

# *Individual Station Report*

## Merritt 7

U R B I T R A N **R** E P O R T

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Prepared to

Connecticut Department of Transportation

Submitted by

Urbitran Associates, Inc.

July 2003

# *Stakeholder Interview*

U R B I T R A N **R** E P O R T



Prepared to

Connecticut Department of Transportation

Submitted by

Urbitran Associates, Inc.

### *Norwalk*

The meeting in Norwalk included the Mayor and representatives of public works. The City had met with Harry Harris recently regarding the governance issue; from that discussion, they were led to understand that CDOT wants to take control of the entire station program, which would include the purchase of the South Norwalk station from the City. Subsequent to the meeting, however, it appears that CDOT could not afford to purchase South Norwalk Station, so the issue is still open for discussion. There are other issues as well, including how MNCR costs are allocated to the local stations, and the potential that MNCR costs may escalate sharply with new work rules.

Norwalk has recently formed a parking authority to oversee all of its parking properties, both rail and non-rail related. Therefore, any change to the current arrangement for rail parking, both at South Norwalk and East Norwalk, would have to be studied to determine the impact on the overall parking program.

Currently, the revenues collected for parking or other ancillary activities (subleases) have to be allocated to the station for which they are collected. Thus, monies collected in South Norwalk go to operating South Norwalk, and those for East Norwalk for East Norwalk. The City would like to be able to use the funds flexibly for both stations. The City representatives were asked about using this concept in the larger sense, e.g. moving parking revenues from town to town under a centrally controlled system run by CDOT. Without further study, they were not inclined to view this action positively.

The discussion turned to the equalization of parking fees across all stations, or at least the rationalization of fees. There was agreement that this has some merit; within the City, the price for parking is clearly too low in Rowayton, thus attracting people from all over who might otherwise use a local station. Furthermore, the low fees have created a pressure to build more parking in Rowayton, and CDOT has mandated 40 more spaces despite local opposition; with better control of parking fees, the pressure for expansion in Rowayton might be shifted to other stations and could be tied into a regional transportation management approach.

There is an issue concerning the current lease arrangement at East Norwalk, and specifically the secondary lease arrangement concerning the use of, and payment for, the lot at St. Thomas Church, as well as a question concerning future arrangements for non-state/satellite lots if CDOT took control of the station program. CDOT would have to determine how they would contract for secondary lots, and how liability would be covered in such arrangements. At present, the issue of liability, maintenance, and lease costs is an issue that the City is trying to address. They pay the church \$10,000 a year for the use of the lot, and do the routine maintenance of the lot as well. The total rent is \$ 20,000 of which half is paid by the state and the half paid by the City is to come from “excess revenues” of which there are none. When the City wanted to raise the permit fees at East Norwalk, the commuters rejected the idea out of hand. Finally, the City believes, in the reading of the lease, that the entire \$ 20,000 should come from the state, as the contracting partner for the agreement. The City is not on the lease, which is between the State and St. Thomas Church. The City, furthermore, is doing maintenance there, but this is not spelled out in the lease as their responsibility. When considering the cost of the St. Thomas lot, the City recognizes that the cost is far more than the lease cost, as it pays for such things as liability insurance and maintenance, plowing, etc. All of these issues have been raised with CDOT.

With regard to the state lot at East Norwalk, the City is happy with the current shared responsibilities and finds both CDOT and MNCR responsive.

The City owns and operates South Norwalk Station. They have a person on-site at all times (24 hours a day) and would need assurances in any state plan that this would continue. The city is happy with the arrangements and gets any support it needs from CDOT and MNCR.

The Parking Authority can issue bonds and therefore it would help if the revenues from the stations could be channeled through the authority, building a stronger revenue stream. This cannot be done under the current agreement, which requires that the revenues be allocated to individual station accounts. If CDOT would allow for a broader interpretation of the rules regarding revenue accounting, then the City would be in a better position to build more parking for both rail and non-rail use, and for building mixed use lots as well that could benefit both the rail customers and community. The Authority could still maintain separate line item accounts suitable for CDOT review.

The City also thinks that the Merritt Seven station arrangements need to be looked at and considered in the long range planning for rail service. The station was privately built by the developer of Merritt Seven, and maintained by the developer with CDOT assistance. The city has no role there. Parking is free.

The long-term vision for Norwalk calls for a station to be located in the East Avenue/Wall Street area, and another for Reed-Putnam; both would be on the Danbury branch. Also, the City most likely wants to retain control over the station program to keep them in character with the adjacent land uses, particularly in residential areas.

In summary, there were three main issues raised and discussed: the issue of cross subsidization between stations, which would be more efficient and cost-effective; the operating costs and arrangements at East Norwalk including the understatement of total costs and the proper allocation of payments between the State and Norwalk; and the ability of the parking authority to use the rail revenue stream to strengthen its ability to raise funds and ultimately to build mixed use parking structures. In addition, Norwalk feels strongly that it “stepped up to the plate” when a new South Norwalk Station was built and assumed both the potential risks and rewards, and therefore it is not sure that it would willingly relinquish control of the budget, local decision-making, and long-term planning without significant guarantees from CDOT and without a demonstrated benefit to its local plans and Parking Authority program.

# *Customer Opinion Survey*

U R B I T R A N **R** E P O R T



Prepared to

Connecticut Department of Transportation

Submitted by

Urbitran Associates, Inc.

