IS THE SPECIFIC HARDSHIP FOR GRANTING A VARIANCE (14-7-4)? _____

Property was designed for commercial use
APPLICANT Edgar Vaca (Signature) / Edgar Vaca (Print) DATE 04/18/22

If signed by agent, state capacity (lawyer, builder, etc) _____ / _____ (Email)

Mailing Address 65 Mathews Street, Stamford CT 06902 (Zip Code) Print FRANK MARTINELLI (Phone #)

PROPERTY OWNERS ENDORSEMENT Frank Martinelli (Signature) Print _____ (Print Code)
(if other than owner)

Subscribe & Sworn to before me this 18th day of April 20 22
Maria Agueda (Signature) Notary Public in & for the County of Fairfield, State of Connecticut.

NOTARY PUBLIC
My Commission Expires Dec 31, 2025

Note: READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All questions must be answered in detail (use separate sheet if necessary).
The Applicant, or Agent for, must adhere to the attached check list or it will not be possible for The Zoning Board of Appeals to process this application.

NO APPLICATION RECEIVED BY MAIL CAN BE ACCEPTED.
PLEASE MAKE CHECK PAYABLE TO ZONING BOARD OF APPEALS
(REFER TO ZONING DEPARTMENT AS TO FEES 203-576-7217)

FEE RECEIVED: \$245 DATE: 4/18/22 2022 Clerk [Signature]

FOR OFFICE USE ONLY (Rev. 6/22/16)

APRIL 18, 2022

To Whom it May Concern:

MY NAME IS EDGAR VACA AND I AM ACQUIRING 106 ALICE STREET, LOCATED IN BRIDGEPORT, CONNECTICUT. I INTEND TO RELOCATE MY GRANITE AND MARBLE COUNTERTOP BUSINESS INTO THE PROPERTY. I AM THEREFORE REQUESTING THAT THE BRIDGEPORT ZONING BOARD OF APPEALS GRANT ME A VARIANCE TO CONVERT THE PROPERTY FROM AN EXISTING NON-CONFORMING USE TO A DIFFERENT NON-CONFORMING USE. THE PROPERTY WAS PREVIOUSLY USED AS A SHOWER DOOR MANUFACTURING FACILITY AND I WILL USE IT FOR A CUSTOM COUNTERTOP AND COUNTERTOP PRODUCTION FACILITY.

SINCERELY:

EDGAR VACA

EDGAR VACA

65 Mathews Street

Stamford, CT 06902

(203) 912-9553

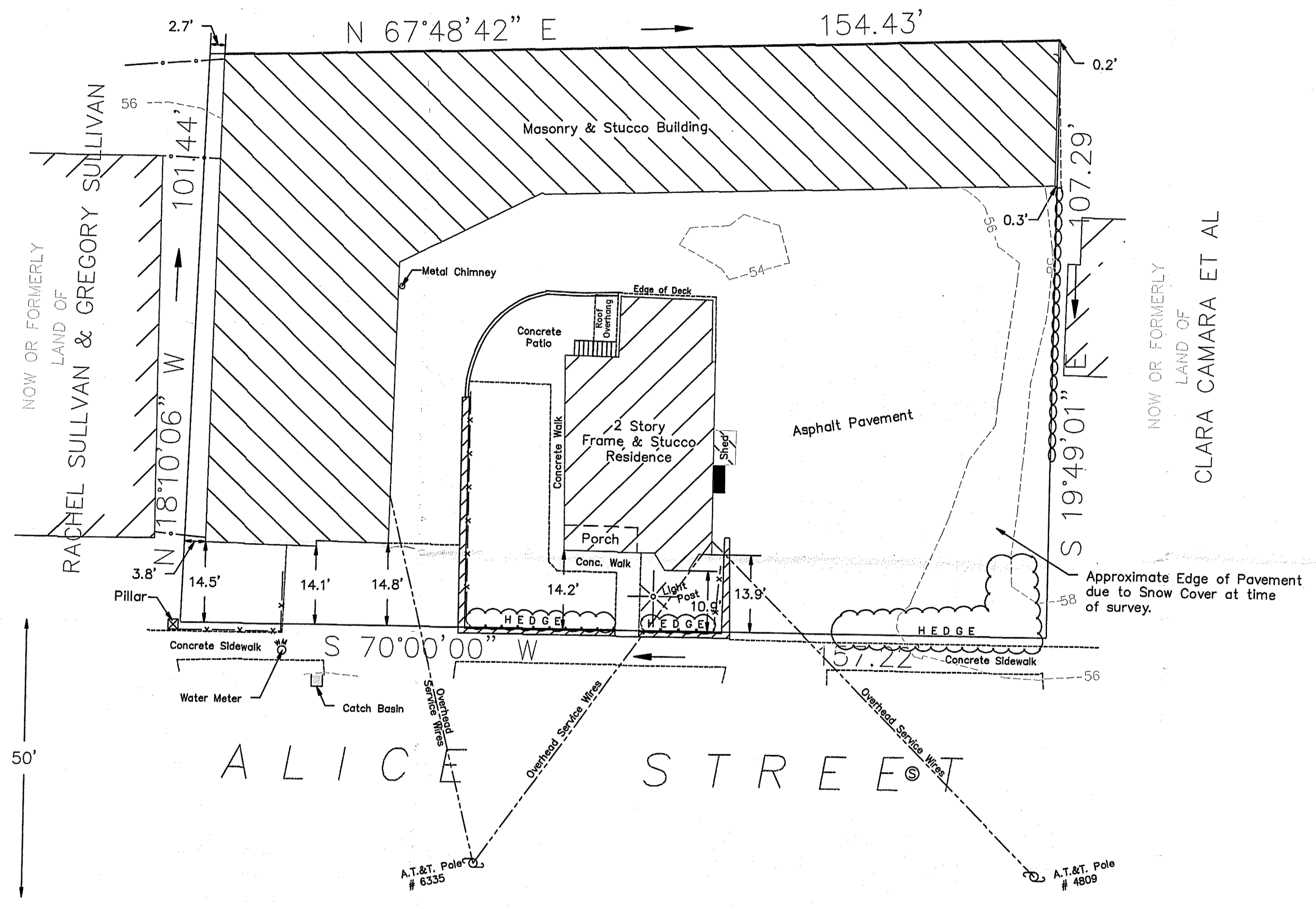
AZARM BAHMAN & ANDREA 1700 POST RD STE C- 16	GONZALES ANGEL & LUZ 133 ALICE ST	ESPURIO VANDRO A 1639 PARK AVE
MEJIAS JUANA & CRISTINA C 113 ALICE ST	LAVAREDAS ANTONIO & ILDA 109 ALICE ST	MUNGIN MARC J P O BOX 831
FERNANDES ALINE ET AL 89-93 ALICE ST	SBM 140 LLC 7 RITA AVENUE UNIT H	ATILHO OCTAVIO & ARMINDA 123 OLDFIELD RD
P & S MANUFACTURING LLC 106 LOURMEL STREET	CAMPBELL PAULINE ET AL 210 FRENCH ST	106 ALICE STREET LLC 106 ALICE ST
RODRIGUEZ FELIX RENE ET AL 201 WHEELER AVENUE	LORIME JEAN 198 THOMPSON STREET	DE BRITO EDVALDO GOMES 247 ALICE STREET
DAGRACA ANA CRISTINA & CARLOS 12 MARIA ALICIA DRIVE	BEAUMONT PROPERTIES LLC 52 VISTA DRIVE	CALDERON JOSE & ETALS 169 WHEELER AVE
JFT EQUITY LLC 155 WHEELER AVENUE		

NOW OR FORMERLY LAND OF MARTA M. ACEVEDO

NOW OR FORMERLY LAND OF JEAN LORIME

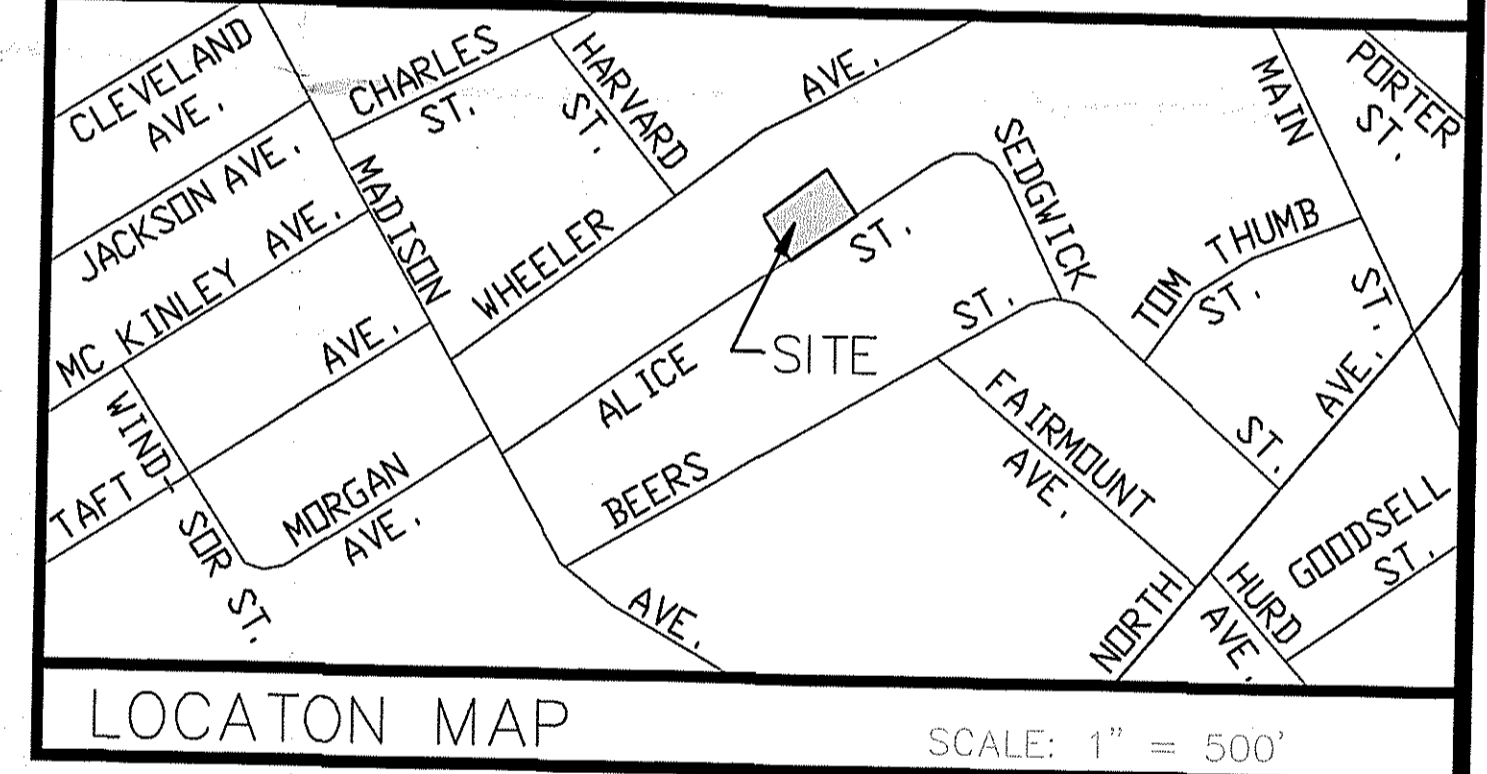
NOW OR FORMERLY LAND OF ALFONSO TAPIA & OLGA TAPIA

NOW OR FORMERLY LAND OF JOSE CALDERON & ET ALS



DEVELOPMENT STANDARDS FOR R-C ZONE		REQUIRED Min./Max.	Existing Conditions	Proposed Conditions	As-built Conditions
LOT					
Lot area, minimum		9,000	16,247		
Frontage, minimum		60 ft.	157.22 ft.		
Floor area ratio, maximum		n.a.	n.a.		
Principal building size, maximum		2,700 s.f.	6,107 s.f. for mas. bldg 1,222 s.f. for res.		
PRINCIPAL BUILDING SETBACK					
Front lot line, minimum from		15 ft	14.1 ft. for mas. bldg 10.9 ft. for res.		
Side lot line, minimum from		10 ft (1)	10 ft. (1)		
One side		Note 1	0.2 ft for mas. bldg		
Both side shall added up to		Note 1	2.9 ft for mas. bldg		
Rear lot line		The less of 20% of lot depth or 50 Ft.	0.1 ft for mas. bldg		
Maximum					
ACCESSORY STRUCTURE SETBACK					
Setback minimum		Note 9	Note 9		
Front lot line		The lesser of 50% of lot depth or 75 ft.	30.1 ft		
Side lot line		3 ft	57.1 ft		
Rear lot line		3 ft	68.5 ft		
Corner lot		Note 2	-		
Floor area maximum		Note 4	24 s.f.		
COVERAGE					
Building coverage, maximum		60%	45.1%		
Site coverage, maximum		70%	83.3 ±%		
LANDSCAPED AREA					
Minimum		30%	16.7 ±%		
HEIGHT					
Principal Building, maximum		Note 6	Note 6		
To mid-point of highest roof		4 stories or 45 ft	1 Story for mas. bldg 2 Story for res.		
To ridge		n.a.	16.3 ft for mas. bldg 17.9 ft for res.		
Accessory Structure maximum		n.a.	19.4 ft for mas. bldg 20.9 ft for res.		
Flat or rounded roof		12 ft	-		
To ridge		15 ft	-		

NOTE:
 1 Side setback shall be either ten (10) ft minimum or forty (40) percent building height, whichever is greater.
 2 Corner lots are required to provide two front yards.
 3 R-A 5,000 sq ft lot minimum shall apply only to lawfully created lots that pre-exist the effective date of these Regulations. No new lots shall be created.
 4 See Section 4-9-1(c)(2).
 5 On lots of five (5) acres or more, building coverage shall not exceed 60% and site coverage shall exceed 70%.
 6 For nursing homes, convalescent homes, assisted living facility or congregate housing, maximum allowable height of principal building shall be 6-stories or 60 feet and the lot size is at least five (5) acres. (Dormitories excluded).
 7 For public interdistrict multi-magnet schools with 200,000 square feet or more of floor area R-A zone, Table 3.A. All other schools, see Table 3.
 Not applicable: n.a.



- NOTES:
- THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300b-1 THROUGH 20-300b-20, AND THE "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ADOPTED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC., ON SEPTEMBER 26, 1996.
 - THE TYPE OF SURVEY PERFORMED IS A BUILDING ZONING/LOCATION MAP.
 - THE BOUNDARY DETERMINATION IS BASED UPON THE DEPENDENT RESURVEY METHOD.
 - THE SURVEY CONFORMS TO HORIZONTAL CLASS A-2 ACCURACY STANDARDS. VERTICAL DATA CONFORMS TO A CLASS T-2 STANDARDS, REFERS TO AN ASSUMED DATUM.
 - THE SUBJECT PROPERTY IS SHOWN AS TAX MAP 46, BLOCK 1409, TAX LOT 36-A
 - THE SUBJECT PROPERTY IS LOCATED IN 'RC' ZONE.
 - THE SUBJECT PROPERTY IS OWNED BY RONALD B. BENINCO & DONALD W. SMITH REFER TO RECORD DEED VOL. 1628, PG. 1145 ON FILE IN THE OFFICE OF THE BRIDGEPORT TOWN CLERK.

AREA = 16,247 SQ. FT.
 or 0.3730 AC.

THIS SURVEY WAS PREPARED FOR A SPECIFIED PURPOSED. ANY USE OTHER THAN THAT WHICH IT WAS ORIGINALLY INTENDED IS A MISUSE OF THIS INFORMATION AND RENDERS THE PREPARER'S DECLARATION NULL AND VOID.

UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS IF ANY ARE NOT SHOWN.

UNAUTHORIZED ALTERATIONS OR ADDITIONS TO THIS SURVEY, WHICH BEARS THE SURVEYORS STAMP OR SEAL, RENDERS ANY DECLARATION SHOWN HEREON NULL AND VOID.

THE DECLARATION SHOWN RUNS TO THE PERSON, OR PERSONS FOR WHOM THE SURVEY WAS PREPARED FOR. THE DECLARATION IS NOT TRANSFERABLE.

THE SURVEY AND DECLARATION SHOWN HEREON IS NULL AND VOID WITHOUT THE LICENSED SURVEYORS LIVE SIGNATURE OR EMBOSSED SEAL.

MAP REFERENCE:
 RECORD MAP ENTITLED "MAP OF SURVEY OF PROPERTY IN BRIDGEPORT, CONN. FOR: BENNY TILE COMPANY, INC. SCALE: 1" = 20' MAY 6, 1980" BY THE FULLER & CO., INC. ENGINEERS ~ SURVEYORS 1301 WOOD AVENUE BRIDGEPORT, CONN. 06604

ZONING/LOCATION SURVEY
 MAP OF PROPERTY

PREPARED FOR
 Frank Martinelli LLC
 106 ALICE STREET
 BRIDGEPORT, CONNECTICUT

SCALE: 1" = 20' FEB. 4, 2015

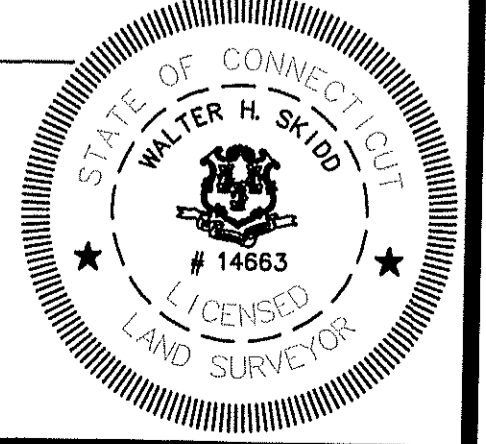


WALTER H. SKIDD - LAND SURVEYOR LLC

To the best of my knowledge and belief this map is substantially correct as noted hereon.

WALTER H. SKIDD, L.S. Conn. Reg. # 14663
 1992 STRATFIELD ROAD - FAIRFIELD, CONN.
 TELEPHONE (203) 373-0401

235
 5-10-22



EMBOSSSED SEAL



ZONING BOARD OF APPEALS APPLICATION

The undersigned presents the following application for:

(Check all that Apply)

- Variance
- Appeal from Zoning Officer
- Extension of Time Permit / Modification of Plan of Development
- Request for Re-hearing
- Change of Condition(s) of Approval; pursuant to the Zoning Regulations of the City of Bridgeport and/or the General Statutes of the State of Connecticut as to the premises located at:

415 N. WASHINGTON AVENUE Zone P2
(Number) (Street) (Zone Classification)

On the NORTH side of the street about 110 feet EAST from
(North, South, East, West) (North, South, East, West)

HOUSATONIC AVENUE Block: 1533 Lot: 4
(Street)

Dimension of Lot in Question 58.50' X 109.26' X 76.0' X 110.0'
(Specify)

1. NAME OF APPLICANT / BUSINESS OSNI AUTOMOTIVE
(Print)

2. APPLICANT INTEREST IN PROPERTY (OWNER, LESSEE, ETC.) LESSEE

3. HAS A PREVIOUS APPLICATION BEEN FILED? NO IF SO, GIVE DATE OF HEARING -
(Yes or No)

4. DESCRIBE PROPOSED DEVELOPMENT ESTABLISH A LIGHT MOTOR VEHICLE SERVICE FACILITY IN EXISTING BUILDING.

5. THIS APPLICATION RELATES TO: Check all that Apply

- Setback
- Coverage
- Landscaping
- Lot Area and Width
- Floor Area
- Height
- Parking
- Extension or Enlargement of Non-Conforming Use and/or Building
- Coastal Area Management Approval
- Liquor
- Use
- Other: USE

6. USE TO BE MADE OF PROPERTY LIGHT MOTOR VEHICLE SERVICE

7. WHAT IS THE SPECIFIC HARDSHIP FOR GRANTING A VARIANCE (14-7-4)? EX. LT. INDUSTRIAL BUILDING IN REVISED ZONE

APPLICANT Osnei Paulo Palfav DATE 04/07/22
(Signature) (Print)

If signed by agent, state capacity (lawyer, builder, etc) _____ / _____
(Email)

Mailing Address _____

PROPERTY OWNERS ENDORSEMENT [Signature] Print Edwin F Arevalo
(If other than owner) (Signature) (Zip Code) (Phone #)

Subscribe & Sworn to before me this 07 day of April 2022
Lourem Mcklosky Notary Public in & for the County of Fairfield, State of Connecticut.

Note: READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

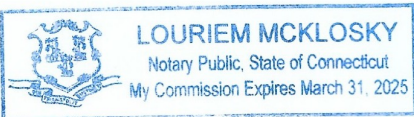
All questions must be answered in detail (use separate sheet if necessary).

The Applicant, or Agent for, must adhere to the attached check list or it will not be possible for The Zoning Board of Appeals to process this application.

**NO APPLICATION RECEIVED BY MAIL CAN BE ACCEPTED.
PLEASE MAKE CHECK PAYABLE TO ZONING BOARD OF APPEALS
(REFER TO ZONING DEPARTMENT AS TO FEES 203-576-7217)**

FEE RECEIVED: _____ DATE: _____, 20____ Clerk _____

FOR OFFICE USE ONLY (Rev. 6/22/16)



OSNI AUTOMOTIVE
415 N. Washington Avenue
Bridgeport CT 06606

April 6, 2022

Zoning Board of Appeals
City of Bridgeport
45 Lyon Terrace
Bridgeport, CT 06604

RE: Statement of Variance

The applicant, Osni Automotive leased the building located at 415 North Washington Avenue for the purpose on operating a light motor vehicle service facility. The intent is to carry out routine maintenance such as brake repair, plugs etc. No engine or transmission replacement will be carried out at this facility.

However, the building, which was constructed in the early 1900's predates current zoning regulations which now does not allow such a facility as of right.

In order to establish this facility, I am seeking a variance of the minimum side yard setback requirement as well as validation of this use.

With Thanks

 Osni Automotive

INSTRUCTIONS:

- SECTION 1&2 Must be completed by the APPLICANT
- SECTION 3 Must be completed and signed by the local authorities of the city or town in which the location is proposed
- Submit the completed application with required attachments by mail to: DEPARTMENT OF MOTOR VEHICLES, DEALERS AND REPAIRERS UNIT Room 102, 60 STATE ST, WETHERSFIELD, CT 06161-2011

SECTION 1 BUSINESS INFORMATION

PLEASE CHECK ONE BOX ONLY:
TYPE OF LICENSE:

NEW DEALER USED DEALER GENERAL REPAIRER LIMITED REPAIRER LEASING MANUFACTURER

PLEASE CHECK ONE BOX ONLY:
TRANSACTION TYPE:

NEW LICENSE CHANGE MEMBER ADD PROPERTY CHANGE LOCATION CHANGE OF BUSINESS NAME (DBA, LLC, ETC.)

Name Under which Business is to be Conducted (Please include DBA if applicable):

OSNI AUTOMOTIVE

Existing License number (if applicable):

N/A

Full Address of Location for Which License is Requested:

415 N. WASHINGTON AVE, BRIDGEPORT CT 06606

Business License # from Secretary of State:

Mailing Address, If Different From Above:

SAME AS ABOVE

FEIN #:

If Incorporated or LLC, Under the Laws of which State:

E Mail Address

FRAN_PALTANINE_HOTMAIL.COM

The Business Holds a Factory Franchise to Sell the Following Make(s) of Vehicle(s) at The Above Location for (New, Used, Car Dealers Only):

MINOR REPAIRS ONLY - NO SALE OF VEHICLES

List all Makes of Vehicles Manufactured by the Applicant which are offered in the State of Connecticut. (Manufacturers Only)

N/A

If applicant firm is owned by individual or partnership, enter data below for all owners. If owned by a corporation, enter data for officers. If LLC, Enter data for members.

NAME	TITLE	HOME ADDRESS	PHONE #	SOCIAL SECURITY #	DATE OF BIRTH
OSNI PALTANIN	OWNER	167 BULLARD ST. FAIRFIELD CT 06825	203-873- 1605		12/7/1974

New/Used Car Dealers and Manufacturers only (MUST CHECK ONE)

- I am applying for a Dealer's license and do not hold, or intend to apply for a Manufacturer's license
- I am applying for a Manufacturer's license and do not hold, or intend to apply for a Dealer's license

SECTION 2 TO BE COMPLETED BY LEASING COMPANIES ONLY

Do you lease vehicles for periods of 30 days or more?
 YES NO

Leasing company's normal business hours

CONTACT PERSON FOR REGISTRATION RENEWAL ISSUES

Name Phone # Fax # Email

CERTIFICATION (To be signed by Owner, Partner, Managing Member or Authorized Officer in presence of notary)

Pursuant to CGS 53a-157b, I declare that the statements made by me in this application or in any documents attached hereto are true and complete to the best of my knowledge and belief.

Signed (Owner, Partner, Managing Member or Officer) X <i>Osni Paltanin</i>	Title OWNER	Date 04/07/2022
Subscribed and sworn to before me: Bridgeport - CT	Signed: (Notary Public, Justice of the Peace, or Commissioner of Superior Court) X <i>Thomas Newberry</i>	Date Commission Expires March 31, 2025

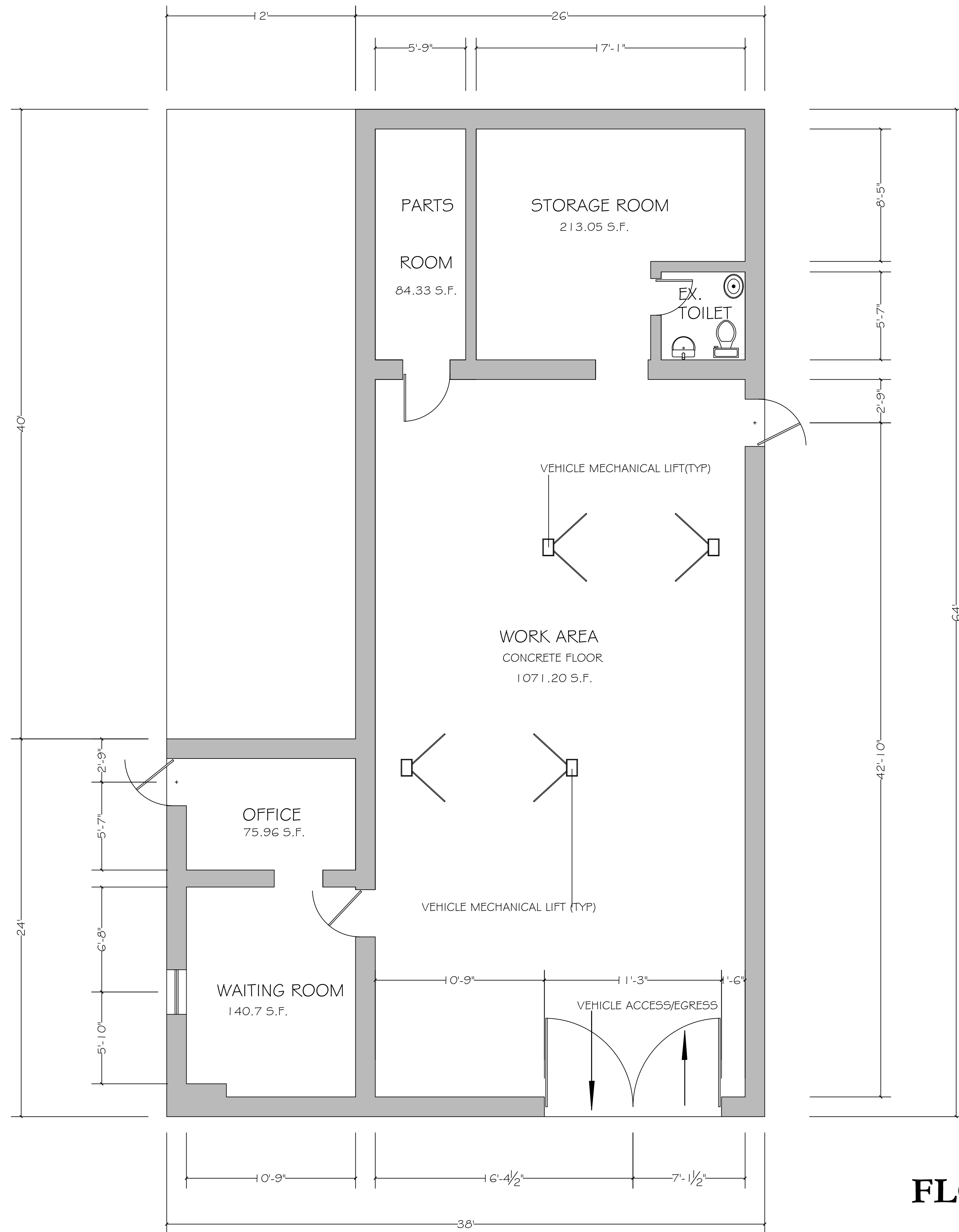
SECTION 3 CERTIFICATION OF LOCAL APPROVAL FOR PROPOSED LOCATION - NOT APPLICABLE FOR LEASING OR MANUFACTURERS

Pursuant to CGS 14-54, local approval is hereby granted for the above named firm or individuals to conduct a business of the type checked above at the location specified in this application.

Are there any restrictions placed on the licensee's use of property? YES NO (If "YES," a copy of the restrictions MUST be attached to this application.)

Signature of Authorized Zoning Official X	Printed Name of Authorized Zoning Official	Title of Zoning Official	Date
Signatures of Building Officials and Fire Marshal indicate compliance with applicable laws and regulations (Required for New and Used Dealers, General and Limited Repairer ONLY)			
Signature of Building Official X	Printed Name of Building Official		Date
Signature of Local Fire Marshal X	Printed Name of Local Fire Marshal		Date

ATTACH ADDITIONAL PAGES IF NECESSARY



GENERAL NOTES

THIS FACILITY SHALL BE USED EXCLUSIVELY FOR MINOR AND ROUTINE SMALL VEHICLE MAINTENANCE. NO MAJOR MECHANICAL REPAIRS SHALL BE CARRIED OUT.



SHEET
A1.0

REV. NOTES

DATE:
4/5/2022

DRAWN BY:
LEACHIN DESIGNS

APPROVED BY:
ANN BROWN P.E.
9 LAUREL LANE
SHERMAN CT
(PH) 203-770-7870

APPLICATION TO ESTABLISH LIGHT
MOTOR VEHICLE SERVICE FACILITY AT
415 NORTH WASHINGTON AVENUE

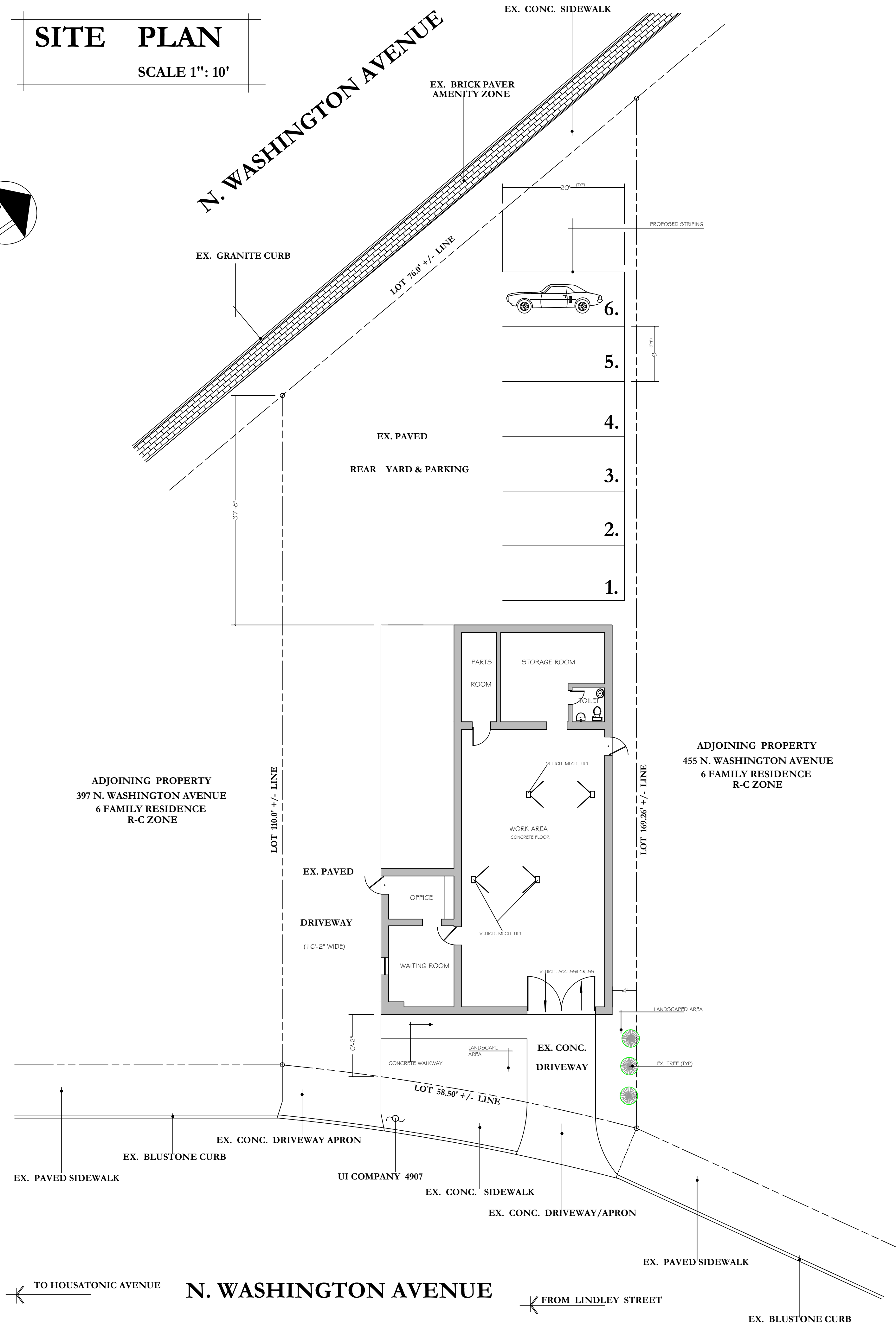
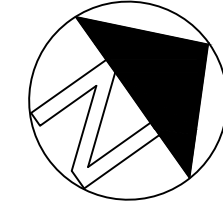
OSNI AUTOMOTIVE
415 N. WASHINGTON AVENUE
BRIDGEPORT CT
Ph. (203) 460-2765

FLOOR PLAN
SCALE 1/4"=1'-0"

<p>397 North Washington Ave.</p> <p>Signature Auto Sales 138 York Road Fairfield, CT 06825</p>	<p>560 North Washington Ave #07</p> <p>City of Bridgeport 45 Lyon Terrace Bridgeport, CT 06604</p>
<p>560 North Washington Ave #01</p> <p>560 N. Washington Ave. 440 Mamaroneck Ave #N-503 Harrison, NY 10528</p>	<p>560 North Washington Ave #02</p> <p>NW Bridgeport LLC 1559 S. Sepulveda Blvd Los Angeles, CA 90025</p>
<p>560 North Washington Ave #03</p> <p>Brass 560 LLC 375 Mountain Grove St Bridgeport, CT 06605</p>	<p>560 North Washington Ave. #04</p> <p>Delcon Industries LLC PO Box 55346 Bridgeport, CT 06610</p>
<p>560 North Washington Ave #05</p> <p>Unit 5 Holding LLC 15 Livingston St Bridgeport, CT 06605</p>	<p>560 North Washington Ave #06C</p> <p>Melric Trading Company 1 Bruce Lane Westport, CT 06880</p>
<p>560 North Washington Ave #06A</p> <p>Melric Trading Company 1 Bruce Lane Westport, CT 06880</p>	<p>5 Wells St</p> <p>Wells St LLC C/O Mawley Avenue Assoc. 375 Mountain Grove St. Bridgeport, CT 06604</p>
<p>560 North Washington</p> <p>Bridgeport City of 45 Lyon Terrace Bridgeport, CT 06604</p>	<p>560 North Washington Ave #06F</p> <p>Bridgeport City Of C/O Starlight Properties 1 Grand St. Bridgeport, CT 06604</p>
<p>560 North Washington Ave #06E</p> <p>Bridgeport City Of C/O Starlight Properties 1 Grand St. Bridgeport, CT 06604</p>	<p>560 North Washington Ave #09</p> <p>WA Associates LLC PO Box 1111 Stamford, CT 06904</p>
<p>560 North Washington Ave #08</p> <p>Bridgeport City Of C/O Starlight Properties 1 Grand St. Bridgeport, CT 06604</p>	<p>803 Housatonic Ave. #805</p> <p>John M Ray 64 Blakeslee Road Litchfield, CT 06759</p>
<p>785 Housatonic Avenue</p> <p>765 Housatonic Avenue LLC 765 Housatonic Avenue Bridgeport, CT 06604</p>	<p>25 Wells St</p> <p>MoHawk Properties LLC</p> <p>25 Wells St Bridgeport, CT 06604</p>
<p>855 Housatonic Ave.</p> <p>Wells Street LLC. C/O Mawley Avenue Assoc. 375 Mountain Grove St. Bridgeport, CT 06604</p>	

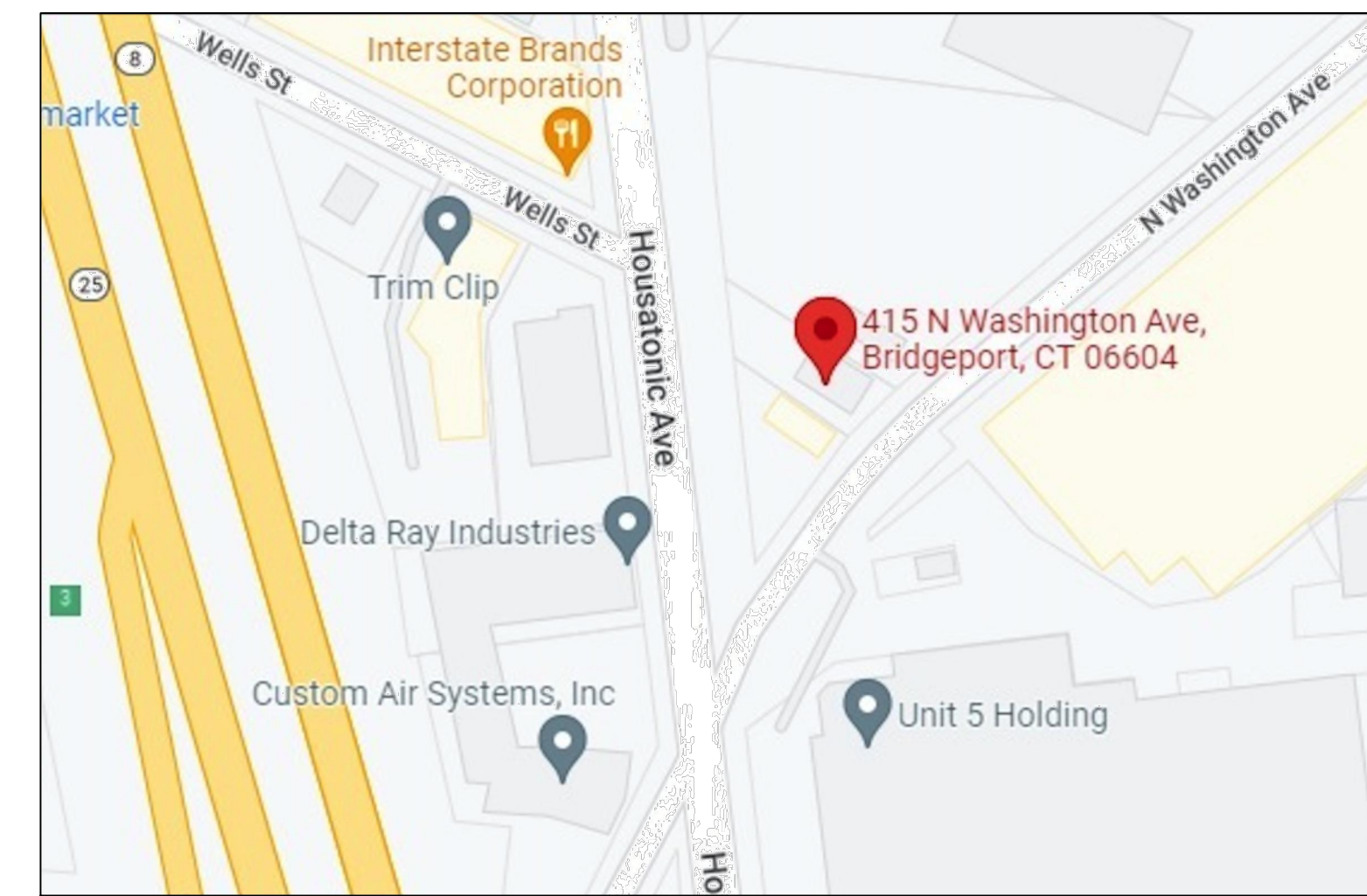
SITE PLAN

SCALE 1" = 10'



LOCATION MAP

NOT TO SCALE



P2 CIVIC & INSTITUTIONAL ZONE DEVELOPMENT STANDARDS

STANDARDS	ALLOWED	EXISTING	PROPOSED
lot width, minimum	50 ft	58.5 ft	58.5 ft
Primary Street Setback, min.	10 ft	10.17 ft	10.17 ft
Non-Primary St. Setback, min.	5 ft	37.8 ft	37.8 ft
Side Setback, min.	5 ft.	4 ft.	4 ft. *
Space between buildings, min.	12 ft.	20 ft.	20 ft.
Rear setback, min.	10 ft.	37.8 ft.	37.8 ft.
Site Coverage, max.	90%, max.	86.30%	86.30%
Height	3 Stories max.	1 Story	1 Story
Ground story height	10 ft, min 24 ft, max.	16 ft.	16 ft.
All Other Story height	9 ft, min 14 ft, max.	N/A	N/A
Tower	Allowed	Allowed	Allowed
Light Vehicle Service			Minor Maintenance *

Special Note :

* DENOTES VARIANCE REQUIRED

SPECIAL NOTE:

THIS SITE PLAN WAS NOT PREPARED FROM INFORMATION OBTAINED FROM A CLASS A2 SURVEY AND IS SUBJECT TO ANY CHANGES OR AMMENDMENTS THAT A CLASS "A" SURVEY MAY REQUIRE

SHEET #

SI

REV. NOTES

DATE :

4/05/2022

DRAWN BY:

LEACHIN DESIGN



APPROVED BY:

ANN BROWN P.E.
9 LAUREL LANE
SHERMAN CT
(PH) 203-770-7870

APPLICATION TO ESTABLISH LIGHT MOTOR VEHICLE SERVICE FACILITY AT 415 NORTH WASHINGTON AVENUE

OSNI AUTOMOTIVE
415 N. WASHINGTON AVENUE
BRIDGEPORT CT
203-873-1605



ZONING BOARD OF APPEALS APPLICATION

The undersigned presents the following application for:

(Check all that Apply)

Variance Appeal from Zoning Officer Extension of Time Permit / Modification of Plan of Development Request for Re-hearing Change of Condition(s) of Approval; pursuant to the Zoning Regulations of the City of Bridgeport and/or the General Statutes of the State of Connecticut as to the premises located at:

595 Madison Avenue Zone P2
(Number) (Street) (Zone Classification)

On the South side of the street about 75.00' feet Northwest from
(North, South, East, West) (North, South, East, West)

Center Street Ext Block : 46/1425 Lot: 1/A
(Street)

Dimension of Lot in Question 360.00' x 297.08' x 271.44' x 310.00'
(Specify)

1. NAME OF APPLICANT / BUSINESS Wakeman Memorial Association, Inc.
(Print)

2. APPLICANT INTEREST IN PROPERTY (OWNER, LESSEE, ETC.) Lessee

3. HAS A PREVIOUS APPLICATION BEEN FILED? No IF SO, GIVE DATE OF HEARING _____
(Yes or No)

4. DESCRIBE PROPOSED DEVELOPMENT Modify the floor plan of previously approved 44,500 community facility to permit a medical office use within the proposed second floor of said building.

5. THIS APPLICATION RELATES TO: Check all that Apply
 Setback Coverage Landscaping Lot Area and Width Floor Area Height Parking Extension or Enlargement of Non-Conforming Use and/or Building Coastal Area Management Approval Liquor Use Other: _____

6. USE TO BE MADE OF PROPERTY Permit medical office within the second floor of community facility building approved November 25, 2019

7. WHAT IS THE SPECIFIC HARDSHIP FOR GRANTING A VARIANCE (14-7-4)? See attached

APPLICANT [Signature] DATE 03/16/2022
(Signature) (Print)

If signed by agent, state capacity (lawyer, builder, etc) _____ / _____
(Email)

Mailing Address c/o Chris Russo, Russo & Rizio, LLC, 10 Sasco Hill Road, Fairfield
(Zip Code) (Phone #)

PROPERTY OWNERS ENDORSEMENT _____ Print _____
(If other than owner) (Signature)

Subscribe & Sworn to before me this _____ day of _____ 20_____
Notary Public in & for the County of Fairfield, State of Connecticut.

