

Connecticut Department of

**ENERGY &  
ENVIRONMENTAL  
PROTECTION**

**Bureau of Water Protection and Land Reuse**

April 29, 2014

Luella W. Davis  
P.O. Box 1080  
Greens Farms, CT 06838

And

Dichello Construction, LLC  
c/o Pasquale Dichello  
312 Scott Swamp Road, Unit 15  
Farmington, CT, 06032

**Re: Consent Order No. LIS-2013-3583-V, 60 Beachside Avenue  
Town: Westport**

Dear Mrs. Davis & Mr. Dichello:

Please find enclosed a signed Consent Order that addresses violations of law arising at property located at 60 Beachside Avenue, Westport, Connecticut. The Consent Order requires the payment of a civil penalty in the form of a Supplement Environmental Project (SEP) to the Long Island Sound SEP Account in the amount of \$5,000 no later than 30 days after the date the Commissioner signed the Consent Order.

If you have any further question, please do not hesitate to contact me at (860) 424-3626. Thank you.

Sincerely,

Kevin Zawoy, Environmental Analyst  
Office of Long Island Sound Programs  
Bureau of Water Protection and Land Reuse

KZ/

Enclosure – Consent Order #LIS-2013-3583-V



STATE OF CONNECTICUT

File # LIS-2013-3583-V

Date of Issuance: April 29, 2014

v.

LUELLA W. DAVIS

AND

DICHELLO CONSTRUCTION, LLC

CONSENT ORDER

A. With the agreement of Luella W. Davis and Dichello Construction, LLC ("the Respondents"), the Commissioner of Energy & Environmental Protection ("the Commissioner") finds:

1. Luella W. Davis is the owner of the property located at 60 Beachside Avenue in Westport, Connecticut ("the property"). The property is located adjacent to Long Island Sound, a tidal, coastal and navigable water of the State. The property includes wetlands as defined by section 22a-29 of the Connecticut General Statutes ("CGS").
2. Luella W. Davis hired the contractor Dichello Construction, LLC to conduct the work along the shoreline of the property as described in paragraph A.3., below.
3. On or before November 15, 2013, without authorization, Dichello Construction, LLC constructed a stone access ramp along the northernmost corner of the property and utilized mechanized equipment to place large stones against the existing seawall at the property. In certain areas, the work was undertaken waterward of the Coastal Jurisdiction Line ("CJL") and in some locations the equipment traversed areas of wetlands. Approximately 500 cubic yards of stone were placed waterward of the existing low lying seawall over approximately 760 linear feet of shoreline at the property.

4. The Office of Long Island Sound Programs of the Department of Energy and Environmental Protection (“DEEP”) issued a Notice of Violation (NOV No. LIS-2013-3583-V) to the Respondents (“NOV”) arising from its inspection of the property on November 15, 2013.
  5. The property and the location of the work described in paragraph A.3., above, shall hereinafter be referred to as "the site".
  6. Respondents have not received a certificate or permit from the Commissioner under sections 22a-361 and 22a-32 of the CGS for the placement of the stone fill along the shoreline of the site described in paragraph A.3.
  7. The Respondents have not received a lawful coastal site plan approval from the Town of Westport for the placement of the stone fill material described in paragraph A.3., above, pursuant to sections 22a-105, 22a-106, and 22a-109 of the CGS.
  8. The placement of the stone fill has resulted in the creation of a public nuisance pursuant to section 22a-108 of the CGS.
  9. In compliance with the NOV, Respondents submitted a “Restoration Plan” in the form of letters dated February 26, 2014 and March 7, 2014 prepared by Roberge Associates Coastal Engineers, LLC. The February 26, 2014 submission included a written proposal to remove approximately 500 cubic yards of stone fill material placed along the shoreline of the site and a survey map entitled “Shoreline Restoration Plan, Typical Shoreline & Shoreline Restoration Section.” The March 7, 2014 submission contained revisions to the written plan which included the removal of a construction access ramp and approximately 12 to 15 (18” to 24” in diameter) stones from an area of tidal wetlands. The March 7, 2014 submission also included revised survey maps, sheet R-01 entitled “Shoreline Restoration Plan” dated February 26, 2014 and sheet R-02 entitled “Existing Shoreline & Restoration Shoreline Sections, dated March 4, 2014.
  10. The Commissioner hereby approves the Restoration Plan proposed in the February 26 and March 7, 2014 letters and authorizes the work proposed therein upon issuance of this Consent Order.
  11. By agreeing to the issuance of this Consent Order, the Respondents make no admission of fact or law with respect to the matters addressed herein.
- B. With the agreement of the Respondents, the Commissioner, acting under CGS sections 22a-6 and sections 22a-361 and 22a-32, orders Respondents as follows:

1. Implementation of the Restoration Plan. Not later than October 1, 2014, unless otherwise authorized by the Commissioner in writing, Respondents shall have completed all of the restoration activities identified in the "Restoration Plan" as described in paragraph A.9., above, which includes the February 26, 2014 letter and survey and the March 7, 2014 letter and survey included as Attachment "A" to this document.
2. No Additional Work. Except as set forth in the Restoration Plan, Respondents shall not conduct any work waterward of the coastal jurisdiction line or in tidal wetlands at the site without prior written authorization of the Commissioner in accordance with CGS sections 22a-361 and 22a-32.
3. Full compliance. Respondents shall not be considered in full compliance with this Consent Order until all actions required by this Consent Order have been completed as approved and to the satisfaction of the Commissioner.
4. Supplemental Environmental Project.
  - a. The Respondents have agreed to fund a supplemental environmental project ("SEP") or projects as selected by the Department according to its February 15, 1996 "Policy on Supplemental Environmental Projects." Therefore, on or before thirty (30) days after the date of issuance of this Consent Order, the Respondents shall pay \$ 5,000 to the Long Island Sound SEP Account. The payment shall be mailed or personally delivered to the Department of Energy & Environmental Protection, Bureau of Financial and Support Services, Accounts Receivable Office, 79 Elm Street, Hartford, Connecticut 06106-5127, and shall be by certified or bank check payable to the "Treasurer, State of Connecticut," with notation thereon "Long Island Sound SEP Account" and "Consent Order No. LIS-2013-3583-V."
  - b. If the Respondents fail to fund the SEP in accordance with paragraph 4.a. above, the Respondents shall immediately pay a civil penalty of \$5,750. The Respondents shall pay such civil penalty in accordance with the provisions of paragraph B.5 of this Consent Order.
  - c. The Respondents shall not claim or represent that any SEP payment made pursuant to this Consent Order constitutes an ordinary business expense or charitable contribution or any other type of tax deductible expense, and the Respondents shall not seek or obtain any other tax benefit such as a tax credit as a result of the payment under this paragraph.
  - d. If and when the Respondents disseminate any publicity, including but not limited to any press releases regarding funding a SEP, the Respondents shall include a statement

that such funding is in partial settlement of an enforcement action brought by the Commissioner.

5. Payment of penalties. Payment of penalties under this Consent Order shall be mailed or personally delivered to the "Connecticut Department of Energy & Environmental Protection," Financial Management Office, 79 Elm Street, Hartford, CT 06106-5127, and shall be by certified or bank check payable to the Connecticut Department of Energy & Environmental Protection. The check shall state on its face, "Office of Long Island Sound Programs, Consent Order No. LIS-2013-3583-V."
6. Approvals. Respondents shall use best efforts to submit to the Commissioner all documents required by this Consent Order in a complete and approvable form. If the Commissioner notifies the Respondents that any document or other action is deficient, and does not approve it with conditions or modifications, it is deemed disapproved, and Respondents shall correct the deficiencies and resubmit it within the time specified by the Commissioner or, if no time is specified by the Commissioner, within thirty days of the Commissioner's notice of deficiencies. In approving any document or other action under this Consent Order, the Commissioner may approve the document or other action as submitted or performed or with such conditions or modifications as the Commissioner deems necessary to carry out the purposes of this Consent Order. Nothing in this paragraph shall excuse noncompliance or delay.
7. Definitions. As used in this Consent Order, "Commissioner" means the Commissioner of Energy & Environmental Protection or an agent of the Commissioner. The date of "issuance" of this Consent Order is the date the Order is deposited in the mail or personally delivered to the Respondents, whichever is earlier.
8. Dates. The date of submission to the Commissioner of any document required by this Consent Order shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this Consent Order, including but not limited to notice of approval or disapproval of any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier.
9. Except as otherwise specified in this Consent Order, the word "day" as used in this Order means calendar day. Any document or action which is required by this Order to be submitted or performed by a date which falls on a Saturday, Sunday or a Connecticut or federal legal holiday shall be submitted or performed on or before the next day which is not a Saturday, Sunday, or Connecticut or federal holiday.
10. Notification of noncompliance. In the event that Respondents become aware that they did not or may not comply, or did not or may not comply on time, with any requirement of