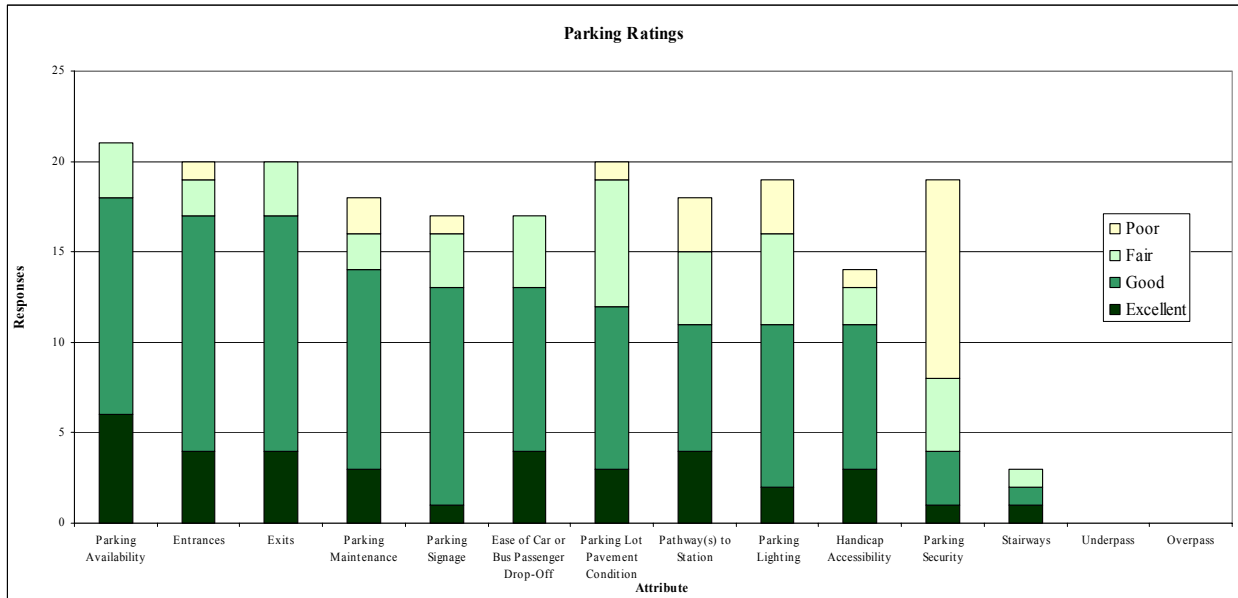
## **Merritt 7**

Merritt 7 was another station with a relatively low survey distribution. Twenty-one out of sixty-eight surveys were returned, for a response rate of 31%. Customer profiles followed the established pattern of the daily rider commuting to work or traveling for other business purposes. All customers surveyed at Merritt 7 traveled during the peak periods.

Over two-thirds of respondents were male (71%), and the vast majority were once again within the 25-64 years age range. Finally, respondents' incomes were generally quite high, with 72% reporting salaries above \$100,000.

Most customers surveyed at Merritt 7 did rate the parking facilities favorably. Only one aspect of the station parking, security, received more than 50% combined 'fair' or 'poor' ratings (79%). However, as security has frequently been a concern voiced throughout the list of surveyed stations, it remains important to highlight the negative ratings. Figure 242 shows the ratings for all of the parking conditions at Merritt 7. Parking availability was the highest rated parking element with 86% positive ratings. Merritt 7 does not have an underpass or an overpass.

Figure 242: Merritt 7 Station Parking Ratings

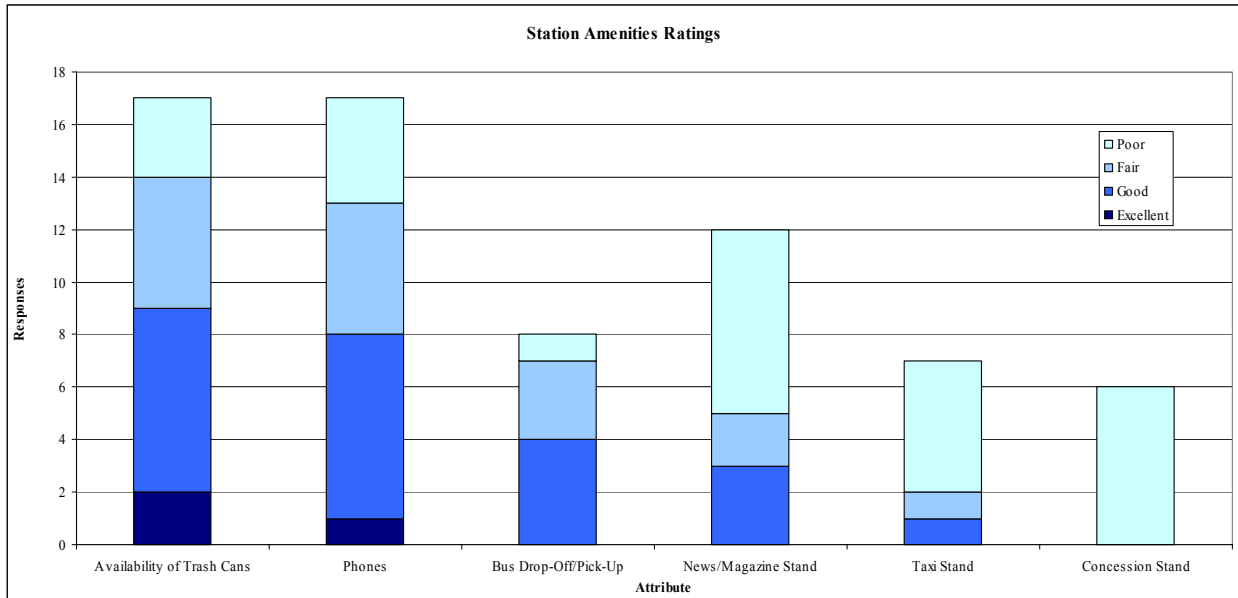


The Merritt 7 station consists only of a platform and shelter; therefore few customers provided ratings for the station elements. Despite the fact that Merritt 7 does not have a building, 3 elements in the building category were not rated anywhere else and are considered here. Absence of graffiti and map/schedule and seating availability were all rated poorly by the few respondents who rated the elements. All 3 respondents who rated the 2 availability elements rated them negatively. Three-quarters of respondents (3 out of 4 people) rated graffiti absence negatively.

Station amenities received for the most part ratings of ‘fair’ or ‘poor.’ Notably, the phones, news/magazine stand, and bus drop-off/pick-up all received ‘fair’ or ‘poor’ ratings from over half of respondents. Consistent with most stations, availability of trash cans was the highest rated amenity with 53% favorable ratings in Merritt 7. Figure 243 shows how respondents rated amenities at the Merritt 7 Station.