Note: READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All questions must be answered in detail (use separate sheet if necessary).
The Applicant, or Agent for, must adhere to the attached check list or it will not be possible for
The Zoning Board of Appeals to process this application.
NO APPLICATION RECEIVED BY MAIL CAN BE ACCEPTED.
PLEASE MAKE CHECK PAYABLE TO ZONING BOARD OF APPEALS
(REFER TO ZONING DEPARTMENT AS TO FEES 203-576-7217)

_____ FEE RECEIVED: _____ DATE: _____, 20____ Clerk _____

Lisa S. Broder*
L.Broder@russorizio.com
Colin B. Connor
Colin@russorizio.com
Robert G. Golger
Bob@russorizio.com
David K. Kurata
DKurata@russorizio.com
Stanton H. Lesser+
Stanton@russorizio.com
Katherine M. Macol
Kathy@russorizio.com
Victoria L. Miller*
Victoria@russorizio.com
Anthony J. Novella*
Anovella@russorizio.com



10 Sasco Hill Road, Fairfield, CT 06824
Tel 203-254-7579 or 203-255-9928
Fax 203-576-6626

5 Brook St., Suite 2B, Darien, CT 06820
Tel 203-309-5500

299 Broadway, Suite 708, New York, NY 10007
Tel 646-357-3527

www.russorizio.com

March 17, 2022

Leah M. Parisi
Leah@russorizio.com
William M. Petroccio*
WPetro@russorizio.com
Raymond Rizio*
Ray@russorizio.com
Christopher B. Russo
Chris@russorizio.com
Robert D. Russo*
Rob@russorizio.com
John J. Ryan+
John@russorizio.com
Jane Ford Shaw
Jane@russorizio.com
Vanessa R. Wambolt
Vanessa@russorizio.com
* Also Admitted in NY
* Also Admitted in VT
+ Of Counsel

Dennis Buckley
Zoning Administrator
Zoning Department
45 Lyon Terrace
Bridgeport, CT 06604
HAND-DELIVERED

Re: Petition for Variances – 595 Madison Avenue

Dear Mr. Buckley:

Please accept, on behalf of my client, Wakeman Memorial Association, Inc., (the “Petitioner”), the following narrative and enclosed application materials as part of an application for variances of the Bridgeport Zoning Regulations (the “Regulations”) for the property located at 595 Madison Avenue (the “Site”) to modify the floor plans of a prior approval to construct a two-story, Forty-four thousand five hundred square foot (44,500 SF) community facility containing a gymnasium, squash courts, classrooms, administrative offices, and kitchen with associated pickup/drop-off area, off-street parking and Site improvements in the former R-B Zone, which was approved per plans (the “P&Z Approval”). The Petitioner now seeks for a modification to the floor plans approved under the P&Z Approval, to create medical office space on the proposed second floor to serve the surrounding community in the now P2 Zone.

Variances Requested

1. Variance of Section 3.140.9 of the Regulations to permit a medical office use within the second floor of the approved building under the Civic Building Type in the P2 Zone;

Narrative

The Petitioner requests a variance from the Regulations to modify the approved second floor plan a 44,500 SF community facility under the P&Z Approval. The Site is located on Madison Avenue a little over a block north of North Avenue and it is the former location of the blighted North End Boys and Girls Club. The Site is enveloped by the property containing

Central High School and Beachwood Park, which is located on the corner of Madison Avenue and Center Street Extension. A holding facility is located directly across Madison Avenue. At the time of approval, the Site was located in the R-B Zone, which permitted the community facility use. Under the Regulations, the “Community Facilities” use was defined as an on-going service open to the general public that may “provide special counseling, education, or training of a public, nonprofit or charitable nature.” In addition, “health and therapy areas” were listed as an accessory use. That definition from the former zoning regulations is included with this submission.

The Petitioner is working with Southwest Community Health Center (“SWC”) to provide the services included in this Community Facilities definition by offering special counseling on an on-going basis to the general public for their mental health, dental health and overall medical health. These services will be provided in separate health and therapy rooms depicted on the submitted second floor plan for the required privacy for individual patients, which is in conformity with the Regulations and the P&Z Approval. As shown on the submitted plans, the health and therapy rooms will be broken up into separate clusters based on specialty with associated reception, conference rooms, break rooms, bathrooms and storage areas. These health and therapy areas will replace the squash courts and classrooms included on the second floor under the P&Z approval. It should also be noted that these plans do not increase the building footprint or floor area from the P&Z Approval. The actual building size or Site plan will not change from the P&Z approval.

While the Site is located in the P2 Zone, it is located on Madison Avenue, which has a significant commercial and institutional character. In fact, the Site is almost completely surrounded by institutional uses with Central High School and the holding facility across Madison Avenue. The Site is a perfect location for the approved community facility, and particularly health and therapy areas. The use is simply redefined as medical office under the current zoning regulations. The facility will provide a local service on the Site to the people of the community. It will be open for the general public to join at any time. The Petitioner and SWC have decades of experience and success as a community provider and they will be a welcome addition to the neighborhood.

Hardship

Granting the Petitioner the above-stated variance will not substantially affect the comprehensive zoning plan of the City of Bridgeport and strict adherence to the Regulations would cause a unique hardship to the Petitioner as the proposed use is actually in conformity with the approved use under the P&Z Approval. The use regulations for the zone changed when the current zoning regulations were adopted and that made the approved use nonconforming.

Under the prior zoning regulations in effect at the time of approval, the “Community Facilities” use was defined as an on-going service open to the general public that may “provide special counseling, education, or training of a public, nonprofit or charitable nature.” In addition, “health and therapy areas” were listed as an accessory use. SWC seeks to provide the services included in this Community Facilities definition by providing special counseling on an on-going basis to the general public for their mental health, dental health and overall medical health. These services will be provided in separate health and therapy rooms depicted on the submitted second floor plan for the required privacy for individual patients, which is in conformity with the former

regulations and the P&Z Approval. The community facility use was eliminated as a use under the current zoning regulations. When the current zoning regulations were adopted, health and therapy areas were shifted to a medical office use despite the fact that the proposed use is fulfilling that original goal and intent of Community Facility that was approved for the Site.

For the reasons stated above, the Petitioner respectfully requests approval of the Petition for the above-stated variance.

Sincerely,



Christopher Russo

6.4 INSTITUTIONAL USES

6.4.1 Colleges and Universities

Colleges and other institutions of higher learning, which offer courses of general or specialized study leading to a degree. They are certified by a recognized accrediting agency.

Exception: Commercial business and trade schools are classified as Retail Sales and Services.

Uses

Community colleges

Liberal arts colleges

Nursing and medical schools not accessory to a hospital

Seminaries

Universities

Accessory Uses

Accessory Uses include offices, dormitories, food service, laboratories, health and sports facilities, theaters, meeting areas, and maintenance facilities.

6.4.2 Community Facilities

Uses generally providing a local service to people of the community. Services are generally provided on the site or employees are at the site on a regular basis. The service is on-going, not just for special events. Community centers or facilities that have membership provisions are open to the general public to join at any time (e.g., any senior citizen could join a senior center). The use may also provide special counseling, education, or training of a public, nonprofit or charitable nature. Alternative incarceration centers are not included in this definition.

Exception: Private lodges, clubs, and private or commercial athletic or health clubs are classified as Entertainment, Restaurant and Recreation Trade.

Uses

Community centers

Libraries

Museums

Post offices

Senior centers

Swimming pools (open to the public)

Vocational training for the Handicapped

Youth club facilities

Accessory Uses

Offices, meeting rooms, food preparation areas, health and therapy areas, day care uses, and athletic facilities.



PLANNING & ECONOMIC DEVELOPMENT
City of Bridgeport

Zoning Department
PLANNING & ECONOMIC DEVELOPMENT

45 Lyon Terrace • Bridgeport, Connecticut 06604
Telephone (203) 576-7217
Fax (203) 576-7213

December 2, 2019

WAKEMAN MEMORIAL ASSOCIATION, INC
D/B/A WAKEMAN BOYS & GIRLS CLUB
C/O CHRISTOPHER RUSSO, ESQ
10 SASCO HILL ROAD
FAIRFIELD, CT 06824
FILE: 19-51

RE: 595 MADISON AVENUE – Seeking a *special permit and a site plan review to permit the construction of a 44,500 sq.-ft. community recreational and sports facility on the site of the former North End Boys & Girls Club in an R-B zone.

Dear Attorney Russo:

At a public hearing held on November 25, 2019 the Planning and Zoning Commission decided the following regarding the above referenced matter:

DECISION: Approved with Conditions

CONDITIONS:

1. The development of the subject parcel of property shall be in strict accord with the plan submitted to and approved by the Commission.
2. The construction shall comply with the Basic Building Code of the State of CT.

REASONS:

1. The project as approved complies with the special permit standards of Sec.14-4-4 and the site plan review standards of Sec. 14-2-5.
2. The redevelopment of the subject parcel is in keeping with the Master Plan of Conservation and Development.
3. The proposed facility will provide a needed service to the youth of the City of Bridgeport.

***This special permit approval, as required under Sec. 14-4-5 of the Zoning Regulations of the City of Bridgeport, CT shall expire December 2, 2020.**

If you have any questions regarding the above matter, please call the Zoning Office at 203-576-7217.

595 Madison Ave 100' Neighbors List

LOCATION	OWNER	MAILING ADDRESS	CITY	STATE	ZIP
595 MADISON AV	BRIDGEPORT CITY OF	999 BROAD STREET	BRIDGEPORT	CT	06604
1 LINCOLN BV	BRIDGEPORT CITY OF EDUCATION	EXEMPT PARCEL N/A	BRIDGEPORT	CT	06606
658 MADISON AV #660	C & F GASPAR HOLDINGS LLC	200 BEERS STREET	BRIDGEPORT	CT	06608
1108 NORTH AV	STATE OF CONN	1108 NORTH AVE	BRIDGEPORT	CT	06604

WAKEMAN MEMORIAL ASSOCIATION INCORPORATED

ACTIVE

268 POST ROAD 2ND FLOOR, FAIRFIELD, CT, 06824, United States

BUSINESS DETAILS ▼

Business Details ▲

General Information —

Business Name

WAKEMAN MEMORIAL ASSOCIATION INCORPORATED

Business status

ACTIVE

Citizenship/place of formation

Domestic/Connecticut

Business address

268 POST ROAD 2ND FLOOR, FAIRFIELD, CT, 06824, United States

Annual report due

1/29/2023

NAICS code

Civic and Social Organizations (813410)

Business ALEI

0061025

Date formed

1/5/1911

Business type

Non-Stock

Mailing address

268 POST ROAD 2ND FLOOR, FAIRFIELD, CT, 06824, United States

Last report filed

2022

NAICS sub code

Principal Details —

Principal Name

ROBERT LYONS

Principal Title

Treasurer

Principal Business address

252 VILLAGE LANE, SOUTHPORT, CT, 06890, United States

Principal Residence address

252 VILLAGE LANE, SOUTHPORT, CT, 06890, United States

Principal Name

MICHELLE GUZZI

Principal Title

Secretary

Principal Business address

85 QUARTER HORSE ROAD, FAIRFIELD, CT, 06824, United States

Principal Residence address

85 QUARTER HORSE ROAD, FAIRFIELD, CT, 06824, United States

Principal Name

SEAN SULLIVAN

Principal Title

Chairman

Principal Business address

225 WINTON ROAD, FAIRFIELD, CT, 06824, United States

Principal Residence address

225 WINTON ROAD, FAIRFIELD, CT, 06824, United States

Principal Name

SABRINA SMELTZ

Principal Title

CEO

Principal Business address

268 POST ROAD, 2ND FLOOR, FAIRFIELD, CT, 06824, United States

Principal Residence address

10 PENFIELD PLACE, BRIDGEPORT, CT, 06605, United States

Principal Name

SABRINA SMELTZ

Principal Title

CEO

Principal Business address

268 POST ROAD, 2ND FLOOR, FAIRFIELD, CT, 06824, United States

Principal Residence address

10 PENFIELD PLACE, BRIDGEPORT, CT, 06605, United States

Agent details



Agent name

SABRINA SMELTZ

Agent Business address

268 POST ROAD, 2ND FLOOR, FAIRFIELD, CT, 06824, United States

Agent Residence addresses

10 PENFIELD PLACE , BRIDGEPORT, CT, 06605, United States

Filing History



GENERAL NOTES FOR CONSTRUCTION

- ALL UTILITY AND SUB-SURFACE INFORMATION SHOWN HEREON IS TO BE CONSIDERED APPROXIMATE BOTH AS TO SIZE AND LOCATION. THE CONTRACTOR SHALL MAKE INVESTIGATIONS IN THE FIELD TO VERIFY ALL EXACT UTILITY LOCATIONS BEFORE CONSTRUCTION. CALL TELEPHONE #1-800-922-4455 "CALL BEFORE YOU DIG" A MINIMUM OF 2 DAYS BEFORE BEGINNING ANY EXCAVATION AT THE SITE.
- SITE PLAN BASED ON MAP ENTITLED "EXISTING CONDITIONS SURVEY AND TOPOGRAPHIC SURVEY, PREPARED FOR BOYS CLUB AND GIRLS CLUB OF BRIDGEPORT, 595 MADISON AVENUE, BRIDGEPORT, CONNECTICUT", DATED JANUARY 9, 2019 AND WITH UPDATED TOPOGRAPHY IN MARCH 2021, PREPARED BY CABEZAS-DEANGELIS ENGINEERS & SURVEYORS, LLC.
- ELEVATIONS ARE BASED ON THE CITY OF BRIDGEPORT DATUM WHICH IS 14.6' ABOVE NAVD88 DATUM.
- THE SITE LIES WITHIN FEMA FLOOD ZONE X (UNSHADED) ON FLOOD INSURANCE RATE MAP: FAIRFIELD COUNTY, CONNECTICUT (ALL JURISDICTIONS), PANEL 429 OF 626, BRIDGEPORT, CITY OF, NUMBER 090002, PANEL 0429 SUFFIX G, MAP NUMBER 09001C0429G, MAP REVISED JULY 8, 2013.
- CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE DUE TO CONSTRUCTION OPERATIONS WITHIN AND OUTSIDE OF THE LIMITS OF CONSTRUCTION AS SHOWN ON THE PLANS.
- ALL DISTURBED AREAS WITHIN OR OUTSIDE THE LIMITS OF CONSTRUCTION NOT COVERED BY BUILDINGS, PAVEMENT, PLANTING BEDS OR OTHER IMPROVEMENTS ARE TO BE TOPSOILED (4" DEPTH MIN.) AND SEEDED PER DIRECTION OF THE ENGINEER.
- SILTATION AND EROSION CONTROL MEASURES SHALL BE INSTALLED AS NECESSARY PRIOR TO THE START OF GRADING AND MAINTAINED UNTIL ALL GROUND SURFACES ARE STABILIZED, I.E. WITH TURF, PAVEMENTS, ETC.
- ANY DIMENSION LINE SHOWN FROM PROPERTY LINE, FACE OF CURB OR BUILDING IS PERPENDICULAR UNLESS OTHERWISE SHOWN.
- PROVIDE, ERECT AND MAINTAIN BARRICADES, WARNING LIGHTS, SIGNS, ETC., AS REQUIRED FOR SAFETY OF PERSONNEL, PUBLIC AND OCCUPANTS OF THE FACILITIES AFFECTED BY THE CONTRACTOR'S OPERATIONS. CONTRACTOR SHALL MAINTAIN TRAFFIC ACCESS AND EGRESS PATTERNS AS DIRECTED BY THE OWNER'S REPRESENTATIVE AND IN ACCORDANCE WITH CTDOT STANDARDS.
- THE CONTRACTOR SHALL PROVIDE ALL MATERIALS, LABOR, EQUIPMENT, AND SUPERVISION TO CONSTRUCT THE PROPOSED IMPROVEMENTS AS SHOWN ON THE DRAWINGS AND SPECIFIED HEREIN, INCLUDING EXCAVATION, PAVEMENT REMOVAL, UNSUITABLE MATERIAL REMOVAL AND OFF-SITE DISPOSAL THEREOF, INSTALLATION OF BASE MATERIAL, PAVEMENTS, FILL MATERIAL, CURBING, DRAINAGE STRUCTURES, TOPSOIL AND SEED.
- 48" SAFETY FENCE TO BE INSTALLED AT TOP OF ROCK SLOPE AS REQUIRED BY CODE AND AS DIRECTED BY ENGINEER. PAYMENT TO BE MADE PER LINEAR FOOT.

SIGN TABLE

SYMBOL	SIGN	CTDOT #	QUANTITY
A	STOP	31-0552 30"x30"	2
B	NO ENTRY	31-1119 30"x30"	2
C	ONE WAY	31-1188 36"x12"	2
D	ENTER HERE	31-1511 24"x30"	2
E	PARKING FOR BUS ONLY	12"x18"	2
F	PARKING FOR SEA ONLY	12"x18"	1

Coverage & Landscape Calculations

Total Building Area (Footprint) = 44,500 sf
 Building Coverage = 29,700 sf / 93,794 sf = **31.6%**

INTERIOR LANDSCAPING CALCULATION

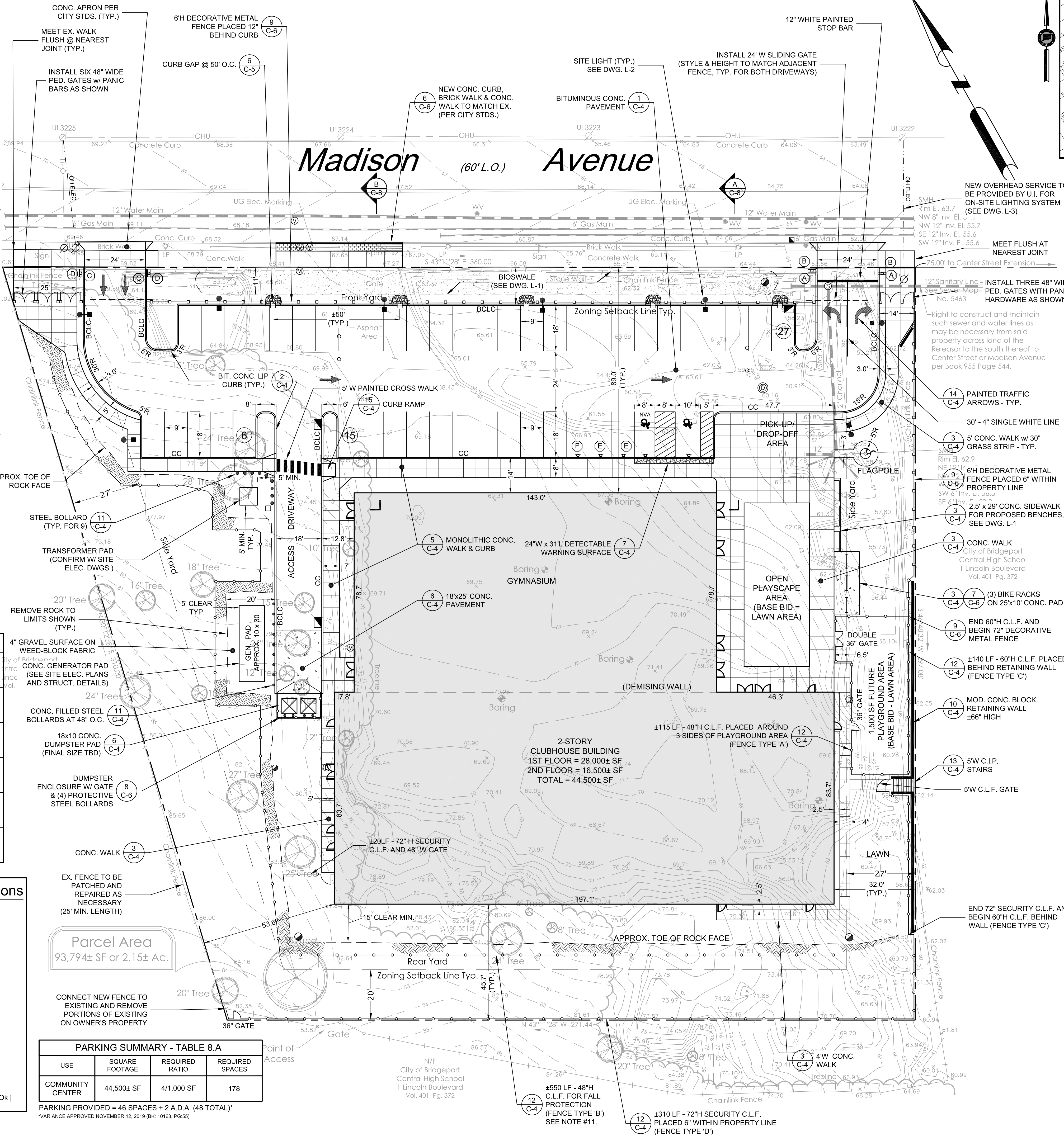
Parking Lot/Drives	=	18,750 sf
Conc. Walk/Pads/Stair	=	4,100 sf
Retaining Wall Area	=	900 sf
Overhead Canopy	=	1,700 sf
Building Area	=	28,000 sf (Ground Floor)
Total Site Coverage	=	53,450 sf / 93,794 sf = 57.0%
Net Landscaped Area	=	100% - 57.0% = 43.0%

Interior Landscaping (Section 11-1-13.a.1):

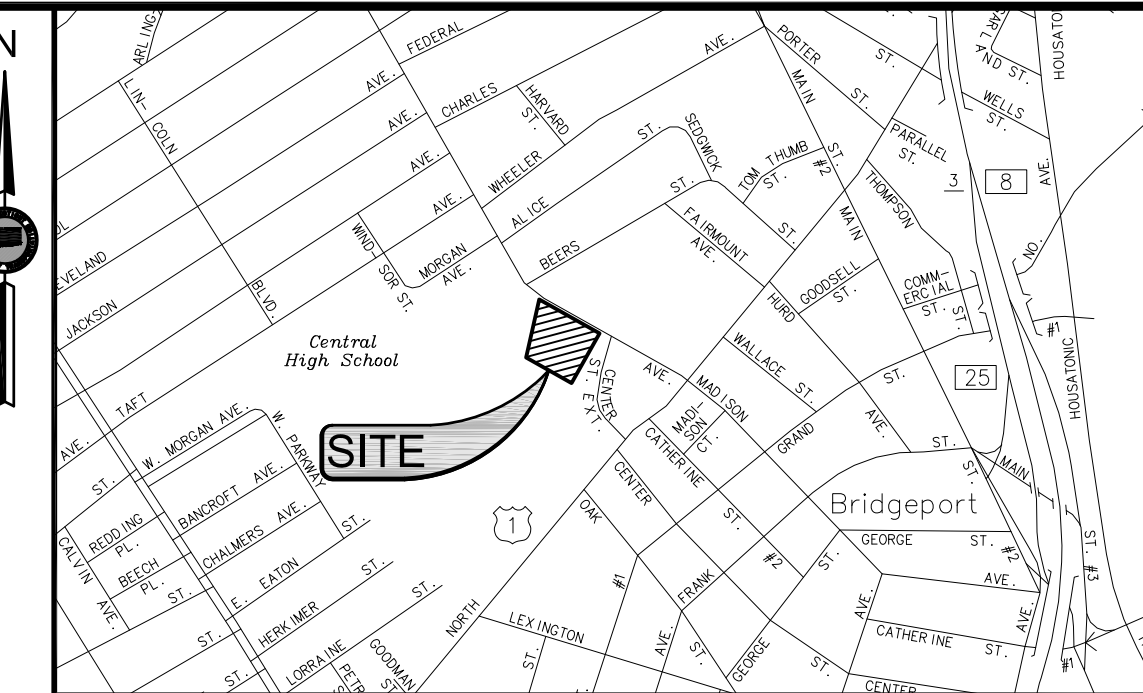
Parking Areas < 20,000 SF require 1 SF of interior landscaping / 15 SF of maneuvering surface.

Total Maneuverable Area = 18,750 sf < 20,000 SF

Required Interior Landscaping = 18,750 / 15 = 1,250± SF
 Total Provided Interior Landscaping = 3,550± SF > 1,250 SF [Ok]



LOCATION MAP
SCALE: 1" = 1000'



R-B Zone Development Standards

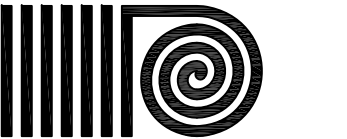
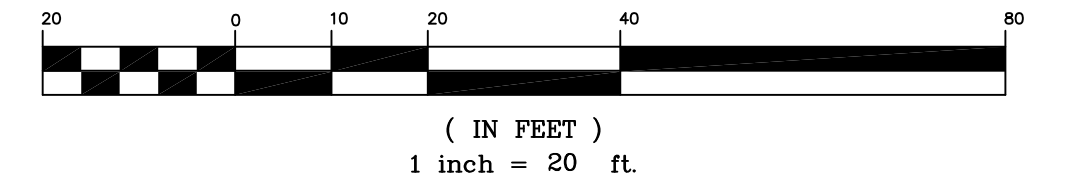
PRE-EXISTING: NOTE 3	REQUIRED	PROPOSED
LOT		
LOT AREA, MINIMUM	7,500 SF	93,794 SF
FRONTAGE, MINIMUM	75 FT	360 FT
DEPTH, MINIMUM	100 FT	297.08± FT
LOT AREA / DWELLING UNIT, MINIMUM	N/A	N/A
PRINCIPLE BUILDING SETBACK		
FRONT LOT LINE, MINIMUM FROM	15 FT	59.0 FT
SIDE LOT LINE, MINIMUM FROM		
ONE SIDE	6 FT	32.0 FT/53.6 FT
BOTH SIDES SHALL ADD UP TO	20% OF LOT WIDTH OR 54 FT (0.2x270 FT)	85.6 FT
REAR LOT LINE	20% OF LOT DEPTH UP TO 20 FT MAX.	59.0 FT
MINIMUM	20 FT	45.7 FT
ACCESSORY STRUCTURE		
SETBACK MINIMUM FROM:		
FRONT LOT LINE	THE LESSER OF 50% OF LOT DEPTH OR 75 FT	N/A
SIDE LOT LINE	3 FT	N/A
REAR LOT LINE	3 FT	N/A
CORNER LOT	NOTE 2	N/A
FLOOR AREA MAXIMUM	NOTE 4	N/A
COVERAGE		
BUILDING COVERAGE, MAXIMUM	45%	31.6%
SITE COVERAGE, MAXIMUM	65%	57.0%
LANDSCAPED AREA		
MINIMUM	35%	43.0%
HEIGHT (NOTE 6 & 8)		
PRINCIPAL BUILDING, TO RIDGE	35 FT MAX.	44 FT*
PRINCIPAL BUILDING, TO MID-POINT	28 FT MAX.	40.5 FT*
ACCESSORY STRUCTURE, MAXIMUM		
FLAT OR ROUNDED ROOF	12 FT	N/A
TO RIDGE	15 FT	N/A

- *VARIANCE APPROVED NOVEMBER 12, 2019 (BK: 10163, PG:55)
- NOTES:
- SIDE SETBACK SHALL BE EITHER TEN (10) FT MINIMUM OR FORTY (40) PERCENT OF THE PRINCIPAL BUILDING HEIGHT, WHICHEVER IS GREATER.
 - CORNER LOTS ARE REQUIRED TO PROVIDE TWO FRONT YARDS AND TWO SIDE YARDS.
 - R/A 5,000 SF LOT MINIMUM SHALL APPLY ONLY TO LAWFULLY CREATED LOTS THAT PRE-EXIST THE EFFECTIVE DATE OF THESE REGULATIONS. NO NEW SUCH LOTS SHALL BE CREATED.
 - THE MAXIMUM TOTAL SQUARE FOOTAGE OF ANY AND ALL ACCESSORY STRUCTURES ON A LOT SHALL NOT EXCEED FIFTY (50) PERCENT OF THE FIRST OR GROUND FLOOR OF THE PRINCIPLE STRUCTURES, WITH THE EXCEPTION OF IN-GROUND POOLS AND OTHER SIMILAR STRUCTURES AT GRADE LEVEL WHICH SHALL NOT BE COUNTED TOWARDS THE MAXIMUM SQUARE FOOTAGE OF ACCESSORY STRUCTURES. (PER SECTION 4-9-1(C)(2)).
 - ON LOTS OF FIVE (5) ACRES OR MORE, BUILDING COVERAGE SHALL NOT EXCEED 60% AND SITE COVERAGE SHALL NOT EXCEED 70%.
 - FOR NURSING HOMES, CONValesCENT HOMES, ASSISTED LIVING FACILITY OR CONGRGATE HOUSING, MAXIMUM ALLOWABLE HEIGHT OF A PRINCIPAL BUILDING SHALL BE 6-STORIES OR 60 FT AND THE LOT SIZE IS AT LEAST FIVE (5) ACRES. (DORMITORIES EXCLUDED.)
 - FOR PUBLIC INTER-DISTRICT MULTI-MAGNET SCHOOLS WITH 200,000 SF OR MORE OF FLOOR AREA IN THE R-A ZONE, SEE TABLE 3.A ALL OTHER SCHOOLS, SEE TABLE 3.
 - IN FLOOD PLAIN AREAS WHERE THE LOWEST FLOOR OF THE BUILDING IS ELEVATED TO MEET THE FLOOD DAMAGE PREVENTION STANDARDS, THE MAXIMUM TOTAL BUILDING HEIGHT SHALL BE MEASURED FROM THE BASE FLOOD ELEVATION (BFE) + 1 ELEVATION PROVIDED THAT THE RESULTING HEIGHT OF THE BUILDING IS NOT MORE THAN FIVE (5) FEET GREATER THAN THE MAXIMUM BUILDING HEIGHT PERMITTED IN THE R-A ZONE.
 - MINIMUM SIDE SETBACK ALONG COMMERCIAL CORRIDORS IS 0'.
 - HALF STORY: AN ATTIC OR STORY IMMEDIATELY BELOW A SLOPING ROOF WITH NO MORE THAN 50% OF SAID SPACE HAVING A FLOOR TO CEILING HEIGHT GREATER THAN SEVEN FEET SIX INCHES (7'6"). N.A. - NOT APPLICABLE

LEGEND

- PROPERTY LINE
- SETBACK LINE
- CURB
- FENCE
- RETAINING WALL
- LIGHT POLE
- ⊕ SIGN
- ⊙ PARKING COUNT
- BITUMINOUS CONCRETE LIP CURB
- CONCRETE CURB

GRAPHIC SCALE



ANTINOZZI ASSOCIATES
ARCHITECTURE & INTERIORS



Cabezas DeAngelis
ENGINEERS & SURVEYORS
78 ELM STREET, BRIDGEPORT, CT 06604
P:203 330 8700 F:203 330 8701



REVISIONS:

DATE	DESCRIPTION
0 8-30-19	P & Z SUBMISSION
1 5-15-20	DESIGN DEV. SUBMISSION
2 10-02-20	BUILDING PERMIT
3 11-13-20	MISC. REVISIONS
4 3-29-21	BID DOCUMENTS
5 6-4-21	ISSUED FOR CONSTR.
6 1-31-22	CONFORMANCE DOCS.
7 02-01-22	A.D.A. EGRESS GATES ETC.

WAKEMAN BOYS & GIRLS CLUB
 New Clubhouse Building Alliance
 for WBC & Squash Education Alliance
 595 Madison Avenue
 BRIDGEPORT, CONNECTICUT

DRAWING TITLE:

SITE PLAN

SCALE: 1" = 20'
 DRAWN BY: ARM
 REVIEWED BY: CAD

DRAWING NO.:

C-2

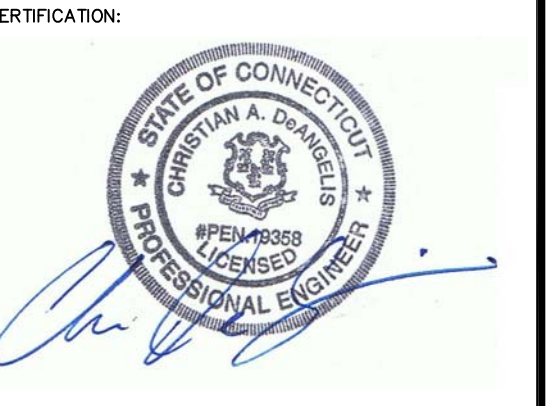
DATE: 30 AUGUST 2019
 JOB NUMBER: 18050
 CD # 18-41



ANTINOZZI ASSOCIATES
ARCHITECTURE & INTERIORS

Cabezas DeAngelis
ENGINEERS & SURVEYORS
78 ELM STREET, BRIDGEPORT, CT 06604
P: 203 330 8700 F: 203 330 8701

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REVISIONS:

DATE	DESCRIPTION
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WAKEMAN BOYS & GIRLS CLUB
New Clubhouse Building Education Alliance
for WBCC & Squash Education Alliance
595 Madison Avenue
BRIDGEPORT, CONNECTICUT

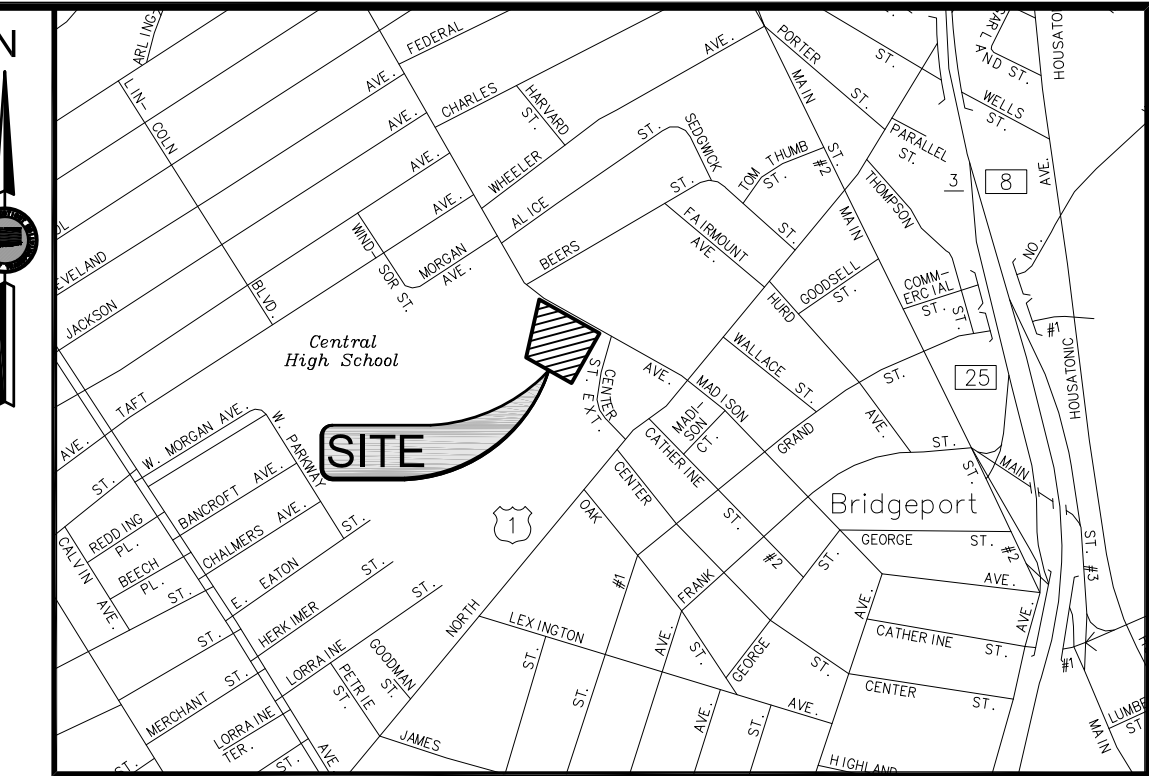
DRAWING TITLE:
GRADING, DRAINAGE & UTILITY PLAN

SCALE: 1" = 20'
DRAWN BY: ARM
REVIEWED BY: CAD

DRAWING NO.:

C-3

DATE: 30 AUGUST 2019
JOB NUMBER: ART. # 18050
CD # 18-41



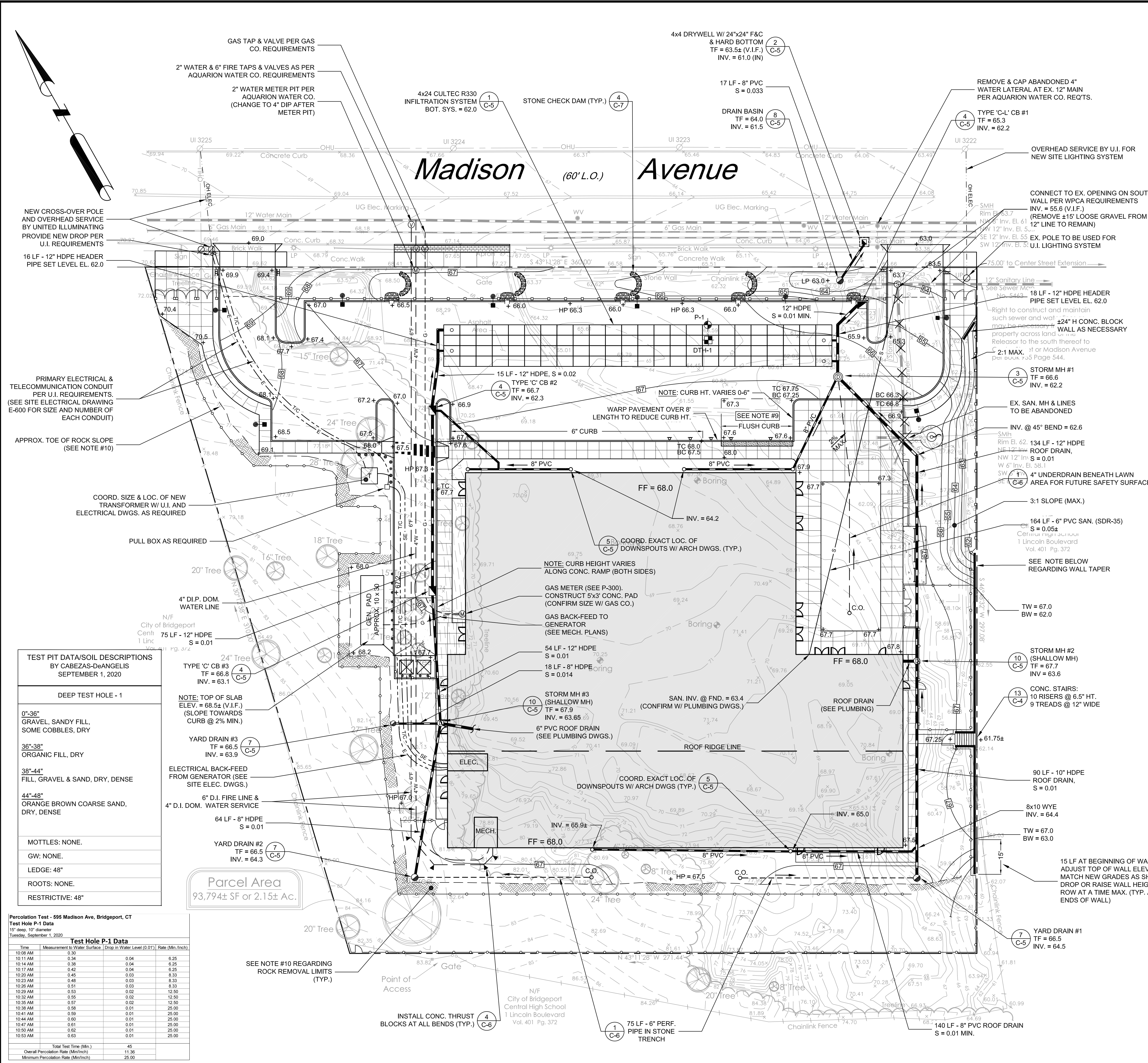
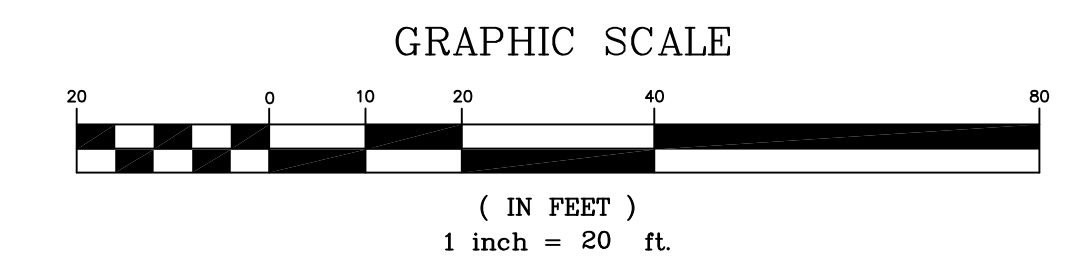
LOCATION MAP
SCALE: 1" = 1000'

NOTES

- CONTRACTOR SHALL CONTACT "CALL-BEFORE-YOU-DIG" SERVICES AT 1-800-922-4455 A MINIMUM OF TWO (2) DAYS BEFORE BEGINNING ANY EXCAVATION AT THE SITE.
- CONTRACTOR SHALL CLEARLY MARK CLEARING LIMITS FOR OWNER'S REVIEW PRIOR TO TREE REMOVAL OPERATIONS. TREES TO BE REMOVED ON TOWN PROPERTY REQUIRE APPROVAL OF LOCAL TREE WARDEN.
- NEW WORK SHALL BLEND SMOOTHLY WITH EXISTING GRADES. UNLESS OTHERWISE SHOWN, ALL PAVEMENTS SHALL HAVE A TWO PERCENT CROSS-PITCH TO INSURE PROPER DRAINAGE.
- SILTATION AND EROSION CONTROL MEASURES SHALL BE INSTALLED AS NECESSARY PRIOR TO THE START OF GRADING AND MAINTAINED UNTIL ALL GROUND SURFACES ARE STABILIZED, I.E. WITH TURF, PAVEMENTS, ETC.
- PROTECT EXISTING UTILITIES TO REMAIN FROM DAMAGE. ACTIVE UTILITY LINES DAMAGED DURING CONSTRUCTION OPERATIONS SHALL BE REPAIRED OR REPLACED AS DIRECTED BY THE UTILITY OWNER AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL SUBSURFACE UTILITIES PRIOR TO THE START OF WORK. ANY FIELD CONDITIONS THAT DIFFER FROM THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY.
- ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL CONFORM TO CONDOT FORM 816, LATEST EDITION, AS AMENDED, UNLESS OTHERWISE SHOWN ON THE DRAWINGS OR SPECIFIED HEREIN.
- COMPACT MATERIAL TO NOT LESS THAN THE MAXIMUM DRY DENSITY IN ACCORDANCE WITH ASTM D-1557 AND D-2049 AS FOLLOWS:
 - FOR UNPAVED AREAS, COMPACT TOP 6" OF SUBGRADE AND EACH LAYER OF BACKFILL OF FILL MATERIAL TO 85% MAXIMUM DRY DENSITY.
 - FOR PAVEMENTS, COMPACT TOP 12" OF SUBGRADE AND EACH LAYER OF BACKFILL MATERIAL TO 95% MAXIMUM DRY DENSITY.
- ALL UNSUITABLE MATERIAL SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL LAWS.
- GRADES IN A.D.A. PARKING AREA SHALL NOT EXCEED 50:1 IN ANY DIRECTION.
- FINAL LIMITS OF ROCK REMOVAL SHALL BE DETERMINED IN THE FIELD BY THE GEOTECHNICAL ENGINEER.