this Consent Order or of any document required hereunder, Respondents shall immediately notify the Commissioner and shall take all reasonable steps to ensure that any noncompliance or delay is avoided or, if unavoidable, is minimized to the greatest extent possible. In so notifying the Commissioner, Respondents shall state in writing the reasons for the noncompliance or delay and propose, for the review and written approval of the Commissioner, dates by which compliance will be achieved, and Respondents shall comply with any dates which may be approved in writing by the Commissioner. Notification by Respondents shall not excuse noncompliance or delay. The Commissioner's approval of any revised compliance dates shall not excuse noncompliance or delay unless specifically so stated by the Commissioner in writing.

11. Certification of documents. Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this Consent Order shall be signed by a duly authorized representative of the Respondents and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows: "I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of those individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statement made in the submitted information may be punishable as a criminal offense in accordance with CGS Section 22a-6, under CGS Section 53a-157b and in accordance with any other applicable statute."
12. Noncompliance. This Consent Order is a final order of the Commissioner with respect to the matters addressed herein, and is nonappealable and immediately enforceable. Failure to comply with this Consent Order may subject Respondents to an injunction and penalties under Chapters 439, and 446i of the CGS.
13. False statements. Any false statement in any information submitted pursuant to this Consent Order may be punishable as a criminal offense in accordance with CGS section 22a-6, under CGS section 53a-157b.
14. Notice of transfer; liability of Respondents and others. Until Respondents have fully complied with this Consent Order, Respondents shall notify the Commissioner in writing no later than fifteen days after transferring all or any portion of the site, structures, obstructions, encroachments, fill, operations or facilities which are the subject of this Consent Order, or obtaining a new mailing or location address. Respondents' obligations under this Consent Order shall not be affected by the passage of title to the site to any other person or municipality. A future owner of the site may be subject to the issuance of an Order from the Commissioner.

15. Commissioner's powers. Nothing in this Consent Order shall affect the Commissioner's authority to institute any proceeding or take any action to prevent or abate violations of law, prevent or abate pollution, recover costs and damages for adverse impacts to natural resources and to impose penalties for violations of law, including but not limited to violations of any permit issued by the Commissioner. If at any time the Commissioner determines that the actions taken by Respondents pursuant to this Consent Order have not successfully corrected all violations, the Commissioner may institute any proceeding to require Respondents to undertake further investigation or further action to correct violations.
16. Respondents' obligations under law. Nothing in this Consent Order shall relieve Respondents of other obligations under applicable federal, state and local law.
17. No assurance by Commissioner. No provision of this Consent Order or inaction by the Commissioner shall be construed to constitute an assurance by the Commissioner that the corrective actions taken by Respondents pursuant to this Order will result in compliance with regard to any statute, regulation, permit, order or other authorization not identified hereunder.
18. Access to site. Any representative of the Department of Energy & Environmental Protection may enter the site without prior notice for the purposes of monitoring and enforcing the actions required or allowed by this Consent Order.
19. No effect on rights of other persons. This Consent Order shall neither create nor affect any rights of persons who or municipalities which are not parties to this Consent Order.
20. Notice to Commissioner of changes. Within fifteen days of the date Respondents become aware of a material change in any information submitted to the Commissioner under this Consent Order, or that any such information was inaccurate or misleading or that any relevant information was omitted, Respondents shall submit the correct or omitted information to the Commissioner.
21. Submission of documents. Any document required to be submitted to the Commissioner under this Consent Order or any contact required to be made with the Commissioner shall, unless otherwise specified in writing by the Commissioner, be directed to:

Kevin Zawoy  
Department of Energy & Environmental Protection  
Office of Long Island Sound Programs  
79 Elm Street  
Hartford, CT 06106-5127  
(860) 424-3626  
Fax # (860) 424-4054

22. Joint and Several Liability. The Respondents shall be jointly and severally liable for compliance with this Consent Order.

Respondents consent to the issuance of this Consent Order without further notice.

  
\_\_\_\_\_

Luella W. Davis

  
\_\_\_\_\_

Date

Respondents consent to the issuance of this Consent Order without further notice.

  
\_\_\_\_\_  
Dichello Construction, LLC  
c/o Pasquale Dichello, Member  
  
APRIL 8 - 14  
Date

Issued as a final order of the Commissioner of Energy & Environmental Protection on

April 28, 2014.

*Susan Whalen Deputy Commissioner*  
for Macky McCleary  
Deputy Commissioner



611 Access Road  
Stratford, CT 06615  
Tel: 203.377.0663  
Fax: 203.375.6561

State of Connecticut  
Department of Energy and Environmental Protection  
Office of Long Island Sound Programs  
79 Elm Street – 3<sup>rd</sup> Floor  
Hartford, CT 06106-5127

February 26, 2014

Attention: Mr. Kevin Zawoy, Environmental Analyst

Reference: **Notice of Non-Compliance Summary Sheet: LIS-2013-3583-V**  
60 Beachside Avenue – Westport, CT

Dear Mr. Zawoy:

**Roberge Associates Coastal Engineers, LLC (RACE)**, on behalf of the Property Owner, L.W. Davis, is pleased to submit this Shoreline Restoration Plan, for the subject property. The plan specifically addresses the issues identified in Notice of Non Compliance Summary Sheet: LIS-2013-3583-V as well as discussions made during a February 11, 2014 site visit with the Town of Westport, DEEP staff, and Property Owner representatives. The proposed restoration work includes:

- Temporary installation of silt fencing to identify work limits
- Removal of approximately 760+/- l.f. of revetment stone estimated at 500+/- c.y. waterward of an existing seawall
- Removal of displaced stones from tidal vegetation

The following paragraphs describe the scope of the Shoreline Restoration Plan work including existing site conditions, construction methodology, and proposed work schedule. An overall Shoreline Restoration Plan conceptual drawing can be seen on attached Drawing R-01.

### **1. Site Description**

The existing site is a 5.8+/- acre residential property located on the South side of Beachside Avenue in Westport, CT. The site is bounded by Beachside Avenue to the north, a residential property to the east, a public access easement to the West and Long Island Sound to the South. Upland features include a two-story stone masonry dwelling, garage structures, lawn, and landscaped areas. A privacy stonewall borders the North, East, and West property limits of the site. The coastline of the site is best characterized by the shoreline erosion control structures that wrap this area of shoreline. A low-lying field stone and mortar seawall is located at the West end of the shoreline and extends south and east to the approximate midpoint of the shoreline. At this location, the wall construction changes to concrete and continues around a geographical headland formation, to the East property boundary. A stone revetment is located landward of these seawall structures. An existing osprey nesting platform is located landward of the upland revetment at the approximate midpoint of the shoreline. Coastal resources on and adjacent to the site include tidal wetland areas, coastal hazard areas, beaches, and rocky shorefronts.

Approximately 500 c.y. of revetment stone was placed seaward of the low lying seawall structures in an effort to support the seawalls from apparent undermining and deteriorating conditions. This, approximately 760<sup>2</sup>+/- linear feet of revetment stone, is the subject of the referenced Notice of Non-Compliance.