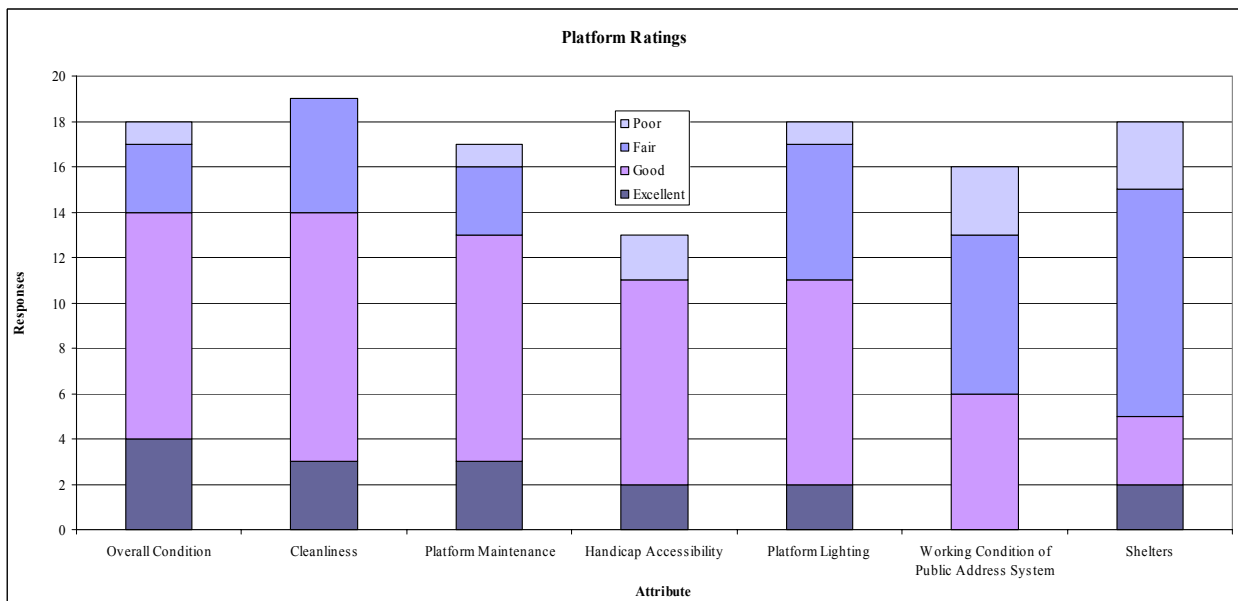


Figure 243: Merritt 7 Station Amenities Ratings



Finally, the platforms at Merritt 7 received favorable ratings for overall condition, maintenance, and handicap accessibility. As with numerous other stations, customers rated the shelters and the working condition of the public address system more negatively. Figure 245 displays how respondents perceived the condition of the platform elements. Seventy-eight percent of respondents were satisfied with the overall condition of the platform. The highest rated platform element was handicap accessibility with 85% favorable ratings. Shelters, the lowest rated element, had 72% negative ratings.

Figure 244: Merritt 7 Station Platform Ratings

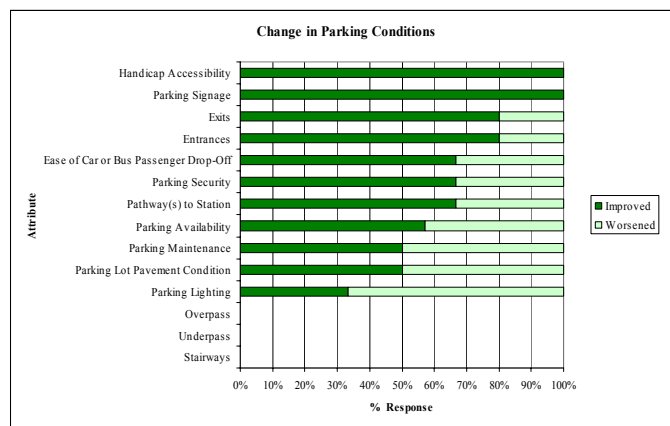


Change

Merritt 7 trend ratings were generally lower than the ratings of the current situation. Six elements were thought to have worsened by a majority of respondents. Eleven elements were not rated for change.

Parking change ratings were reasonably high for the elements that received ratings. Parking signage and handicap accessibility were thought to have improved by all of the respondents who rated the change in conditions. Parking lighting was the least improved element with two-thirds of respondents saying that it had worsened over the previous 2 years. Figure 245 shows the parking change ratings for the Merritt 7 Station.

Figure 245: Merritt 7 Station Change in Parking Conditions



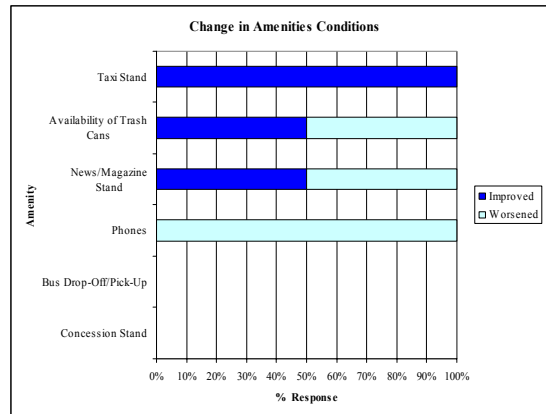
Merritt 7 does not have a station building, so respondents were probably rating the elements in general as part of the station as a whole. Station building elements not rated elsewhere were thought to have changed as follows:

- Absence of Graffiti (1 person said it improved)
- Availability of Maps and Schedules (1 person said it worsened)

So, as usual, the only building element thought to have improved was the absence of graffiti.

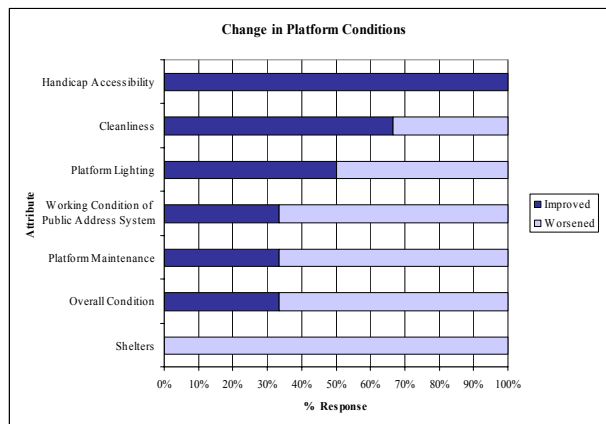
Figure 246 shows how Merritt 7 respondents rated changes in the amenities conditions. Two elements were not rated. Phones were thought to have worsened by all of the respondents and the taxi stand was thought to have improved by 100% of respondents.