LEGEND AND ABBREVIATIONS

	STORM DRAIN (EX.)
	STORM DRAIN (PROP.)
	CATCH BASIN (PROP.)
	DRYWELL BASIN (PROP.)
	CATCH BASIN (EX.)
	MANHOLE (D=STORM, S=SEWER)
	CURB
	CONTOUR (EX.)
	SPOT ELEV. (EX.)
	CONTOUR (PROP.)
	SPOT ELEV. (PROP.)
	PROPERTY LINE
	TOP OF WALL
	BOTTOM OF WALL
	HDPPE HIGH DENSITY POLYETHYLENE
	VERIFY IN FIELD
	GRADE CHANGE
	TOP OF FRAME
	INVERT
	CLEAN-OUT



TEST PIT DATA/SOIL DESCRIPTIONS
BY CABEZAS-DEANGELIS
SEPTEMBER 1, 2020

DEEP TEST HOLE - 1

0"-36"	GRAVEL SANDY FILL, SOME COBBLES, DRY
36"-38"	ORGANIC FILL, DRY
38"-44"	FILL, GRAVEL & SAND, DRY, DENSE
44"-48"	ORANGE BROWN COARSE SAND, DRY, DENSE
MOTTLES:	NONE.
GW:	NONE.
LEDGE:	48"
ROOTS:	NONE.
RESTRICTIVE:	48"

Percolation Test - 595 Madison Ave, Bridgeport, CT
Test Hole P-1 Data
10" diam. 10' diameter
Tuesday, September 1, 2020

Time	Measurement to Water Surface	Drop in Water Level (DPT)	Rate (Min/Inch)
10:08 AM	0.30	0.04	6.25
10:11 AM	0.34	0.04	6.25
10:14 AM	0.38	0.04	6.25
10:17 AM	0.42	0.04	6.25
10:20 AM	0.46	0.03	6.33
10:23 AM	0.48	0.03	6.33
10:26 AM	0.51	0.03	6.33
10:29 AM	0.53	0.02	12.50
10:32 AM	0.55	0.02	12.50
10:35 AM	0.57	0.02	12.50
10:38 AM	0.58	0.01	25.00
10:41 AM	0.59	0.01	25.00
10:44 AM	0.60	0.01	25.00
10:47 AM	0.61	0.01	25.00
10:50 AM	0.62	0.01	25.00
10:53 AM	0.63	0.01	25.00
Total Test Time (Min.)	45		
Overall Percolation Rate (Min/Inch)	11.36		
Minimum Percolation Rate (Min/Inch)	25.00		

Parcel Area
93,794± SF or 2.15± Ac.

SEE NOTE #10 REGARDING
ROCK REMOVAL LIMITS

INSTALL CONC. THRUST
BLOCKS AT ALL BENDS (TYP.)

City of Bridgeport
Central High School
1 Lincoln Boulevard
Vol. 401 Pg. 372



COMPILED: 2021 BY:
ANTINOZZI ASSOCIATES, INC.
595 Madison Avenue
Bridgeport, Connecticut 06604
TEL: 203.374.1300
FAX: 203.374.9300
WWW.ANTINOZZI.COM

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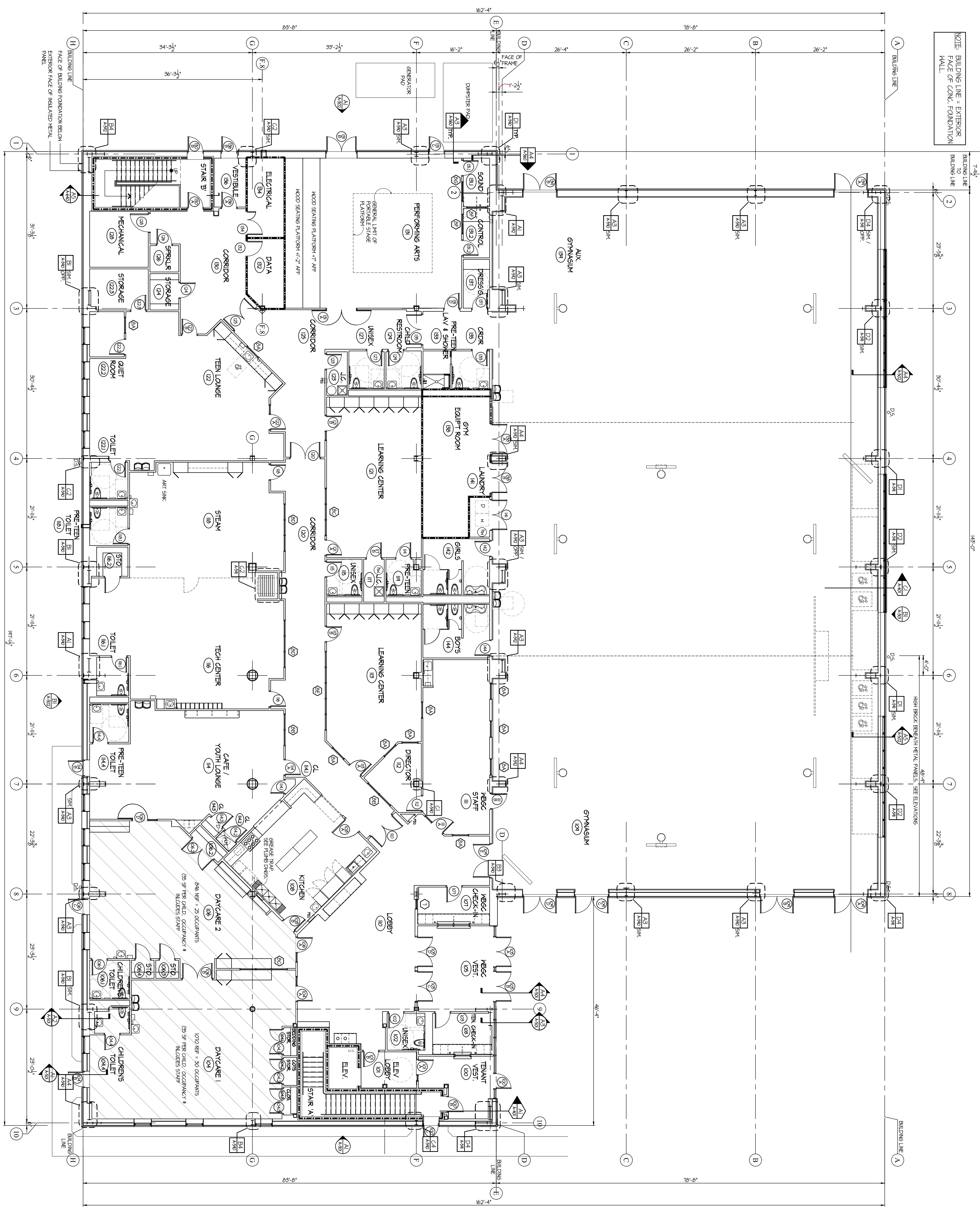
DATE	DESCRIPTION
09-30-21	ISSUED FOR BID
01-11-22	CONCOMED DOCS

Wakeman Boys & Girls Club
MADISON AVENUE CENTER
595 Madison Ave., Bridgeport, CT

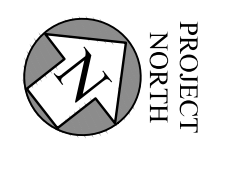
OVERALL FIRST FLOOR PLAN

A-101.0

20 SEPTEMBER 2021 | 18050



OVERALL FIRST FLOOR PLAN
NOT TO SCALE



PROJECT
NORTH



ZONING BOARD OF APPEALS APPLICATION

The undersigned presents the following application for:

(Check all that Apply)

- Variance Appeal from Zoning Officer Extension of Time Permit / Modification of Plan of Development Request for Re-hearing Change of Condition(s) of Approval; pursuant to the Zoning Regulations of the City of Bridgeport and/or the General Statutes of the State of Connecticut as to the premises located at:

1087 Railroad Avenue Zone CX
On the South side of the street about 10 feet East from Wordin Avenue
Block : 303 Lot: 12A
Dimension of Lot in Question 526 FT x 387 FT (Note this lot is a non-rectangular shape)

1. NAME OF APPLICANT / BUSINESS Public Storage, a Maryland real estate investment trust (Jarrod Yates)
2. APPLICANT INTEREST IN PROPERTY (OWNER, LESSEE, ETC.) Owner
3. HAS A PREVIOUS APPLICATION BEEN FILED? No IF SO, GIVE DATE OF HEARING
4. DESCRIBE PROPOSED DEVELOPMENT THE PROPOSED PUBLIC STORAGE EXPANSION PROJECT INCLUDES THE DEMOLITION OF A 1-STORY -4,800 SF BLDG, AND THE CONSTRUCTION OF A 3-STORY -79,533 SF SELF-STORAGE BLDG ON THE UNDEVELOPED PORTION OF THE SITE. ASSOCIATED SITE IMPROVEMENTS INCLUDE: GRADING, UTILITIES, PAVING, LANDSCAPE, AND A STORMWATER MANAGEMENT SYSTEM.

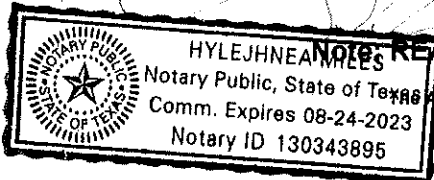
5. THIS APPLICATION RELATES TO: Check all that Apply
Setback Coverage Landscaping Lot Area and Width Floor Area Height Parking Extension or Enlargement of Non-Conforming Use and/or Building Coastal Area Management Approval Liquor Use Other:

6. USE TO BE MADE OF PROPERTY Self-storage facility (no change)

7. WHAT IS THE SPECIFIC HARDSHIP FOR GRANTING A VARIANCE (14-7-4)?
The non-rectilinear property boundary, and the layout of the existing site to be expanded.
prohibit the feasible construction of a building that meets the new zoning code's primary setback requirements. Additionally, if the setback requirements could be feasibly met, a greater portion of the building would then be placed within Flood Zone AE.

APPLICANT Jarrod Yates DATE 4-4-2022
If signed by agent, state capacity (lawyer, builder, etc) /
Mailing Address 2200 K Avenue, Suite 200, Plano, TX 75074 (Zip Code) 214-926-0750 (Phone #)

PROPERTY OWNERS ENDORSEMENT Jarrod Yates Print
Subscribe & Sworn to before me this 4th day of April 20 22
Notary Public in & for the County of Fairfield, State of Connecticut: Colin Texas



PLEASE READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION
All questions must be answered in detail (use separate sheet if necessary).
Applicant, or Agent for, must adhere to the attached check list or it will not be possible for The Zoning Board of Appeals to process this application.
NO APPLICATION RECEIVED BY MAIL CAN BE ACCEPTED.
PLEASE MAKE CHECK PAYABLE TO ZONING BOARD OF APPEALS
(REFER TO ZONING DEPARTMENT AS TO FEES 203-576-7217)

FEE RECEIVED: DATE: Clerk
FOR OFFICE USE ONLY (Rev. 8/22/16)

MEMORANDUM

To: City of Bridgeport Zoning Board of Appeals

From: Kelly Esch, P.E.
Kimley-Horn and Associates, Inc.

Date: April 6, 2022

Subject: PS Bridgeport Expansion at 1087 Railroad Avenue – Variance Request

Project Summary: The subject project is an expansion of the existing Public Storage facility located at 1087 Railroad Avenue, Bridgeport, CT. The existing property is approximately 3.65-acres, situated at the northwest corner of Wordin Avenue and Cherry Street/N.Frontage Street. According to the *City of Bridgeport: Zoning Map*, the subject property is located in the Heavy Commercial (CX) Zone. The existing site contains five buildings and an undeveloped outparcel.

The proposed project scope includes the demolition of a one-story ~4,600 SF building and the construction of a 3-story ~79,500 SF climate-controlled storage facility on the currently undeveloped outparcel.

Variance Request: The Applicant is requesting a variance from the §3.50.4.3 Primary Street Build-to Zone setback of a 15 FT minimum and 30 FT maximum. The non-rectilinear property boundary, and the layout of the existing site to be expanded, prohibit the feasible construction of a building that meets the new zoning code's primary setback requirements. Additionally, if the setback requirements could be feasibly met, a greater portion of the building would then be placed within Flood Zone AE.

Project Contacts:

Civil Engineer: Kelly Esch, P.E.
Kimley-Horn | 1 N Lexington Ave, Suite 505, White Plains, NY 10601
Direct: 914 265 1565 | Mobile: 404 909 4690 | Email: Kelly.esch@kimley-horn.com

Applicant: Jarrod Yates
Public Storage | 2200 K Avenue, Suite 200, Plano, TX 75074
Office: 972 546 0375 | Mobile: 214 926 0750 | Email: jyates@publicstorage.com



Figure 1: Google Earth Bird's Eye View

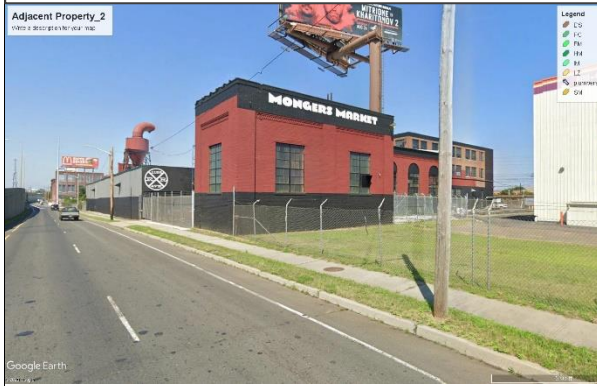


Figure 2: Western adjacent property



Figure 3: Eastern adjacent property

SITE PLAN APPLICATION PLANS

FOR

PUBLIC STORAGE

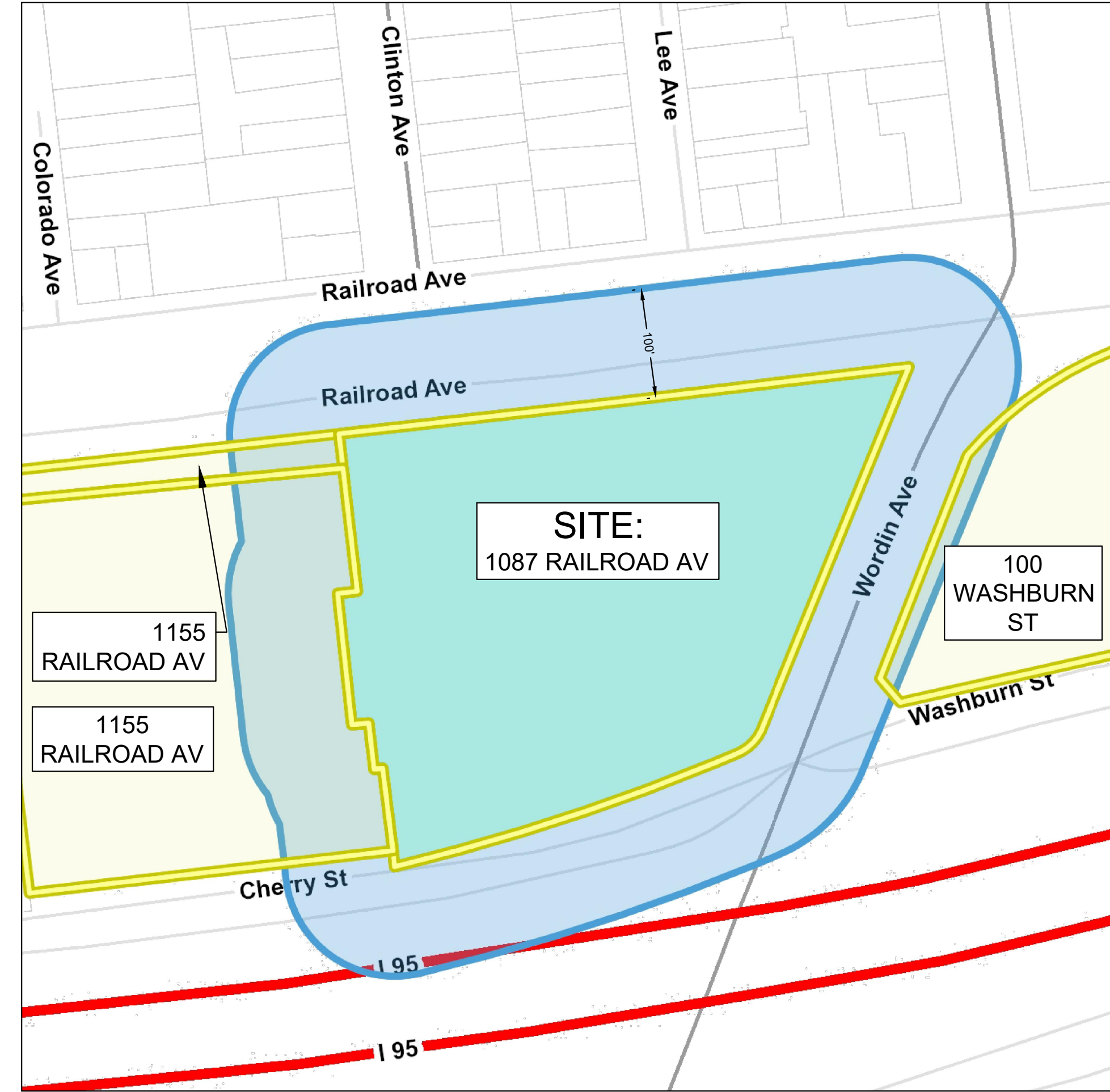
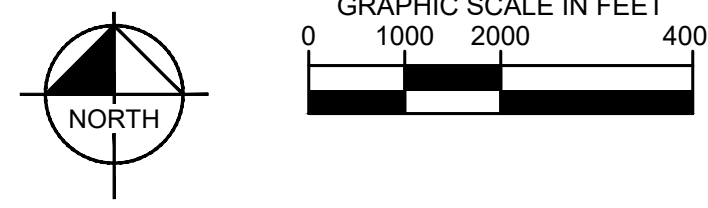
1087 RAILROAD AVENUE

BRIDGEPORT, CT 06605

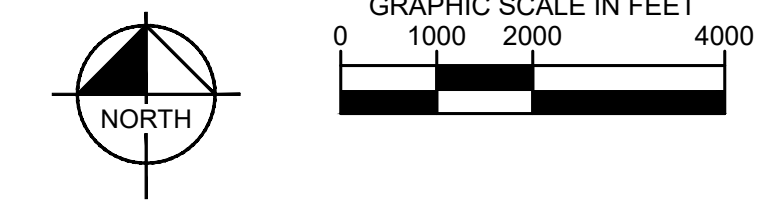
PROJECT TEAM	PROPERTY INFORMATION																						
CIVIL ENGINEER KIMLEY-HORN AND ASSOCIATES, INC. 1 NORTH LEXINGTON AVENUE SUITE 505 WHITE PLAINS, NY 10601 TEL: (914) 368-9200 CONTACT: MIKE JUNGHANS, P.E.	APPLICANT PUBLIC STORAGE 2200 K AVENUE, SUITE 200 PLANO, TX 75074 TEL: (214) 926-0750 CONTACT: JARROD YATES																						
TRAFFIC ENGINEER KIMLEY-HORN AND ASSOCIATES, INC. 1 NORTH LEXINGTON AVENUE SUITE 505 WHITE PLAINS, NY 10601 TEL: (914) 368-9200 CONTACT: JOHN CANNING, P.E.	OWNER PUBLIC STORAGE 2200 K AVENUE, SUITE 200 PLANO, TX 75074 TEL: (214) 926-0750 CONTACT: JARROD YATES																						
LANDSCAPE ARCHITECT KIMLEY-HORN AND ASSOCIATES, INC. 1 NORTH LEXINGTON AVENUE SUITE 505 WHITE PLAINS, NY 10601 TEL: (914) 368-9200 CONTACT: KEVIN VAN HISE, PLA	MBLU: 20 / 303 / 12 / A																						
ARCHITECT O'BRIEN ARCHITECTS 5310 HARVEST HILL ROAD, SUITE 136 DALLAS, TX 75230 TEL: (972) 788-1010 CONTACT: LORELEI MEWHIRTHER	PROJECT NARRATIVE THE SITE IS AN EXISTING PUBLIC STORAGE FACILITY OF ~3.65 ACRES SITTING ON THE CORNER OF WORDIN AVENUE AND NORTH FRONTAGE STREET. THE EXISTING SITE CONTAINS FIVE BUILDINGS AND AN UNDEVELOPED OUTPARCEL.																						
SURVEYOR ALFRED BENESCH & COMPANY 120 HEBRON AVENUE, 2ND FLOOR GLASTONBURY, CT 06033 TEL: (860) 633-8341 CONTACT: DAVID A. CARRICHO	THE APPLICANT IS PROPOSING TO DEMOLISH A ONE-STORY ~4,600 SF BUILDING AND THE CONSTRUCTION OF A NEW 3-STORY STORAGE FACILITY ON THE UNDEVELOPED OUTPARCEL. ADDITIONAL SITE IMPROVEMENTS INCLUDES REPAVING THE PARKING LOT, CONCRETE CURB AND SIDEWALK, STORMWATER MANAGEMENT MEASURES, RE-VEGETATION, AND NEW FENCE INSTALLATION.																						
UTILITY & GOVERNING AGENCIES	SHEET LIST INDEX																						
ELECTRIC & GAS SOUTHERN CT GAS COMPANY 60 MARSH HILL ROAD ORANGE, CT 06477 TEL: 866-268-2887	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>SHEET #</th> <th>TITLE</th> </tr> </thead> <tbody> <tr> <td>C-0.0</td> <td>COVER SHEET</td> </tr> <tr> <td>SV-01</td> <td>ALTA SURVEY (BY OTHERS)</td> </tr> <tr> <td>C-1.0</td> <td>GENERAL NOTES</td> </tr> <tr> <td>C-2.0</td> <td>EXISTING CONDITIONS AND DEMOLITION PLAN</td> </tr> <tr> <td>C-3.0</td> <td>SITE PLAN</td> </tr> <tr> <td>C-4.0</td> <td>GRADING AND DRAINAGE PLAN</td> </tr> <tr> <td>C-5.0</td> <td>UTILITY PLAN</td> </tr> <tr> <td>C-7.0</td> <td>CONSTRUCTION DETAILS</td> </tr> <tr> <td>L-1.0</td> <td>LANDSCAPING PLAN</td> </tr> <tr> <td>L-1.1</td> <td>LANDSCAPING DETAILS</td> </tr> </tbody> </table>	SHEET #	TITLE	C-0.0	COVER SHEET	SV-01	ALTA SURVEY (BY OTHERS)	C-1.0	GENERAL NOTES	C-2.0	EXISTING CONDITIONS AND DEMOLITION PLAN	C-3.0	SITE PLAN	C-4.0	GRADING AND DRAINAGE PLAN	C-5.0	UTILITY PLAN	C-7.0	CONSTRUCTION DETAILS	L-1.0	LANDSCAPING PLAN	L-1.1	LANDSCAPING DETAILS
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WATER AQUARION 600 LINDLEY STREET BRIDGEPORT, CT 06606 TEL: (203) 337-5991																							
SANITARY SEWER WATER POLLUTION CONTROL AUTHORITY 695 SEAVIEW AVE BRIDGEPORT, CT 06607 TEL: (203) 332-5550 CONTACT: LAUREN MCBENNETT MAPPA, P.E.																							



SITE LOCATION MAP
SOURCE: USGS, THE NATIONAL MAP



100 FT ABUTTER'S MAP
SOURCE: CITY OF BRIDGEPORT GIS



100 FT PROPERTY OWNER'S LIST			
ADDRESS	MBLU	OWNER	OWNER ADDRESS
1087 RAILROAD AVE	20 / 303 / 13 / A	PS PROPERTIES ADVISORS INC	701 WESTERN AVE GLENDALE, CA 91201-5025
100 WASHBURN STREET	20 / 426 / 1 / X	100 WASHBURN STREET LLC	100 WASHBURN STREET BRIDGEPORT, CT 06605
1155 RAILROAD AVE	20 / 303 / 14 / A	BRIDGEPORT RENAISSANCE LLC	138 OLD REDDING ROAD WESTON, CT 06883
1155 RAILROAD AVE	20 / 303 / 14 / A	BRIDGEPORT RENAISSANCE LLC	138 OLD REDDING ROAD WESTON, CT 06883

Saved Wednesday, April 6, 2022 2:35:45 PM KIMLEY-HORN AND ASSOCIATES, INC. Plotted Wednesday, April 6, 2022 2:46:27 PM Nieves, Kiana
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NO.	REVISIONS	DATE

NOT FOR CONSTRUCTION

© 2022 KIMLEY-HORN ASSOCIATES, INC.
 1 NORTH LEXINGTON AVENUE SUITE 505
 WHITE PLAINS, NY 10601
 PHONE: 914-368-9200
 WWW.KIMLEY-HORN.COM

PKA PROJECT: 112281000	DATE: APRIL 06, 2022	SCALE: AS SHOWN	DESIGNED BY: KCE	DB: MWJ	CHECKED BY: MWJ
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COVER SHEET

PUBLIC STORAGE
 299 WORDIN AVENUE
 BRIDGEPORT, CT 06605
 CITY OF BRIDGEPORT CONNECTICUT

SHEET NUMBER
C-0.0

attached images - Y:\Glastonbury\706008\706020.00_Kimley_Horn_Bridgeport (Survey) from others\870620_06\870620_06.dwg

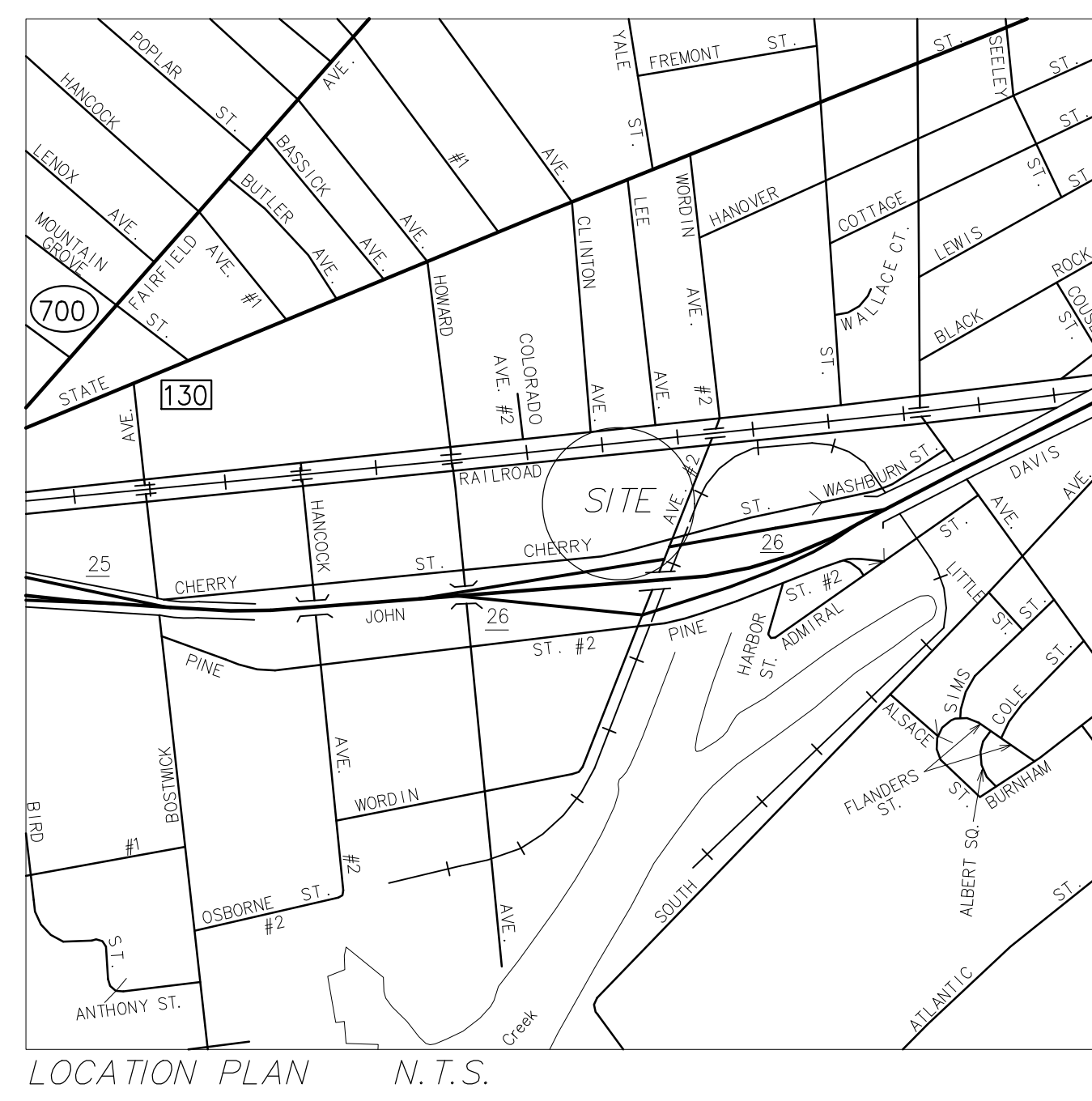
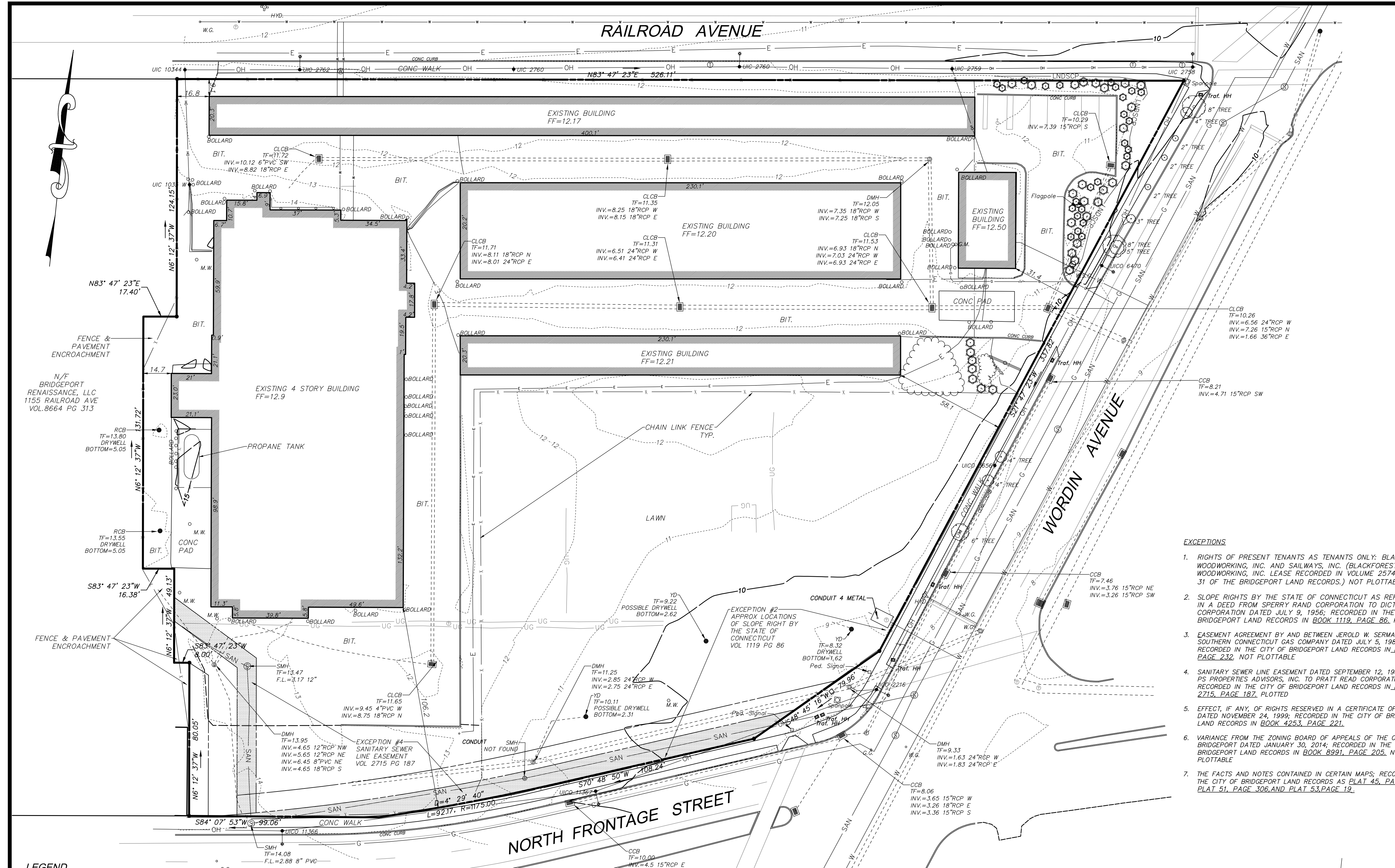


Table with columns: No., DATE, REVISIONS, DESCRIPTION.

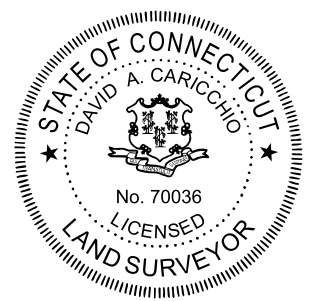
LEGEND table with columns: UTILITY SERVICES (UNDERGROUND OR OVERHEAD), PROPERTY/BOUNDARY LINES, FEATURE LINES, SYMBOL LEGEND, ABBREVIATIONS.

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MAP REFERENCES table with columns: No., DESCRIPTION.

PROPERTY DESCRIPTIONS table with columns: PROPERTY DESCRIPTIONS, BEGINNING AT A POINT, THENCE, THE LAST FOUR COURSES RUN ALONG THE NORTHERLY RIGHT OF WAY LINE OF NORTH FRONTAGE ROAD.

EXCEPTIONS, SURVEY NOTES, HORIZONTAL CONTROL, VERTICAL CONTROL, TO: PS NORTHEAST, LLC, A DELAWARE LIMITED LIABILITY COMPANY, SUCCESSOR-IN-INTEREST TO PS PROPERTIES ADVISORS, INC.



SCALE: HORIZ. 1" = 30' VERT. 1" = 10'

Prepared By: ALTA / NSPS LAND TITLE SURVEY PREPARED FOR KIMBLEY HORN 1087 RAILROAD AVENUE BRIDGEPORT CONNECTICUT

DAVID A. CARICCHIO L.S. 70036

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS DEPICTED AND NOTED HEREON.

PROJ. No.: 70602 DATE: FEB 2020 SV.01

File Location/Name - Y:\Glastonbury\706008\706020.00_Kimley_Horn_Bridgeport (Survey)\ACAD\70602 base.dwg Date of Plot September 02, 2020 - 12 PM

GENERAL CONSTRUCTION NOTES

- 1. THE CONTRACTOR AND SUBCONTRACTORS SHOULD BE FAMILIAR WITH ALL STATE AND LOCAL REQUIREMENTS RELATED TO SITE CONSTRUCTION ACTIVITIES PRIOR TO COMMENCING WORK. ALL WORK SHALL CONFORM AS APPLICABLE TO THESE GOVERNING STANDARDS AND SPECIFICATIONS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING ALL MATERIAL AND LABOR TO CONSTRUCT THE FACILITY AS SHOWN AND DESCRIBED IN THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE APPROVING AUTHORITIES' SPECIFICATIONS. THE CONTRACTOR SHALL CLEAR AND GRUB ALL AREAS UNLESS OTHERWISE SPECIFICALLY INDICATED, REMOVING TREES, STUMPS, ROOTS, MUCK, EXISTING PAVEMENT AND ALL OTHER DELETERIOUS MATERIAL.
3. EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME OF THE TOPOGRAPHIC SURVEY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ENTIRELY ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE COMMENCING ANY WORK IN THE VICINITY. FURTHERMORE, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE LOCATION OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
4. IT IS THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA BEFORE COMMENCING WORK. THE CONTRACTOR SHALL PROVIDE 72 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION. AN APPROXIMATE LIST OF THE UTILITY COMPANIES WITH WHICH THE CONTRACTOR MUST CALL BEFORE COMMENCING WORK IS PROVIDED ON THE COVER SHEET OF THESE CONSTRUCTION PLANS. THIS LIST SERVES AS A GUIDE ONLY AND IS NOT INTENDED TO LIMIT THE UTILITY COMPANIES WHICH THE CONTRACTOR MAY WISH TO NOTIFY.
5. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONSTRUCTION DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT AND SPECIAL CONDITIONS AND COPIES OF ANY REQUIRED CONSTRUCTION PERMITS.
7. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER.
8. DURING THE COURSE OF THE WORK, THE CONTRACTOR SHALL MAINTAIN AN ACCURATE RECORD OF ANY AND ALL CHANGES RELATED TO FIELD CONDITIONS, INCLUDING AREAS OF ROCK EXCAVATION. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL FILE WITH THE OWNER A COMPLETE SET OF "AS CONSTRUCTED" DRAWINGS PREPARED BY A NYS LICENSED LAND SURVEYOR SHOWING AND LOCATING ALL FEATURES OF THE WORK AS INSTALLED.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTING TO THE ENGINEER A CERTIFIED RECORD SURVEY SIGNED AND SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF CONNECTICUT DEPICTING THE ACTUAL FIELD LOCATION OF ALL CONSTRUCTED IMPROVEMENTS THAT ARE REQUIRED BY THE JURISDICTIONAL AGENCIES FOR THE CERTIFICATION PROCESS. ALL SURVEY COSTS WILL BE THE CONTRACTOR'S RESPONSIBILITY.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DOCUMENTING AND MAINTAINING AS-BUILT INFORMATION WHICH SHALL BE RECORDED AS CONSTRUCTION PROGRESSES OR AT THE COMPLETION OF APPROPRIATE CONSTRUCTION INTERVALS AND SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT DRAWINGS TO THE OWNER FOR THE PURPOSE OF CERTIFICATION TO JURISDICTIONAL AGENCIES AS REQUIRED. ALL AS-BUILT DATA SHALL BE COLLECTED BY A STATE OF CONNECTICUT PROFESSIONAL LAND SURVEYOR WHOSE SERVICES ARE ENGAGED BY THE CONTRACTOR.
11. ANY WELL DISCOVERED DURING EARTH MOVING OR EXCAVATION SHALL BE REPORTED TO THE OWNER WITHIN 24 HOURS AFTER DISCOVERY IS MADE.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THAT THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS DO NOT CONFLICT WITH ANY KNOWN EXISTING OR OTHER PROPOSED IMPROVEMENTS. IF ANY CONFLICTS ARE DISCOVERED, THE CONTRACTOR SHALL NOTIFY THE OWNER PRIOR TO INSTALLATION OF ANY PORTION OF THE SITE WORK THAT WOULD BE AFFECTED. FAILURE TO NOTIFY OWNER OF AN IDENTIFIABLE CONFLICT PRIOR TO PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
13. ANY EXISTING UTILITY, WHICH IS TO BE EXTENDED, WHICH IS THE CONNECTION POINT FOR NEW UNDERGROUND UTILITIES, OR WHICH NEW FACILITIES CROSS, SHALL BE EXPOSED BY THE CONTRACTOR PRIOR TO PLACEMENT OF THE NEW UTILITIES. COST OF SUCH EXCAVATION AND SUBSEQUENT BACKFILL SHALL BE INCLUDED IN THE PRICES PAID FOR THE VARIOUS ITEMS WORK. THE EXISTING UTILITIES OF THE EXISTING FACILITIES WILL BE CHECKED BY THE PUBLIC WORKS INSPECTOR AND THE ENGINEER. IF IN THE OPINION OF THE INSPECTOR A CONFLICT EXISTS, THEN THE ENGINEER SHALL MAKE ANY NEEDED GRADE AND/OR ALIGNMENT ADJUSTMENTS AND REVISE THE PLANS ACCORDINGLY. ALL GRAVITY FLOW PRELIMINARY TO THE END STARTING FROM THE LOWEST POINT STARTING AT THE END OF EXISTING IMPROVEMENTS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 24 HOURS PRIOR TO BACKFILLING OF ANY PIPE WHICH STUBS TO A FUTURE PHASE OF CONSTRUCTION FOR INVERT VERIFICATION. TOLERANCE SHALL BE IN ACCORDANCE WITH CITY STANDARD SPECIFICATIONS.
14. WORK OF THIS CONTRACT IS TO INCLUDE, BUT NOT LIMITED TO, DEMOLITION OF EXISTING BUILDING FOUNDATIONS AND OLD UTILITY SYSTEMS, SITE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO, UTILITIES, UTILITY STRUCTURES, ASPHALT AND CONCRETE PAVEMENT, CONCRETE PAVERS, CONCRETE AND GRANITE CURBING, DRIVEWAY APRONS, CONCRETE AND ASPHALT RAMPS, SIDEWALKS, FENCING, RAILINGS, SIGNAGE, SITE LIGHTING, RETAINING WALLS AND MISCELLANEOUS STRUCTURES.
15. HOURS OF CONSTRUCTION ACTIVITY MUST COMPLY WITH THE CITY OF BRIDGEPORT CODE.
16. PRIOR STARTING CONSTRUCTION ALL ACTIVE UTILITIES SHOULD BE IDENTIFIED, MARKED OUT IN THE FIELD, AND SECURED AS NECESSARY.
17. CONTRACTOR IS ALSO TO FAMILIARIZE HIMSELF WITH THE SUBSURFACE EXPLORATIONS AND GEOTECHNICAL REPORTS APPLICABLE TO THE PROJECT. ASSUMED PROVIDED BY OTHERS.
18. INFORMATION GIVEN IN THE SUBSURFACE EXPLORATIONS AND GEOTECHNICAL ENGINEERING REPORTS WAS OBTAINED FOR USE BY THE OWNER IN EXECUTION OF DESIGN. THE SUBSURFACE CONDITIONS DESCRIBED IN THE REPORTS ARE NOT INTENDED AS REPRESENTATIONS OR WARRANTIES OF ACCURACY. THE SUBSURFACE STRATIGRAPHY SHOWN IN THE REPORTS ARE BASED ON NECESSARY INTERPOLATIONS AND MAY OR MAY NOT REPRESENT ACTUAL SUBSURFACE CONDITIONS. THE OWNER WILL NOT BE RESPONSIBLE FOR INTERPRETATIONS OR CONCLUSIONS MADE FROM THE DATA IN THE REPORTS BY THE CONTRACTOR.
19. ADJOINING PROPERTY OWNERS WILL CONTINUE TO OCCUPY THEIR FACILITIES IMMEDIATELY ADJACENT TO THE PROJECT SITE AND DEMOLITION AREAS. THUS, THE CONTRACTOR MUST CONDUCT HIS OPERATIONS IN SUCH A MANNER AND MAKE ANY ARRANGEMENTS NECESSARY SO THAT THE ADJOINING PROPERTY OWNERS USE OF THEIR FACILITIES WILL NOT BE INTERRUPTED DURING THE COURSE OF THE WORK.
20. PROVIDE NOT LESS THAN SEVENTY-TWO (72) HOURS' NOTICE TO THE OWNER AND ADJACENT PROPERTY OWNERS OF ACTIVITIES THAT WILL AFFECT THEIR RESPECTIVE USE OF THEIR PROPERTY.
21. MAINTAIN ACCESS TO EXISTING WALKWAYS, EXITS, AND OTHER ADJACENT OCCUPIED OR USED FACILITIES.
22. DO NOT CLOSE OR OBSTRUCT WALKWAYS, EXITS, OR OTHER OCCUPIED OR USED FACILITIES WITHOUT WRITTEN PERMISSION FROM AUTHORITIES HAVING JURISDICTION OR THE AFFECTED PROPERTY OWNER.
23. IT IS NOT EXPECTED THAT HAZARDOUS MATERIALS WILL BE ENCOUNTERED IN THE CONDUCT OF THE WORK. HOWEVER, IF MATERIALS SUSPECTED OF CONTAINING HAZARDOUS MATERIALS ARE ENCOUNTERED, DO NOT DISTURB AND IMMEDIATELY NOTIFY THE OWNER AND CONSTRUCTION MANAGER. HAZARDOUS MATERIALS WILL BE REMOVED BY THE OWNER AND/OR CONTRACTOR UNDER A SEPARATE CONTRACT.
24. REVIEW PROJECT RECORD DOCUMENTS OF EXISTING CONSTRUCTION PROVIDED BY OWNER. OWNER DOES NOT GUARANTEE THAT EXISTING CONDITIONS ARE SAME AS THOSE INDICATED IN PROJECT RECORD DOCUMENTS.
25. THE CONTRACTOR IS RESPONSIBLE FOR ENGAGING A PROFESSIONAL ENGINEER TO PERFORM AN ENGINEERING SURVEY OF THE CONDITION OF ANY REMAINING BUILDING STRUCTURE OR FOUNDATION SYSTEM TO DETERMINE WHETHER REMOVING ANY ELEMENT MIGHT RESULT IN A STRUCTURAL DEFICIENCY OR UNPLANNED COLLAPSE OF ANY PORTION OF THAT STRUCTURE OR ADJACENT STRUCTURES DURING DEMOLITION OPERATIONS.
26. PROVIDE AND MAINTAIN INTERIOR AND EXTERIOR SHORING, BRACING, OR STRUCTURAL SUPPORT TO PRESERVE STABILITY AND PREVENT UNEXPECTED MOVEMENT OR COLLAPSE OF CONSTRUCTION BEING DEMOLISHED.
27. EXISTING UTILITIES MAINTAIN ACTIVE UTILITY SERVICES INDICATED TO REMAIN AND PROTECT THEM AGAINST DAMAGE DURING DEMOLITION OPERATIONS.
28. DO NOT INTERRUPT EXISTING UTILITIES SERVING BOTH ON SITE AND OFF SITE ADJACENT OCCUPIED OR OPERATING FACILITIES UNLESS AUTHORIZED IN WRITING BY OWNER AND AUTHORITIES HAVING JURISDICTION.
29. PROVIDE TEMPORARY SERVICES DURING INTERRUPTIONS TO EXISTING UTILITIES, AS ACCEPTABLE TO OWNER AND TO AUTHORITIES HAVING JURISDICTION.
30. PROVIDE AT LEAST SEVENTY-TWO (72) HOURS' NOTICE TO OWNER IF SHUTDOWN OF SERVICE IS REQUIRED DURING CHANGEOVER.
31. TEMPORARY PROTECTION: ERECT TEMPORARY PROTECTION, SUCH AS WALKS, FENCES, RAILINGS, CANOPIES, AND COVERED PASSAGEWAYS, WHERE REQUIRED BY AUTHORITIES HAVING JURISDICTION AND AS INDICATED.
32. PROTECT EXISTING SITE IMPROVEMENTS, APPURTENANCES, AND LANDSCAPING TO REMAIN.
33. PROVIDE TEMPORARY BARRICADES AND OTHER PROTECTION REQUIRED TO PREVENT INJURY TO PEOPLE AND DAMAGE TO ADJACENT BUILDINGS AND FACILITIES TO REMAIN.
34. PROVIDE PROTECTION TO ENSURE SAFE PASSAGE OF PEOPLE AROUND BUILDING DEMOLITION AREA AND TO AND FROM OCCUPIED PORTIONS OF ADJACENT BUILDINGS AND STRUCTURES.
35. PROTECT WALLS, WINDOWS, ROOFS, AND OTHER ADJACENT EXTERIOR CONSTRUCTION THAT ARE TO REMAIN AND THAT ARE EXPOSED TO BUILDING DEMOLITION OPERATIONS OR OTHER CONSTRUCTION ACTIVITY.
36. GENERAL: DEMOLISH ALL ITEMS, AS EITHER INDICATED ON THE PLANS OR ENCOUNTERED IN THE FIELD DURING THE WORK, COMPLETELY. USE METHODS REQUIRED TO COMPLETE THE WORK WITHIN LIMITATIONS OF GOVERNING REGULATIONS AND AS FOLLOWS:
37. DO NOT USE CUTTING TORCHES UNTIL WORK AREA IS CLEARED OF FLAMMABLE MATERIALS. MAINTAIN FIRE WATCH AND PORTABLE FIRE-SUPPRESSION DEVICES DURING FLAME-CUTTING OPERATIONS.