## 2. Restoration Activities

### 2.1. *Site Access*

Restoration activities will take place from land and will require the use of land based machinery including excavators, loaders, and trucks. Access to the shoreline will come through the existing upland gravel driveway, along the East end of the property to the headland feature of the site. Equipment will be brought over the existing revetments down to the rocky beach area below. Prior to the start of any shoreline restoration work, the Contractor shall install temporary silt fencing in restoration areas. Fencing shall act as the construction access limits during all phases of restoration. At no time shall contractor equipment be operated or staged waterward of these limits. Fencing shall be located 10' waterward of the toe of the subject revetment area or seawall required to be transited to reach a restoration area. The fencing will be installed only as required to reach a given restoration area. Following restoration activities of a given area, fencing may be removed and utilized to access the next reach of shoreline to be restored. At no time will the access area be located through tidal wetland vegetation. Silt fencing will be installed using small hand tools or small track bearing equipment. Following restoration activities, all silt fencing will be removed from the site.

### 2.2. *Shoreline Restoration*

Restoration work will take place along the shoreline as shown on the attached Shoreline Restoration Plan. Existing revetment stone will be removed from its location waterward of the existing seawalls in 100'+/- increments and temporarily stockpiled within the construction limit fencing. Each 100'+/- swath of exposed seawall will then be inspected by an Engineer familiar with coastal structures to determine if emergency repairs may be required to support the wall. Should an Engineer determine that certain areas of wall require immediate shoring, selective revetment stones may be reset following Emergency Authorization from DEEP and the Town of Westport. Following seawall inspection, revetment stones not reset will be transported by way of a loader, to the upland stockpile area. At no time will the revetment stones be staged waterward of the construction limit fencing.

It has been noted in Notice of Non-Compliance LIS-2013-3583-V that additional stone was placed within tidal vegetation on-site. Based on discussions with the Owner, these stones were not placed as a result of the recent wall shoring activities but were displaced from the upland stone revetment by turbulent wave action generated by Hurricane Irene and Hurricane Sandy in 2011 and 2012 respectively. In an effort to restore the tidal wetland vegetation to their pre-storm conditions, stones in these areas will be removed by hand and reset within the upland stone revetment. These stones can be seen on Photo 1 of the attached Shoreline Restoration Plan.

### 2.3. *Project Schedule*

It is anticipated that the Restoration Work will commence following DEEP and Town approvals. Scheduling will be coordinated with the DEEP Wildlife Division to address scheduling issues related to the on-site osprey nesting platform. It is anticipated that the restoration work will be sequenced as follows:

1. Mobilize Restoration Contractor
2. Install Construction Limit Fencing As Required to Reach Restoration Areas
3. Remove Stone subject to Notice of Non-Compliance LIS-2013-3583-V
4. Remove Displaced Stones in Tidal Vegetation

5. Remove Remaining Construction Limit Fencing

The proposed schedule is subject to change pending weather, tidal fluctuations, and Restoration Plan approval from DEEP and the Town of Westport.

We anticipate that the identified Restoration Plan, construction methodology, and project schedule is sufficient for implementation. Should any additional questions arise or additional information be requested, please contact the undersigned at this Office

Very truly yours,  
Roberge Associates Coastal Engineers, LLC



Devin J. Santa, PE  
President

Encl: Drawing R-01, Shoreline Restoration Plan

CC: L.W. Davis  
Mr. Gregory Sharp  
Mr. Richard Berkowitz  
Mr. Pat Dichello  
Ms. Michelle Perillie



611 Access Road  
Stratford, CT 06615  
Tel: 203.377.0663  
Fax: 203.375.6561

**ROBERGE ASSOCIATES**  
**Coastal Engineers, LLC**

State of Connecticut  
Department of Energy and Environmental Protection  
Office of Long Island Sound Programs  
79 Elm Street – 3<sup>rd</sup> Floor  
Hartford, CT 06106-5127

March 7, 2014

Attention: Mr. Kevin Zawoy, Environmental Analyst

Reference: **Shoreline Restoration Plan**  
**Notice of Non-Compliance Summary Sheet: LIS-2013-3583-V**  
60 Beachside Avenue – Westport, CT

Dear Mr. Zawoy:

**Roberge Associates Coastal Engineers, LLC (RACE)**, on behalf of the Property Owner, L.W. Davis, is pleased to submit this revised Shoreline Restoration Plan, for implementation at 60 Beachside Avenue, Westport, CT. Revisions to the Restoration Plan have been made based on discussions between Property Owner representatives and DEEP following the original Plan submittal on February 26, 2014. The revised Restoration Plan specifically includes:

- An existing/restoration section taken at the construction access path ramp area
- A Ramp Restoration narrative
- A revised Shoreline Restoration narrative detailing the alternative of removing and resetting non-compliant stones within the revetment landward of the seawall to fill voids left from apparent turbulent wave action
- A revised Site Access narrative requiring work to take place during periods of low water or as the tide allows
- A revised note indicating the removal of approximately 12-15 stones (18"-24" in diameter) from the identified tidal vegetation area shown in Photo 1 of the Restoration Plan

Further discussions between Property Owner representatives, DEEP, and the Town of Westport, have determined the need for a proposed restoration schedule that has been provided below. This schedule has been developed based on recommendations by the DEEP Wildlife Division and takes into consideration scheduling work around the on-site osprey nesting platform that is located at the approximate midpoint of the shoreline.

### **Project Schedule**

Work will begin prior to the inhabitation of osprey on the nesting platform, and following DEEP and Town of Westport approval. Once the ospreys have inhabited the platform, expected to be on or about **March 21**, work will temporarily cease until all of the osprey young are fledged or the nest has fallen, estimated to be sometime in **mid-July**. Following nest vacancy, work will recommence and will expect to be completed by **October 1**, barring weather and/or unforeseen circumstances. Consideration was given to working in areas not in the direct vicinity of the nesting

platform during osprey inhabitation however, this alternative was rejected as the required safe working radius, as recommended by the DEEP Wildlife Division, was approximately 660 ft., effectively eliminating the entire restoration area.

We anticipate that this additional information will be sufficient for DEEP and Town of Westport approval. Should any additional questions arise or additional information be requested, please contact the undersigned at this Office.

Very truly yours,  
Roberge Associates Coastal Engineers, LLC



Devin J. Santa, PE  
President

Encl: Drawing R-01, Shoreline Restoration Plan, Revised 3-4-2014  
Drawing R-02, Existing & Restoration Sections, Dated 3-4-2014

CC: L.W. Davis  
Mr. Gregory Sharp  
Mr. Richard Berkowitz  
Mr. Pat Dichello  
Ms. Michelle Perillie



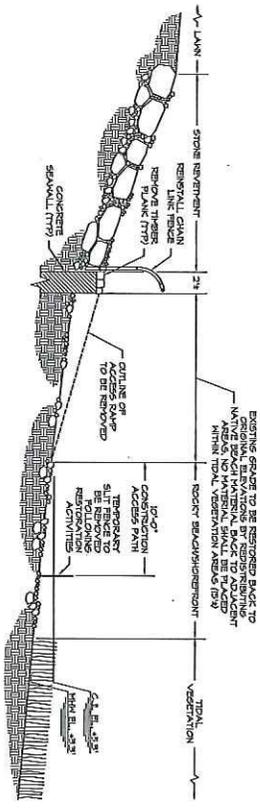
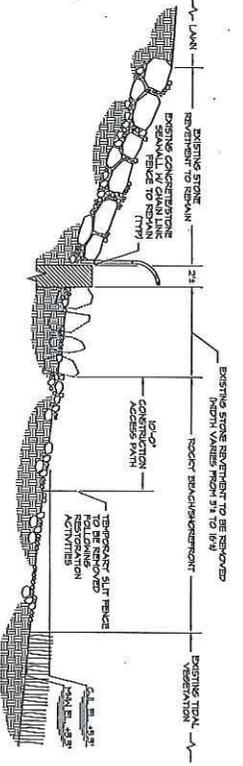
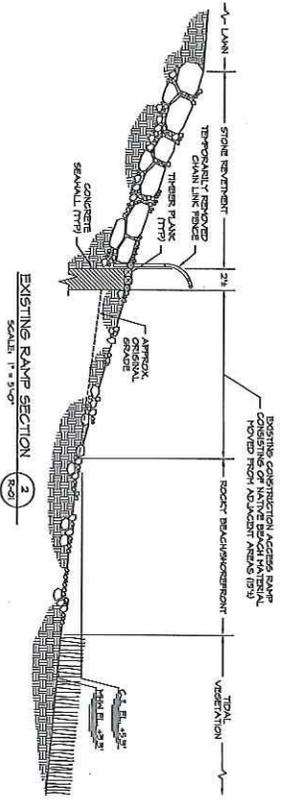
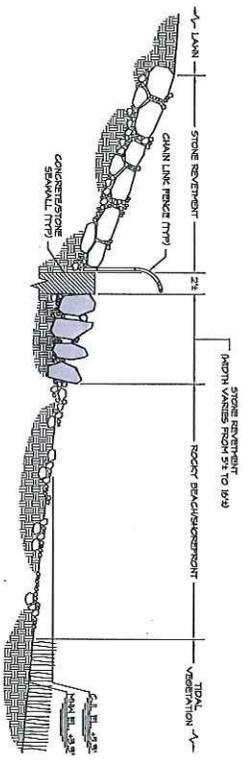