Figure 246: Merritt 7 Station Change in Amenities Conditions



Platform change ratings in Merritt 7 were better than the building and amenities ratings, which makes sense because there is no station building and some of the amenities do not exist at the station. Figure 247 shows how Merritt 7 respondents have seen trends in platform elements over the past 2 years. As usual, shelters were the lowest rated element. Shelters were thought to have worsened by all of the Merritt 7 respondents. On the other hand, handicap accessibility was thought to have improved the most of all the platform elements.

Figure 247: Merritt 7 Station Change in Platform Conditions



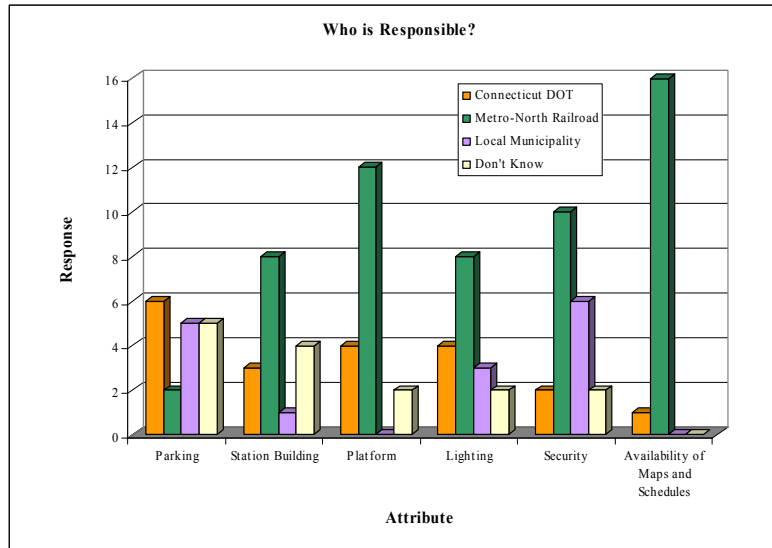
### Responsible Agencies

Merritt 7 respondents generally thought that Metro-North had responsibility for the most station elements. Figure 248 shows exactly how Merritt 7 respondents viewed the responsibility of the 3 agencies at the station. At least half of respondents thought Metro-North had responsibility for:

- Station Building
- Platform
- Security
- Availability of Maps and Schedules

The other elements did not have a majority think that a particular agency had responsibility. The most respondents (33%) thought Connecticut DOT was responsible for parking. Another 28% each thought that local municipality was responsible for parking at Merritt 7 and did not know who was in charge. Nearly half (47%) of respondents thought Metro-North had responsibility for lighting. Another 24% thought that the responsibility belonged to Connecticut DOT.

Figure 248: Merritt 7 Station – Responsible Agencies



Written-In Customer Comments

The highest percentage (25%) of respondents wrote about the need for benches and shelters to shield people from inclement weather at Merritt 7 when asked to write in their comments. Other comments were made by 1 person each. Table 27 lists all of the comments made at the Merritt 7 Station.

Table 27: Merritt 7 Station – Written-In Customer Comments

Comment Code	Comment	# Responses	%
12	Could use benches & protected shelters from rain/snow with heat/air	3	25.0%
10	Lighting needs improvement	1	8.3%
14	Drop-off and pick-up areas need to be changed	1	8.3%
17	Longer station platforms	1	8.3%
28	Attitude of personnel needs improvement	1	8.3%
33	Need security at parking areas	1	8.3%
44	Parking too expensive	1	8.3%
65	More trains (cars) needed	1	8.3%
68	Cleaner restrooms on trains and in stations	1	8.3%
79	Pay phones needed	1	8.3%
<i>Total Comments</i>		<i>12</i>	<i>100.0%</i>

# *Parking Inventory and Utilization*

U R B I T R A N **R** E P O R T



Prepared to

Connecticut Department of Transportation

Submitted by

Urbitran Associates, Inc.

## Merritt 7

The Merritt 7 Rail Station has a surface lot with 88 total spaces. The spaces are categorized into two designations: daily parking and handicapped parking. The lot does not have permit, annual, or monthly parking available. The usage rate for the Merritt 7 lot was 81.8%.

### *Parking Area Ownership*

The State of Connecticut owns all of the parking at the Merritt 7 Station. Figure 32 displays the location and ownership status of the Merritt 7 Lot.

### *Fee Structure*

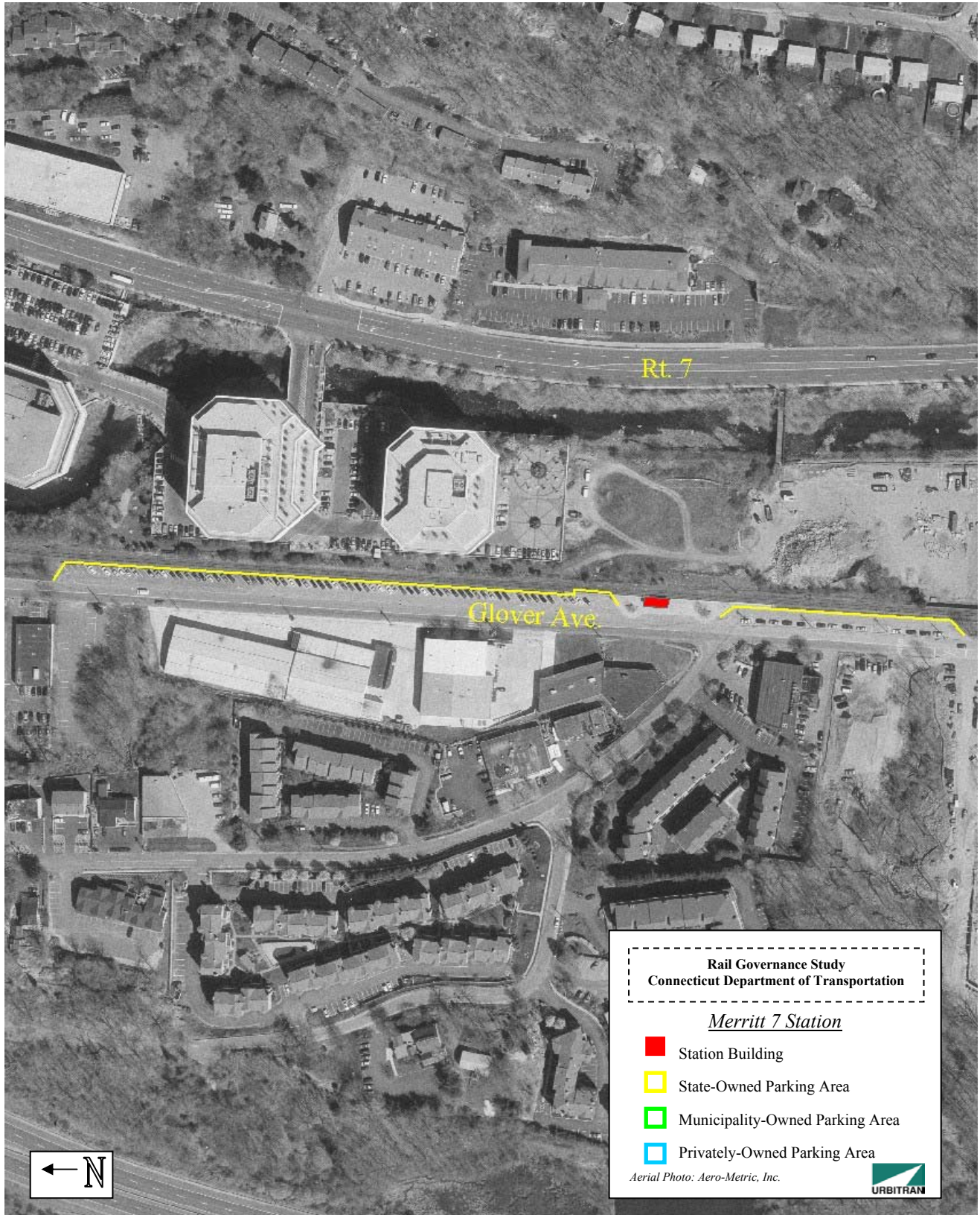
It is free to park at the Merritt 7 Station. Parking is available on a “first come, first serve” basis.