- 38. MAINTAIN ADEQUATE VENTILATION WHEN USING CUTTING TORCHES.
39. LOCATE DEMOLITION EQUIPMENT AND REMOVE DEBRIS AND OTHER MATERIALS SO AS NOT TO IMPOSE EXCESSIVE LOADS ON SUPPORTING WALLS, FLOORS, OR FRAMING OF ADJOINING STRUCTURES.
40. ENGINEERING SURVEYS: PERFORM SURVEYS AS THE WORK PROGRESSES TO DETECT HAZARDS THAT MAY RESULT FROM BUILDING DEMOLITION ACTIVITIES.
41. SITE ACCESS AND TEMPORARY CONTROLS: CONDUCT DEMOLITION AND DEBRIS-REMOVAL OPERATIONS TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, WALKS, WALKWAYS, AND OTHER ADJACENT OCCUPIED AND USED FACILITIES.
42. DO NOT CLOSE OR OBSTRUCT STREETS, WALKS, WALKWAYS, OR OTHER ADJACENT OCCUPIED OR USED FACILITIES WITHOUT PERMISSION FROM OWNER AND AUTHORITIES HAVING JURISDICTION. PROVIDE ALTERNATE ROUTES AROUND CLOSED OR OBSTRUCTED TRAFFICWAYS IF REQUIRED BY AUTHORITIES HAVING JURISDICTION.
43. USE WATER MIST AND OTHER SUITABLE METHODS TO LIMIT SPREAD OF DUST AND DIRT. COMPLY WITH GOVERNING ENVIRONMENTAL-PROTECTION REGULATIONS. DO NOT USE WATER WHEN IT MAY DAMAGE ADJACENT CONSTRUCTION OR CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS, SUCH AS ICE, FLOODING, AND POLLUTION.
44. REMOVE STRUCTURES AND OTHER SITE IMPROVEMENTS INTACT WHEN PERMITTED BY AUTHORITIES HAVING JURISDICTION.
45. CONCRETE: CUT CONCRETE FULL DEPTH AT JUNCTURES WITH CONSTRUCTION INDICATED TO REMAIN, USING POWER-DRIVEN SAW, THEN REMOVE CONCRETE BETWEEN SAW CUTS.
46. MASONRY: CUT MASONRY AT JUNCTURES WITH CONSTRUCTION INDICATED TO REMAIN, USING POWER-DRIVEN SAW, THEN REMOVE MASONRY BETWEEN SAW CUTS.
47. CONCRETE SLABS-ON-GRADE: SAW-CUT PERIMETER OF AREA TO BE DEMOLISHED AT JUNCTURES WITH CONSTRUCTION INDICATED TO REMAIN, THEN BREAK UP AND REMOVE.
48. EQUIPMENT: DISCONNECT EQUIPMENT AT NEAREST FITTING CONNECTION TO SERVICES, COMPLETE WITH SERVICE VALVES. REMOVE AS WHOLE UNITS, COMPLETE WITH CONTROLS.
49. BELOW-GRADE CONSTRUCTION: DEMOLISH EXISTING FOUNDATIONS AND FOOTINGS, FOUNDATION WALLS, WALLS, SLABS AND OTHER BELOW-GRADE CONSTRUCTION THAT IS WITHIN TEN (10) FEET OUTSIDE OF FOOTPRINT INDICATED FOR NEW CONSTRUCTION. ABANDON BELOW-GRADE CONSTRUCTION OUTSIDE THIS AREA.
50. REMOVE BELOW-GRADE CONSTRUCTION TO DEPTHS INDICATED ON THE PLANS.
51. EXISTING BELOW GRADE CONSTRUCTION SHOULD BE REMOVED ENTIRELY FROM BELOW PROPOSED FOUNDATIONS AND THEIR ZONES OF INFLUENCE (IF DETERMINED BY LINES EXTENDING AT LEAST ONE (1) FOOT LATERALLY BEYOND FOOTING EDGES FOR EACH VERTICAL FOOT OF DEPTH) AND EXCAVATED TO AT LEAST TWO (2) FEET BELOW PROPOSED CONSTRUCTION SUBGRADE LEVELS ELSEWHERE.
52. FOUNDATION AND SLABS MAY REMAIN IN PLACE BELOW THESE DEPTHS BELOW GROUND SUPPORTED SLABS, PAVEMENTS AND LANDSCAPED AREAS, PROVIDED THEY ARE APPROVED BY THE GEOTECHNICAL ENGINEER AND DO NOT INTERFERE WITH FUTURE CONSTRUCTION (INCLUDING UTILITIES); HOWEVER, IF EXISTING SLAB OR STRUCTURE TO REMAIN SHOULD BE THOROUGHLY BROKEN TO ALLOW VERTICAL DRAINAGE OF INFILTRATING WATER.
53. EXISTING UTILITIES: ABANDON EXISTING UTILITIES AND BELOW-GRADE UTILITY STRUCTURES. CUT UTILITIES FLUSH WITH GRADE.
54. EXISTING UTILITIES: DEMOLISH EXISTING UTILITIES AND BELOW-GRADE UTILITY STRUCTURES THAT ARE WITHIN TEN (10) FEET OUTSIDE OF FOOTPRINT INDICATED FOR NEW CONSTRUCTION. ABANDON UTILITIES OUTSIDE THIS AREA.
55. FILL ABANDONED UTILITY STRUCTURES AND PIPING WITH EITHER LEAN CONCRETE OR SATISFACTORY SOIL MATERIALS APPROVED BY THE OWNER OR GEOTECHNICAL ENGINEER.
56. EXISTING UTILITIES: DEMOLISH AND REMOVE EXISTING UTILITIES AND BELOW-GRADE UTILITY STRUCTURES.
57. SITE DRAINAGE: SITE SOILS MAY SOFTEN WHEN EXPOSED TO WATER. EFFORT MUST BE MADE TO MAINTAIN DRAINAGE OF SURFACE WATER RUNOFF AWAY FROM CONSTRUCTION AREAS AND OPEN EXCAVATIONS BY GRADING AND LIMITING THE EXPOSURE OF EXCAVATIONS AND PREPARED SUBGRADES TO RAINFALL.
58. BELOW-GRADE AREAS: COMPLETELY FILL BELOW-GRADE AREAS AND VOIDS RESULTING FROM BUILDING DEMOLITION OPERATIONS WITH SATISFACTORY SOIL MATERIALS APPROVED BY THE OWNER AND/OR GEOTECHNICAL ENGINEER.
59. SITE GRADING: UNIFORMLY ROUGH GRADE AREA OF DEMOLISHED CONSTRUCTION TO A SMOOTH SURFACE, FREE FROM IRREGULAR SURFACE CHANGES. PROVIDE A SMOOTH TRANSITION BETWEEN ADJACENT EXISTING GRADES AND NEW GRADES.
60. SEPARATE RECYCLABLE DEMOLISHED MATERIALS FROM OTHER DEMOLISHED MATERIALS TO THE MAXIMUM EXTENT POSSIBLE. SEPARATE RECYCLABLE MATERIALS BY TYPE.
61. PROVIDE CONTAINERS OR OTHER STORAGE METHOD APPROVED BY ARCHITECT FOR CONTROLLING RECYCLABLE MATERIALS UNTIL THEY ARE REMOVED FROM PROJECT SITE.
62. STOCKPILE PROCESSED MATERIALS ON-SITE WITHOUT INTERMIXING WITH OTHER MATERIALS. PLACE, GRADE, AND SHAPE STOCKPILES TO DRAIN SURFACE WATER. COVER TO PREVENT WINDBLOWN DUST.
63. STOCKPILE MATERIALS IN DESIGNATED AREAS SHOWN ON THE PLANS OR AS APPROVED IN THE FIELD BY THE OWNER OR CONSTRUCTION MANAGER.
64. IF RECYCLABLE MATERIAL CANNOT BE USED ON-SITE, THE CONTRACTOR SHALL TRANSPORT THE RECYCLABLE MATERIALS OFF OWNER'S PROPERTY AND LEGALLY DISPOSE OF THEM AT NO ADDITIONAL COST TO THE OWNER IN ACCORDANCE WITH THE SWP.
65. DEMOLITION MATERIAL: FREE OF ENVIRONMENTAL CONCERNS, AND APPROVED BY NYSDEC, MAY BE USED AS FILL MATERIAL PROVIDED THE MATERIAL IS PROPERLY SEGREGATED AND PROCESSED AS FOLLOWS AND APPROVED FOR REUSE ON THE SITE BY THE GEOTECHNICAL ENGINEER.
66. CONCRETE MASONRY MATERIALS SHOULD BE CRUSHED TO A WELL GRADED BLEND WITH A MAXIMUM SIZE OF THREE (3) INCHES IN DIAMETER, PER EARTHWORK SPECIFICATIONS.
67. MILLED OR RECYCLED ASPHALT PAVEMENT (RAP) MAY BE REUSED AS GRANULAR BASE MATERIAL FOR PAVEMENTS PROVIDED THAT THE RAP PARTICLE SIZE MEETS THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR GRANULAR BASE AND NO MORE THAN FIFTY (50) PERCENT OF THE PAVEMENT GRANULAR BASE CONTAINS RAP.
68. OTHER ASPHALTIC MATERIALS AND DELETERIOUS BUILDING MATERIALS SUCH AS WOOD, INSULATION, METAL, SHINGLES, ETC. SHOULD NOT BE USED AS GENERAL STRUCTURAL FILL MATERIAL.
69. EXCEPT FOR ITEMS OR MATERIALS INDICATED TO BE RECYCLED, REUSED, SALVAGED, REINSTALLED, OR OTHERWISE IDENTIFIED TO REMAIN OWNER'S PROPERTY, REMOVE DEMOLISHED MATERIALS FROM PROJECT SITE AND LEGALLY DISPOSE OF THEM IN AN EPA-APPROVED LANDFILL.
70. REMOVE AND TRANSPORT DEBRIS IN A MANNER THAT WILL PREVENT SPILLAGE ON ADJACENT SURFACES AND AREAS.
71. BURNING: ON SITE BURNING OF RUBBISH AND OTHER DEMOLITION DEBRIS WILL NOT BE PERMITTED.
72. DISPOSAL: TRANSPORT DEMOLISHED MATERIALS OFF OWNER'S PROPERTY AND PROVIDE FOR THE LEGAL OFF SITE DISPOSAL OF THE MATERIAL IN ACCORDANCE WITH THE SWP.
73. CLEAN ADJACENT STRUCTURES AND IMPROVEMENTS OF DUST, DIRT, AND DEBRIS CAUSED BY BUILDING DEMOLITION OPERATIONS. RETURN ADJACENT AREAS TO CONDITION EXISTING BEFORE BUILDING DEMOLITION OPERATIONS BEGAN.
74. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING THE OWNER WITH A SURVEY PREPARED BY A NYS LICENSED LAND SURVEYOR SHOWING THE LOCATION AND THE ELEVATIONS TO WHICH THE DEMARCATION BARRIER IS INSTALLED.
75. THE CONTRACTOR IS TO NOTE THAT THE WORK OF THIS CONTRACT WILL INCLUDE WORK BY OTHERS AND THE CONTRACTOR SHALL COORDINATE HIS WORK AND MAKE EVERY REASONABLE EFFORT TO PERMIT THE EXECUTION OF SUCH WORK BY OTHERS WITHOUT DELAY.
76. IF TEMPORARY UTILITY SERVICES ARE REQUIRED THE CONTRACTOR SHALL SEE TO IT THAT THEY ARE PROVIDED AT NO ADDITIONAL COST TO THE OWNER AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN SUCH TEMPORARY FACILITIES FOR THE DURATION OF THEIR WORK.
77. ALL WORK OF THIS CONTRACT SHALL CONFORM TO THESE CONTRACT DRAWINGS AND SPECIFICATIONS AS WELL AS TO THE APPLICABLE REQUIREMENTS OF THE JURISDICTION HAVING AUTHORITY BUILDING, PUBLIC WORKS, AND FIRE DEPARTMENTS, AS WELL AS THE COGNIZANT PUBLIC UTILITY COMPANIES.
78. ALL WORK SHALL COMPLY WITH THE BUILDING CODE OF NEW YORK STATE AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL RULES, LAWS, AND REGULATIONS.
79. ALL PROJECT RELATED LINES AND GRADES ARE TO BE ESTABLISHED BY A LICENSED SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF NEW YORK.
80. SIZES OF EXISTING UTILITY LINES ARE TO BE VERIFIED IN THE FIELD BY CAREFUL TEST EXCAVATIONS BY THE CONTRACTOR PRIOR TO STARTING THE WORK ANY SUBSTANTIVE VARIATIONS FROM THE SURVEY DATA PROVIDED ARE TO BE BROUGHT TO THE ATTENTION OF THE ARCHITECT OR ENGINEER SO THAT APPROPRIATE DESIGN MODIFICATIONS MAY BE MADE.
97. THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE EXISTING DRAINAGE OR UTILITY SYSTEMS WITHIN OR ADJACENT TO THE WORK SHOWN ON THESE DRAWINGS. ANY DAMAGE CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL IMMEDIATELY BE REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL EXPENSE AND TO THE SATISFACTION OF THE OWNER OR UTILITY COMPANY INVOLVED.
98. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COORDINATION OF ALL TRADES REQUIRED BY THE CONTRACT WORK AND SHALL OBTAIN ALL REQUIRED BONDS, PERMITS, ETC. REQUIRED FOR THE EXECUTION OF THE WORK AND CONFORM THE WORK WITH ALL APPLICABLE CODES, RULES AND REGULATIONS OF THE GOVERNING AGENCIES. THE CONTRACTOR IN ACCORDANCE WITH NEW YORK STATE LAW (CODE RULE 53) SHALL BE RESPONSIBLE FOR NOTIFYING THE APPROPRIATE UTILITY COMPANY OR AGENCY PRIOR TO COMMENCING ANY EXCAVATION WORK AND SHALL NOTIFY THE "CALL BEFORE YOU DIG" HOTLINE @ 1-800-962-7962 PRIOR TO COMMENCING ANY CONSTRUCTION ACTIVITIES.
99. SAFE AND ADEQUATE PEDESTRIAN AND VEHICULAR TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES TO THE ADJACENT BUILDINGS WHILE THE WORK IS PROGRESSING. THE CONTRACTOR SHALL SUBMIT FOR APPROVAL OF THE OWNER A CONSTRUCTION SEQUENCE SCHEDULE AND PLAN FOR PEDESTRIAN AND VEHICULAR TRAFFIC FLOW.
100. ALL UNPAVED AREAS WITHIN THE WORK AREAS AND ALL AREAS DISTURBED DURING CONSTRUCTION ARE TO BE STABILIZED IN ACCORDANCE WITH THE NYSDEC APPROVED STORMWATER POLLUTION PREVENTION PLAN. UNLESS OTHERWISE DIRECTED BY THE OWNER, TURFED AREAS, DISTURBED BY REGRADING AND OTHER WORK OF CONTRACTOR, SHALL BE BROUGHT TO THE PROPER SUBGRADE ELEVATION, TOPSOIL TO A MINIMUM DEPTH OF 4 INCHES SHALL BE PLACED AND LIMING, FERTILIZING AND SEEDING ACCOMPLISHED, AS SPECIFIED. THE CONTRACTOR SHALL WATER AND MAINTAIN THE SEEDED AREAS UNTIL THEY HAVE BECOME WELL ESTABLISHED.

- 101. EXISTING PAVEMENT WHICH IS TO REMAIN AND WHICH IS REMOVED OR DAMAGED DURING THE CONSTRUCTION WORK OF THIS CONTRACT IS TO BE RESTORED TO ITS ORIGINAL CONDITION.
102. UNLESS OTHERWISE SHOWN HEREON OR DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL MATCH THE MATERIALS, TYPES, THICKNESS AND QUALITY OF EXISTING BITUMINOUS CONCRETE PAVEMENTS, WALKWAYS AND CURBS WITHIN THE PUBLIC RIGHT-OF-WAY WHICH ARE TO BE REPLACED.
103. ASA REFERENCE STANDARD ALL WORK CONTAINED HEREIN SHALL BE GOVERNED BY THE REQUIREMENTS SET FORTH IN THE "STANDARD SPECIFICATIONS. CONSTRUCTION AND MATERIALS" AS PUBLISHED BY THE NYSDOT, DESIGN AND CONSTRUCTION DIVISION, DATED JANUARY 2, 2002, INCLUDING ALL LATEST AMENDMENTS THERETO
104. AT NO TIME, SHALL ANY EXCAVATED AREAS BE LEFT UNATTENDED UNLESS APPROPRIATE MARKING AND BARRICADING IS EMPLOYED.
105. WITH REGARD TO EXISTING UTILITIES TO REMAIN, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING ALL EXISTING UTILITY VALVES, MANHOLE FRAMES, COVERS, RIMS, INVERTS AND HYDRANTS TO MEET NEW FINISH GRADE OR AS OTHERWISE REQUIRED TO FUNCTION PROPERLY.
106. CONTRACTOR SHALL REVIEW PLANS FROM SITE PREPARATION AND SITE PACKAGE CONTRACT AND FAMILIARIZE THEMSELVES WITH PREVIOUS SCOPE OF WORK.
107. CONTRACTOR SHALL LIMIT ACTIVITIES IN AREAS OF DEVELOPMENT THAT ARE OCCUPIED.

PAVING, GRADING AND DRAINAGE NOTES

- 1. CONTRACTOR SHALL MAINTAIN GRADES AT ENTRANCES TO PHASE 2 CONSTRUCTION.
2. ALL PAVING, CONSTRUCTION, MATERIALS, AND WORKMANSHIP WITHIN JURISDICTION'S RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH LOCAL OR COUNTY SPECIFICATIONS AND STANDARDS (LATEST EDITION) OR CONNECTICUT DEPARTMENT OF TRANSPORTATION SPECIFICATIONS AND STANDARDS (LATEST EDITION) IF NOT COVERED BY LOCAL OR COUNTY REGULATIONS.
3. ALL UNPAVED AREAS IN EXISTING RIGHTS-OF-WAY DISTURBED BY CONSTRUCTION SHALL BE REGRADED AND REPAIRED TO EXISTING CONDITION OR BETTER.
4. TRAFFIC CONTROL ON ALL CTDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
5. THE CONTRACTOR SHALL GRADE THE SITE TO THE ELEVATIONS INDICATED AND SHALL REGRADE WASHOUTS WHERE THEY OCCUR AFTER EVERY RAINFALL UNTIL AN ADEQUATE STABILIZATION OCCURS.
6. ALL OPEN AREAS WITHIN THE PROJECT SITE SHALL BE COVERED WITH TOPSOIL AND SEED AS INDICATED ON THE LANDSCAPE PLAN.
7. ALL AREAS INDICATED AS PAVEMENT SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TYPICAL PAVEMENT SECTIONS AS INDICATED ON THE DRAWINGS.
8. WHERE EXISTING PAVEMENT IS INDICATED TO BE REMOVED AND REPLACED, THE CONTRACTOR SHALL SAW CUT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND REPLACE THE PAVEMENT WITH THE SAME TYPE AND DEPTH OF MATERIAL AS EXISTING OR AS INDICATED.
9. WHERE NEW PAVEMENT MEETS THE EXISTING PAVEMENT, THE CONTRACTOR SHALL SAW CUT THE EXISTING PAVEMENT A MINIMUM 2" DEEP FOR A SMOOTH AND STRAIGHT JOINT AND MATCH THE EXISTING PAVEMENT ELEVATION WITH THE PROPOSED PAVEMENT UNLESS OTHERWISE INDICATED.
10. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
11. DEWATERING DISCHARGE WILL NOT BE PERMITTED TO DISCHARGE ONTO OPEN GROUND. IT SHALL BE TREATED AND DISCHARGED INTO THE COUNTY SEWER. PERMIT TO BE COORDINATED BY THE OWNER.
12. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED, IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
13. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE AUTHORITY HAVING JURISDICTION.
14. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE STABILIZED BY MEANS AND METHODS APPROVED BY THE AUTHORITY HAVING JURISDICTION. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE COVERED WITH ROCK OR MULCHED AS SHOWN ON THE LANDSCAPING PLAN.
15. ALL CUT OR FILL SLOPES SHALL BE 3 (HORIZONTAL) : 1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
17. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES THE WATER QUALITY STANDARDS OF THE GOVERNING CODE.
18. EXPOSED SLOPES SHOULD BE STABILIZED WITHIN 48 HOURS OF COMPLETING FINAL GRADING, AND AT ANY OTHER TIME AS NECESSARY, TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES.
19. THE CONTRACTOR MUST REVIEW AND MAINTAIN A COPY OF THE REQUIRED PERMITS COMPLETE WITH ALL CONDITIONS, ATTACHMENTS, EXHIBITS, AND PERMIT MODIFICATIONS IN GOOD CONDITION AT THE CONSTRUCTION SITE. THE COMPLETE PERMIT MUST BE AVAILABLE FOR REVIEW UPON REQUEST BY GOVERNING JURISDICTIONS.
20. THE CONTRACTOR SHALL ENSURE THAT ISLAND PLANTING AREAS AND OTHER PLANTING AREAS ARE NOT COMPACTED AND DO NOT CONTAIN ROAD BASE MATERIALS. THE CONTRACTOR SHALL ALSO EXCAVATE AND REMOVE ALL UNDESIRABLE MATERIAL FROM ALL AREAS ON THE SITE TO BE PLANTED AND PROPERLY DISPOSED OF IN A LEGAL MANNER.
21. THE CONTRACTOR SHALL INSTALL ALL UNDERGROUND STORM WATER PIPING PER MANUFACTURER'S RECOMMENDATIONS.

BUILDING AND SAFETY DIVISION NOTES

- 1. FILL TO BE COMPACTED TO NOT LESS THAN 90% OF MAXIMUM DENSITY AS DETERMINED BY A S.T.M. SOIL COMPACTION TEST D157.
2. FIELD DENSITY WILL BE DETERMINED BY THE SAND-CONE METHOD A.S.T.M. 1556-07 AND/OR NUCLEAR DENSITY GAUGE METHOD A.S.T.M. 2922/97. IN THE GRADING AND CONCRETE WORKS, FIELD DENSITY WILL BE DETERMINED BY THE DRY-CUMULUS METHOD D2937 A.S.T.M. PROVIDED NOT LESS THAN 20% OF THE REQUIRED DENSITY TESTS, UNIFORMLY DISTRIBUTED, ARE BY THE SAND-CONE METHOD. THE METHOD OF DETERMINING FIELD DENSITY SHALL BE SHOWN IN THE COMPACTION REPORT. OTHER METHODS MAY BE USED IF RECOMMENDED BY THE SOILS ENGINEER AND APPROVED IN ADVANCE BY THE BUILDING OFFICIAL.
3. NOT LESS THAN ONE FIELD DENSITY TEST WILL BE MADE FOR EACH TWO-FOOT VERTICAL LIFT OF FILL NOR LESS THAN ONE SUCH TEST FOR EACH 1,000 CUBIC YARDS OF MATERIAL PLACED UNLESS OTHERWISE RECOMMENDED BY THE SOILS ENGINEER.
4. NO FILL TO BE PLACED UNTIL STRIPPING OF VEGETATION, REMOVAL OF UNSUITABLE SOILS AND INSTALLATION OF SUBDRAINS (IF ANY) HAS BEEN INSPECTED AND APPROVED BY THE SOILS ENGINEER.
5. NO ROCK OR SIMILAR MATERIAL GREATER THAN 8" IN DIAMETER WILL BE PLACED IN THE FILL UNLESS RECOMMENDATIONS FOR SUCH PLACEMENT HAVE BEEN SUBMITTED BY THE SOILS ENGINEER IN ADVANCE AND APPROVED BY THE BUILDING OFFICIAL.
6. FINISH GRADING WILL BE COMPLETED AND APPROVED BEFORE OCCUPANCY OF BUILDINGS.
7. SEE GRADING PLANS FOR EARTHWORK VOLUMES.
8. FILL SLOPES SHALL NOT BE STEEPER THAN 2:1.
9. DENSITY TESTS WILL BE MADE AT POINTS APPROXIMATELY ONE FOOT BELOW THE FILL SLOPE SURFACE. ONE TEST WILL BE MADE FOR EACH 1,000 SQ. FT. OF SLOPE SURFACE, BUT NOT LESS THAN ONE TEST FOR EACH 10 FT. VERTICAL OF SLOPE HEIGHT UNLESS OTHERWISE RECOMMENDED BY THE SOILS ENGINEER.
10. ALL PADS AT ROUGH GRADING WILL HAVE A MINIMUM SLOPE OF 1% TOWARDS THE STREET OR DESIGNED DRAINAGE OUTLET.
11. APPROVAL OF THIS PLAN BY THE LOCAL AGENCY DOES NOT CONSTITUTE A REPRESENTATION AS TO THE ACCURACY OF THE LOCATION OR THE EXISTENCE OR NON-EXISTENCE OF ANY UNDERGROUND UTILITY PIPE OR STRUCTURE WITHIN THE LIMITS OF THIS PROJECT. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR THE PROTECTION OF ALL UTILITIES WITHIN THE LIMITS OF THIS PROJECT.
12. FILLS SHALL BE BENCHED IN ACCORDANCE WITH APPROVED GEOTECHNICAL REPORT
13. ALL TRENCH BACKFILLS SHALL BE TESTED AND CERTIFIED BY THE SITE SOILS ENGINEER PER THE GRADING CODE.
14. ALL CUT SLOPES SHALL BE INVESTIGATED BOTH DURING AND AFTER GRADING BY AN ENGINEERING GEOLOGIST TO DETERMINE IF ANY SOIL STABILITY PROBLEM EXISTS. SHOULD EXCAVATION DISCLOSE ANY GEOLOGICAL HAZARDS OR POTENTIAL GEOLOGICAL HAZARDS, THE ENGINEERING GEOLOGIST SHALL RECOMMEND NECESSARY TREATMENT TO THE BUILDING OFFICIAL FOR APPROVAL.
15. WHERE SUPPORT OR BUTTRESSING OF CUT AND NATURAL SLOPES IS DETERMINED TO BE NECESSARY BY THE ENGINEERING GEOLOGIST AND SOILS ENGINEER, THE SOILS ENGINEER WILL SUBMIT DESIGN, LOCATION AND CALCULATIONS TO THE BUILDING OFFICIAL PRIOR TO CONSTRUCTION. THE ENGINEERING GEOLOGIST AND SOILS ENGINEER WILL INSPECT AND CONTROL THE CONSTRUCTION OF THE BUTTRESSING AND CERTIFY TO THE STABILITY OF THE SLOPE AND ADJACENT STRUCTURES UPON COMPLETION.
16. THE SOILS ENGINEER AND ENGINEERING GEOLOGIST SHALL PERFORM SUFFICIENT INSPECTIONS AND BE AVAILABLE DURING GRADING AND CONSTRUCTION TO PROVIDE CONSULTATION CONCERNING COMPLIANCE WITH THE PLANS, SPECIFICATIONS, AND CODE WITHIN THEIR PURVIEW.
17. THE DESIGN CIVIL ENGINEER SHALL BE AVAILABLE DURING GRADING AND CONSTRUCTION FOR CONSULTATION CONCERNING COMPLIANCE WITH THE PLANS, SPECIFICATIONS, AND CODE WITHIN THIS PURVIEW.
18. SANITARY FACILITIES SHALL BE MAINTAINED ON THE SITE.

INFILTRATION NOTES

SUBGRADE PREPARATION

- 1. EXISTING SUBGRADE UNDER BED AREAS SHALL NOT BE COMPACTED OR SUBJECT TO CONSTRUCTION EQUIPMENT TRAFFIC PRIOR TO GEOTEXTILE AND RETENTION LAYER PLACEMENT.
2. CONTRACTOR SHALL DETERMINE SUBGRADE PERMEABILITY IN ACCORDANCE WITH ASTM D 3385 BEFORE CONCRETE PLACEMENT. CONTRACTOR SHALL PROVIDE PERMEABILITY TESTING FOR SUBGRADE TO CONFIRM THAT SUBGRADE PERMEABILITY MEETS REQUIREMENTS OF CONTRACT DOCUMENTS.
3. CONTRACTOR SHALL PREPARE SUBGRADE AS SPECIFIED IN THE CONTRACT DOCUMENTS, INSURING THE BOTTOM OF THE RETENTION LAYER IS AT LEVEL GRADE.
4. CONTRACTOR SHALL KEEP ALL TRAFFIC OFF OF THE SUBGRADE DURING CONSTRUCTION TO THE MAXIMUM EXTENT PRACTICABLE. CONTRACTOR SHALL REGRADE AND RECONTRACT SUBGRADE DISTURBED BY RETENTION LAYER DELIVERY VEHICLES OR OTHER CONSTRUCTION TRAFFIC, AS REQUIRED.
5. CONTRACTOR SHALL CONSTRUCT SUBGRADE TO ENSURE THAT THE REQUIRED PAVEMENT THICKNESS IS OBTAINED IN ALL LOCATIONS.
6. CONTRACTOR SHALL SCARIFY SUBGRADE TO A MINIMUM DEPTH OF TWELVE (12) INCHES PRIOR TO PLACING THE NON-WOVEN GEOTEXTILE MATERIAL.

RETENTION LAYER NOTES

- 1. WHERE SPECIFIED, CONTRACTOR SHALL PREPARE RETENTION LAYER IN ACCORDANCE WITH CONTRACT DOCUMENTS.
2. THE NON-WOVEN GEOTEXTILE AND RETENTION LAYER AGGREGATE SHALL BE PLACED IMMEDIATELY AFTER APPROVAL OF SUBGRADE PREPARED. ANY ACCUMULATION OF DEBRIS OR SEDIMENT WHICH HAS TAKEN PLACE AFTER SURFACE OF SUBGRADE SHALL BE REMOVED PRIOR TO INSTALLATION OF GEOTEXTILE AT NO EXTRA COST TO THE OWNER.
3. PLACE GEOTEXTILE IN ACCORDANCE WITH MANUFACTURER'S STANDARDS AND RECOMMENDATIONS. ADJACENT STRIPS OF GEOTEXTILE SHALL OVERLAP A MINIMUM OF SIXTEEN INCHES (16"). SECURE GEOTEXTILE AT LEAST FOUR FEET (4') OUTSIDE OF BED AND TAKE ANY STEPS NECESSARY TO PREVENT ANY RUNOFF OR SEDIMENT FROM ENTERING THE RETENTION LAYER.
4. INSTALL COARSE AGGREGATE IN 8-INCH MAXIMUM LIFTS. AGGREGATE SHALL MEET THE REQUIREMENTS SPECIFIED IN THE CONTRACT DOCUMENTS. LIGHTLY COMPACT EACH LAYER WITH EQUIPMENT, KEEPING EQUIPMENT MOVEMENT OVER RETENTION LAYER AND SUBGRADE TO A MINIMUM. INSTALL AGGREGATE TO GRADES INDICATED IN THE CONTRACT DOCUMENTS.
5. CONSTRUCT RETENTION LAYER TO ENSURE THAT THE REQUIRED PAVEMENT THICKNESS IS OBTAINED IN ALL LOCATIONS.
6. FOLLOWING PLACEMENT OF RETENTION LAYER AGGREGATE, THE GEOTEXTILE SHALL BE FOLDED BACK ALONG ALL BED EDGES TO PROTECT FROM SEDIMENT WASHOUT ALONG RETENTION LAYER EDGES. AT LEAST A FOUR (4) FOOT EDGE STRIP SHALL BE USED TO PROTECT BEDS FROM ADJACENT BARE SOIL. THIS EDGE STRIP SHALL REMAIN IN PLACE UNTIL ALL BARE SOILS CONTIGUOUS TO BEDS ARE STABILIZED AND VEGETATED. IN ADDITION, TAKE ANY OTHER NECESSARY STEPS TO PREVENT SEDIMENT FROM WASHING OR TRACKING INTO BEDS DURING SITE DEVELOPMENT. WHEN THE SITE IS FULLY STABILIZED, TEMPORARY SEDIMENT CONTROL DEVICES SHALL BE REMOVED.

MAINTENANCE

- ALL MEASURES STATED ON THE EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FOR STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES MAY BE CHECKED BY A QUALIFIED PERSON ON A SCHEDULE THAT MEETS OR EXCEEDS THE GOVERNING REQUIREMENTS, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:
1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING OR DETERIORATION.
2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED. AREAS SHOULD BE IDENTIFIED, WATERED AND RESEEDED AS NEEDED.
3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
5. THE TEMPORARY PARKING AND STORAGE AREA SHALL BE KEPT IN GOOD CONDITION (SUITABLE FOR PARKING AND STORAGE). THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE TEMPORARY PARKING AS CONDITIONS DEMAND.
6. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 55 CUBIC YARDS/ACRE.
7. ALL MAINTENANCE OPERATIONS SHALL BE DONE IN A TIMELY MANNER.

WATER AND SEWER UTILITY NOTES

- 1. THE CONTRACTOR SHALL CONSTRUCT GRABY SEWER LATERALS, CLEANOUTS, GRAVITY SEWER LINES, AND DOMESTIC WATER AND FIRE PROTECTION SYSTEM AS SHOWN ON THESE PLANS. THE CONTRACTOR SHALL FURNISH ALL NECESSARY MATERIALS, EQUIPMENT, MACHINERY, TOOLS, MEANS OF TRANSPORTATION AND LABOR NECESSARY TO COMPLETE THE WORK IN FULL AND COMPLETE ACCORDANCE WITH THE SHOWN, DESCRIBED AND REASONABLY INTENDED REQUIREMENTS OF THE CONTRACT DOCUMENTS AND JURISDICTIONAL AGENCY REQUIREMENTS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
2. ALL EXISTING UNDERGROUND UTILITY LOCATIONS SHOWN ARE APPROXIMATE. THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS FOR UTILITY LOCATION AND COORDINATION IN ACCORDANCE WITH THE NOTES CONTAINED IN THE GENERAL CONSTRUCTION SECTION OF THIS SHEET. THE CONTRACTOR SHALL ALSO SCOPE THE SEWER LINES ON SITE AND RECORD A DVD.
3. THE CONTRACTOR SHALL RESTORE ALL DISTURBED VEGETATION IN KIND, UNLESS SHOWN OTHERWISE.
4. DEFLECTION OF PIPE JOINTS AND CURVATURE OF PIPE SHALL NOT EXCEED THE MANUFACTURER'S SPECIFICATIONS. SECURELY CLOSE ALL OPEN ENDS OF PIPE AND FITTINGS WITH A WATERIGHT PLUG WHEN WORK IS NOT IN PROGRESS. THE INTERIOR OF ALL PIPES SHALL BE CLEAN AND JOINT SURFACES WIPED CLEAN AND DRY AFTER THE PIPE HAS BEEN LOWERED INTO THE TRENCH. VALVES SHALL BE PLUMB AND LOCATED ACCORDING TO THE PLANS.
5. ALL PHASES OF INSTALLATION, INCLUDING UNLOADING, TRENCHING, LAYING AND BACK FILLING, SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER. ALL PIPE AND FITTINGS SHALL BE CAREFULLY STORED FOLLOWING MANUFACTURER'S RECOMMENDATIONS. CARE SHALL BE TAKEN TO AVOID DAMAGE TO THE COATINGS OR LINING IN ANY D.I. PIPE FITTINGS. ANY PIPE OR FITTINGS WHICH ARE DAMAGED OR WHICH HAS FLAWS OR IMPERFECTIONS WHICH, IN THE OPINION OF THE ENGINEER OR OWNER, RENDERS IT UNFIT FOR USE, SHALL NOT BE USED. ANY PIPE NOT SATISFACTORY FOR USE SHALL BE CLEARLY MARKED AND IMMEDIATELY REMOVED FROM THE JOB SITE, AND SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
6. WATER FOR FIRE FIGHTING SHALL BE AVAILABLE FOR USE PRIOR TO COMBUSTIBLES BEING BROUGHT ON SITE.
7. ALL UTILITY AND STORM DRAIN TRENCHES LOCATED UNDER AREAS TO RECEIVE PAVING SHALL BE COMPLETELY BACK FILLED IN ACCORDANCE WITH THE GOVERNING JURISDICTIONAL AGENCY'S SPECIFICATIONS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
8. CONTRACTOR SHALL PERFORM, AT HIS OWN EXPENSE, ANY AND ALL TESTS REQUIRED BY THE SPECIFICATIONS AND/OR ANY AGENCY HAVING JURISDICTION. THESE TESTS MAY INCLUDE, BUT MAY NOT BE LIMITED TO, INFILTRATION AND EXFILTRATION, TELEVISION INSPECTION AND A MANDREL TEST ON GRAVITY SEWER. A COPY OF THE TEST RESULTS SHALL BE PROVIDED TO THE UTILITY PROVIDER, OWNER AND JURISDICTIONAL AGENCY AS REQUIRED.

RECORD DRAWINGS

- 1. WHERE LOCAL JURISDICTIONS REQUIRE RECORD DRAWINGS, THE CONTRACTOR SHALL PROVIDE TO THE ENGINEER AND OWNER COPIES OF A PAVING, GRADING AND DRAINAGE RECORD DRAWING AND A SEPARATE UTILITY RECORD DRAWING, BOTH PREPARED BY A CONNECTICUT REGISTERED SURVEYOR. THE RECORD DRAWINGS SHALL VERIFY ALL DESIGN INFORMATION INCLUDED ON THE DESIGN PLANS OF THE SAME NAME.

PROJECT CLOSEOUT

- 1. CONTRACTOR SHALL PROVIDE THE NECESSARY ITEMS INCLUDING ANY TESTING, REPORTS, OR CERTIFICATION DOCUMENTS REQUIRED BY THE GOVERNING JURISDICTIONS TO PROPERLY CLOSEOUT THE PROJECT BEFORE IT CAN BE DEEMED COMPLETE.

DOCUMENT USE

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2. CONTRACTOR SHALL NOT RELY SOLELY ON ELECTRONIC VERSIONS OF PLANS, SPECIFICATIONS, AND DATA FILES THAT ARE OBTAINED FROM THE DESIGNERS, BUT SHALL VERIFY LOCATION OF PROJECT FEATURES IN ACCORDANCE WITH THE PAPER COPIES OF THE PLANS AND SPECIFICATIONS THAT ARE SUPPLIED AS PART OF THE CONTRACT DOCUMENTS.
3. SYMBOLS AND LEGENDS OF PROJECT FEATURES ARE GRAPHIC REPRESENTATIONS AND ARE NOT NECESSARILY SCALED TO THEIR ACTUAL DIMENSIONS OR LOCATIONS ON THE DRAWINGS. THE CONTRACTOR SHALL REFER TO THE DETAIL SHEET DIMENSIONS, NYSDOT STANDARD SHEETS, MANUFACTURER'S LITERATURE, SHOP DRAWINGS AND FIELD MEASUREMENTS OF SUPPLIED PRODUCTS FOR A KNOWLEDGE OF THE PROJECT FEATURES.

Table with columns: NO., DATE, REVISIONS.

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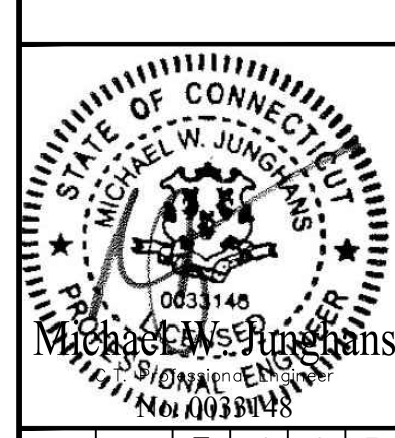
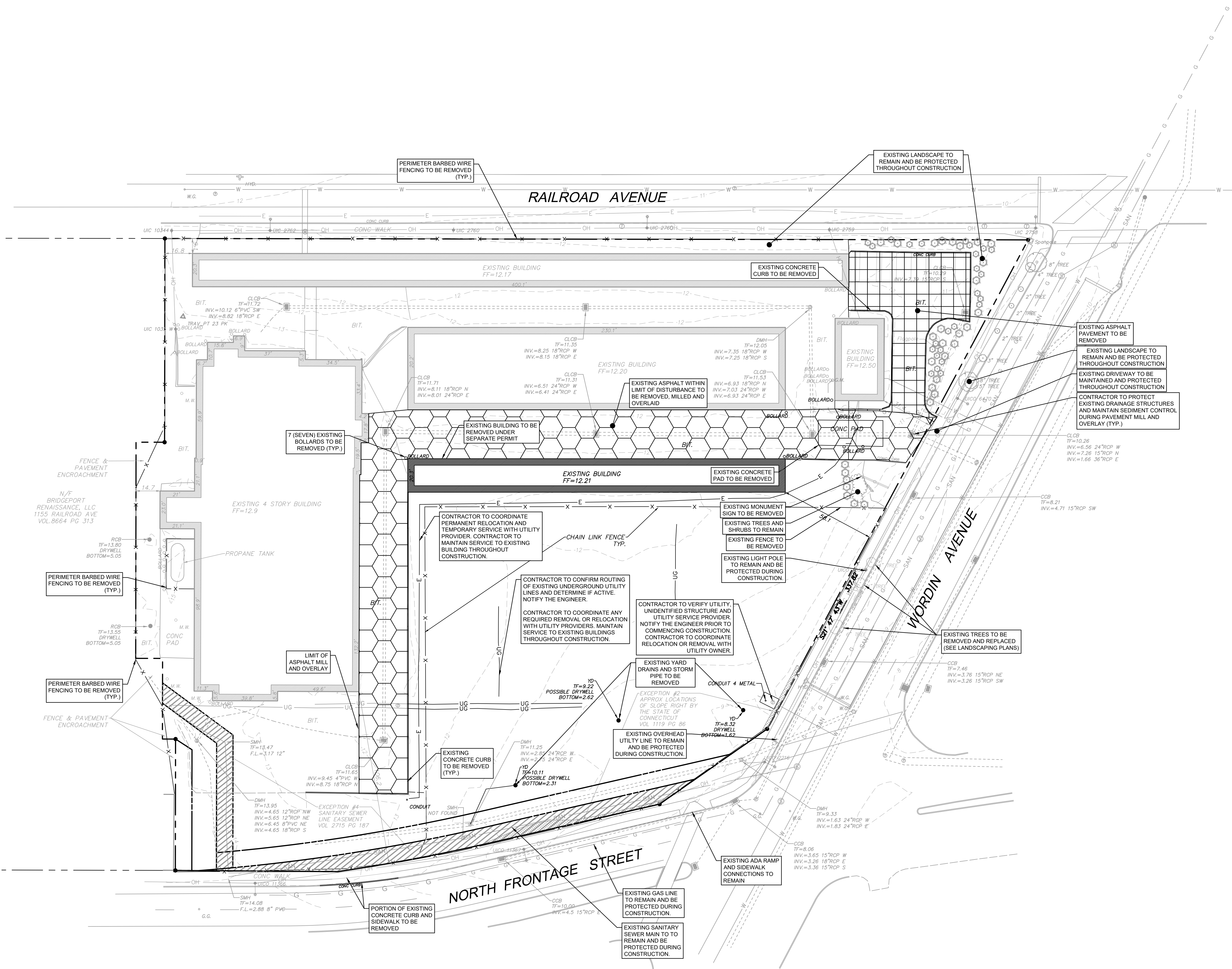


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LEGEND

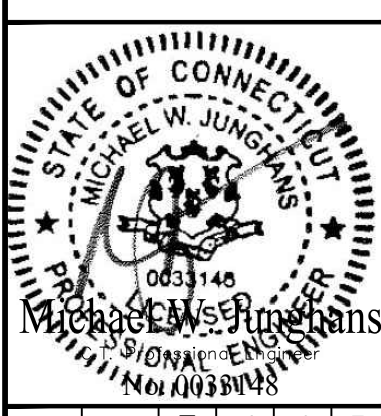
- PROPERTY LINE
- REMOVAL EXISTING UTILITIES, FENCING, CURB & GUTTER, & WALLS
- REMOVAL OF EXISTING OBJECT
- ▭ REMOVAL OF EXISTING STRUCTURE
- ▨ EXISTING ASPHALT MILL AND OVERLAY
- ▩ REMOVAL OF EXISTING PAVEMENT

- EXISTING CONDITIONS NOTES**
- PROPERTY LINES AND EXISTING CONDITIONS SHOWN ARE BASED ON A SURVEY MAP ENTITLED "ALTA / NSPS LAND TITLE SURVEY", PREPARED BY BENESCH, DATED FEBRUARY 26, 2020.
 - ALL UTILITY INFORMATION SHOWN ON THE PLAN IS NOT WARRANTED TO BE EXACT. NOR IS IT WARRANTED THAT ALL UNDERGROUND UTILITIES OR OTHER STRUCTURES WILL BE SHOWN ON THE SURVEY. EXACT LOCATIONS TO BE VERIFIED BY CONTRACTOR BEFORE BEGINNING CONSTRUCTION.
 - ELEVATIONS SHOWN ARE REFERENCED TO NAVD88 DATUM - AS SHOWN ON THE ABOVE MENTIONED SURVEY.