PHOTO 1  
APPROXIMATELY 12-15 STONES, 18-24" IN DIAMETER, SHALL BE REMOVED BY HAND FROM THE TIDAL RESTORATION SECTION IN PHOTO 1.

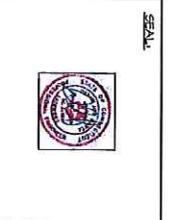
| REV. | REVISION | BY | DATE |
|------|----------|----|------|
|      |          |    |      |
|      |          |    |      |
|      |          |    |      |
|      |          |    |      |
|      |          |    |      |
|      |          |    |      |
|      |          |    |      |
|      |          |    |      |
|      |          |    |      |

**OWNERSHIP AND CONDITIONS OF USE:**  
 These drawings, specifications, or statements of professional engineering or architectural services are prepared by the undersigned professional engineer or architect and are intended to be used only for the project and site conditions specifically identified in the contract documents. No part of these drawings, specifications, or statements shall be used for any other project or site conditions without the written consent of the undersigned professional engineer or architect. The undersigned professional engineer or architect does not warrant the accuracy or completeness of these drawings, specifications, or statements. The undersigned professional engineer or architect shall not be held responsible for any errors or omissions in these drawings, specifications, or statements. The undersigned professional engineer or architect shall not be held responsible for any damage or injury to persons or property resulting from the use of these drawings, specifications, or statements. The undersigned professional engineer or architect shall not be held responsible for any delay or interruption of work resulting from the use of these drawings, specifications, or statements. The undersigned professional engineer or architect shall not be held responsible for any cost or expense incurred by the owner in connection with the use of these drawings, specifications, or statements. The undersigned professional engineer or architect shall not be held responsible for any litigation or legal action resulting from the use of these drawings, specifications, or statements. The undersigned professional engineer or architect shall not be held responsible for any other matter not specifically mentioned in these drawings, specifications, or statements. THIS DRAWING IS COPYRIGHTED.

**L.M. DAVIS**  
 NOTICE OF NON-COMPLIANCE  
 US-2019-3593-V  
 60 BEACHSIDE AVENUE  
 WESTPORT CT, 06880

**EXISTING SHORELINE & RESTORATION SHORELINE SECTIONS**

**RVC**  
 ROBERGE ASSOCIATES  
 Coastal Engineers, LLC  
 2068 Main Street, Unit F, Shelton, CT 06815  
 Tel: 203.378.1800 Fax: 203.378.1801 www.rvc.com



| Project Number  | Date      |
|-----------------|-----------|
| Z013117         | 3-4-2014  |
| Designed By     | Scale     |
| S.C.S.          | AS NOTED  |
| Drawn By        | Revision  |
| S.C.S.          | 0         |
| Checked By      | Sheet No. |
| D.J.S.          | R-02      |
| CAD File        |           |
| Z013117.CONCEPT |           |