Table 32 presents specific information on parking at the Merritt 7 Rail Station.

**Table 32: Merritt 7 Rail Station Parking Capacity and Utilization**

Type	Capacity	Vehicle Count	Utilization	Ownership
Permit	0	0	N/A	state
Daily	86	71	82.6%	
Handicap	2	1	50.0%	
<b>TOTAL PARKING</b>	<b>88</b>	<b>72</b>	<b>81.8%</b>	

Figure 32: Merritt 7 Rail Station Parking Map



# *Station Condition Inspection*

U R B I T R A N **R** E P O R T



Prepared to

Connecticut Department of Transportation

Submitted by

Urbitran Associates, Inc.



CONNECTICUT  
DEPARTMENT  
OF  
TRANSPORTATION



CONDITION INSPECTION  
MERRITT 7 STATION

GENERAL RECOMMENDATION 3

**CONN. DEPT OF TRANSPORTATION  
STATION INSPECTION**

INSPECTION RATING SCALE

*The following rating scale is used for inspections:*

- 1- Totally deteriorated, or in failed condition.
- 2- Serious deterioration, or not functioning as originally designed.
- 3- Minor deterioration, but functioning as originally designed.
- 4- New condition. No deterioration.
- 5- Not applicable.
- 6- Condition and/or existence unknown.



STATION: Merritt 7  
LINE: Danbury  
INSPECTION DATE: 12-8-01  
INSPECTION AGENCY / FIRM: UA  
INSPECTORS: WV, RGW  
WEATHER: Drizzle, 40's

CONN. DEPT OF TRANSPORTATION  
STATION INSPECTION REPORT  
SHEET 2 OF 27

### PARKING ELEMENTS

#### QUADRANT # I

TYPE OF SURFACE: asphalt x PAVED; \_\_\_\_\_ GRAVEL; \_\_\_\_\_ DIRT;  
\_\_\_\_\_ OTHER (DESCRIBE)

CONDITION OF PAVED SURFACE: 2

CONDITION OF STRIPING: 3

CONDITION OF BASIN / DRAINS / ETC: 3  
( FOR LOCATION SEE SHEET: see sketch )

SIGNAGE: 3

FENCE AND GUARDRAIL: 3

LANDSCAPE: 3

SIDEWALK: 2

CURB: 3

#### QUADRANT # II

TYPE OF SURFACE: asphalt x PAVED; \_\_\_\_\_ GRAVEL; \_\_\_\_\_ DIRT;  
\_\_\_\_\_ OTHER (DESCRIBE)

CONDITION OF PAVED SURFACE: 3

CONDITION OF STRIPING: 5

CONDITION OF BASIN / DRAINS / ETC: 5  
( FOR LOCATION SEE SHEET: \_\_\_\_\_ )

SIGNAGE: 5

FENCE AND GUARDRAIL: 5

LANDSCAPE: 5

SIDEWALK: 5

CURB : 3

STATION: Merritt 7  
LINE: Danbury  
INSPECTION DATE: 12-8-01  
INSPECTION AGENCY / FIRM: UA  
INSPECTORS: WV, RGW  
WEATHER: Drizzle, 40's

CONN. DEPT OF TRANSPORTATION  
STATION INSPECTION REPORT  
SHEET 3 OF 27

### PARKING ELEMENTS

#### QUADRANT # III

TYPE OF SURFACE: asphalt PAVED; \_\_\_\_\_ GRAVEL; \_\_\_\_\_ DIRT;  
\_\_\_\_\_ OTHER (DESCRIBE)

CONDITION OF PAVED SURFACE: 3

CONDITION OF STRIPING: 3

CONDITION OF BASIN / DRAINS / ETC: 3  
( FOR LOCATION SEE SHEET: see sketch )

SIGNAGE: 3

FENCE AND GUARDRAIL: 3

LANDSCAPE: 3

SIDEWALK: 2

CURB: 3



STATION: Merritt 7  
 LINE: New Haven-Danbury Branch  
 INSPECTION DATE : January 23, 2002  
 INSPECTION AGENCY / FIRM: Parsons Brinckerhoff  
 INSPECTORS: Jim Connell & Dave Lang  
 TIME OF INSPECTION: A.M.  
 WEATHER: Clear

CONN. DEPT OF TRANSPORTATION  
 STATION INSPECTION REPORT  
 SHEET 5 OF 27

**PLATFORM --- SERVICE**

Voltage Rating (V)	120/240	Type of 3 phase connection		Delta	n/a	Wye	n/a
		Method of Entrance		Overhead	n/a	Underground	X
Rating of Main Breaker (A)	unknown	Origin of Service		Pole	X	Transformer	n/a
		Code Compliant		Yes	X	No	n/a
Quantity of Phases	1	Pole Number & Street	CL&P 25385 Glover St.	Wire Sizes	unknown		

Remarks: We were unable to gain access to the electrical service enclosure to verify the exact size and condition of the main panelboard.