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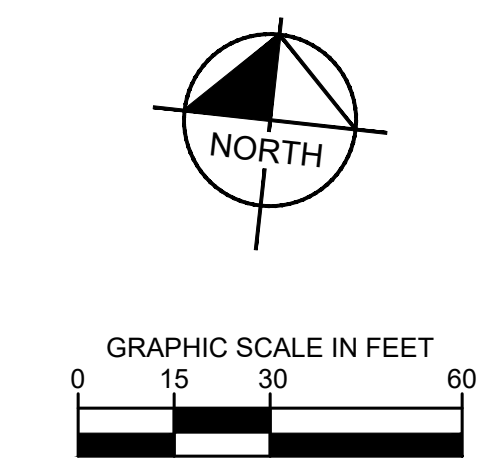


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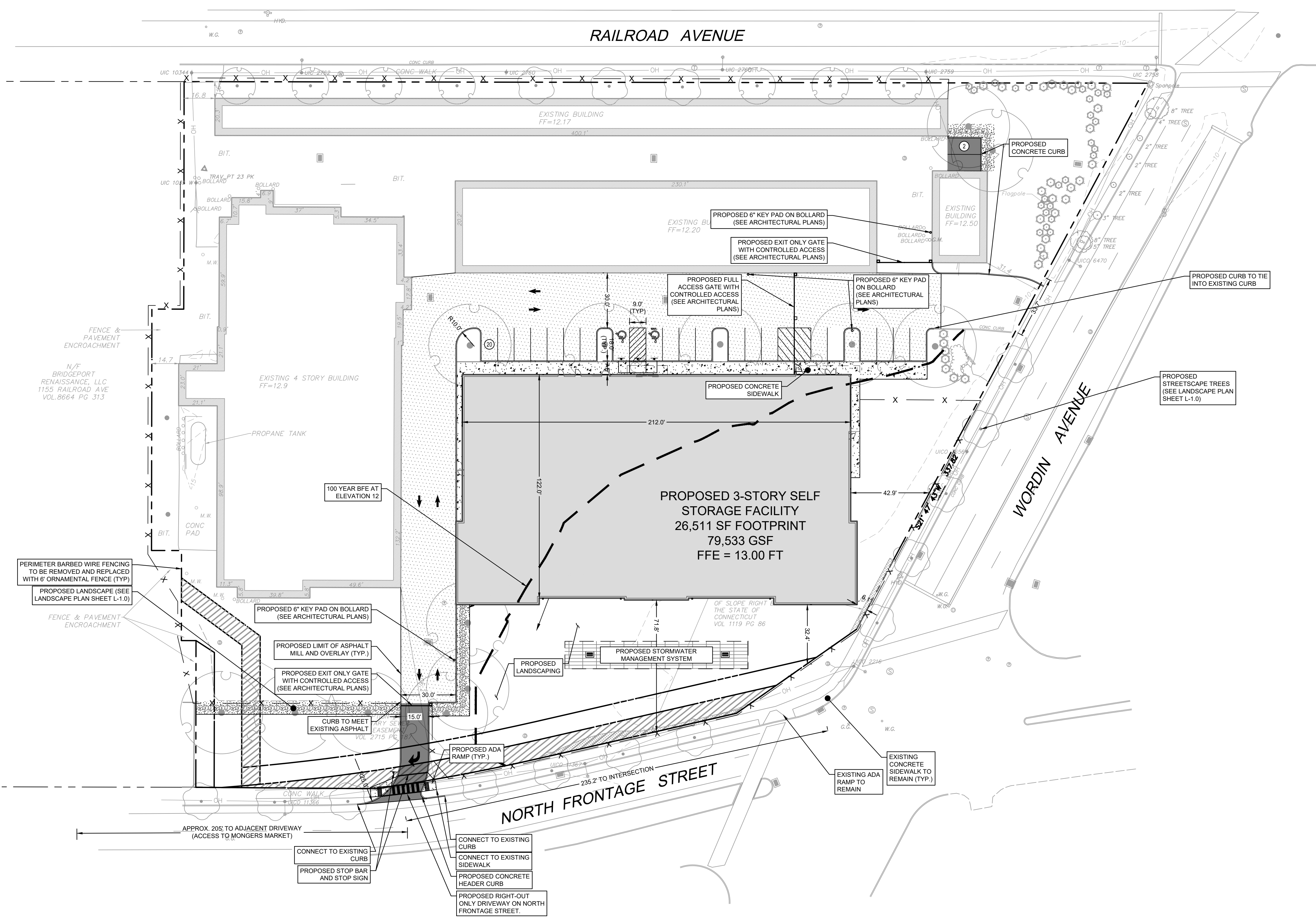
EXISTING CONDITIONS AND DEMOLITION PLAN

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LEGEND	
[Solid Grey Box]	BUILDING
[Dotted Pattern Box]	ASPHALT MILL AND OVERLAY
[Horizontal Line Pattern Box]	STANDARD DUTY FLEXIBLE BITUMINOUS PAVEMENT
[Stippled Pattern Box]	CONCRETE
[Line with 'X' Pattern]	6" ORNAMENTAL FENCE
[Solid Line]	CONCRETE CURB
[Dashed Line]	CONCRETE DEPRESSED CURB

ZONE DEVELOPMENT STANDARDS TABLE			
ZONING DISTRICT	CX - HEAVY COMMERCIAL		
EXISTING USE	WAREHOUSING		
PROPOSED USE	SELF-SERVICE STORAGE, INDOOR (SP)		
	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA	N/A	3.65 AC	3.65 AC
MIN. LOT WIDTH	N/A	N/A	N/A
PRIMARY STREET SETBACK (WORDIN AVENUE)	MAX: 30 FT MIN: 15 FT	31.4 FT	6.1 FT (V)
SECONDARY STREET SETBACK (N. FRONTAGE STREET)	MAX: 25 FT MIN: 0 FT	102.4 FT	32.4 FT
SIDE SETBACK	3 FT	14.7 FT	14.7 FT
REAR SETBACK	20 FT	N/A	N/A
SITE COVERAGE MAX	85%	60.3%	78.3%
MAX. HEIGHT PRINCIPAL BUILDING	3 STORIES 12 FT / STORY	35'	3 STORIES < 12 FT / STORY
MAX. HEIGHT FENCE	6 FT	8 FT	6 FT

(SP) SPECIAL PERMIT REQUIRED
(V) VARIANCE REQUIRED

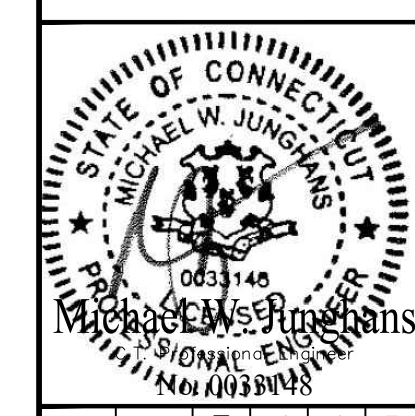
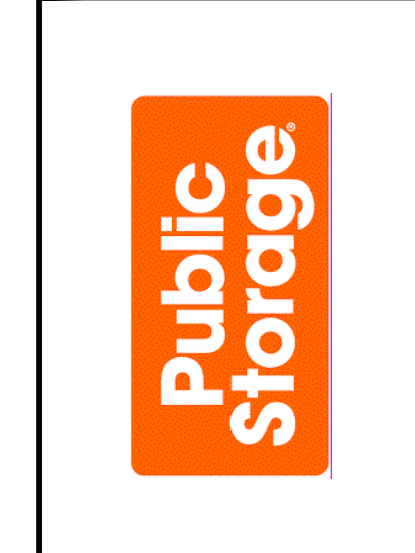
PARKING SUMMARY			
	REQUIRED	EXISTING	PROPOSED
MINIMUM PARKING DIMENSION	9 FT X 18 FT	9 FT X 18 FT	9 FT X 18 FT
MINIMUM PARKING SPACES	N/A	7 SPACES	22 SPACES

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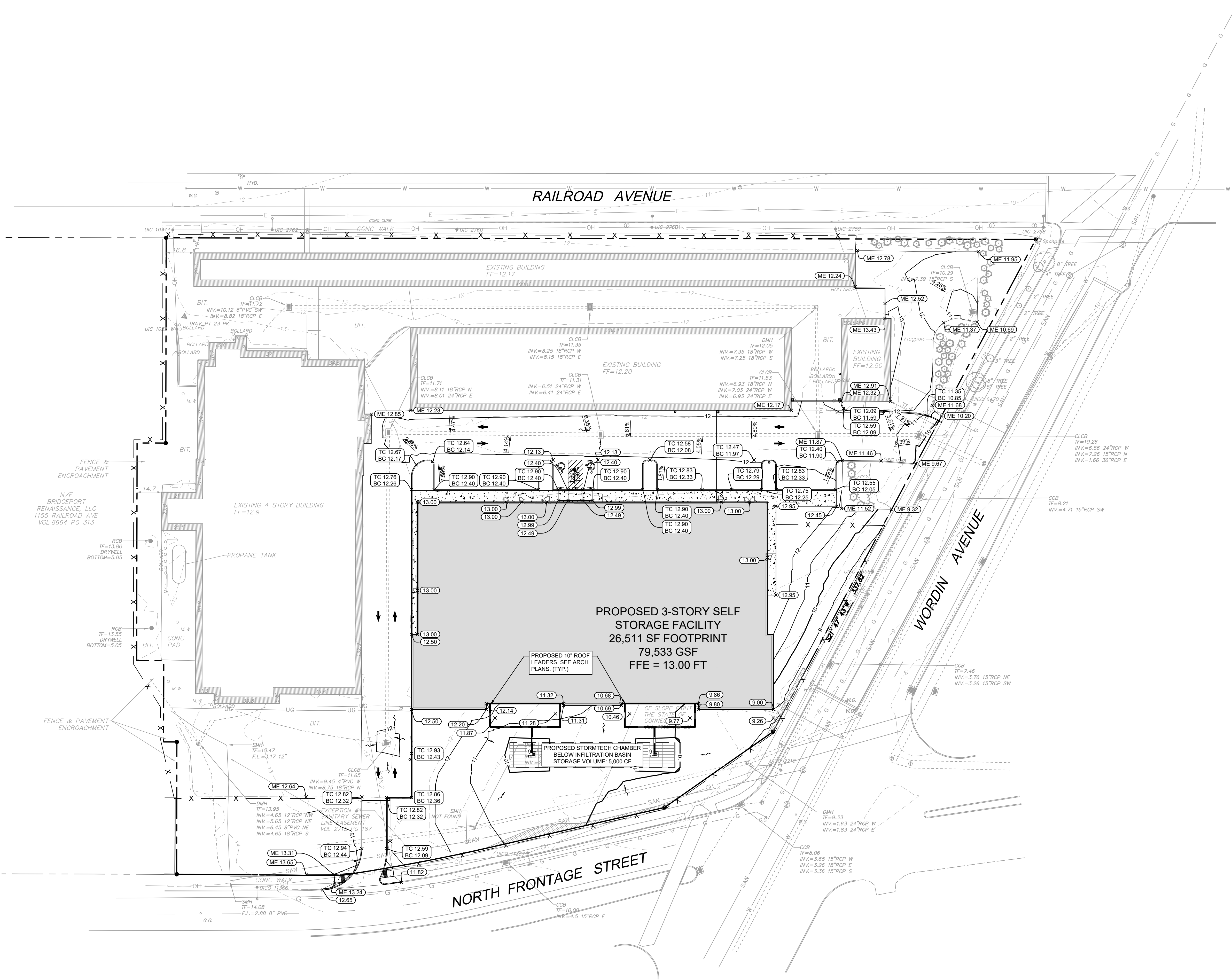
SITE PLAN

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LEGEND

- LOT LINE
- EXISTING CONTOUR
- PROPOSED CONTOUR
- PROPOSED SLOPE
- PROPOSED ELEVATION
- PROPOSED STORM DRAINAGE STRUCTURES
- PROPOSED STORM DRAINAGE PIPE

PRELIM. DRAINAGE CALCS

PROPOSED ADDITIONAL IMPERVIOUS AREA:	30,000 SF
INFILTRATION VOLUME REQUIRED:	
1 IN. X 30,000 SF =	2,500 SF
INFILTRATION VOLUME PROVIDED:	5,000 SF

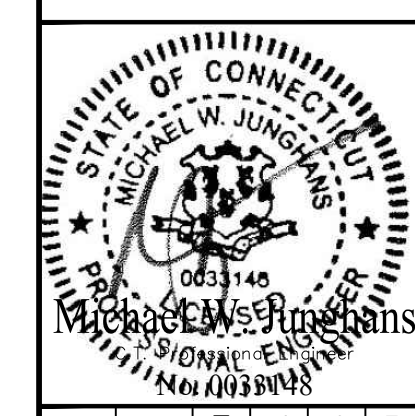
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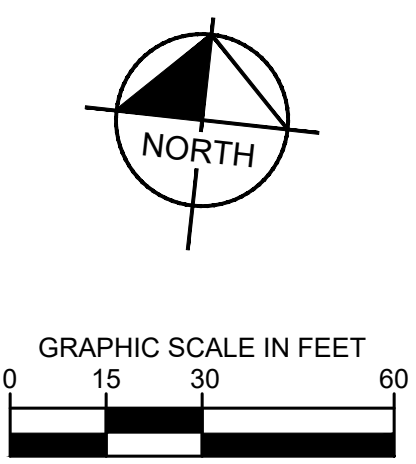
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GRADING AND DRAINAGE PLAN

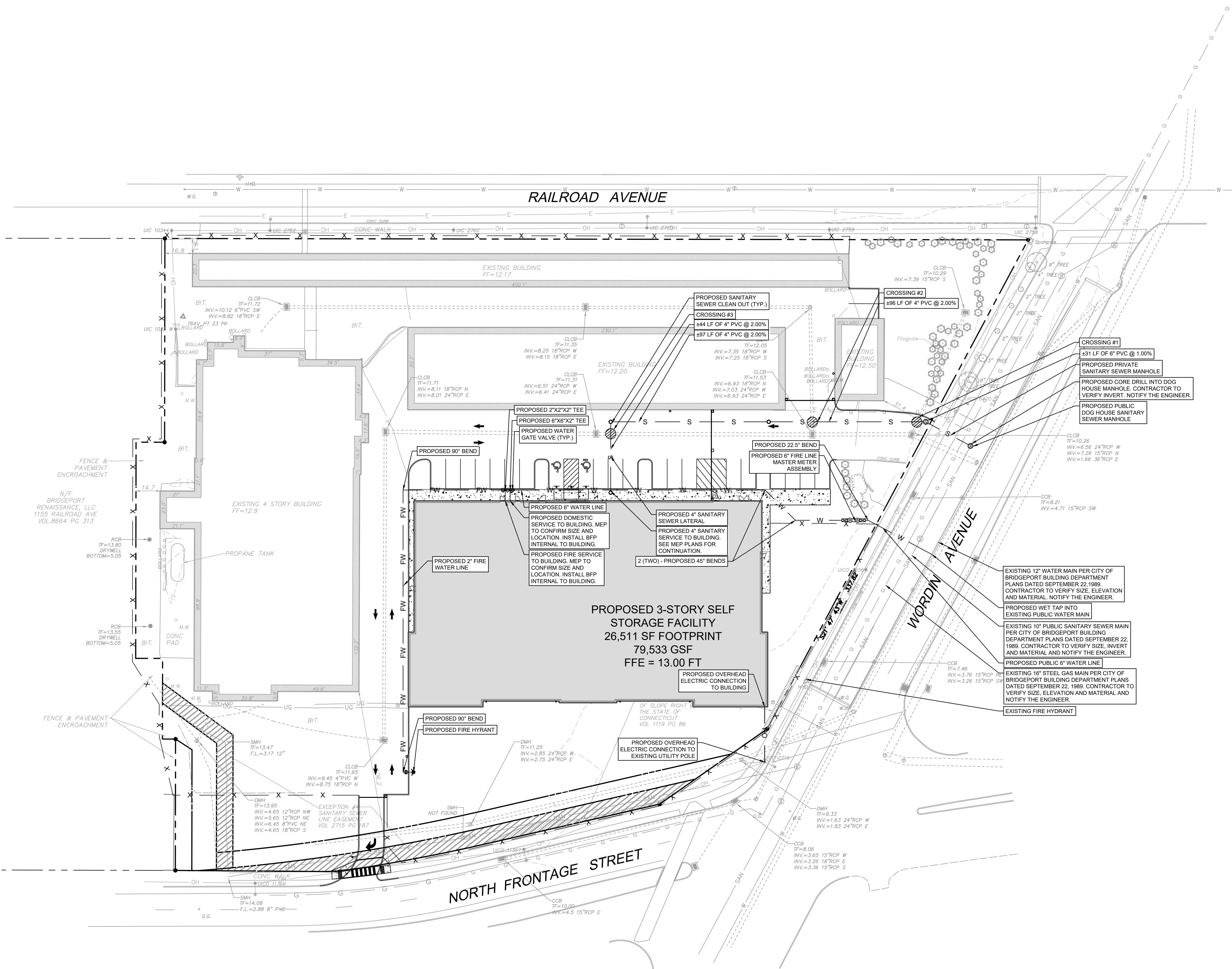
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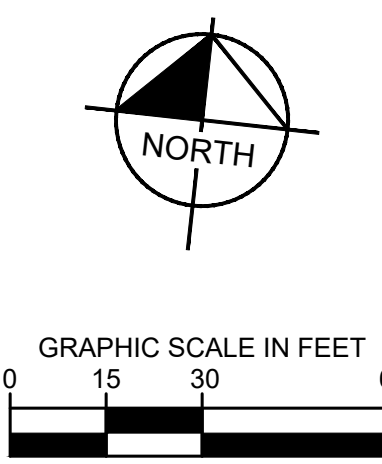
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LEGEND	
---	LOT LINE
---	PROPOSED SANITARY LINE
---	PROPOSED WATER LINE
---	PROPOSED ELECTRIC LINE
○	PROPOSED MANHOLE
○	PROPOSED SEWER CLEANOUT
○	PROPOSED WATER VALVE, BENDS, AND FIRE HYDRANT

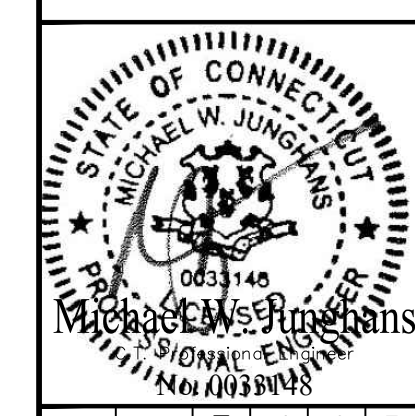


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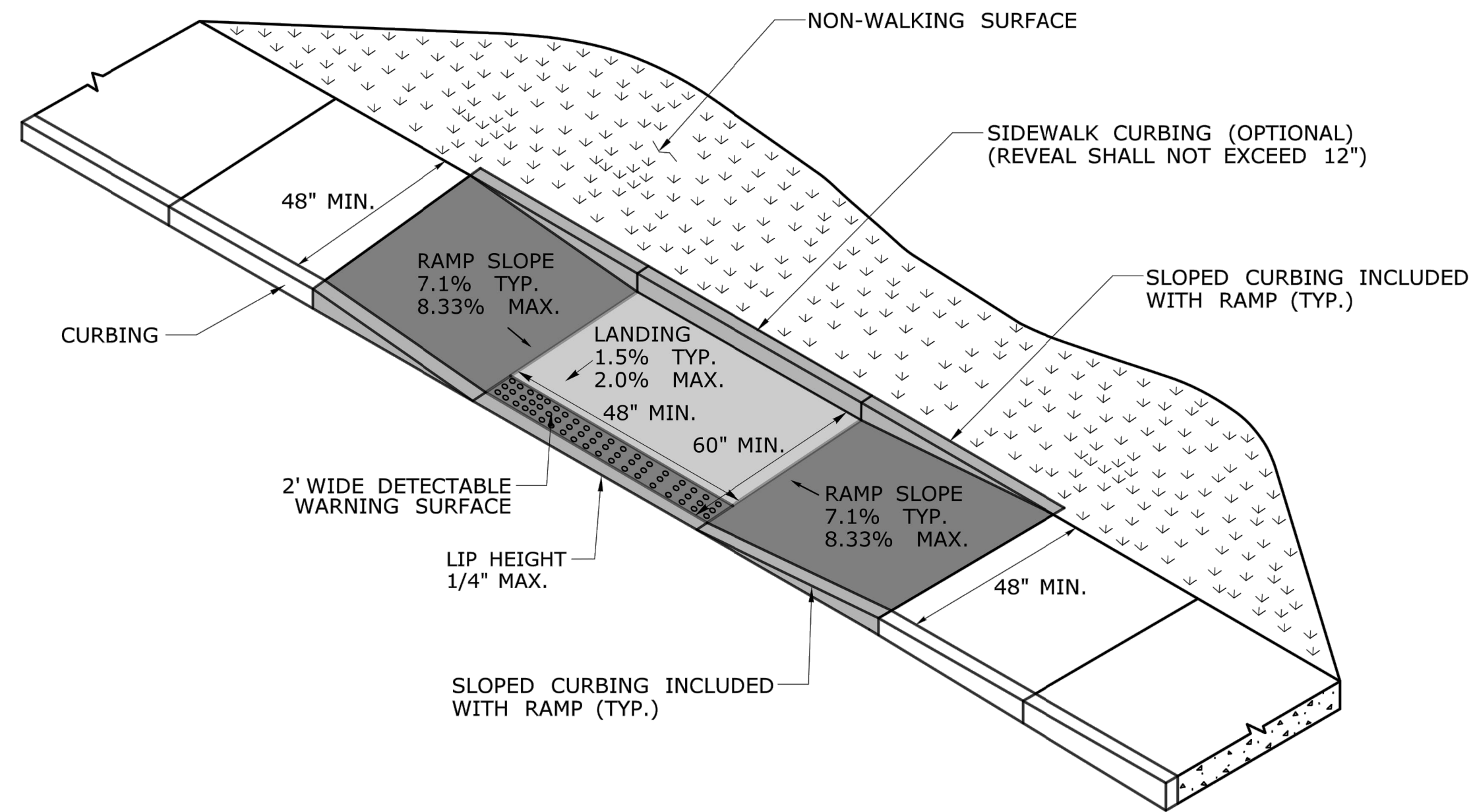
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UTILITY PLAN

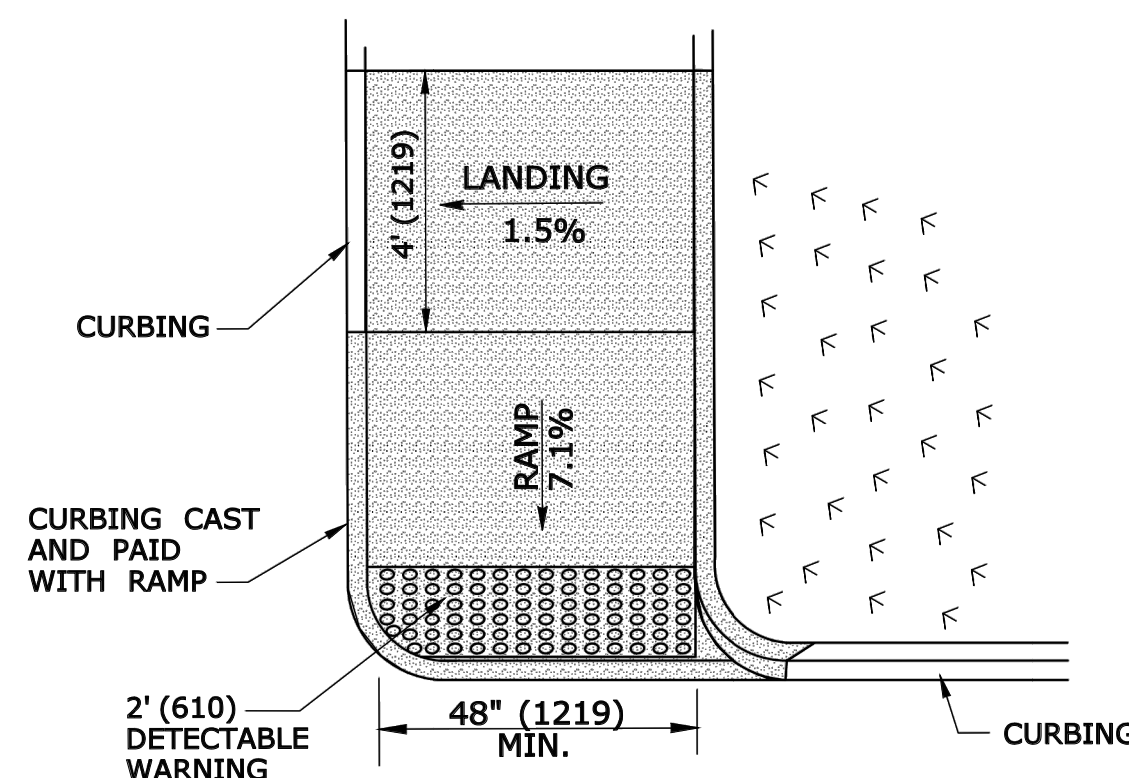
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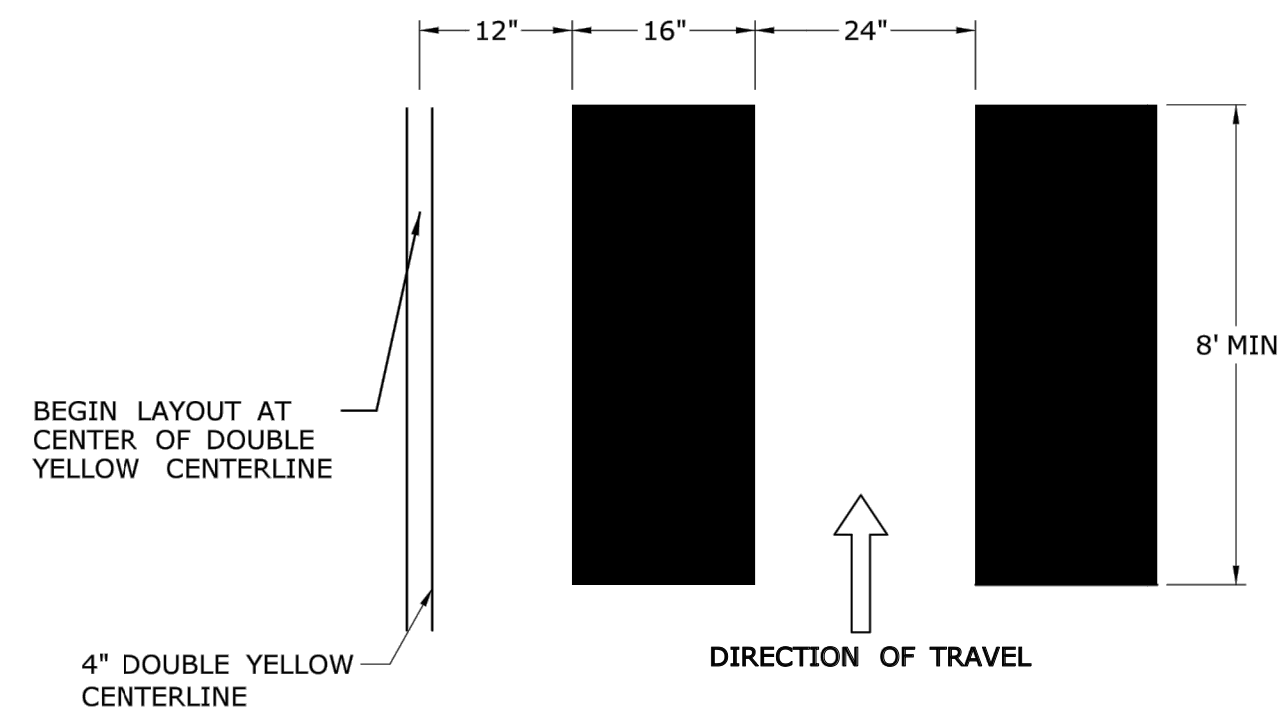
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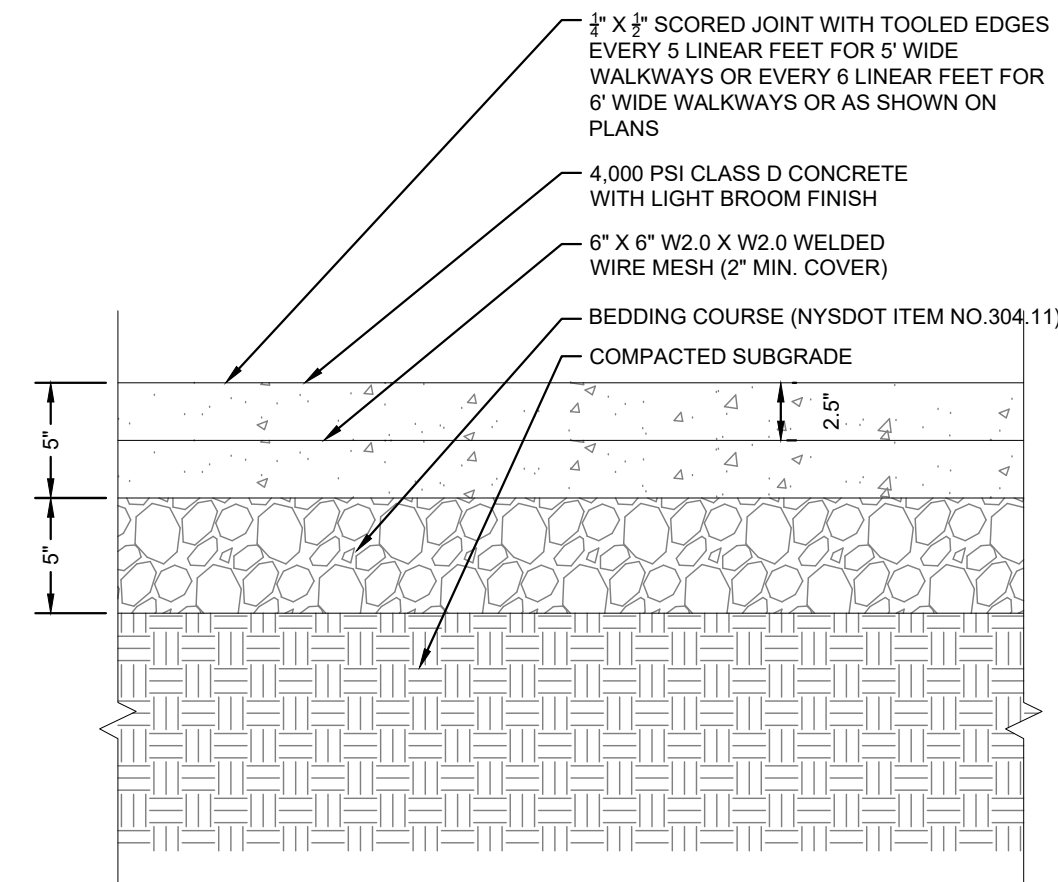
PARALLEL RAMP WITHOUT NON-WALKING SURFACE (TYPE 9)



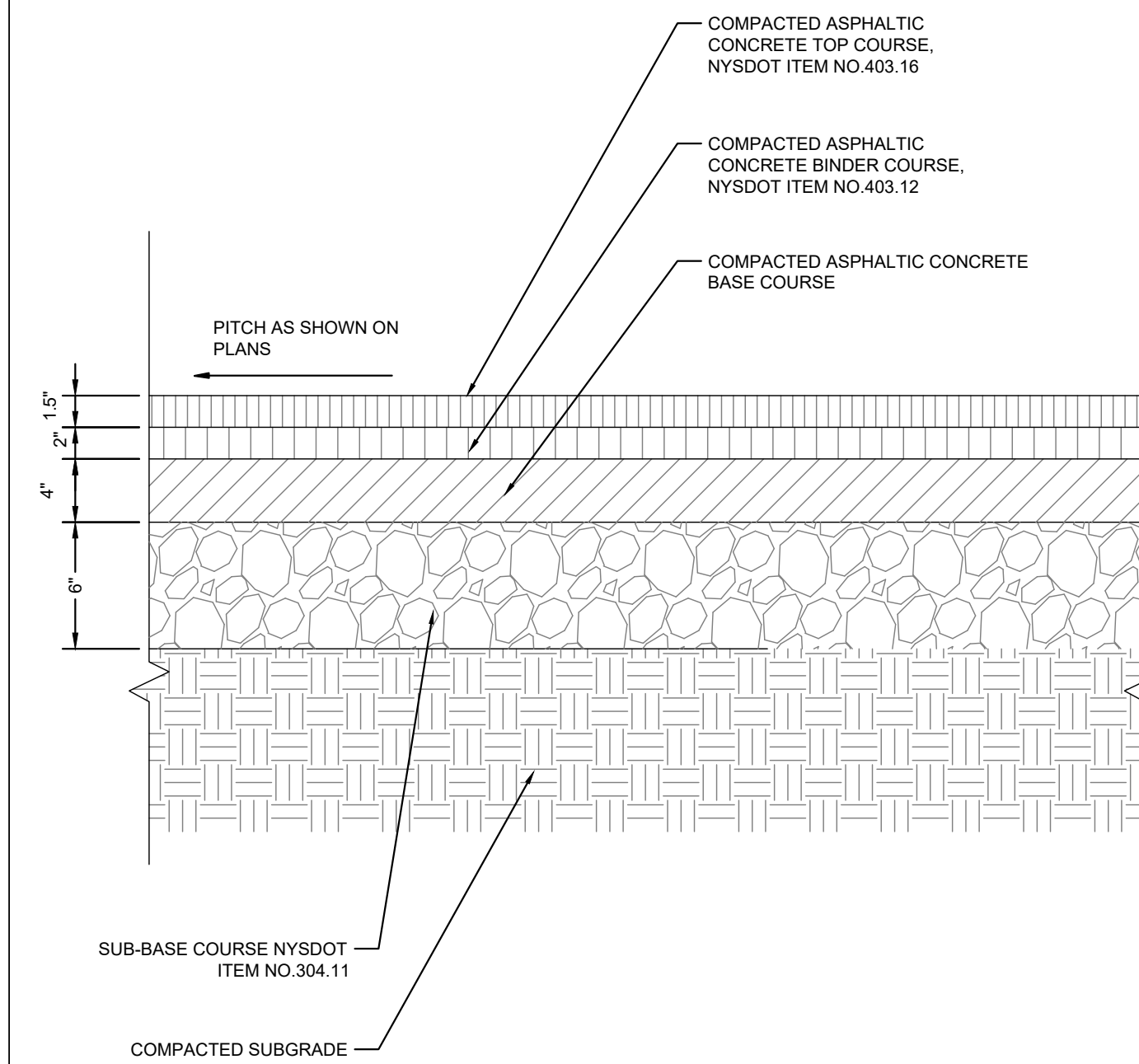
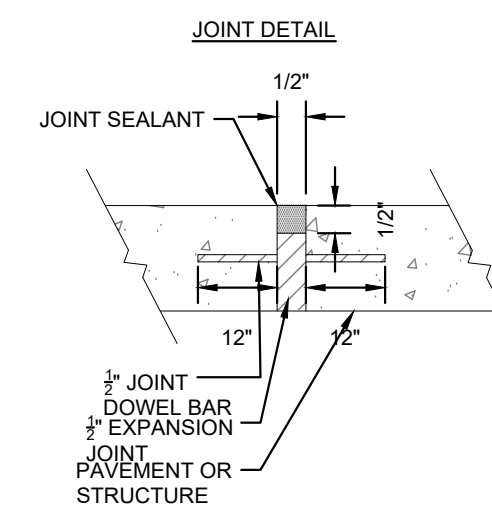
SINGLE DIRECTION PERPENDICULAR SIDEWALK RAMP NO / UTILITY GRASS STRIP (TYPE 4a)



CROSSWALK DETAIL (WHITE)

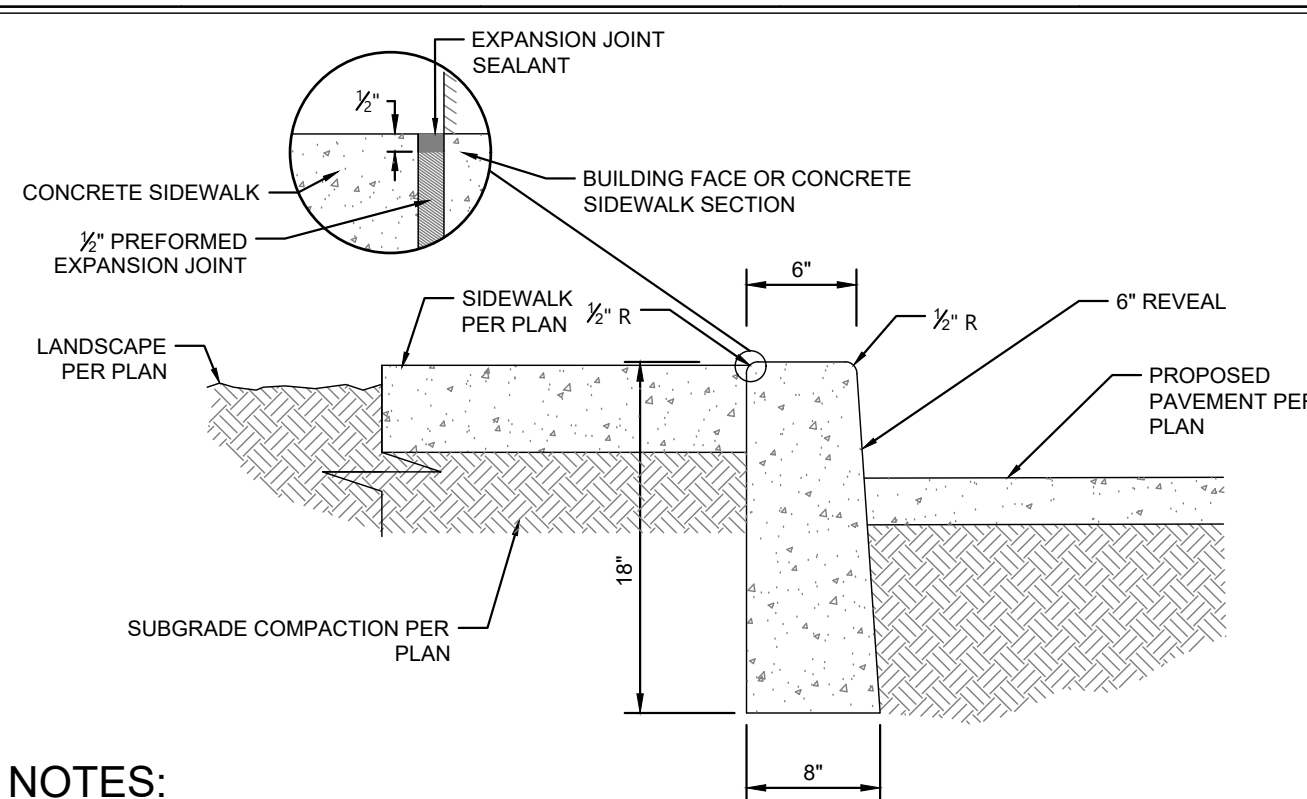


- NOTE:**
- EXPANSION JOINTS WITH JOINT SEALANT TO BE SPACED AT 20' O.C. FOR 5' WIDE WALKWAYS AND 24' O.C. FOR 6' WIDE WALKWAYS. PROVIDE 1/2" EXPANSION JOINT WITH SEALANT BETWEEN CONCRETE WALKWAYS AND CONCRETE CURBS, BUILDINGS, WALLS, LIGHT POLE BASES, AND OTHER STRUCTURES.
 - CONCRETE WORK IN THE THE R.O.W. TO BE CURED AND PROTECTED WITH A NYSOT APPROVED CURING AND ANTI-SPLALLING COMPOUND.
 - TEST CYLINDERS ARE TO BE TAKEN FROM EACH TRUCKLOAD OF CONCRETE AND TESTED AT 28 DAYS.