**PLATFORM --- ELECTRICAL SYSTEMS**

Electrical Device	Manufacturer	Model Number	Rating	Location	Estimated Age/Life(y/y)	Visual Condition
Main Distribution Panel	unknown	unknown	unknown	parking lot	unknown	unknown
Main Disconnect Switch	n/a	n/a	n/a	n/a	n/a	n/a
Transformer	n/a	n/a	n/a	n/a	n/a	n/a
Receptacles	n/a	n/a	n/a	n/a	n/a	n/a
Grounding	unknown	unknown	unknown	unknown	unknown	unknown
Lighting Controls	unknown	unknown	3	parking lot	unknown	minor deterioration
Public Telephone	unknown	n/a	n/a	platform	n/a	operational
Station Telephone	n/a	n/a	n/a	n/a	n/a	n/a

Remarks: \_\_\_\_\_

STATION: Merritt 7

CONN. DEPT OF TRANSPORTATION  
STATION INSPECTION REPORT  
SHEET 6 OF 27

INSPECTORS: Jim Connell & Dave Lang

DATE: January 23, 2002

**STATION PLATFORM --- ELECTRICAL AND LIGHTING SUMMARY**

The electrical service is terminated in a small exterior metering pedestal enclosure with a built in panelboard. The panelboard is adequately serving the electrical needs for the station platform and the small canopy structure.

The platform luminaries are mounted beneath the canopy with two additional pole mounted luminaires. They provide 14.0 foot-candles near the structure. However, the one light pole mounted at each end of the platform provides less than 1 foot-candle of light. We recommend that several light fixtures be uniformly installed to raise the average light level to the minimal 5 foot-candles recommended by the IESNA.





STATION: Merritt 7  
LINE: New Haven-Danbury Branch  
INSPECTION DATE: April 4, 2002  
INSPECTION AGENCY/FIRM: Warren & Panzer Engineers  
INSPECTOR: Josue Garcia/Bosun Ogunnaike  
WEATHER: Good

CONN. DEPT OF TRANSPORTATION  
STATION INSPECTION REPORT  
SHEET 8 of 27

## HAZARDOUS MATERIALS INSPECTION

### LEAD-BASED PAINT

Note: The LBP inspection was conducted using an RMD LPA-1 spectrum X-Ray Fluorescence Analyzer (XRF). The Department of Housing and Urban Development (HUD) recommend XRF analysis for inspection of lead in paint. XRF readings were taken of surfaces coated with suspect LBP. The XRF was operated in "Quick Mode" for this project. In Quick Mode, the measurement time is determined by the LPA-1 Analyzer to achieve a 95% confidence measurement compared to an action level (1.0 mg/cm<sup>2</sup>).

#### Platform

Surfaces Tested	# of Locations Tested	Lead Presence (>1 mg/cm <sup>2</sup> )	Rating
Telephone Booth	2	No	3
Platform Warning Strip	3	Yes	3

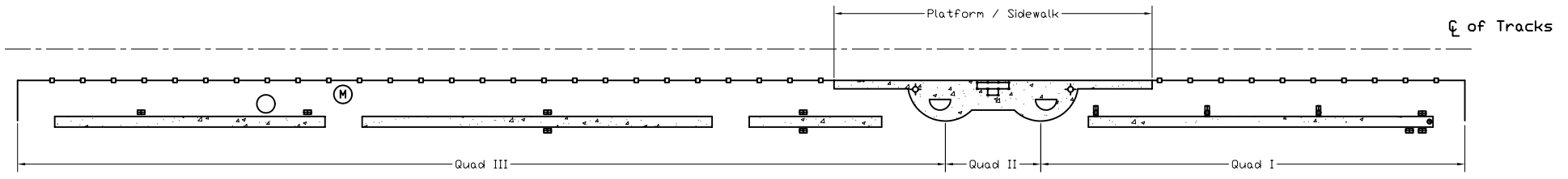
Lead-Based Paint was found on surfaces noted above. Painted surfaces were found to be in fair to good condition. Any future disturbance of the lead-based painted surfaces noted above should be abated by an Environmental Protection Agency/Connecticut Abatement Contractor in accordance with the EPA's 40 CFR 745, HUD's 24 CFR Part 35 and The HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, OSHA's 29 CFR 1926.62, and all other applicable regulations.

### SUSPECT ASBESTOS-CONTAINING MATERIALS

Listed below is a suspect asbestos-containing material that was observed during a visual inspection. The material was found to be in fair to good condition. Any future disturbance of these materials should be preceded by the collection of samples and laboratory analysis of these samples. This work must be performed by a certified inspector.

#### Platform

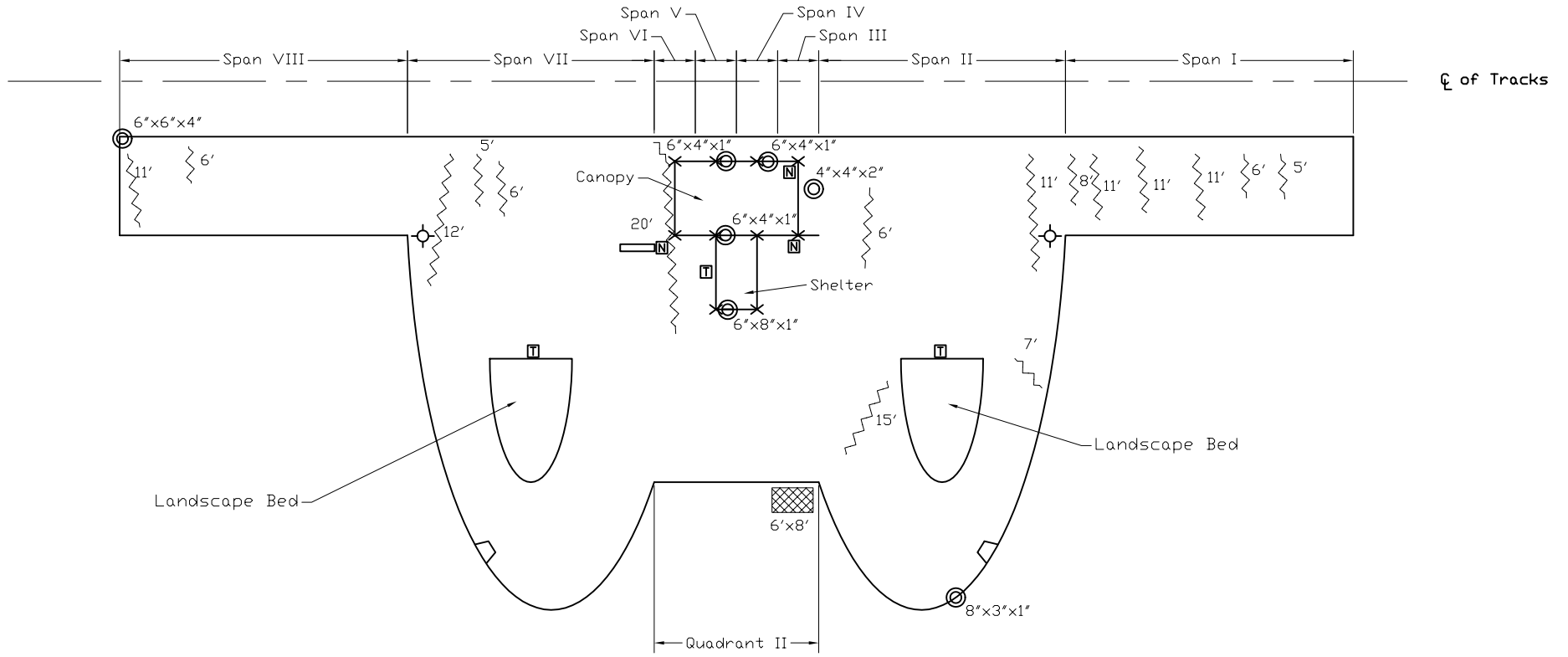
Suspect Materials	Rating
Platform Seam Caulking	3



Legend:

- Fence and Guard Railing
- Sidewalk
- Sanitary Manhole
- Monitoring Well
- Drain
- Ramp
- Electric Pole
- Electric Pole with Support
- Light

Urbitran Associates, Inc.
Connecticut Dept. of Transportation
Merritt 7 Station General Plan
Date: 12-21-01



Legend:

- Cracks
- Map Cracks
- Spalled area
- Drop Curb
- Column
- Sign
- Trash Receptacle
- Newspaper Dispenser
- Light

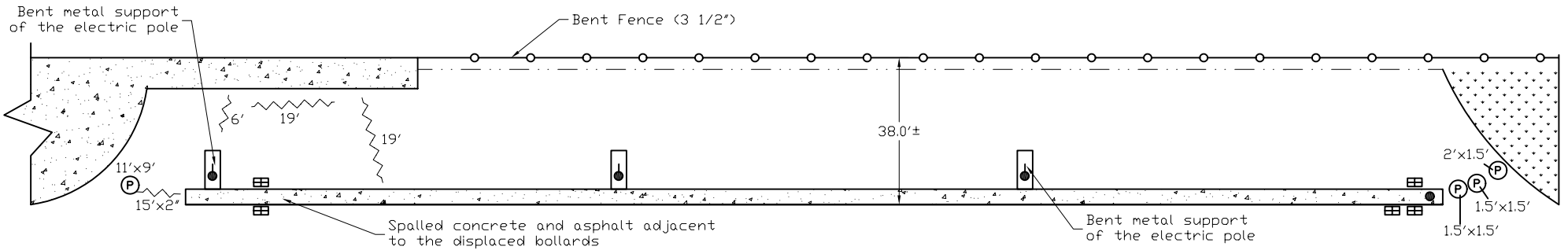
NOTES:

1. Surface displays minor scaling throughout the entire platform surface.

Urbitran Associates, Inc.
Connecticut Dept. of Transportation
Merritt 7 Station Platform and Quadrant II Plan
Date: 12-21-01



℄ of Tracks



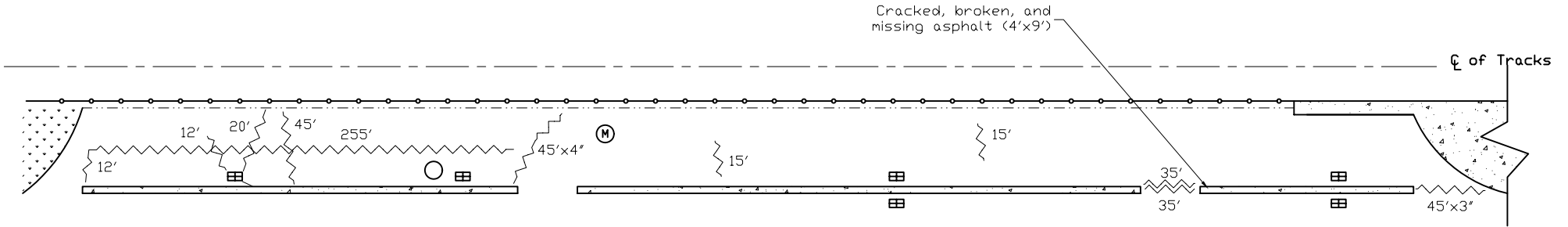
Legend:

- Fence
- Guardrail
- Cracks
- Grass
- Sidewalk
- Drain
- Ponding
- Electric Pole
- Electric Pole with Support

NOTES:

1. There is minor rusting on the fence.

Urbitran Associates, Inc.
Connecticut Dept. of Transportation
Merritt 7 Station Quadrant I Plan
Date: 12-21-01



Legend:

- Fence
- Guard Railing
- Cracks
- Grass
- Sidewalk
- Sanitary Manhole
- Monitoring Well
- Drain

Urbitran Associates, Inc.
Connecticut Dept. of Transportation
Merritt 7 Station Quadrant III Plan
Date: 12-21-01