ASPHALT PAVEMENT

N.T.S. SOURCE: KIMLEY-HORN

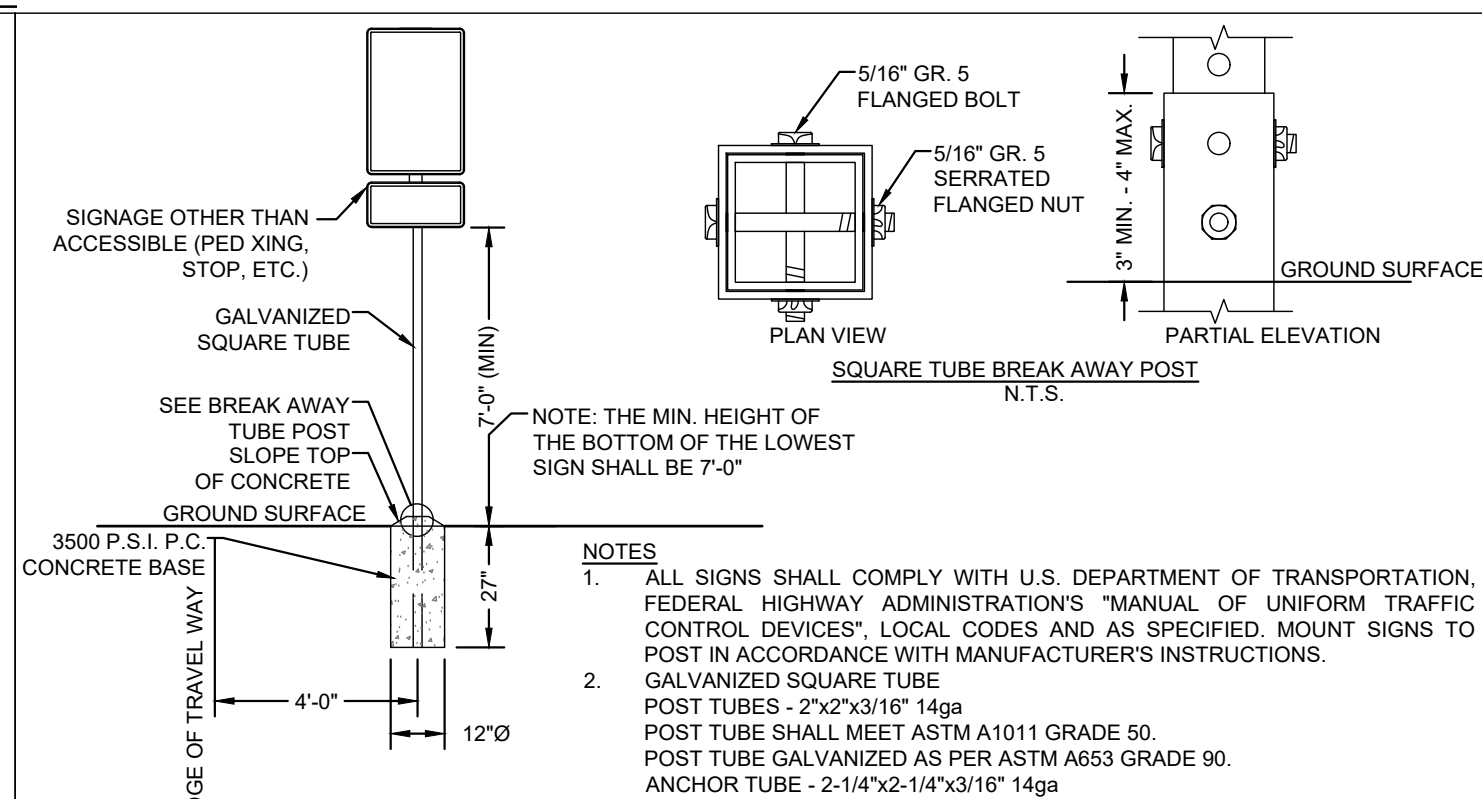


NOTES:

- CONCRETE SHALL BE 4500 PSI.
- CONSTRUCTION JOINTS SHALL BE SPACED AT 10' O.C.
- EXPANSION JOINTS CONSISTING OF 1" DEEP SCORES SHALL BE PLACED AT 20' O.C.

CONCRETE CURB (CAST IN PLACE)

N.T.S. SOURCE: KIMLEY-HORN



SIGN MOUNTING AND BASE

N.T.S. SOURCE: KHA

CONCRETE PAVEMENT (SIDEWALK)

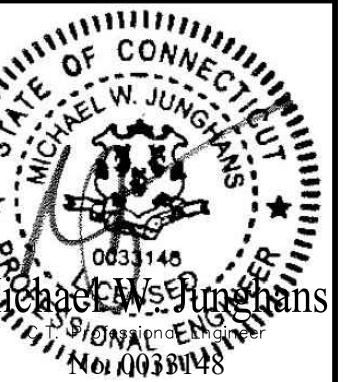
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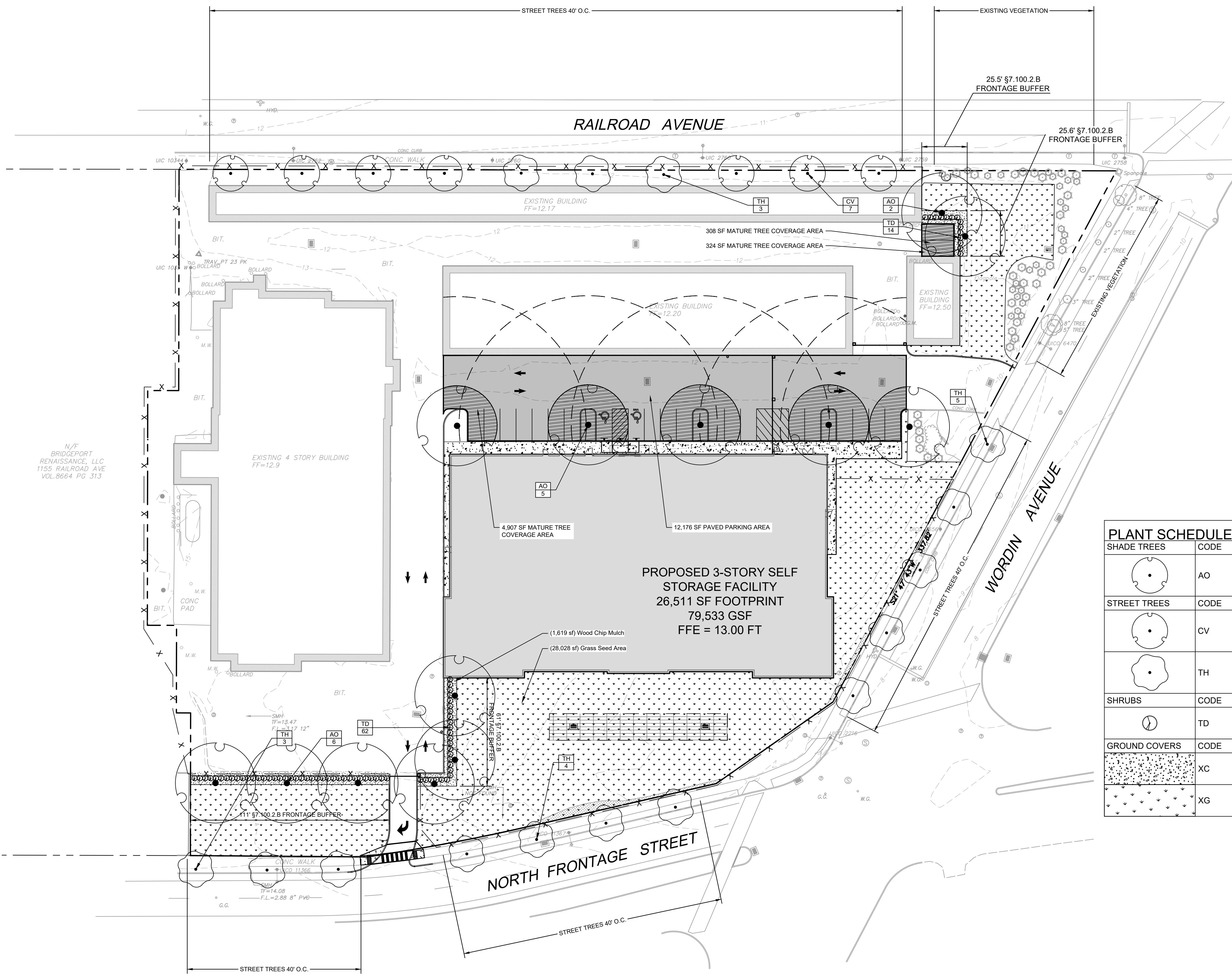
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CONSTRUCTION DETAILS

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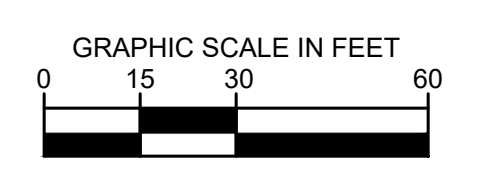
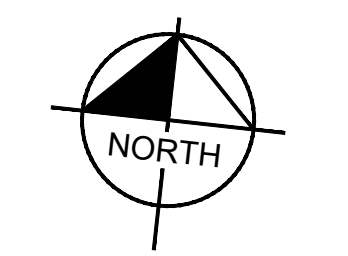


BULK LANDSCAPE REQUIREMENTS				
MUNICIPALITY:	Bridgeport CT			
ZONING DISTRICT:	CX - Heavy Industrial			
PROPOSED USE:	Self - Service Storage, Indoor (SP)			
CODE	REQUIRED	PROPOSED	COMPLIANT	NOTES
\$7.20 TABLE 7-1 PLANT MATERIAL SIZE	STREET TREE - 2 1/2" CAL. SHADE TREE - 1 1/2" CAL. EVERGREEN SHRUB - 5 GAL. CONT.	SEE PLANTING SCHEDULE	YES	
\$7.80.3 STREET TREES	STREET TREES 40 FT. O.C. IN BETWEEN BACK OF CURB AND SIDEWALK ALONG ALL STREETS	STREET TREES PER PLAN SEE PLANTING SCHEDULE	YES	STREET TREE VARIETIES SELECTED FOR PLANTING UNDER OVERHEAD WIRES
\$7.100.2.B PARKING FRONTAGE BUFFERING	7 FT WIDE PLANTING STRIP ALONG PARKING AREAS FRONTING STREET SHADE TREES 40 FT O.C. SHRUB HEDGE 30" O.C. 3' HEIGHT FENCE OFFSET FROM CURB 2'	SEE PARKING FRONTAGE BUFFER PLANTINGS PER PLAN	YES	
\$7.120.2 INTERIOR PARKING LOT LANDSCAPING	1 LANDSCAPE ISLAND EVERY 9 SPACES 1 SHADE TREE PER ISLAND EACH PARKING SPACE MUST BE WITHIN 50 FT OF LANDSCAPE ISLAND TREE CANOPIES MUST COVER 30% OF PARKING LOT AREA AT MATURITY	SEE PARKING LOT LANDSCAPING PER PLAN	NO	SEE NOTE BELOW

Tree Canopy Coverage Calculations				\$7.120.2
Total Parking Area	Required Coverage	Tree Canopy Area Provided	Tree Canopy Coverage	
12,500 SF	30%	4,915 SF	39.32%	

See Tree Canopy Key Map

PLANT SCHEDULE WORK AREA					
SHADE TREES	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
	AO	13	Acer rubrum 'October Glory' / October Glory Red Maple	1.5" Cal.	B&B
	CV	7	Crataegus viridis 'Winter King' / Winter King Hawthorn	2" Cal.	B&B
	TH	15	Tilia cordata 'Halka' TM / Summer Sprite Littleleaf Linden	2" Cal.	B&B
SHRUBS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	CONTAINER
	TD	76	Taxus x media 'Densiformis' / Dense Anglo-Japanese Yew	24" min.	5 gal.
GROUND COVERS	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	
	XC	1,619 sf	--- / Wood Chip Mulch	---	
	XG	28,028 sf	--- / Grass Seed Area	seed	



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LANDSCAPING PLAN

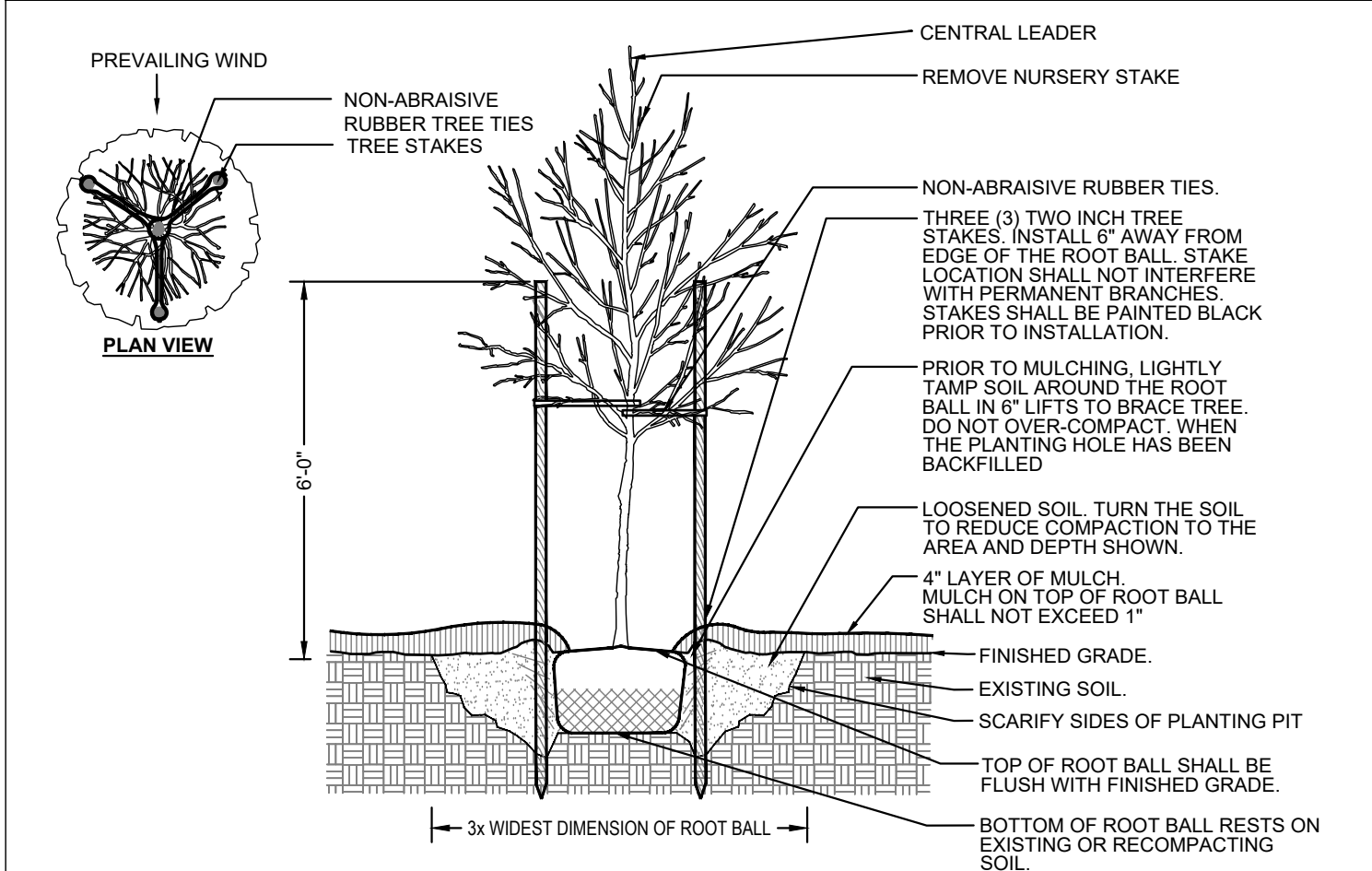
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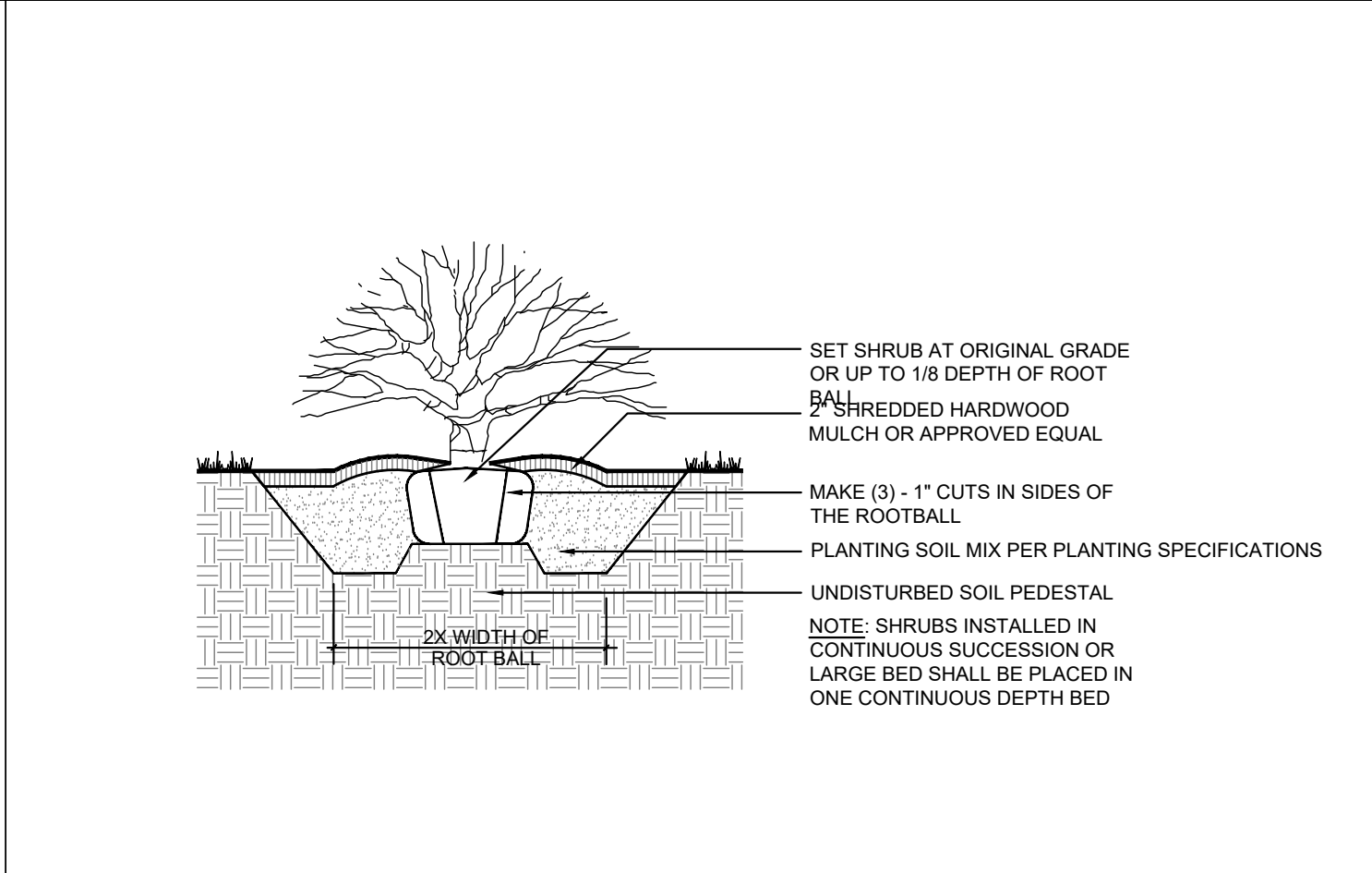
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LANDSCAPE NOTES:		SOIL MATERIAL NOTES:	
<p>1. THE LANDSCAPE SUBCONTRACTOR SHALL CERTIFY THAT THE TOPSOIL PROPOSED FOR PLANTING HAS NOT BEEN TREATED WITH PLANT GROWTH OR SEED GERMINATION INHIBITORS WITHIN THE PERIOD OF THE IMMEDIATE OR RESIDUAL EFFECTIVE LIFE OF THE INHIBITORS.</p> <p>2. TESTS AS REQUIRED TO PROVIDE THIS CERTIFICATION SHALL BE PAID FOR BY THE CONTRACTOR OR LANDSCAPE SUBCONTRACTOR.</p> <p>3. THE CERTIFICATION SHALL INCLUDE THE SOURCE OF THE TOPSOIL AND THAT THE MATERIAL DOES NOT CONTAIN RECYCLED MANMADE MATERIALS.</p> <p>4. TOPSOIL: TOPSOIL SHALL BE FERTILE, LOOSE, FRIABLE SOIL MEETING FOLLOWING CRITERIA:</p> <p>a. ANY IMPORTED TOPSOIL SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL REQUIREMENTS FOR QUALITY AND USE.</p> <p>b. GRADATION/TEXTURE AS DEFINED BY USDA TRIANGLE OF PHYSICAL CHARACTERISTICS AS MEASURED BY HYDROMETER: SAND: 15 TO 60 PERCENT SILT: 10 TO 60 PERCENT CLAY: 0 TO 20 PERCENT</p> <p>c. STRUCTURE: GRANULAR, CRUMB OR FINE SUBANGULAR BLOCKY</p> <p>d. SIZE: ONE HUNDRED PERCENT BY WEIGHT SHALL PASS A 1" OPENING AND A 97 TO 100 PERCENT SHALL PASS A 1/2" SIEVE. THERE SHALL NOT BE LESS THAN 20 PERCENT OR MORE THAN 65 PERCENT PASSING A NO. 200 MESH SIEVE AS DETERMINED BY A WASH TEST MADE IN ACCURACIES WITH THE STANDARD TEST ASTM D1140. ALL TOPSOIL SHALL BE OF GOOD RICH, UNIFORM GRADE, WITHOUT ADMIXTURE OF SUBSOIL MATERIAL.</p> <p>e. ACIDITY/ALKALINITY RANGE: -PH 5.8 TO 7.0</p> <p>f. SOLUBLE SALTS - LESS THAN 200 PPM</p> <p>g. SODIUM ABSORPTION RATIO (SAR) - LESS THAN 3.0</p> <p>h. ORGANIC MATTER: 1.5%-4% BY WEIGHT, 10%-20% BY VOLUME</p> <p>i. DRAINAGE- WELL DRAINED TO MODERATELY WELL DRAINED</p> <p>j. NUTRIENT CONTENT- NORMAL CONTENTS OF NITROGEN, PHOSPHORUS AND POTASSIUM; NO SEVERELY LIMITED NUTRIENTS OR MICRONUTRIENT; NO NUTRIENT OR MICRONUTRIENT IMBALANCE.</p> <p>k. CONTAMINANTS- CLEAN AND FREE FROM TOXIC MINERALS AND CHEMICALS, AND NOXIOUS WEEDS, AND OTHER OBJECTIONABLE MATERIALS. NO CONSTRUCTION DEBRIS OR MANMADE RECYCLED MATERIALS.</p> <p>5. TOPSOIL AMENDMENT (LAWN AND PLANTING AREAS): INCORPORATE INTO THE EXISTING OR IMPORTED TOPSOIL AS RECOMMENDED BY THE LANDSCAPE ARCHITECT AND/OR REQUIRED TO REMEDY ANY DEFICIENCIES SHOWN IN SOIL TESTS ANY OF THE FOLLOWING AMENDMENTS TO MEET THE STANDARDS AS SPECIFIED FOR NEW TOPSOIL WITH SPECIFIED RANGES OF PH AS FOLLOWS</p> <p>GENERAL PLANTING: 5.8- 7.0 LAWNS: 5.8- 6.3 ERICACEOUS PLANTING: 4.5-5.5</p> <p>ACCEPTABLE AMENDMENTS:</p> <p>a. COMMERCIAL FERTILIZER: COMMERCIAL-GRADE COMPLETE FERTILIZER OF NEUTRAL CHARACTER, CONSISTING OF FAST AND SLOW RELEASE NITROGEN, 50 PERCENT DERIVED FROM NATURAL ORGANIC SOURCES.</p> <p>b. SLOW-RELEASE FERTILIZER: GRANULAR FERTILIZER CONSISTING OF 50 PERCENT FROM INSOLUBLE NITROGEN, PHOSPHORUS AND POTASSIUM.</p> <p>c. LIME: GROUND DOLOMITE LIMESTONE: 95 PERCENT PASSING THROUGH A 100-MESH SIEVE.</p> <p>d. ALUMINUM SULFATE: COMMERCIAL-GRADE, UNADULTERATED.</p> <p>e. SUPER PHOSPHATE: FINELY GROUND PHOSPHATE ROCK AS COMMONLY USED FOR AGRICULTURAL PURPOSES; CONTAINING NOT LESS THAN 18 PERCENT AVAILABLE PHOSPHORIC ACID.</p> <p>f. BONE MEAL: COMMERCIAL RAW BONE MEAL, FINELY GROUND, MINIMUM ANALYSIS OF 1PERCENT NITROGEN AND 18 PERCENT PHOSPHORIC ACID.</p> <p>g. SAND: ASTM C 33, FINE AGGREGATE.</p> <p>6. AMENDED SOIL: FOR USE IN RAIN GARDENS AND GRASS SWALE AREAS. THIS SOIL MATERIAL SHALL BE A UNIFORM MIX OF TOPSOIL, SAND, AND LEAF COMPOST MATERIAL MEETING THE FOLLOWING MATERIAL SPECIFICATIONS:</p> <p>20%-30% TOPSOIL WITH <5% CLAY CONTENT 50% SAND 20%-30% LEAF COMPOST</p> <p>GRADATION/TEXTURE AS DEFINED BY USDA TRIANGLE OF PHYSICAL CHARACTERISTICS AS MEASURED BY HYDROMETER.</p> <p>7. SUBBASE: NATURALLY OR ARTIFICIALLY GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE, AND NATURAL OR CRUSHED SAND; NYS DOT TYPE 1 SUBBASE COURSE, ITEM 304.11. RECYCLED MATERIAL (BUILDING AND ROAD DEMOLITION MATERIAL AND RECYCLED MATERIAL CONSISTING OF BRICK, CEMENT CONCRETE, OR OTHER MATERIALS) MAY NOT BE USED.</p> <p>8. IMPORTED TOPSOIL- A SAMPLE OF IMPORTED TOPSOIL FROM THE SOURCE PROPOSED FOR USE SHALL BE TESTED AND THE RESULTS AND RECOMMENDATIONS FROM TESTING COPIED TO THE OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT. IMPORTED TOPSOIL SHALL BE TESTED FOR FERTILITY AND AGRICULTURAL SUITABILITY BY A LABORATORY SUCH AS RUTGERS SOIL TESTING LABORATORY'S TOPSOIL EVALUATION TEST OR OTHER TESTING LABORATORY APPROVED BY THE LANDSCAPE ARCHITECT AND STATE:</p>	<p>a. IMPORTED TOPSOIL SHALL MEET MINIMUM SPECIFIED REQUIREMENTS AS SET FORTH IN PART 2 OF THIS SECTION AND BE APPROVED BY THE OWNER'S REPRESENTATIVE PRIOR TO DELIVERY TO THE SITE.</p> <p>b. PERFORM A MINIMUM OF ONE (1) TOPSOIL TEST FOR EVERY 100 CY OF IMPORTED TOPSOIL MATERIAL PRIOR TO PLACEMENT OF THE MATERIAL IN THE FIELD.</p> <p>c. EACH ANALYSIS SHALL BE ACCOMPANIED BY THE TESTING AGENCY'S RECOMMENDATIONS FOR QUANTITIES OF NITROGEN, PHOSPHORUS, AND POTASH NUTRIENTS AND ANY LIMESTONE, ALUMINUM SULFATE, OR OTHER SOIL AMENDMENTS TO BE ADDED TO PRODUCE A SATISFACTORY TOPSOIL AMENDMENT FOR EACH TYPE OF PLANTING MATERIAL.</p> <p>d. SUBMIT REPORT STATING NAME AND LOCATION OF SOURCE OF IMPORTED TOPSOIL AND ACCOUNT OF RECENT USE.</p> <p>e. THE COST OF THE TESTING SHALL BE PAID FOR BY THE OWNER.</p> <p>9. UPON DELIVERY TO THE SITE AND PRIOR TO PLANTING, ALL PLANT MATERIALS SHALL BE INSPECTED BY THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S REPRESENTATIVE FOR SIZE, VARIETY, CONDITION, DEFECTS OR INJURY.</p> <p>10. ALL REJECTED PLANT MATERIALS SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND REPLACED WITH ACCEPTABLE PLANT MATERIALS.</p> <p>11. REQUESTS FOR SUBSTITUTIONS (INCLUDING PLANTS NOT AVAILABLE) FOR SPECIFIED PLANT MATERIALS WILL NOT BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL BY THE OWNER'S REPRESENTATIVE AFTER CONSULTATION WITH THE LANDSCAPE ARCHITECT. LANDSCAPE SUBCONTRACTOR SHALL REQUEST ALL LANDSCAPING MATERIAL SUBSTITUTIONS IN WRITING.</p> <p>12. DELIVER SOIL, PLANTS, TREES, AND SHRUBS IN HEALTHY AND VIGOROUS CONDITION AND STORE IN LOCATION ON SITE WHERE THEY WILL NOT BE ENDANGERED AND WHERE THEY CAN BE ADEQUATELY WATERED AND KEPT IN HEALTHY AND VIGOROUS CONDITION.</p> <p>13. DO NOT PLANT TREES AND SHRUBS UNTIL MAJOR CONSTRUCTION OPERATIONS ARE COMPLETED AND APPROVED BY THE OWNER.</p> <p>14. COORDINATE INSTALLATION OF PLANTING MATERIALS DURING NORMAL PLANTING SEASONS FOR EACH TYPE OF PLANT MATERIAL REQUIRED. PERFORM ACTUAL PLANTING ONLY WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE IN ACCORDANCE WITH LOCALLY ACCEPTED PRACTICE.</p> <p>15. BEFORE PROCEEDING WITH WORK, VERIFY DIMENSIONS AND QUANTITIES. REPORT VARIATIONS BETWEEN THE DRAWINGS AND SITE CONDITIONS IMMEDIATELY TO THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT BEFORE PROCEEDING WITH LANDSCAPE WORK. PLANT TOTALS ARE FOR CONVENIENCE OF CONTRACTOR ONLY AND ARE NOT GUARANTEED. VERIFY AMOUNTS SHOWN ON DRAWINGS.</p> <p>16. MACHINE AND HAND EXCAVATE AS REQUIRED TO PREPARE PLANTING AREAS. WHEN CONDITIONS DETRIMENTAL TO PLANT GROWTH ARE ENCOUNTERED, SUCH AS RUBBLE FILL OR ADVERSE DRAINAGE CONDITIONS, NOTIFY LANDSCAPE ARCHITECT BEFORE PLANTING.</p> <p>17. PLANTS SHALL CONFORM TO REQUIREMENTS OF PLANT LIST AND KEY AS SHOWN ON CONTRACT DOCUMENTS; BE NURSERY GROWN; CONFORM TO THE RELATIONSHIP OF CALIPER, HEIGHT AND ROOT BALL SIZE PER ANSI Z60.1 STANDARD; BE HARDY UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE IN THE LOCALITY OF THE PROJECT; BE TYPICAL OF THEIR SPECIES OR VARIETY, WITH A NORMAL HABIT OF GROWTH; BE SOUND, HEALTHY AND VIGOROUS; BE UNIFORMLY AND WELL BRANCHED; FREE OF LARGE VOIDS, AND DENSELY FOLIATED WHEN IN LEAF; BE FREE OF DISEASE, INSECT PESTS, EGGS OR LARVAE, AND HAVE HEALTHY, WELL DEVELOPED ROOT SYSTEMS. THE TRUNK AND MAIN BRANCHES SHALL BE FREE OF WOUNDS AND DAMAGED AREAS. TREES WITH BARK INCLUDED WITHIN MAJOR BRANCH UNIONS WILL NOT BE ACCEPTED. TREES WITH ROOT BALLS THAT HAVE BOUND OR GIRDLED ROOTS SHALL BE REJECTED.</p> <p>18. "NURSERY-GROWN" SHALL MEAN GROWN IN THE NURSERY FROM LINERS OR COLLECTED AND THEN GROWN IN A NURSERY NOT LESS THAN 2 YEARS.</p> <p>19. "HEALTHY, VIGOROUS CONDITION" SHALL MEAN LIVE FOLIAGE OUT TO THE TIPS OF ALL BRANCHES AND STEMS, AND A TRUNK CALIPER THAT IS BIGGER ONE YEAR AFTER PLANTING, THAN AT PLANTING.</p> <p>20. PROVIDE COPIES OF MATERIAL CERTIFICATES SIGNED BY THE SUPPLIER CERTIFYING THAT THE SEED MIXES COMPLY WITH SPECIFIED REQUIREMENTS. THE CERTIFICATE SHALL IDENTIFY BOTANICAL AND COMMON NAMES, PERCENT BY WEIGHT OF EACH SPECIES AND VARIETY, AND PERCENT OF PURITY, GERMINATION AND WEED SEED.</p>	<p>13. LANDSCAPE SUBCONTRACTOR TO COORDINATE WITH LANDSCAPE ARCHITECT TO VISIT HORTICULTURAL NURSERIES PROPOSED TO SUPPLY PLANT MATERIAL FOR INSTALLATION AT PROJECT SITE WHERE THE LANDSCAPE ARCHITECT MAY VIEW THE QUALITY OF THE PLANTING MATERIAL AND STORAGE/HOLDING CONDITIONS. DURING THE NURSERY INSPECTION, THE LANDSCAPE ARCHITECT MAY FLAG, TAG OR PHOTOGRAPH SAMPLE THE SELECTED PLANT MATERIAL FOR INSTALLATION AT THE PROJECT SITE. LANDSCAPE ARCHITECT SHALL BE GIVEN A MINIMUM OF THREE (3) DAYS ADVANCED NOTICE OF PLANT DELIVERY TO SITE.</p> <p>14. ALL REJECTED PLANT MATERIALS SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND REPLACED WITH ACCEPTABLE PLANT MATERIALS AT NO ADDITIONAL COST TO THE OWNER. REPLACE DAMAGED PLANTINGS AT NO ADDITIONAL COST TO OWNER.</p> <p>15. THE LANDSCAPE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING TWO (2) COPIES OF WRITTEN INSTRUCTIONS RECOMMENDING PROCEDURES TO BE ESTABLISHED BY THE OWNER FOR THE MAINTENANCE OF THE LANDSCAPE WORK FOR ONE (1) FULL YEAR.</p> <p>16. UNLESS OTHERWISE DIRECTED BY THE LANDSCAPE ARCHITECT, DECIDUOUS MATERIAL SHALL BE PLANTED FROM MARCH 1ST TO MAY 15ND FROM OCTOBER 15 TO DECEMBER 15ND EVERGREEN MATERIAL SHALL BE PLANTED FROM APRIL 1ST TO MAY 15ND AND FROM SEPTEMBER 1ST TO NOVEMBER 1.</p> <p>17. WATERING SCHEDULE: LANDSCAPE SUBCONTRACTOR SHALL SUBMIT TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL A SCHEDULE AND METHODOLOGY FOR WATERING PLANTS DURING THE ONE (1) YEAR MAINTENANCE SCHEDULE.</p> <p>18. MAINTAIN, WATER, AND PROTECT PLANTINGS UNTIL FINAL ACCEPTANCE BY OWNER.</p> <p>19. ALL PLANT MATERIALS SHALL BE WATERED IMMEDIATELY UPON PLANTING AND THEN WATERED, FERTILIZED, PRUNED, WEEDED, AND MAINTAINED AS REQUIRED TO KEEP PLANT MATERIAL IN A HEALTHY, VIGOROUS CONDITION.</p> <p>20. GUARANTEE TREES, SHRUBS, GROUND COVER AND OTHER PLANTED MATERIAL AGAINST DEFECTS INCLUDING DEATH AND UNSATISFACTORY GROWTH FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE OF THE PLANTED MATERIAL, EXCEPT FOR DEFECTS RESULTING FROM NEGLIGENCE BY THE OWNER, ABUSE OR DAMAGE BY OTHERS, OR UNUSUAL PHENOMENA OR INCIDENTS WHICH ARE BEYOND THE LANDSCAPE SUBCONTRACTOR'S CONTROL. FINAL DECISIONS REGARDING REPLACEMENT OF PLANTED MATERIAL SHALL BE MADE BY THE LANDSCAPE ARCHITECT. THE LANDSCAPE SUBCONTRACTOR, IF NOT MAINTAINING THE PROPERTY DURING THE GUARANTEE PERIOD SHALL BE RESPONSIBLE FOR MAKING MONTHLY INSPECTIONS AND ISSUING WRITTEN REPORTS TO THE OWNER DETAILING ANY MAINTENANCE PRACTICES HE OBSERVES WHICH WOULD IN ANY WAY NEGATE HIS GUARANTEE OBLIGATION SO THAT CORRECTIVE MEASURES MAY BE TAKEN.</p> <p>21. REPLACEMENT PLANTS UNDER THIS GUARANTEE SHALL BE GUARANTEED FOR ONE (1) FULL GROWING SEASON FROM DATE OF INSTALLATION. PLANT MATERIAL REPLACEMENT, IF REQUIRED, DURING THE GUARANTEE PERIOD.</p> <p>22. ALL PLANT MATERIAL REQUIRED UNDER THIS CONTRACT, DEEMED BY THE LANDSCAPE ARCHITECT TO BE UNSIGHTLY, UNHEALTHY, OR EXCESSIVELY PRUNED, DURING AND AT THE END OF THE GUARANTEE PERIOD, SHALL BE REPLACED OR ADDED AS SOON AS CONDITIONS PERMIT.</p> <p>23. PROVIDE ALL EQUIPMENT AND MEANS FOR PROPER APPLICATION OF WATER TO INSTALLED PLANT MATERIAL FOR THE DURATION OF THE MAINTENANCE PERIOD.</p> <p>24. ALL SEEDED AREAS MUST HAVE 100% COVER OF SEEDED FORBS OR GRASSES AT END OF FIRST FULL GROWING SEASON.</p> <p>25. MULCH</p> <p>a. SEEDED AREAS- STALKS OF OATS, WHEAT, RYE OR OTHER APPROVED CROPS FREE FROM SEED OR NOXIOUS WEEDS.</p> <p>b. PLANT BEDS AND TREE PITS -100% DOUBLE SHREDDED HARDWOOD BARK MULCH WITH FIBROUS TEXTURE, NATURAL (NO DYES) COLOR.</p> <p>c. BIORETENTION FILTER AREAS -100% SHREDDED HARDWOOD MULCH AGED SIX (6) TO TWELVE (12) MONTHS.</p>	<p>SOIL MATERIAL NOTES: (REFER TO SPECIFICATIONS BY OTHERS FOR COMPLETE SOIL MATERIAL AND EARTHWORK INFORMATION)</p> <p>1. GENERAL: PROVIDE BORROW SOIL MATERIAL WHEN SUFFICIENT SATISFACTORY SOIL MATERIALS ARE NOT AVAILABLE FROM EXCAVATIONS.</p> <p>2. SATISFACTORY SOILS: SOIL CLASSIFICATION GROUPS GW, GM, SW, AND SP ACCORDING TO ASTM D 2487, OR A COMBINATION OF THESE SOIL GROUPS, FREE FROM ROCK OR GRAVEL LARGER THAN 3 INCHES IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION, AND OTHER DELETERIOUS MATTER.</p> <p>3. UNSATISFACTORY SOILS: SOIL CLASSIFICATION GROUPS SM, SC, CL, ML, OL, CH, MH, OH, AND PT ACCORDING TO ASTM D 2487, OR A COMBINATION OF THESE SOIL GROUPS.</p> <p>3.1. UNSATISFACTORY SOILS ALSO INCLUDE SATISFACTORY SOILS NOT MAINTAINED WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT AT THE TIME OF COMPACTION.</p> <p>4. SUBBASE MATERIAL: NATURALLY OR ARTIFICIALLY GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE, AND NATURAL OR CRUSHED SAND, ASTM D2940, WITH AT LEAST 90 PERCENT PASSING A 1-1/2" (37.5MM) SIEVE AND NOT MORE THAN 5 PERCENT PASSING A NO. 200 (0.075MM) SIEVE.</p> <p>5. BASE COURSE: NATURALLY OR ARTIFICIALLY GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE, AND NATURAL OR CRUSHED SAND, NYS DOT ITEM 304.11. RECYCLED MATERIAL (BUILDING AND ROAD DEMOLITION MATERIAL CONSISTING OF BRICK, CEMENT CONCRETE, OR OTHER MATERIALS) MAY NOT BE USED WITHOUT WRITTEN AUTHORIZATION FROM THE OWNER.</p> <p>6. ENGINEERED FILL: NATURALLY OR ARTIFICIALLY GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE, AND NATURAL OR CRUSHED SAND; ASTM D 2940, WITH AT LEAST 90 PERCENT PASSING A 1-INCH (25MM) SIEVE AND NOT MORE THAN 12 PERCENT PASSING A NO.200 (0.075MM) SIEVE.</p> <p>7. BEDDING COURSE: NATURALLY OR ARTIFICIALLY GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE, AND NATURAL OR CRUSHED SAND; ASTM D 2940, WITH 100 PERCENT PASSING A 1-INCH (25MM) SIEVE AND NOT MORE THAN 0 TO 5 PERCENT PASSING A NO. 8 (2.36MM) SIEVE.</p> <p>8. DRAINAGE COURSE: NARROWLY GRADED MIXTURE WASHED CRUSHED STONE, OR CRUSHED OR UNCRUSHED GRAVEL, ASTM D 448, COURSE AGGREGATE GRADING SIZE 57 WITH 100 PERCENT PASSING A 1-1/2 INCH (37.5MM) SIEVE AND 0 TO 5 PERCENT PASSING A NO.4 (4.75MM) SIEVE.</p> <p>9. FILTER MATERIAL: NARROWLY GRADED MIXTURE OF NATURAL OR CRUSHED GRAVEL, CRUSHED STONE, AND NATURAL SAND; ASTM D 448, COURSE AGGREGATE GRADING SIZE 67 WITH 100 PERCENT PASSING A 1-INCH (25MM) SIEVE AND 0 TO 5 PERCENT PASSING A NO.8 (2.36MM) SIEVE.</p> <p>10. TRAP ROCK: NARROWLY GRADED MIXTURE OF WASHED CRUSHED STONE; ASTM D 448, COURSE AGGREGATE GRADING SIZE 1 WITH 100 PERCENT PASSING A 4-INCH (100MM) SIEVE AND 0 TO 15 PERCENT PASSING A 1-1/2 INCH (37.5MM) SIEVE.</p> <p>11. SAND: ASTM C 33, FINE AGGREGATE.</p> <p>12. IMPERVIOUS FILL: CLAYEY GRAVEL AND SAND MIXTURE CAPABLE OF COMPACTING TO A DENSE STATE.</p> <p>13. TOPSOIL: SEE SPECIFICATIONS BY OTHERS</p>

LANDSCAPE NOTES		SOIL MATERIAL NOTES	
N.T.S.	SOURCE: KIMLEY-HORN	N.T.S.	SOURCE: KIMLEY-HORN



DECIDUOUS TREE PLANTING
N.T.S. SOURCE: KIMLEY-HORN



SHRUB PLANTING
N.T.S. SOURCE: KIMLEY-HORN

NO.	REVISIONS	DATE	BY

NOT FOR CONSTRUCTION

Kimley-Horn

© 2022 KIMLEY-HORN ASSOCIATES, INC.
1 NORTH WALTON AVENUE, SUITE 605
WHITE PLAINS, NY 10601
PHONE: 914-369-9200
WWW.KIMLEY-HORN.COM

Public Storage



R/A PROJECT	DATE	SCALE	DESIGNED BY:	DRAWN BY:	CHECKED BY:
112281000	APRIL 06, 2022	AS SHOWN	KCE	DB	MWJ

LANDSCAPING DETAILS

PUBLIC STORAGE
299 WORDIN AVENUE
BRIDGEPORT, CT 06605

CITY OF BRIDGEPORT CONNECTICUT

KIMLEY-HORN ENGINEERING OF NEW YORK
P.C.
421 FAYETTEVILLE STREET
SUITE 600
RALEIGH, NC 27601

NELLS FARGO BANK, N.A.

11-24/1210

000700103

DATE

CONTROL NO.

AMOUNT

03/28/2022

000700103

\$305.00

PAY Three Hundred Five And 00/100 Dollars

To The
Order Of

CITY OF BRIDGEPORT
BPT ZBA
45 LYON TERRACE
ROOM 210
BRIDGEPORT, CT 06604

Erica V.T. Carter

Memo:

⑈000700103⑈ ⑆121000248⑆ 2000004154594⑈

KIMLEY-HORN ENGINEERING OF NEW YORK P.C.

700103

Voucher No.	Invoice Number	Invoice Date	Invoice Amount	Discount Taken	Net Amount Paid
300153090	32522	03/25/2022	\$305.00	\$.00	\$305.00
Subtotals			\$305.00	\$.00	\$305.00
Totals			\$305.00	\$.00	\$305.00
Check Notes					
300153090	Variance Fee				



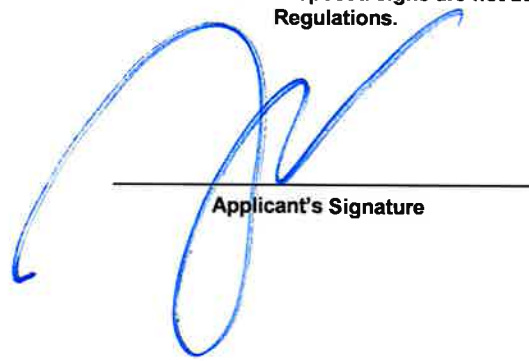
**ZONING BOARD OF APPEALS
APPLICATION CHECKLIST**

Required Information

- All items must be submitted in sets of (11) Eleven
- All plans & drawings must be full size (24"x36"), drawn to scale and in a PROFESSIONAL manner and must include a title block noting the name, address & telephone number of preparer.
- Site Development Plan prepared in accordance with Sec. 14-2-3b of the Bridgeport Zoning Regulations. Include the Zone Development Standards table indicating both required as well as the proposed Standards.
- Elevation views of a proposed new structure or elevation views of an existing building where an addition or change is proposed.
- Floor plan of building(s) or section of building(s) being considered by the Board.
(All sets **FOLDED DOWN** to 8" x 12")
- A Design Standard submission for new developments.
- A written statement citing the specific provision(s) of the Regulations from which the variance is sought.
- A list of the names & addresses of all property owners within 100 ft of all property lines of the subject property. The Tax Assessor's Office (Room 105) can assist with this information or visit the COB website: <http://gis.cdm.com/BridgeportCT/map.htm>
- All applications must include the following:
 - a) Mailing address & zip code of applicant or authorized agent.
 - b) Daytime telephone number of applicant or authorized agent.
 - c) Signature of owner(s) & applicant(s)
 - d) Filing fee - cash, check or money order payable to the ZONING BOARD OF APPEALS or BPT. ZBA.
- All items submitted must be saved and properly installed on a USB flash drive.**
The information on the USB flash drive must include the application, site plans, and all other hard copy information (landscaping, floor elevations, etc) that will be submitted. It also **must be labelled** with the property address and the date of hearing. **All plans and paper work that is submitted to the zoning office must be FOLDED (8"x12" or smaller) and Collated into 11 separate packets.**

Notes:

1. Applications that do not provide ALL of the above required information will be considered "incomplete" and will be not be accepted. Applications will be limited to the first 10 submitted, regardless of the submission deadline.
2. No application will be assigned for a public hearing until such time as the City Engineering Department has reviewed and submitted comments to the Zoning Office.
3. A Use Variance approval by the Z.B.A. requires a Site Plan Review by the Planning & Zoning Commission as set forth in Section 14-2-2. This approval may be in addition to other requirements of the Zoning Regulations. All required approvals must be obtained prior to the use and/or development of any parcel granted a Variance.
4. Proposed signs are not accepted as part of any petition. Signage is regulated under Sec. 11-7 of the Zoning Regulations.



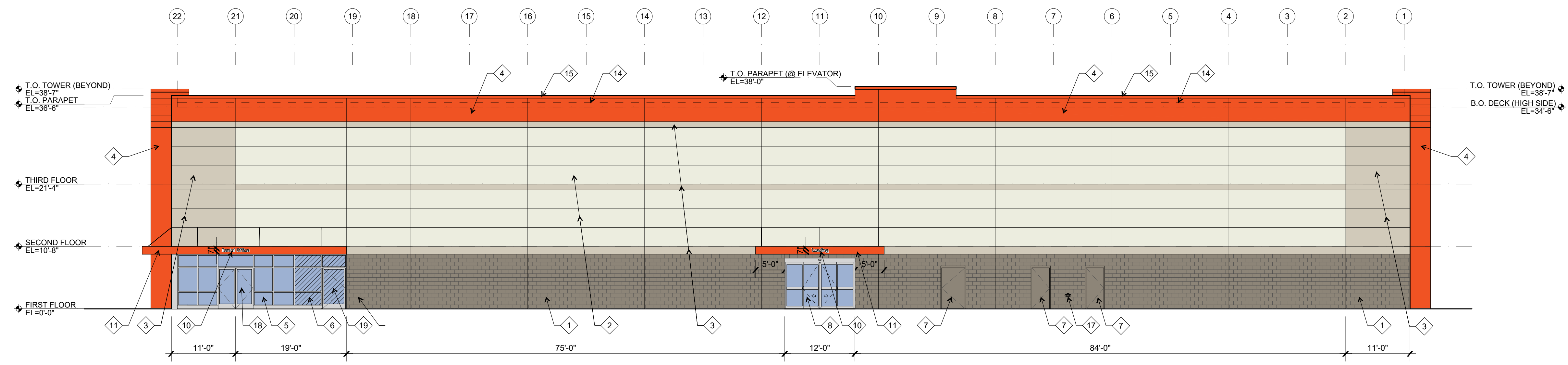
Applicant's Signature

4/4/2022

Date

Reviewers Initials

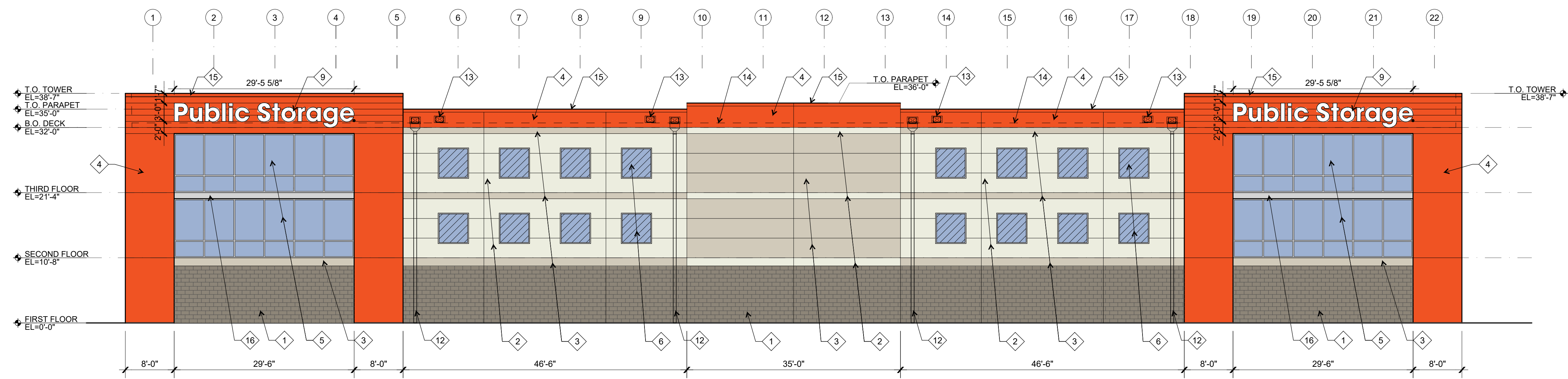
Date



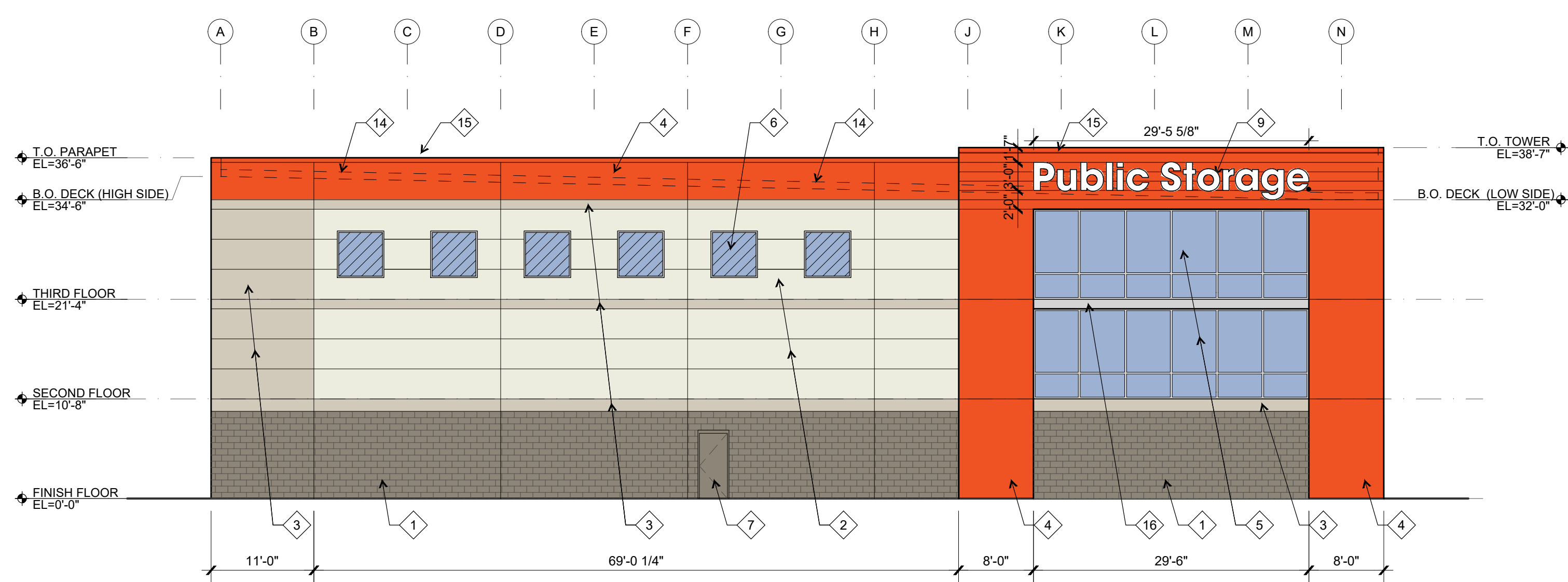
01 NORTH ELEVATION
SCALE: 1/16" = 1'-0"

MATERIAL LEGEND/KEYNOTES

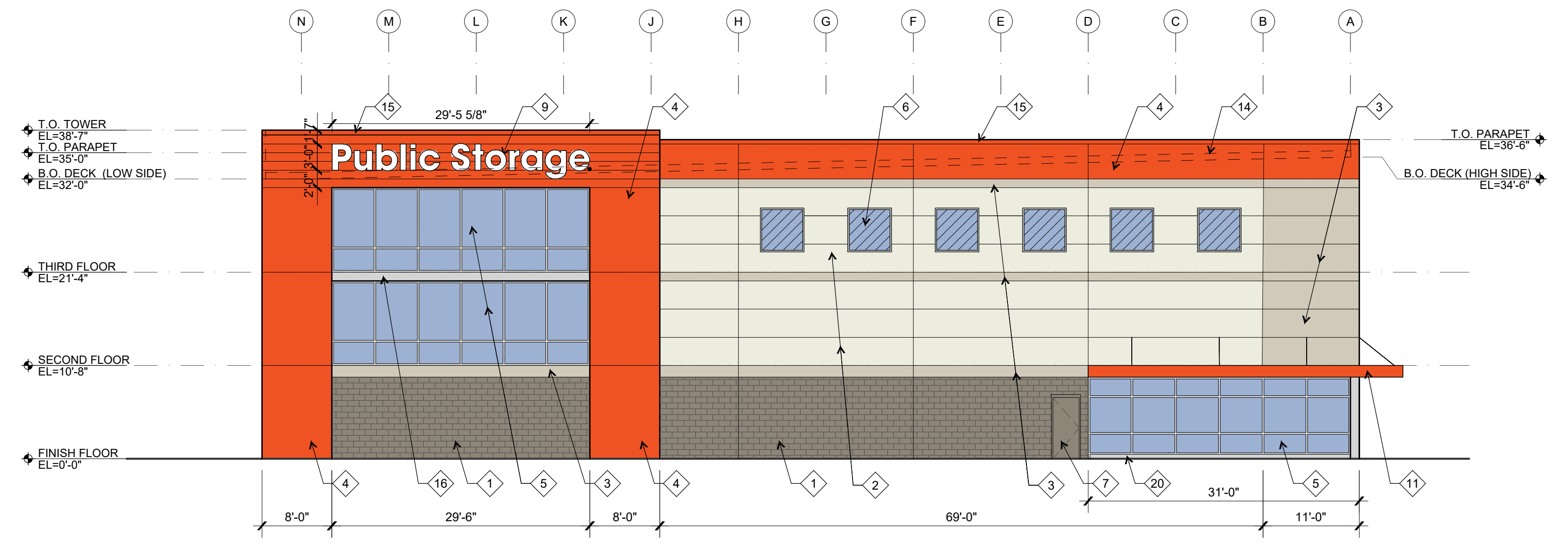
- 1 SPLIT FACE CMU, COLOR TO MATCH BORAL CONCRETE PRODUCTS "WALGREEN BROWN"
- 2 EIFS, "PPG WINTER MOOD"
- 3 EIFS, "PPG MOTH GRAY"
- 4 EIFS, "PS ORANGE"
- 5 1" INSULATED VISION GLASS IN CLEAR ANODIZED STOREFRONT SYSTEM
- 6 1" INSULATED SPANDREL GLASS IN CLEAR ANODIZED STOREFRONT SYSTEM
- 7 HOLLOW METAL DOOR, PAINTED "PPG ROLLER COASTER"
- 8 AUTOMATIC SLIDING GLASS DOORS W/ CLEAR ANODIZED FINISH
- 9 INTERNALLY LIT BUILDING SIGN BY SIGNAGE CONTRACTOR
- 10 NON-ILLUMINATED CANOPY SIGN BY SIGNAGE CONTRACTOR
- 11 ALUMINUM CANOPY, PREFINISHED "PS ORANGE"
- 12 METAL DOWNSPOUT AND SCUPPER, PREFINISHED "PPG WINTER MOOD"
- 13 OVERFLOW SCUPPER
- 14 LINE OF ROOF BEYOND
- 15 METAL COPING, PREFINISHED "PS ORANGE"
- 16 BRAKE METAL TO MATCH STOREFRONT SYSTEM
- 17 FIRE DEPARTMENT CONNECTION
- 18 PAIR STOREFRONT DOORS W/ VISION GLASS
- 19 STOREFRONT DOOR W/ SPANDREL GLASS
- 20 6" CONCRETE CURB



02 SOUTH ELEVATION
SCALE: 1/16" = 1'-0"



03 WEST ELEVATION
SCALE: 1/16" = 1'-0"



04 EAST ELEVATION
SCALE: 1/16" = 1'-0"



PS # CT19052

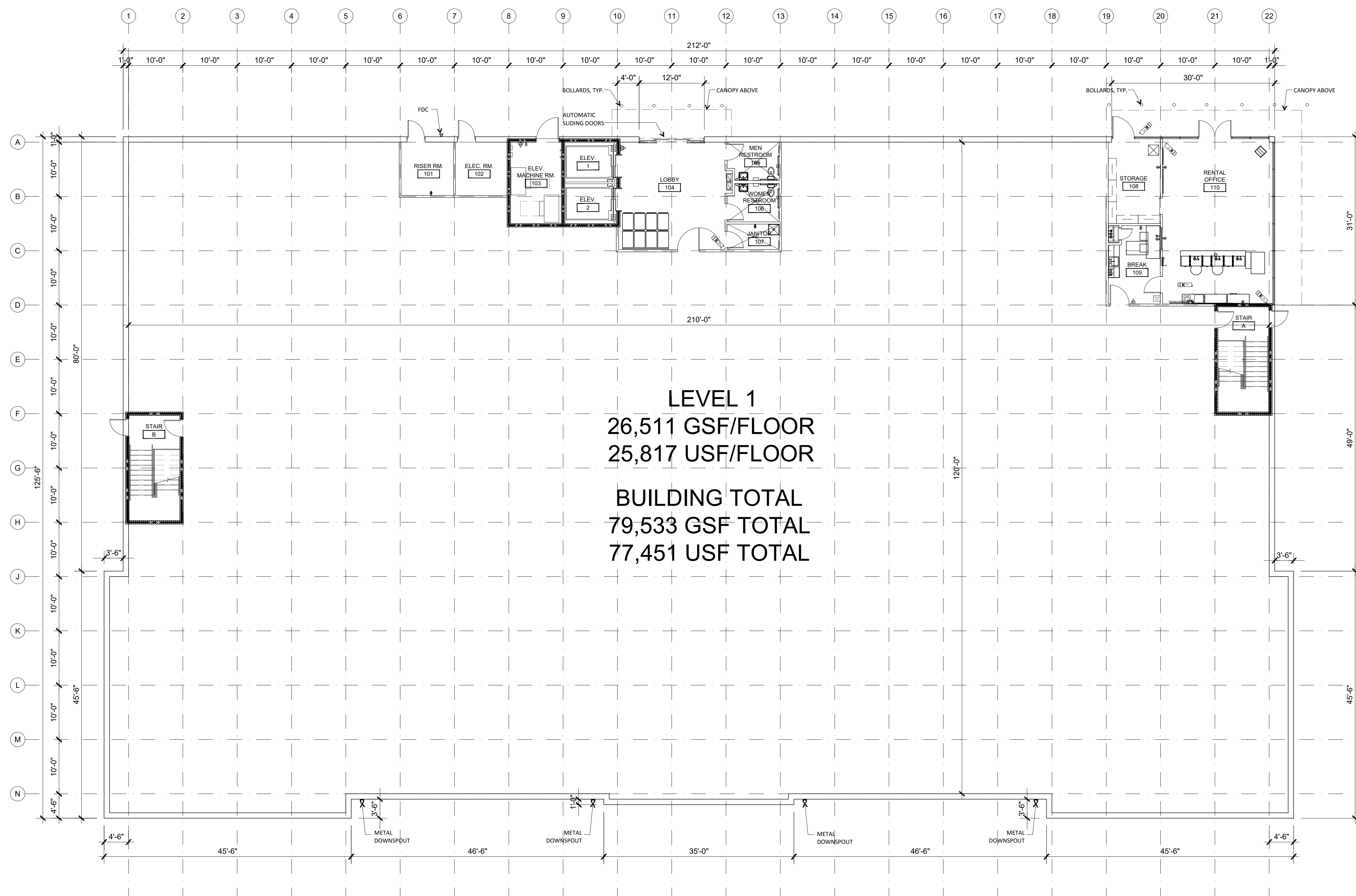
PUBLIC STORAGE BRIDGEPORT
299 WORDIN AVE
BRIDGEPORT, CT 06605

PRELIMINARY ELEVATIONS

02.21.2022

1722 ROUTH ST., SUITE 122
DALLAS, TEXAS 75201
972-788-1010 FAX 972-788-1024





LEVEL 1
 26,511 GSF/FLOOR
 25,817 USF/FLOOR
 BUILDING TOTAL
 79,533 GSF TOTAL
 77,451 USF TOTAL

 01 FIRST FLOOR PLAN
 SCALE: 3/32" = 1'-0"



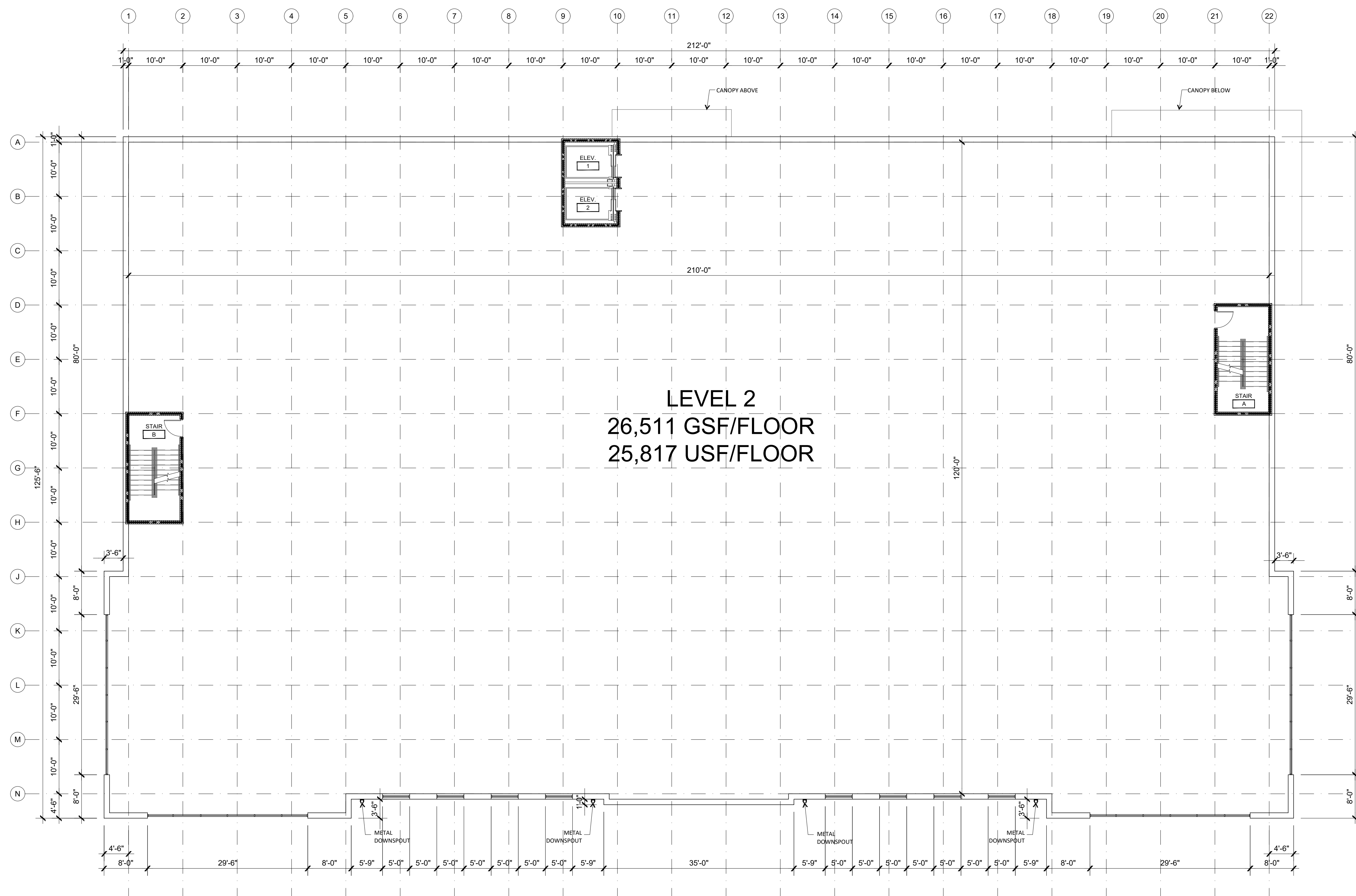
PS # CT19052
 PUBLIC STORAGE BRIDGEPORT
 299 WORDIN AVE
 BRIDGEPORT, CT 06605

PRELIMINARY FLOOR PLAN - FIRST FLOOR

02.21.2022

1722 ROUTH ST., SUITE 122
 DALLAS, TEXAS 75201
 972-788-1010 FAX 972-788-1024

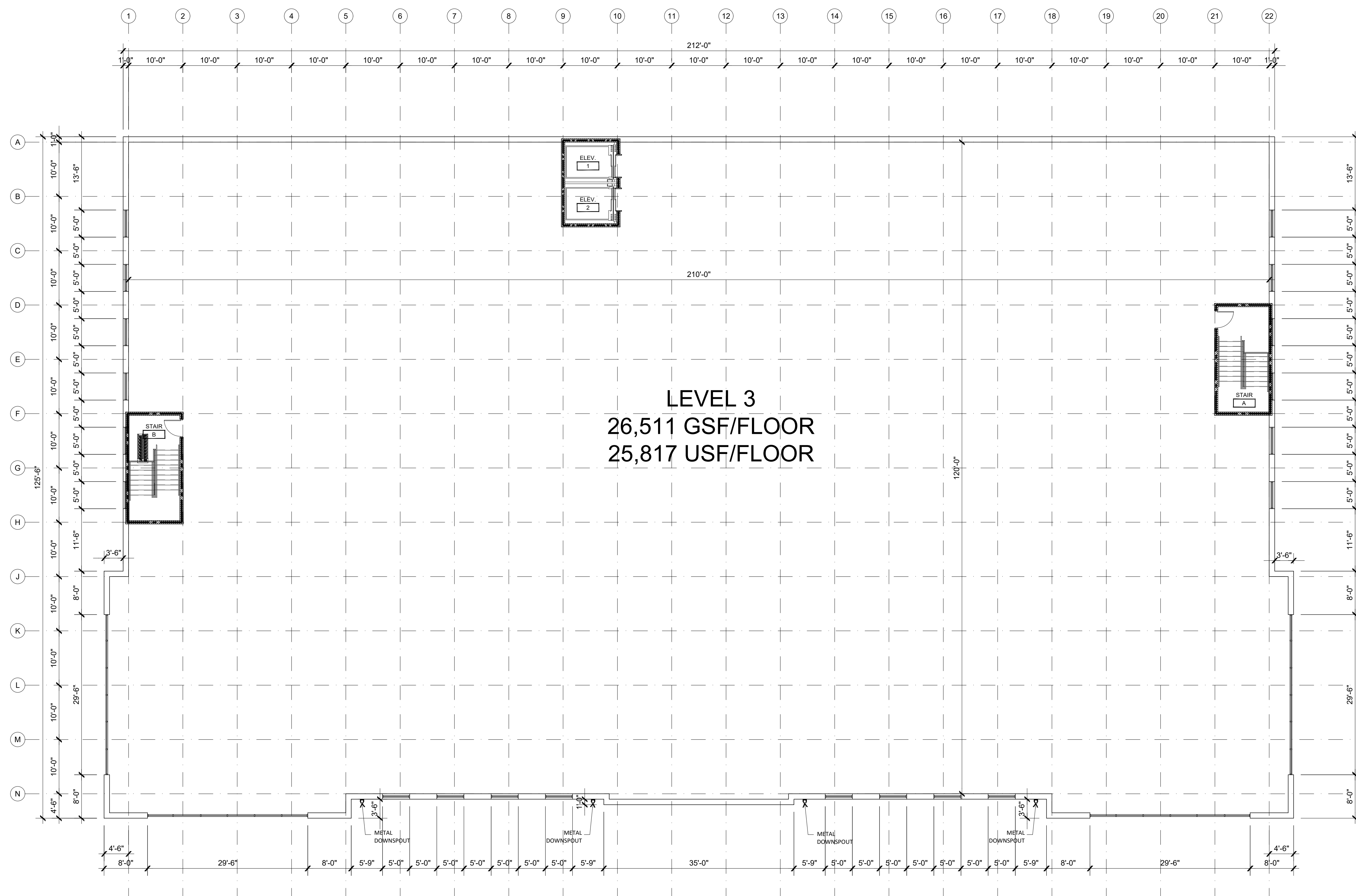




LEVEL 2
 26,511 GSF/FLOOR
 25,817 USF/FLOOR



01 SECOND FLOOR PLAN
 SCALE: 3/32" = 1'-0"



LEVEL 3
 26,511 GSF/FLOOR
 25,817 USF/FLOOR

01 THIRD FLOOR PLAN
 SCALE: 3/32" = 1'-0"
 NORTH



PS # CT19052
 PUBLIC STORAGE BRIDGEPORT
 299 WORDIN AVE
 BRIDGEPORT, CT 06605

PRELIMINARY FLOOR PLAN - THIRD FLOOR
 02.21.2022

1722 ROUTH ST., SUITE 122
 DALLAS, TEXAS 75201
 972-788-1010 FAX 972-788-1024





ZONING BOARD OF APPEALS APPLICATION

The undersigned presents the following application for:

(Check all that Apply)

Variance Appeal from Zoning Officer Extension of Time Permit / Modification of Plan of Development Request for Re-hearing Change of Condition(s) of Approval; pursuant to the Zoning Regulations of the City of Bridgeport and/or the General Statutes of the State of Connecticut as to the premises located at:

1525, 1535 & 1565 Railroad Ave & 340 Cherry St Zone RX2
(Number) (Street) (Zone Classification)
On the South side of the street about 0 feet West from
(North, South, East, West) (North, South, East, West)
Bostwick Ave Block : 19/300 Lot: 10/A, 13/A, 20/A & C
(Street)
Dimension of Lot in Question 274' x 376' x 529'6" x 307'8" x 149'6"
(Specify)

1. NAME OF APPLICANT / BUSINESS Capri Capital Management
(Print)
2. APPLICANT INTEREST IN PROPERTY (OWNER, LESSEE, ETC.) Contract purchaser
3. HAS A PREVIOUS APPLICATION BEEN FILED? No IF SO, GIVE DATE OF HEARING N/A
(Yes or No)
4. DESCRIBE PROPOSED DEVELOPMENT _____

To construct a Three (3) story 130,324 SF indoor self-service storage facility with associated site improvements

5. THIS APPLICATION RELATES TO: Check all that Apply
 Setback Coverage Landscaping Lot Area and Width Floor Area Height Parking
 Extension or Enlargement of Non-Conforming Use and/or Building Coastal Area Management Approval Liquor Use Other: _____

6. USE TO BE MADE OF PROPERTY Indoor Self-service storage

7. WHAT IS THE SPECIFIC HARDSHIP FOR GRANTING A VARIANCE (14-7-4)? See attached

APPLICANT [Signature] / DATE 04/07/2022
(Signature) (Print)

If signed by agent, state capacity, lawyer, builder, etc _____ / _____
(Email)

Mailing Address Chris Russo, Russo & Rizio, LLC, 10 Sasco Hill Rd, Fairfield CT 06824 203-528-0590
(Zip Code) (Phone #)

PROPERTY OWNERS ENDORSEMENT _____ Print _____
(If other than owner) (Signature)

Subscribe & Sworn to before me this _____ day of _____ 20_____
Notary Public in & for the County of Fairfield, State of Connecticut.

Note: READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All questions must be answered in detail (use separate sheet if necessary).
The Applicant, or Agent for, must adhere to the attached check list or it will not be possible for
The Zoning Board of Appeals to process this application.
NO APPLICATION RECEIVED BY MAIL CAN BE ACCEPTED.
PLEASE MAKE CHECK PAYABLE TO ZONING BOARD OF APPEALS
(REFER TO ZONING DEPARTMENT AS TO FEES 203-576-7217)

FEE RECEIVED: _____ DATE: _____, 20____ Clerk _____

Lisa S. Broder*
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Jane Ford Shaw
Jane@russorizio.com

Vanessa R. Wambolt
Vanessa@russorizio.com

* Also Admitted in NY

* Also Admitted in VT

+ Of Counsel

April 7, 2022

Dennis Buckley
Zoning Administrator
Zoning Department
45 Lyon Terrace
Bridgeport, CT 06604

Re: Application for Variances – 1525, 1535 & 1565 Railroad Avenue & 340 Cherry Street

Dear Mr. Buckley:

Please accept this Application to the Bridgeport Zoning Board of Appeals for variances on behalf of my client, Capri Capital Management, for the properties located at 1525, 1535 & 1565 Railroad Avenue & 340 Cherry Street (the "Site") in the RX2 Zone.

Variances Requested

1. Variance of Section 3.50.4 of the Bridgeport Zoning Regulations (the "Regulations") to reduce the space between adjacent buildings from Twelve feet (12') to Five feet Eleven inches (5'11");
2. Variance of Section 3.50.5 of the Regulations to permit a second driveway access for a single building on a primary street;
3. A further variance of Section 3.50.5 to reduce the attached garage setback from Twenty feet (20') to Four feet Eleven inches (4'11") and Section 6.50.12.J to permit access to the attached garage from a primary street;
4. Variance of Section 3.50.8 of the Regulations to reduce the transparency of the primary façade from Twenty percent (20%) to Twelve and 39/100 percent (12.39%);
5. A further variance of Section 3.50.8 of the Regulations to eliminate the requirement of a building entrance and entrance transition along the primary façade and to permit the ground story at grade level

6. A further variance of Section 3.50.8 of the Regulations to eliminate the requirement of a horizontal division with shadow lines on the façade of the proposed building; and
7. Variance of Section 3.50.9 of the Regulations to permit indoor self-service storage in the RX2 Zone.

Proposed Development & Use

The Applicant proposes to construct a three-story indoor self-service storage facility. The site is currently vacant and located within the RX2 Zone, but it is almost completely paved. The Site is located at the corner of Railroad and Bostwick Avenue and contains 117,870 SF, or 2.70 acres. The railroad tracks are located on the north side of the abutting eastbound lane of Railroad Avenue. The Site is also bordered by Interstate 95 to its south. The Site is also subject to a large easement on its southern end in favor of the Department of Transportation for I-95 (the “DOT Easement”).

The Applicant proposes to construct a three-story indoor self-service storage facility. The proposed building will be located at the northwest corner of the property in compliance with the setback requirements of the Zone. In total, the building will contain a floor area of 130,324 SF. The Site will be accessed from both Railroad and Bostwick Avenues, which is due to the severe restriction of the DOT Easement at the rear of the Site. This DOT Easement necessitates the majority of the variances. While there is a large area behind the proposed building where parking and interior traffic lanes could be located, the DOT Easement eliminates a majority of that area from use by the Applicant.

Three (3) loading stalls will be located at the rear of the building. These loading stalls require an area for vehicles to back into the building. Providing this area for maneuverability only allows area for Thirteen (13) parking spaces at the rear of the Site. The Site could accommodate more parking and turnaround area at the rear of the Site if the DOT Easement did not exist. In compliance with the Regulations, the Applicant has located additional off-street parking to the side of the proposed building. However, without driveway access to Railroad Avenue, vehicles would have an inability to turnaround in this area. So, the Applicant has proposed for driveway access onto Railroad Avenue. In total, Fifty-six (56) off-street parking spaces are proposed for the Site. The parking spaces on the side of the proposed building are surface parking spaces. However, under the Regulations, these spaces are technically classified as an attached garage simply because the building extends over these spaces and creates a roof over these spaces. Parking spaces with a roof over them are considered an attached garage under the Regulations even though these spaces are clearly just surface parking spaces. The interior of the proposed building will contain the self-storage units as well as a small retail sales office on the ground floor where some storage supplies will also be sold. The proposed building entrance will be located in proximity to the loading spaces for efficiency of the facility’s operations.

Hardship

Granting the Applicant the above-stated variances will not substantially affect the comprehensive zoning plan of the City of Bridgeport and strict adherence to the Regulations would cause a unique hardship to the Applicant as the DOT Easement creates a significant hardship to the Site and necessitates a number of variances. As stated above, the DOT Easement significantly decreases the area behind the proposed building for parking and traffic flow. It forces the need for a driveway access on the primary street, so traffic can properly flow on the Site. Without the DOT Easement, parking would not need to be located along the side of the building. This parking along the side of the building necessitates the variance related to attached garage. Even though this particular section of parking will be the same surface parking as the parking located at the rear of the building, a technicality in the language of the Regulations classifies this parking as an attached garage because it has a roof despite no actual garage structure being present. If this parking was classified as normal surface parking, it would be compliant with the Regulations.

Regarding the variance for the setback between adjacent buildings, the proposed building is completely compliant as to side setback under the Regulations. It is actually the neighboring building that is noncompliant and pre-existing nonconforming as it sits directly on the side property line. The proposed building was not located further from the side property line as it is extended over the entire side parking area.

Regarding the variance for the proposed building entrance, the proposed building entrance is located in the vicinity of the loading spaces at the rear of the building for efficient operation. This will allow employees to leave the nearby office to meet patrons at the loading spaces and help direct them. The loading spaces obviously could not be located along the primary frontage. The orientation of the entrance of the building towards the interior of the Site also necessitates the variance for transparency. The proposed building entrance on the interior of the Site and along the non-primary frontage on Bostwick Avenue contain transparency in compliance with the Regulations. However, as Railroad Avenue is not the main entrance to the building and is located some distance from the retail sales office entrance, said frontage does not contain transparency along the ground floor or the horizontal divisions required under the Regulations. The Applicant has added a significant number of windows to the upper floors along this frontage to improve the transparency of the primary street façade to attempt to meet the intent of the Regulations.

Finally, the Applicant requests a variance for the proposed use of the Site. The Site is located in the former MU-LI Zone, which permitted self-service storage facilities. For decades, self-service storage facilities had been confined to industrial zones. Said regulations reflect a dated market for these facilities, which used to cater to contractors and heavy industrial operators. However, housing trends have substantially changed in the past two decades as residents downsize and the number of residential apartments rise. This housing trend has created a significant demand for extra storage space to accommodate personal

belongings. The result has been a robust market for self-service storage facilities which cater to individuals and families as a retail storage option.

To cater more to individuals and families, self-service storage facilities have been located outside of industrial zones and within main retail and residential corridors throughout the region similar to the location of the Site. Here are some examples:

- E-Z Access Self Storage along Route 162 in Milford
- Extra Space Storage on Route 1 in Orange
- CubeSmart facility on Lordship Boulevard in Stratford
- U-Haul Storage facilities on Boston Avenue and Fairfield Avenue in Bridgeport
- Westy Self Storage and Public Storage on Kings Highway in Fairfield
- Westy Self Storage and CubeSmart on Route 7 in Wilton

Indoor self-service storage facilities have become an accessory use to nearby high-density residential uses. The proposed facility will help support the nearby high-density residential developments, such as the Cherry Street Lofts. Residents of said apartment building, whom may not be able to conveniently store all their belongings within their apartment, would be able to utilize this nearby facility to store their belongings. The facility would be easily accessible to them at a nearby location. The proposed use is also a suitable transition from the heavier industrial uses to the west of the Site to the residential use to its east.

For these reasons, we respectfully request approval of the above-stated variances for the Site.

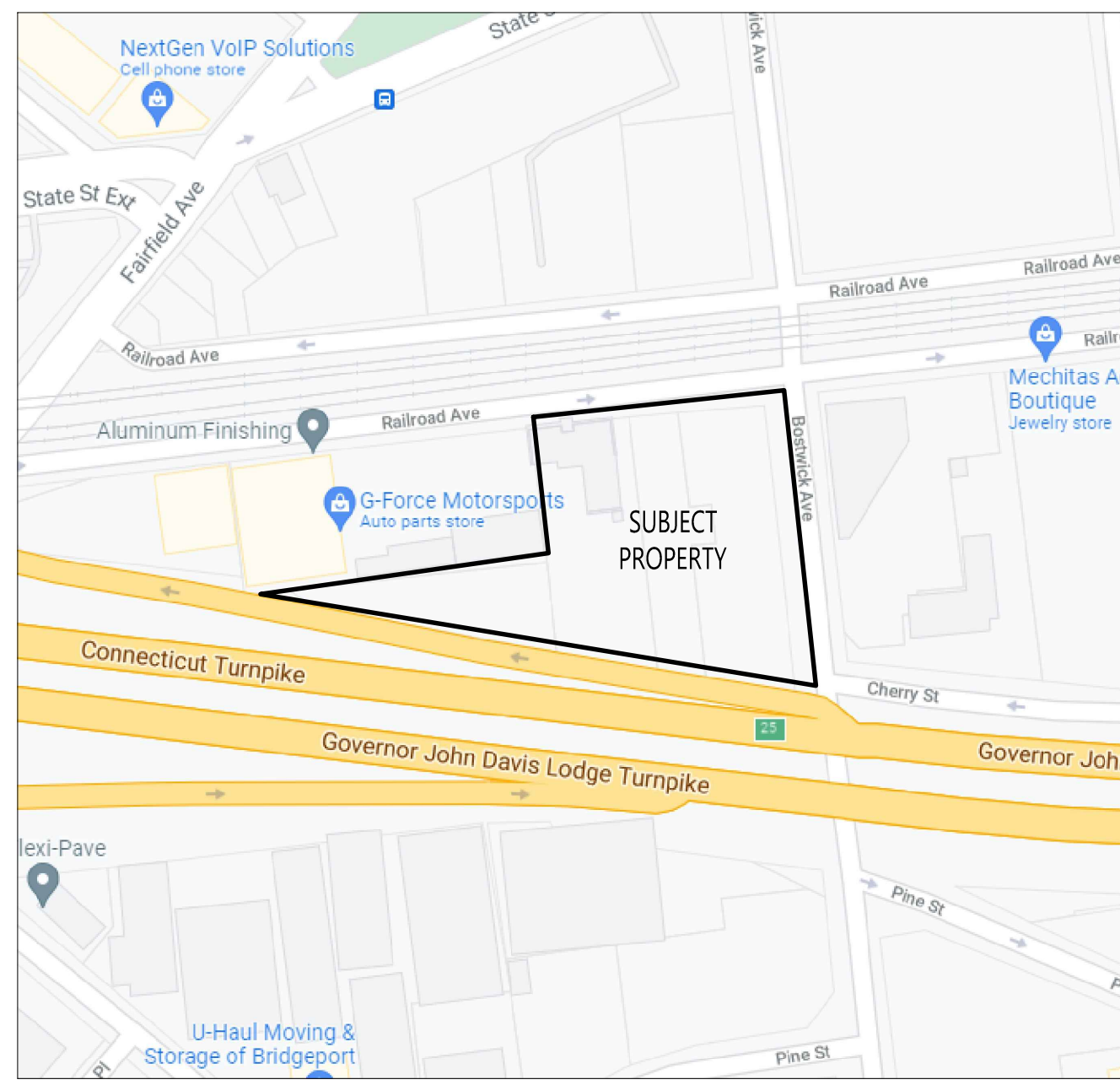
Sincerely,



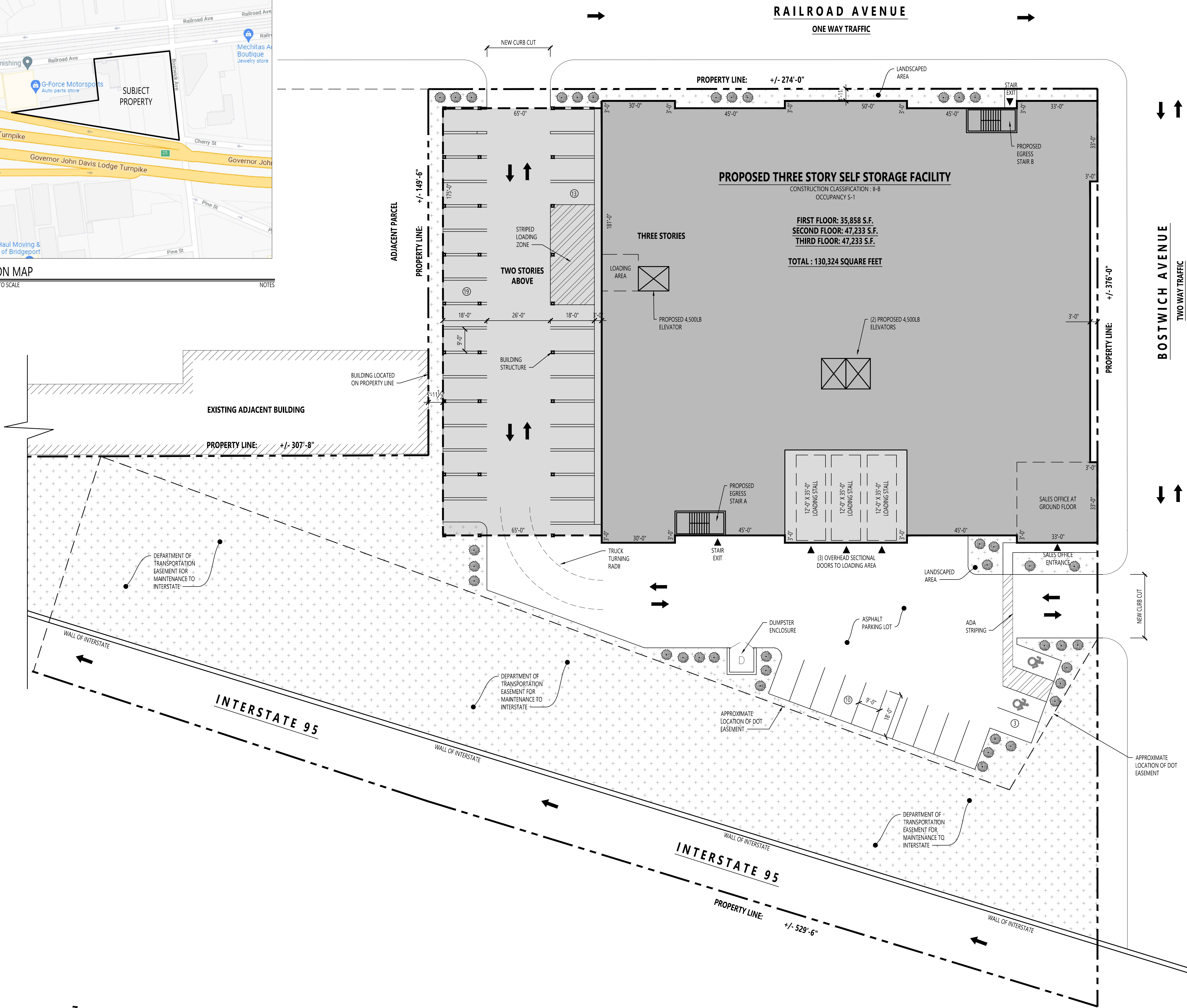
Christopher Russo

PROPERTIES WITHIN 100' OF 1525-1565 RAILROAD AVE & 340 CHERRY ST

PROPERTY ADDRESS	OWNER'S NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE
1565 RAILROAD AV	BOSTWICK PARTNERS LLC	430 E STATE ST #100	EAGLE	ID	83616
1535 RAILROAD AV	BOSTWICK PARTNERS LLC	430 E STATE ST #100	EAGLE	ID	83616
1525 RAILROAD AV	BOSTWICK PARTNERS LLC	294 BRONXVILLE RD	BRONXVILLE	NY	10708
1625 RAILROAD AV	BOSTWICK PARTNERS LLC	372 S EAGLE RD #388	EAGLE	ID	83616
1437 RAILROAD AV	RUSCITO ANTHONY JAMES	3010 REDDING RD	FAIRFIELD	CT	06824
672 BOSTWICK AV	WATERS CONSTRUCTION CO INC	300 BOSTWICK AVE	BRIDGEPORT	CT	06605
340 CHERRY ST	BOSTWICK PARTNERS LLC	430 E STATE ST #100	EAGLE	ID	83616
1591 RAILROAD AV	SIVRI REALTY LLC	1591 RAILROAD AVE	BRIDGEPORT	CT	06605
1575 STATE ST	BOSTWICK PARTNERS LLC	294 BRONXVILLE RD	BRONXVILLE	NY	10708
1492 RAILROAD AV	BOSTWICK PARTNERS LLC	294 BRONXVILLE RD	BRONXVILLE	NY	10708
1524 RAILROAD AV	BOSTWICK PARTNERS LLC	294 BRONXVILLE RD	BRONXVILLE	NY	10708
1550 RAILROAD AV	BOSTWICK PARTNERS LLC	294 BRONXVILLE RD	BRONXVILLE	NY	10708



1 LOCATION MAP
SCALE: NOT TO SCALE



RAILROAD AVENUE
ONE WAY TRAFFIC

BOSTWICH AVENUE
TWO WAY TRAFFIC

PROPOSED THREE STORY SELF STORAGE FACILITY
CONSTRUCTION CLASSIFICATION: II-B
OCCUPANCY S-1

FIRST FLOOR: 35,858 S.F.
SECOND FLOOR: 47,233 S.F.
THIRD FLOOR: 47,233 S.F.
TOTAL : 130,324 SQUARE FEET

BULK ZONING TABLE			
CITY OF BRIDGEPORT, CONNECTICUT			
ZONING DISTRICT: R2Z- RESIDENTIAL-OFFICE CENTER			
ITEM	PERMITTED/REQUIRED	PROPOSED	VARIANCE REQUIRED
3.50.4 BUILDING LOCATION			
LOT AREA, MIN.	N/A	+1,117,870 S.F. (2.70 ACRES)	NO
LOT WIDTH	N/A	-	NO
PRIMARY STREET WALL	80% MIN.	COMPLIES @ RAILROAD AVENUE	NO
PRIMARY STREET BUILD TO ZONE	0'-0" MIN. 25'-0" MAX	0'-0" @ BOSTWICH AVENUE 4'-11" @ RAILROAD AVENUE	NO
STOOP, BAY ENCROACHMENT	N/A	-	NO
NON PRIMARY STREET BUILD TO ZONE	0'-0" MIN. 25'-0" MAX	0'-0" @ BOSTWICH AVENUE 4'-11" @ RAILROAD AVENUE	NO
SIDE SETBACK	3'-0"	5'-11 1/2"	NO
REAR SETBACK	20'-0" MIN.	N/A PROPERTY IS CORNER LOT	NO
SITE COVERAGE	85% (100,189 S.F.)	52.15% (61,478 S.F.) 64% (75,479 S.F.) INCLUDING INTERSTATE	NO
3.50.5 PARKING AND ACCESSORY STRUCTURES			
PARKING AND DRIVEWAY ACCESS	NON-PRIMARY STREET: IF NO NON-PRIMARY STREET, MAX 22'-0" WIDTH AT SIDEWALK; MAX. 1 DRIVEWAY ACCESS POINT PER BUILDING	2 DRIVEWAY ACCESS POINTS, 1 PER STREET	YES
SURFACE PARKING LOCATION	REAR YARD, LIMITED SIDE YARD	PARKING LOCATED ADJACENT TO BUILDING	YES
STREET SETBACK	NO CLOSER TO LOT LINE THAN PRINCIPAL BUILDING	COMPLIES	NO
SIDE AND REAR YARD SETBACK	3'-0" MIN.	COMPLIES	NO
3.50.6 HEIGHT			
STORIES	2 STORIES MINIMUM 5.5 STORIES MAXIMUM	THREE STORIES	NO
GROUND STORY HEIGHT	10'-0" MIN. 18'-0" MAX.	17'-6"	NO
ALL OTHER STORIES HEIGHT	10'-0" MIN. 14'-0" MAX.	10'-6"	NO
3.50.7 ROOF TYPE			
ROOF TYPE	FLAT, PARAPET	PARAPET	NO
3.50.8 PRIMARY AND NON PRIMARY FACADE			
TRANSPARENCY PRIMARY	20% MIN. @ PRIMARY	YES, AREA LESS THAN 18%	YES
TRANSPARENCY NON-PRIMARY	15% MIN. @ NON-PRIMARY NO BAYS OR 15'-0" WIDE SECTIONS OF ANY STORY MAY BE WITHOUT TRANSPARENCY		
BUILDING ENTRANCE LOCATION	ONE PER EVERY 120'-0" OF PRIMARY FACADE	ONE ENTRANCE NOT LOCATED ON PRIMARY FACADE	YES
ENTRANCE TRANSITION TYPE	STOOP	FIRST FLOOR AT GRADE	YES
GROUND STORY ELEVATION	BETWEEN 18 INCHES AND 30 INCHES ABOVE GRADE	AT GRADE	YES
HORIZONTAL DIVISIONS WITH SHADOW LINES	WITHIN 3'-0" OF THE TOP OF ANY STORY BETWEEN THE BASEMENT AND 3RD STORY	NOT PROVIDED	YES
VERTICAL DIVISIONS WITH SHADOW LINES	ONE PER EVERY 120'-0" OF STREET FACADE	COMPLIES	NO
3.50.9 ALLOWED USES			
SELF-SERVICE STORAGE, INDOOR	NOT PERMITTED	SELF-SERVICE STORAGE, INDOOR PROPOSED	YES
PARKING/LOADING CALCULATIONS			
CITY OF BRIDGEPORT, CONNECTICUT ZONING DISTRICT: R2Z- RESIDENTIAL-OFFICE CENTER			
ITEM	PERMITTED/REQUIRED	PROPOSED	VARIANCE REQUIRED
OFF STREET PARKING REQUIRED	THE ZONING CODE DOES NOT ESTABLISH MINIMUM OFF STREET PARKING REQUIREMENTS. ACCESSIBLE PARKING SPACES TO SERVE PERSONS WITH DISABILITIES MAY BE REQUIRED PER CODE.	56 PROPOSED	NO
SIZE OF STALL/ DRIVE AISLE	9'-0" x 18'-0" STALL SIZE 24'-0" DRIVE AISLE	9'-0" x 18'-0" STALL 24'-0" DRIVE AISLE	NO
OFF STREET LOADING REQUIRED	INDUSTRIAL: FIRST 5,000 S.F. - 1 STALL ADDITIONAL 40,000 S.F. - 1 STALL UP TO 300,000 S.F. - 1 STALL	3 STALLS PROVIDED	NO
SIZE OF LOADING STALL	TOTAL REQUIRED : 3 STALLS		
	12'-0" WIDE x 35'-0" LONG x 14'-0" TALL	12'-0" WIDE x 35'-0" LONG x 14'-0" TALL	NO

ARCHITECT CANNOT GUARANTEE ACCURACY OF THE PROPERTY LINES, AS THEY ARE BASED OFF TAX MAP DIMENSIONS AND PARTIAL PROPERTY SURVEYS. COMPLETE SURVEY NOT PROVIDED AT TIME OF PLAN DEVELOPMENT



THIS DRAWING, PREPARED FOR THE SPECIFIC PROJECT INDICATED, IS AN INSTRUMENT OF SERVICE, AND THE PROPERTY OF THE ARCHITECT. INFRINGEMENT OR ANY USE OF THIS PROJECT IS PROHIBITED. ANY ALTERATION, OR REPRODUCTION OF THIS DOCUMENT IS ALSO PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT.

ISSUE DATE	COMMENT
02/02/22	CLIENT REVIEW
03/04/22	EXT. ELEVS
03/14/22	GENERAL REVISIONS

CLIENT: **CAPRI CAPITAL MANAGEMENT**

PROJECT: **PROPOSED SELF STORAGE FACILITY 1525 RAILROAD AVENUE BRIDGEPORT, CT**

SEAL & SIGNATURE

DATE:	02/17/2022
PROJECT No.	22014C
DRAWING BY:	M.E.
CHK BY:	J.N.
SHEET NUMBER:	OF 1

TITLE DRAWING: **SCHEMATIC SITE PLAN AND ZONING INFO. ASP-100**

2 CONCEPT SITEPLAN
SCALE: 1" = 20'-0"

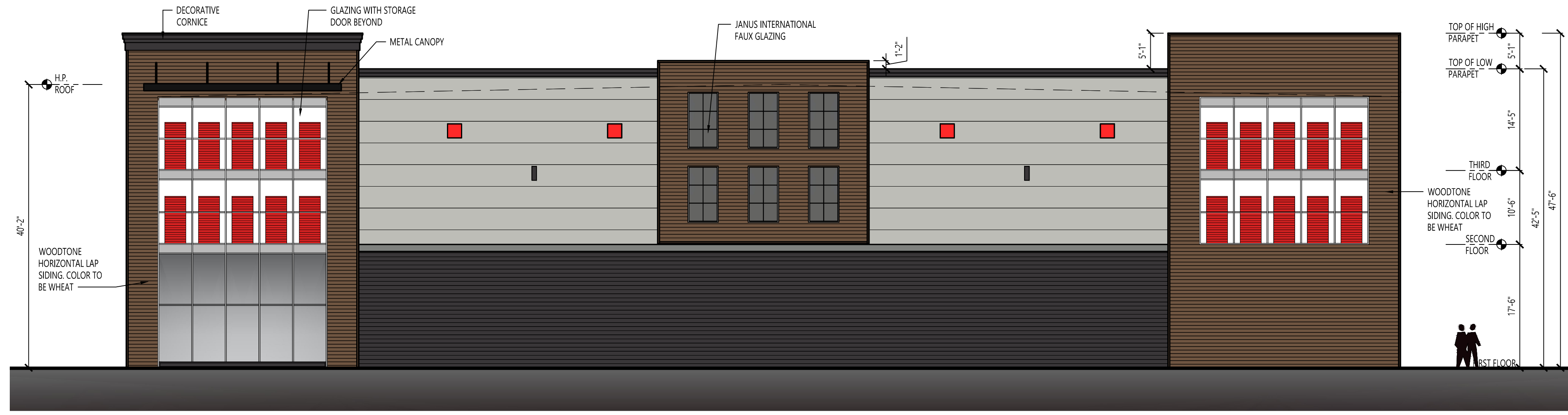


1 SOUTH EXTERIOR ELEVATION (INTERSTATE 95)
SCALE: 3/32" = 1'-0"

NOTES

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ISSUE DATE	COMMENT
02/02/22	CLIENT REVIEW
03/04/22	EXT. ELEVS
03/14/22	GENERAL REVISIONS



2 EAST EXTERIOR ELEVATION (BOSTWICK AVENUE)
SCALE: 3/32" = 1'-0"

NOTES

CLIENT: **CAPRI CAPITAL MANAGEMENT**

PROJECT: **PROPOSED SELF STORAGE FACILITY
1525 RAILROAD AVENUE
BRIDGEPORT, CT**

SEAL & SIGNATURE

DATE:	02/17/2022
PROJECT No.	22014C
DRAWING BY:	M.E.
CHK BY:	J.N.
SHEET NUMBER:	OF 1

TITLE DRAWING:

EXTERIOR ELEVATIONS

A-200

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ISSUE DATE	COMMENT
02/02/22	CLIENT REVIEW
03/04/22	EXT. ELEVS
03/14/22	GENERAL REVISIONS

CLIENT: **CAPRI CAPITAL MANAGEMENT**

PROJECT: **PROPOSED SELF STORAGE FACILITY
1525 RAILROAD AVENUE
BRIDGEPORT, CT**

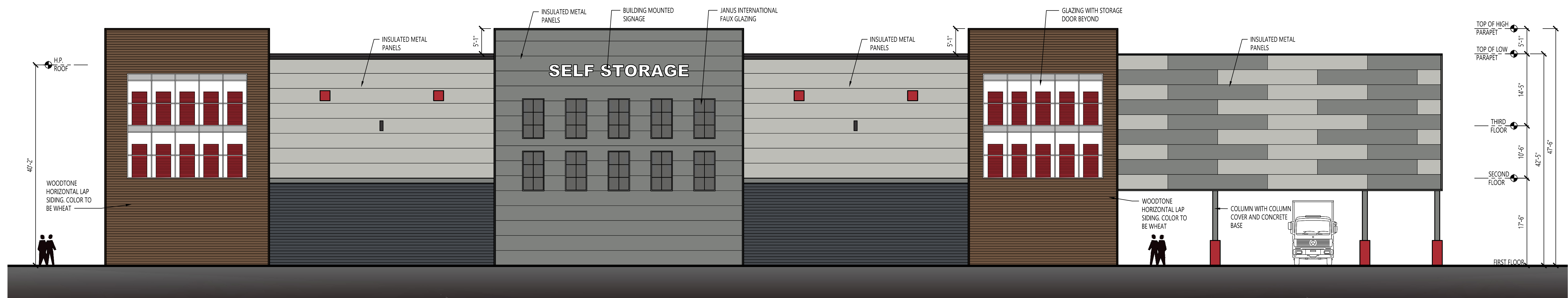
SEAL & SIGNATURE

DATE:	02/17/2022
PROJECT No.	22014C
DRAWING BY:	M.E.
CHK BY:	J.N.
SHEET NUMBER:	OF 1

TITLE DRAWING:

EXTERIOR ELEVATIONS

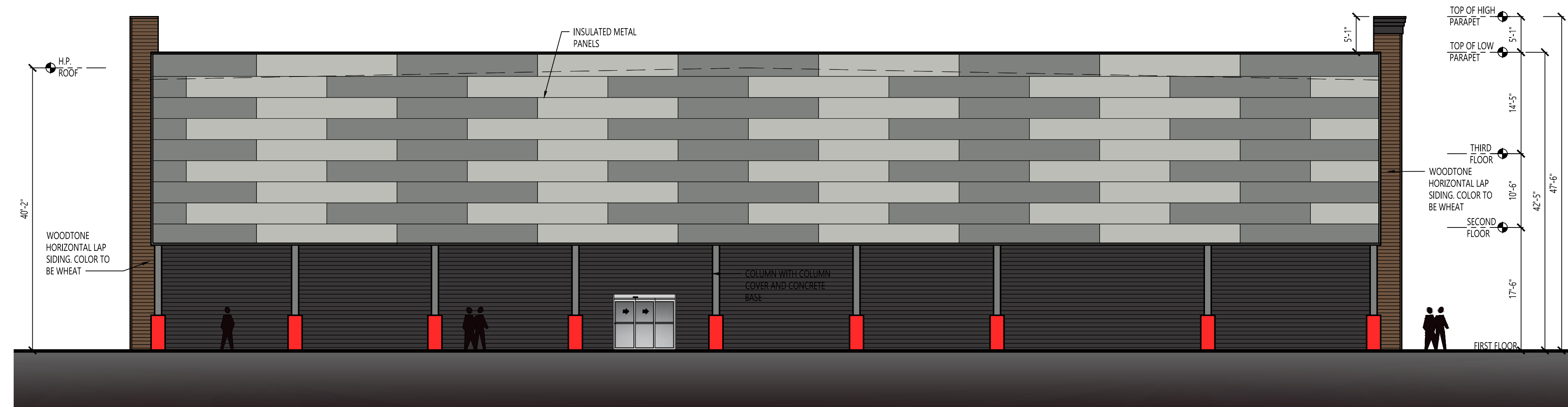
A-201



1 NORTH EXTERIOR ELEVATION (RAILROAD AVENUE)

SCALE: 3/32" = 1'-0"

NOTES



2 WEST EXTERIOR ELEVATION

SCALE: 3/32" = 1'-0"

NOTES



ZONING BOARD OF APPEALS APPLICATION

The undersigned presents the following application for:

(Check all that Apply)

Variance Appeal from Zoning Officer Extension of Time Permit / Modification of Plan of Development Request for Re-hearing Change of Condition(s) of Approval; pursuant to the Zoning Regulations of the City of Bridgeport and/or the General Statutes of the State of Connecticut as to the premises located at:

Allen Street Lot 28/507/14 Zone DX2
(Number) (Street) (Zone Classification)

On the North side of the street about 0 feet East from
(North, South, East, West) (North, South, East, West)

Lafayette Street Block : 28/ 507 Lot: 14
(Street)

Dimension of Lot in Question Approx. 205.24' x 26.88' x 568.83' x 533.77'
(Specify)

1. NAME OF APPLICANT / BUSINESS Outfront Media, Inc.
(Print)

2. APPLICANT INTEREST IN PROPERTY (OWNER, LESSEE, ETC.) Lessee
(Print)

3. HAS A PREVIOUS APPLICATION BEEN FILED? No IF SO, GIVE DATE OF HEARING N/A
(Yes or No)

4. DESCRIBE PROPOSED DEVELOPMENT
Installation of an outdoor advertising sign with electronic message display in connection with the Hartford Healthcare Amphitheater

5. THIS APPLICATION RELATES TO: Check all that Apply
 Setback Coverage Landscaping Lot Area and Width Floor Area Height Parking Extension or Enlargement of Non-Conforming Use and/or Building Coastal Area Management Approval Liquor Use Other: Signage

6. USE TO BE MADE OF PROPERTY Outdoor Advertising Sign over an existing parking area in support of the Hartford Healthcare Amphitheater

7. WHAT IS THE SPECIFIC HARDSHIP FOR GRANTING A VARIANCE (14-7-4)? See attached

APPLICANT [Signature] DATE 04/07/2022
(Signature) (Print)

If signed by agent, state capacity (lawyer, builder, etc) /
(Email)

Mailing Address Attn: Chris Russo, Russo & Rizio, LLC, 10 Sasco Hill Road, Fairfield, CT 06824 203-528-0590
(Zip Code) (Phone #)

PROPERTY OWNERS ENDORSEMENT _____ Print _____
(If other than owner) (Signature)

Subscribe & Sworn to before me this _____ day of _____ 20_____
Notary Public in & for the County of Fairfield, State of Connecticut.

Note: READ CAREFULLY BEFORE FILLING OUT THIS APPLICATION

All questions must be answered in detail (use separate sheet if necessary).
The Applicant, or Agent for, must adhere to the attached check list or it will not be possible for The Zoning Board of Appeals to process this application.
NO APPLICATION RECEIVED BY MAIL CAN BE ACCEPTED.
PLEASE MAKE CHECK PAYABLE TO ZONING BOARD OF APPEALS
(REFER TO ZONING DEPARTMENT AS TO FEES 203-576-7217)

FEE RECEIVED: _____ DATE: _____, 20____ Clerk _____

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LBroder@russorizio.com
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Victoria L. Miller*
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299 Broadway, Suite 708, New York, NY 10007
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www.russorizio.com

Leah M. Parisi
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April 7, 2022

Dennis Buckley
Zoning Administrator
Zoning Department
45 Lyon Terrace
Bridgeport, CT 06604
HAND-DELIVERED

Re: Petition for Variances –Map/Block/Lot 28/507/14 Allen Street

Dear Mr. Buckley:

Please accept, on behalf of **Outfront Media, Inc.** (the “Applicant”), the following narrative and enclosed application materials as part of an application for variances of the Bridgeport Zoning Regulations (the “Regulations”) for the property located at Map/Block/Lot 28/507/14 Allen Street (the “Site”) to install an outdoor advertising sign in the DX2 Zone.

Variances Requested

1. Variance of Section 9.80.2 to permit two sides of the proposed outdoor advertising sign with each side totaling Nine hundred square feet (900 SF) in area;
2. Variance of Section 9.80.3 to increase the maximum height of the proposed outdoor advertising sign to One hundred feet (100’); and
3. Variance of Section 9.80.4 to reduce the minimum distance between outdoor advertising signs to Seven hundred and ninety-six feet (796’)

Narrative

The Petitioner requests the above-stated variances from the Regulations to install an outdoor advertising sign along the South Frontage Road street frontage of the Site and Interstate 95 to promote events at the Hartford Healthcare Amphitheater (the “Amphitheater”). The Site is entirely surrounded by street frontages along South Frontage Road, Broad Street, Allen Street and Lafayette Street. The Site is in the DX2 Zone and abuts one of the new main attractions in the City of

Bridgeport – the Amphitheater. The Site has historically been used as the accessory parking for the current use as well as the former Bridgeport Bluefish baseball stadium. A similar lot is located directly to the south. The Site is also buffered by a number of large public transportation structures – I-95 to its north, the Route 8/25 connector to its west, and the railroad tracks to its south.

The Applicant proposes to install an outdoor advertising sign along the South Frontage Road side of the Site and Interstate 95 to promote events at the Amphitheater. The sign will be oriented to be seen by persons traveling by vehicle from both the northbound and southbound lanes of I-95. This orientation will also face the sign towards downtown Bridgeport in an area of retail and institutional use. It will not face any residential neighborhoods. The proposed sign will be located in essentially the middle of South Frontage Road street frontage. The sign will feature a Ten-foot (10') base composed of brick panels with another smaller footprint base on top composed of painted aluminum panels. This upper portion of the base will feature an identifying sign showing the Amphitheater logo within a sign area of Eighty square feet (80 SF). This sign will be oriented towards the eastbound lane of South Frontage Road. On top of the base, aluminum poles are proposed to hold up the outdoor advertising sign. The proposed sign will have Two (2) faces each with an area of Nine hundred square feet (900 SF). The sign faces will be an electronic message display, which will depict events at the Amphitheater. The Amphitheater has been a hugely successful development that has brought marquee events to the City of Bridgeport. It has attracted patrons from the surrounding area and even out-of-state. The proposed sign will match the success of this attraction and will place it on the same level of other popular venues in the tri-state area. The proposed height to the top of the sign is One hundred feet (100'). However, the top height of the sign is only Seventy-three feet (73') above the nearest elevation of Interstate 95. It should also be noted that this sign is directly east of the Route 8/25 connector at Exit 27A, which also sits at a very high elevation compared to the Site. The proposed height will ensure that the outdoor advertising sign is visible to the persons travelling in their vehicles along I-95.

Hardship

Granting the Applicant the above-stated variances will not substantially affect the comprehensive zoning plan of the City of Bridgeport and strict adherence to the Regulations would cause a unique hardship to the Applicant as the Applicant proposes a single outdoor advertising sign in character with surrounding billboards along I-95 with no impact on any residential neighborhood and consolidating the number of potential signs on the Site. The Site features an extensive amount of street frontage as it is completely surrounded by public streets and contains a large amount of area. Under the Regulations, a freestanding sign is permitted every Three hundred feet (300') of street frontage. Therefore, the Applicant could propose multiple freestanding signs on the Site. However, the proposed sign and the Amphitheater are oriented towards I-95. The Site is essentially completely buffered by public infrastructure and institutions. Therefore, the purpose of a freestanding sign or outdoor advertising sign on the Site would only be to advertise to persons travelling on I-95. The Petitioner has consolidated the potential signs that could be installed under the Regulations to attract these travelers into one sign to reduce the bulk of signage on the Site. Therefore, in keeping with every billboard along I-95, the proposed advertising sign features Two (2) faces of the same size on opposite sides. The electronic message display is in conformity with the Regulations and will allow the Petitioner to display upcoming events.

Regarding the proposed height of the sign, the sign has been designed so it is visible to travelers along I-95. Without a variance and due to the elevation of the portion of the highway that abuts the Site, the sign would not even be visible from I-95 as its elevation would sit below I-95. In

addition, the proposed orientation of the sign faces I-95 and a portion of downtown to its north that contains institutional and industrial uses. It will have absolutely no impact on residential neighborhoods. The sign itself will not be visible from the South End as it is oriented the opposite direction. The connector to the west of the Site rises to an even higher elevation than the portion of the highway that abuts the Site. The Amphitheater, Harbor Yard Arena, the railroad tracks and Bridgeport Harbor buffer the Site to the East. Regarding the distance between outdoor advertising signs, the proposed sign is located within this distance to an existing billboard that sits in the middle of the connector. However, the proposed distance is in complete conformity with the billboards along I-95. In fact, the sign located in the middle of the connector at Exit 27A is only approximately Six hundred feet (600') apart from another existing billboard to the west, which is almost Two hundred feet (200') less than the distance proposed in the Application. Without a variance, the Regulations would prevent any outdoor sign in proximity to the Amphitheater.

For the reasons stated above, the Petitioner respectfully requests approval of the Application for the above-stated variances.

Sincerely,

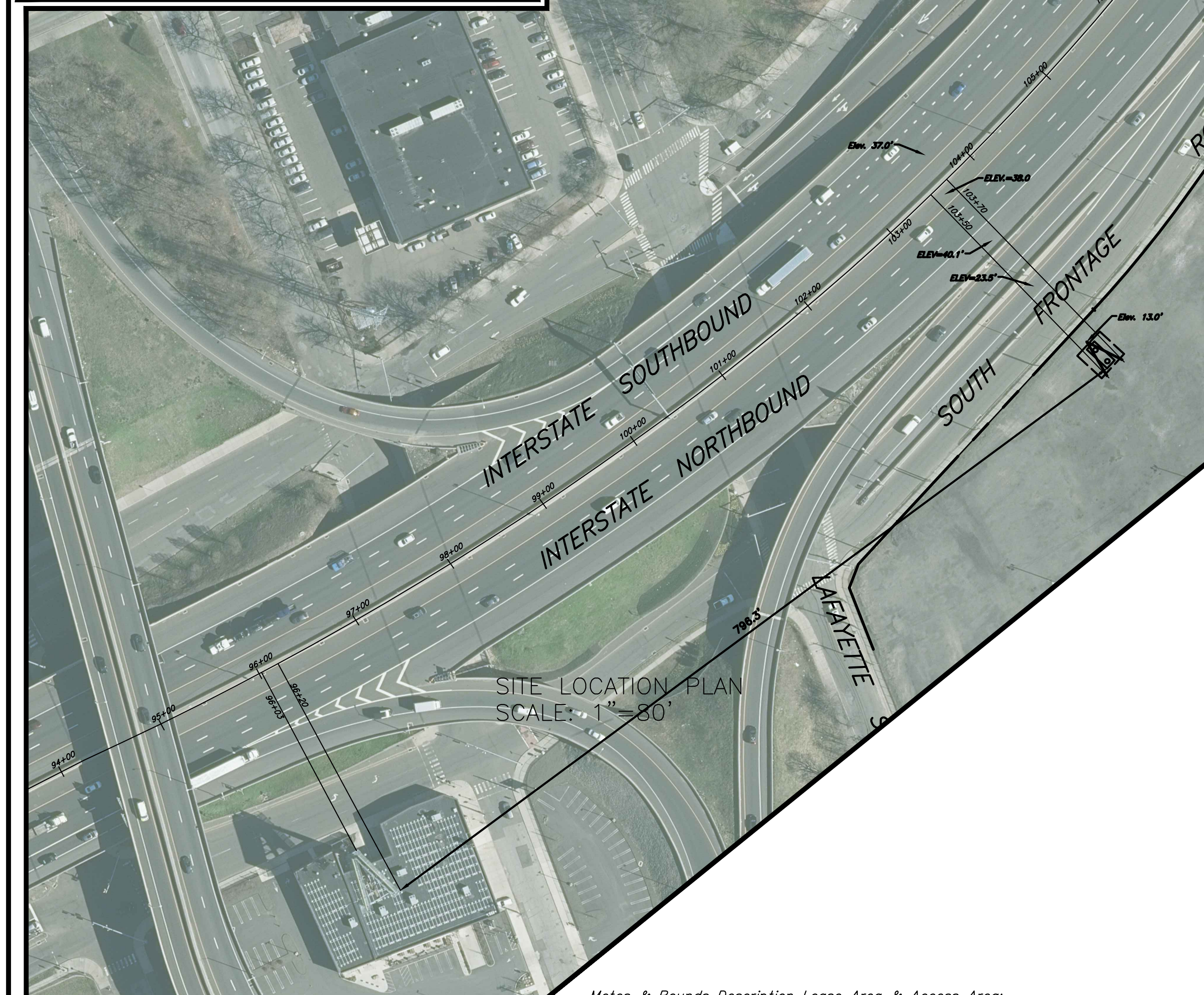


Christopher Russo

500 MAIN ST 100' NEIGHBORS LIST

PROPERTY ADDRESS	OWNER'S NAME	MAILING ADDRESS	CITY	STATE	ZIP CODE
500 MAIN ST	CITY OF BRIDGEPORT - BASEBALL ST HOUSING AUTHORITY OF THE CITY	45 LYON TER	BRIDGEPORT	CT	06604
ALLEN ST	OF BRIDGEPORT (BHA)	376 EAST WASHINGTON AVE	BRIDGEPORT	CT	06608
600 MAIN ST	CITY OF BRIDGEPORT	45 LYON TER	BRIDGEPORT	CT	06604
524 LAFAYETTE ST	CITY OF BRIDGEPORT	45 LYON TER	BRIDGEPORT	CT	06604

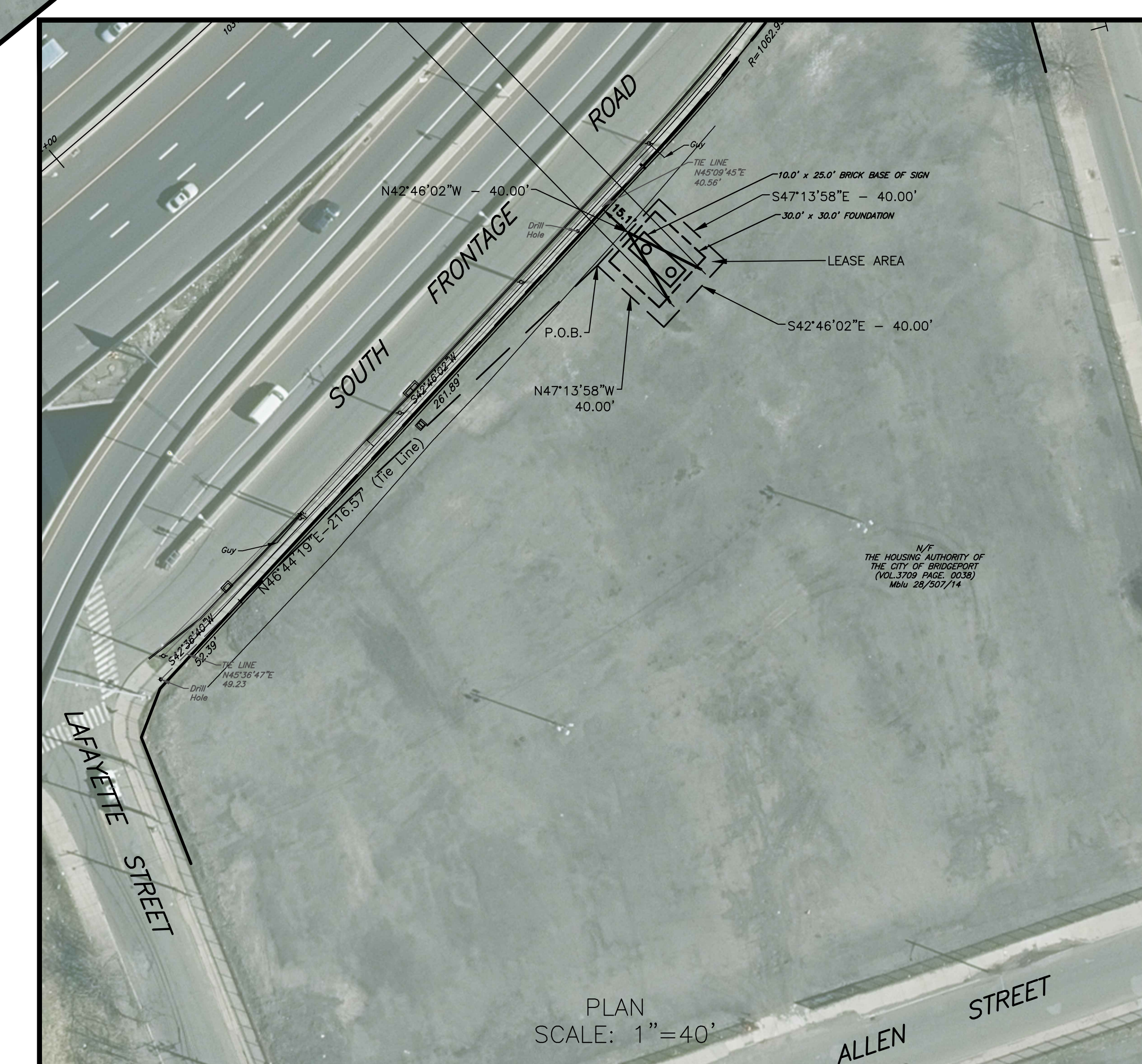
LEGEND	
	Property / Street Line
	Easement / Right of Way Line
	Stone Wall
	Wire / Chain Link Fence
	Wood / Rail Fence
	Water Course
	Existing Contour
	PROPOSED CONTOUR
	PROPOSED SILHOUETTE
	Underground Electric Line
	Overhead Wires
	Gas Line
	Sanitary Sewer Line
	Storm Sewer Line
	Telephone Line
	Water Line
	Tree Line
	Existing Structure
	PROPOSED CONST. ENTRANCE
	Concrete Monument / TO BE SET
	Iron Pipe
	Iron Pin / TO BE SET
	LOT NUMBER (TYPICAL)
	Now or Formerly
	Type 'C' Catch Basin / PROPOSED
	Type 'C-L' Catch Basin / PROPOSED
	Utility Pole
	Fire Hydrant
	Light Pole
	Wetlands
	Existing Spot Grade
	PROPOSED SPOT GRADE
	Hatch
	Water Gate
	Gas Gate
	Existing Text - Lower Case "Italic" Letters
	PROPOSED TEXT - UPPER CASE "BOLD" LETTERS



SITE LOCATION PLAN
SCALE: 1"=80'

Metes & Bounds Description Lease Area & Access Area:
 All that certain piece or parcel of land, together with all buildings and improvements thereon, situated in the City of Bridgeport, State of Connecticut depicted on a map entitled "Improvement Location Survey - Proposed, Prepared For Outfront Media, South Frontage Road, Bridgeport, Connecticut, prepared by Godfrey Hoffman Hodge, LLC and dated March 13, 2021, bounded and described as follows:

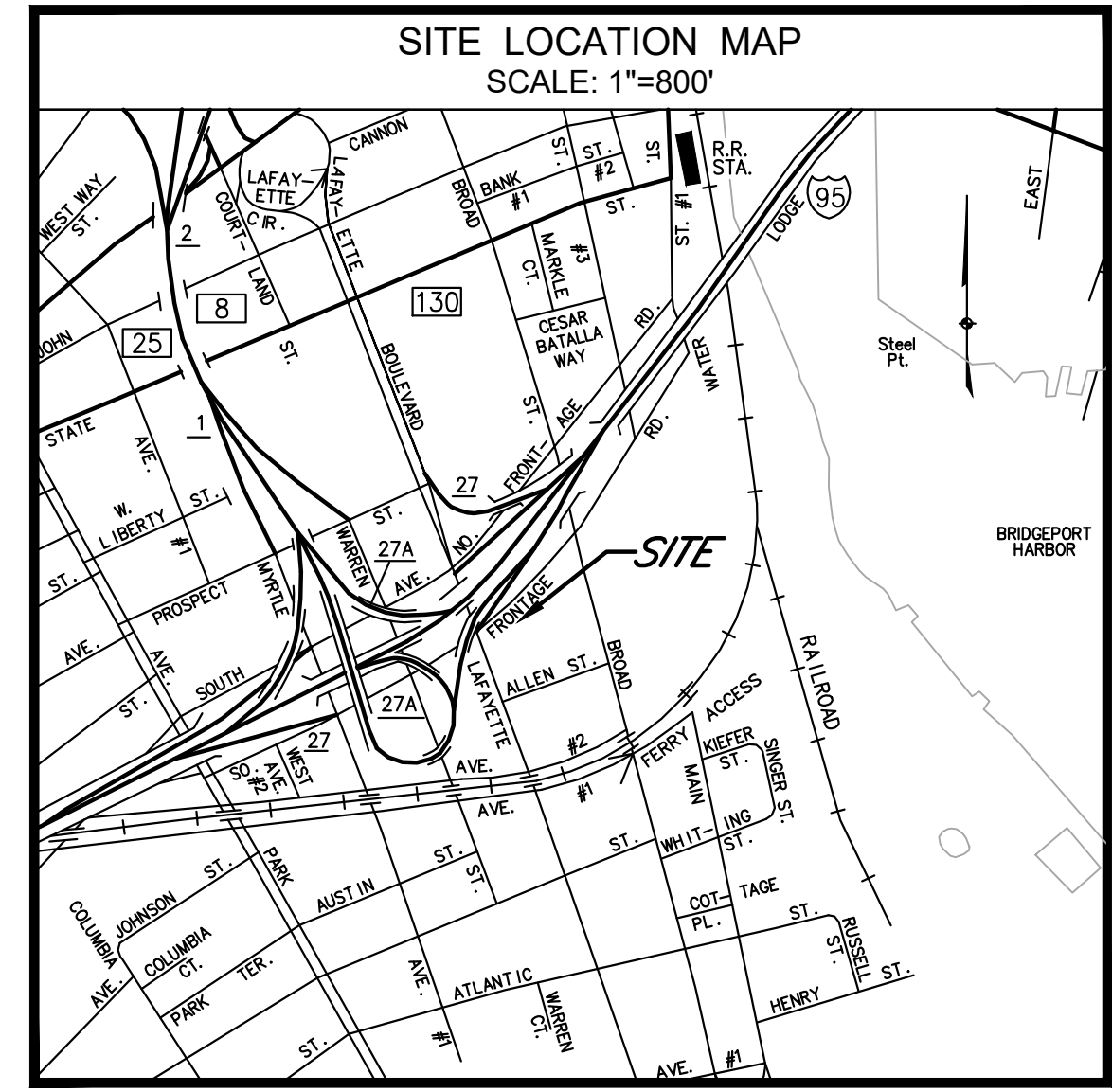
Lease Area:
 Beginning at the easterly corner of herein described parcel, said point being North 46 degrees 44 minutes 19 seconds East, 216.57 feet from an angle point in the highway line of South Frontage Road and being marked P.O.B.;
 Thence; North 42 degrees 46 minutes 02 seconds East, through land now or formerly of The Housing Authority of the City of Bridgeport, a distance of 40.00 feet;
 Thence; South 47 degrees 13 minutes 58 seconds East, through land now or formerly of The Housing Authority of the City of Bridgeport, a distance of 40.00 feet;
 Thence; South 42 degrees 46 minutes 02 seconds West, through land now or formerly of The Housing Authority of the City of Bridgeport, a distance of 40.00 feet;
 Thence; North 47 degrees 13 minutes 58 seconds West, through land now or formerly of The Housing Authority of the City of Bridgeport, a distance of 40.00 feet to the point and place of beginning.
 Said parcel contains 1,600 Square Feet.



PLAN
SCALE: 1"=40'

DVD-TOD SIGNAGE REQUIREMENTS

Standard	Required	Existing	Proposed
Total ABHY Sign Area (SF)	8,500 SF		N/A
On-Premise, Flush Mounted			N/A
Roof Signs Max Sign Area (SF)	20,000 SF		N/A
Max Wall Sign Projection from Face (In.)	24"		N/A
Max Wall Sign Projection Above Main Roof Line (Ft)	8'		N/A
Max Signage per Building (SF)	2,500 SF		N/A
Max Ground Sign Height (Ft)			50'+
Within 50' of traffic signal	8'		
1' of additional height per 12' setback from traffic signal			N/A
Max Face of Ground Sign Area	32 SF		80 SF
Max Pole Sign Height (Ft)	25'		100'
Min Pole Sign Height to Bottom of Sign (Ft)	10'		75'
Max Face of Pole Sign Area (SF)	64 SF		900 SF per face
Max Outdoor Advertising Sign Area	900 SF per face		900 SF per face
Height above I-95 Surface at Point Nearest Advertising Sign	60'		73'
Distance from billboard south of I-95	1000'		796'



- NOTES:**
- THIS MAP AND SURVEY HAVE BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-300B-1 THRU 20-300B-20, THE MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT EFFECTIVE JUNE 21, 1996, AMENDED OCTOBER 26, 2018.
 - THE HORIZONTAL ACCURACY CONFORMS TO CLASS "A-2" FOR THE PROPERTY LINES AND PROPOSED EASEMENT LINES. THE HORIZONTAL ACCURACY FOR THE STATE OF CT STATIONING IS CLASS "2".
 - THE BOUNDARY DETERMINATION CATEGORY IS A "RESURVEY".
 - THE TYPE OF SURVEY IS A "IMPROVEMENT LOCATION SURVEY".
 - ALL MONUMENTATION FOUND OR SET IS DEPICTED ON THIS MAP.
 - THE NORTH ARROW, BEARINGS, AND COORDINATES ARE BASED UPON THE CONNECTICUT STATE PLANE COORDINATE SYSTEM, NAD 83 UTILIZING THE STATE OF CONNECTICUT ACORN GPS NETWORK.
 - ELEVATIONS BASED ON NAVD 88 DATUM AS PER THE STATE OF CONNECTICUT LIDAR DATA AND FIELD VERIFIED BY GHH.
 - REFERENCE MAP(S):
 - RIGHT OF WAY SURVEY, MAP SHOWING LAND ACQUIRED FROM THE HOUSING AUTHORITY OF THE CITY OF BRIDGEPORT, BY THE STATE OF CONNECTICUT HIGHWAY DEPARTMENT DATED: NOV. 25, 1966
 - PLAN OF CONSTRUCTION OF CONNECTICUT ROUTE 25 BY THE STATE OF CONNECTICUT HIGHWAY DEPARTMENT DATED: AUG. 3, 1965
 - UNDERGROUND UTILITY, STRUCTURE AND FACILITY LOCATIONS DEPICTED AND NOTED HEREON MAY HAVE BEEN COMPILED, IN PART, FROM RECORD MAPPING SUPPLIED BY THE RESPECTIVE UTILITY COMPANIES OR GOVERNMENTAL AGENCIES, FROM PAROLE TESTIMONY AND FROM OTHER SOURCES. THESE LOCATIONS MUST BE CONSIDERED AS APPROXIMATE IN NATURE. ADDITIONALLY, OTHER SUCH FEATURES MAY EXIST ON THE SITE, THE LOCATIONS OF WHICH ARE UNKNOWN TO GODFREY-HOFFMAN HODGE, LLC. THE SIZE, LOCATION AND EXISTENCE OF ALL SUCH FEATURES MUST BE FIELD DETERMINED AND VERIFIED BY THE APPROPRIATE AUTHORITIES PRIOR TO CONSTRUCTION. CALL BEFORE YOU DIG 1-800-922-4455.

FOR REVIEW ONLY

TO: OUTFRONT MEDIA
 TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.
 NOT VALID WITHOUT LIVE SIGNATURE AND SEAL.

- NOTES:**
- THE CLOSEST BILLBOARD TO THE NORTH (ARENA) IS 551 FEET.
 - THE CLOSEST BILLBOARD TO THE SOUTH IS 730 FEET.
 - ALL DISTANCES MEASURED ALONG THE HIGHWAY CENTERLINE BASELINE.
 - NO EQUIPMENT BUILDING IS PROPOSED.
 - NO PERIMETER FENCING IS PROPOSED.
 - NO LANDSCAPING IS PROPOSED.
 - ACCESS AREA IS SUBJECT TO CHANGE IF THE PROPERTY IS DEVELOPED.

ALL WORK, LABOR, AND MATERIALS TO BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES AND LAWS WHICH SHALL TAKE PRECEDENCE OVER THESE DRAWINGS IN THE EVENT OF ERRORS AND/OR OMISSIONS HEREIN.

THE WORD "CERTIFY" OR "DECLARE" IS UNDERSTOOD TO BE AN EXPRESSION OF PROFESSIONAL OPINION BY THE LAND SURVEYOR AND/OR ENGINEER, WHICH IS BASED ON THEIR BEST KNOWLEDGE, INFORMATION AND BELIEF, AS SUCH IT CONSTITUTES NEITHER A GUARANTEE OR WARRANTY.

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NO.	DATE	DESCRIPTION
4	9-08-21	ZONING CHART REVISED & DIMENSION ADDED
3	8-08-21	ZONING CHART ADDED
2	7-08-21	ELEVATIONS ADDED, & SIGN REVISED
1	4-16-21	ACCESS AREA REMOVED
NO.	DATE	DESCRIPTION

IMPROVEMENT LOCATION SURVEY - PROPOSED
 PREPARED FOR
OUTFRONT MEDIA
 SOUTH FRONTAGE ROAD
 BRIDGEPORT, CONNECTICUT

GODFREY HOFFMAN HODGE, LLC
 PROFESSIONAL LAND SURVEYORS & CIVIL ENGINEERS
 28 BROADWAY NORTH HAVEN, CT 06473. TEL: 203.239.4217 - WWW.GODFREYHOFFMAN.COM
 1783 FARMINGTON AVENUE, UNIONVILLE, CT 06085. TEL: 860.673.0444 - WWW.HODGELLIC.COM

DRAWN BY: CAD
 CHECKED BY: AH
 DATE: 3-13-2021
 SCALE: 1"=40'
 PROJECT: 21-030
 DRAWING:
11