**Merritt 7 Station**

Description	Units	Quantity	Price / Unit	Total Cost	
Fill asphalt cracks (minor)	ft	776.00	\$2.00	\$1,552.00	**
Fill asphalt cracks (major)	ft	105.00	\$9.00	\$945.00	**
<u>Repair asphalt median/sidewalk</u>					**
-Remove asphalt	yd <sup>3</sup>	1.00	\$30.00	\$30.00	**
-6" asphalt top course and binder course	yd <sup>2</sup>	6.00	\$25.00	\$150.00	**
<u>Repair potholes and ponding</u>					
-Remove asphalt	yd <sup>3</sup>	2.00	\$30.00	\$60.00	**
-6" asphalt top course and binder course	yd <sup>2</sup>	12.00	\$25.00	\$300.00	**
Repair spalled Concrete	ft <sup>2</sup>	136.00	\$40.00	\$5,440.00	**
Fill concrete cracks	ft	152.00	\$9.00	\$1,368.00	**
Add 20' poles with single arm luminaire *	EACH	12.00	\$2,795.00	\$33,540.00	**
Mobilization / Demobilization (10%)				\$4,338.50	**
Sub-total				\$47,723.50	**
Contingency (20%)				\$9,544.70	**
Grand Total				\$57,268.20	**
Say				\$58,000.00	**

\* The quantity of platform luminaires required to bring lighting up to recommended levels is an order-of-magnitude estimate. Performance of a lighting design is required to develop a precise quantity estimate.

\*\* The extent of deterioration noted during our inspection is minimal and does not require immediate repair. The type and extent of deterioration will not affect the station operations or commuters. Therefore, we recommend that the defects noted in this report be included in a future station maintenance rehabilitation contract.



# *Lease Narrative and Synopsis*

U R B I T R A N **R** E P O R T



Prepared to  
Connecticut Department of Transportation  
Submitted by  
Urbitran Associates, Inc.

**Urbitran Associates**

**RAILROAD LEASE AGREEMENT  
NARRATIVE**

STATION NAME: **Merritt 7 Station, Norwalk**  
STATION OWNER: State of Connecticut Department of Transportation (the "State" or "Lessor")  
LESSEE: Merritt Seven Station, Incorporated

The State and Lessee entered into this Lease Agreement (the "Lease") for a parcel of land in the Town of Norwalk containing 29,000 square feet for the purpose of constructing a high level platform railroad station. The term of the Lease is ten (10) years, commencing December 15, 1983, to and including December 15, 1993. Lessee has the right to renew for one (1) additional term of ten (10) years, which it has exercised, extending the Lease term to December 15, 2003.

Since the Lease does not incorporate or rely upon the "Standard Railroad Lease Specifications & Covenants,"<sup>1</sup> lessee's rights and responsibilities under the lease are enumerated in detail. Lessee pays rent to Lessor in the amount of \$500.00 per year for the initial term of the Lease, and \$1,000.00 per year for the renewal term. Lessee was required to construct a high level platform, shelter and parking lot. Lessee must use the premises in a careful, safe and orderly manner so as not to interfere in any way with the maintenance or operation of the business of Lessor or its licensees. Lessee, at its sole cost and expense, must keep the premises in constant good order, repair, and safe condition, both inside and outside, structural or otherwise, including, but not limited to, yards or other open areas, fences, railings, sidewalks, driveways and curbs. Lessee must also keep platforms, ramps, stairs, shelter and parking lots in good order, repair and safe condition, unobstructed and free from snow and ice.

The Lease also makes provisions for the operation of the parking area, which Lessee is obligated to operate as a free lot for railroad commuters only on a first-come, first-served basis. Under the Lease, Lessee must establish and amend (when necessary and subject to Lessor's approval) regulations for the use of the parking area. Furthermore, Lessee may reserve certain areas within the parking lot, as may be approved by Lessor, for use by employees of Merritt Seven Corporate Park utilizing railroad transportation.

Lessee is permitted to assign or transfer this Lease to a corporation, provided at least fifty-one percent of the stock in such corporation is owned by the principals owning or controlling at least fifty-one percent of the stock interest in Lessee. Lessor also has the right to

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<sup>1</sup> This Merritt Seven, Norwalk Lease and the Bridgeport Lease are the only leases examined that do not integrate and adopt the "Standard Railroad Lease Specifications & Covenants."

assign its rights under the Lease to Amtrak Commuter Services Corporation. Lastly, the Lease expands the scope of required insurance protection by calling not only for bodily injury and property damage insurance, but for fire<sup>2</sup> and extended coverage insurance on any and all structures and improvements on the Leased premises.<sup>3</sup>

The Lease also contains a subordination clause, which is uncommon in the leases examined in this study for Urbitran. According to the provision, the Lease is subject and subordinate to all ground or underlying leases and to all mortgages affecting the property (now or hereafter) or the leases.

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<sup>2</sup> The Lease contains a provision for fire and damage which specifies which party is responsible for repairing such damage, based upon the extent of the damage.

<sup>3</sup> Such insurance policies must name the State as an insured party.

## LEASE SYNOPSIS

<b><u>STATION NAME:</u></b>	<b>Merritt Seven Station, Norwalk</b>
<b>Lease Document(s) Reviewed</b>	Lease Agreement dated 2/7/84 (the " <u>Lease</u> ")
<b>Station Owner</b>	State of Connecticut Department of Transportation (the " <u>State</u> ")
<b>Lessee</b>	Merritt Seven Station, Incorporated
<b>Agreement Number</b>	7.19-01(82)
<b>Effective Date of Lease</b>	12/15/83
<b>Term</b>	10 years; rent for the initial term was \$500/year
<b>Number of Renewal Periods</b>	1 (at Lessee's option)
<b>Renewal Period</b>	10 years; rent for renewal term is \$1,000/year
<b>Number of Lessee Renewals Exercised in Prior Years</b>	1
<b>Number of Renewals Remaining</b>	0
<b>Expiration Date of Lease</b>	12/15/03
<b>Recorded?</b>	Volume 1572, Page 117
<b>Number of Parcels</b>	1
<b>Total Acreage</b>	29,000 square feet
<b>How Is Revenue Earned?</b>	The State has the right to install advertising poster panels, etc. on the platform and retain all revenue from such advertising.
<b>Are Separate Funds Accounts Required?</b>	No
<b>Allowable Direct Costs</b>	n/a
<b>Allowable Indirect Costs and Allocations</b>	n/a
<b>Is Surplus Deposited in Capital Fund?</b>	n/a
<b>Is Surplus Shared with the State?</b>	n/a

<b>Are Certified Financial Statements Required?</b>	No
<b>Financial Statement Submission Period</b>	n/a
<b>Is Annual Budget Required?</b>	No
<b>Does State Pay Lessee a Fee?</b>	n/a
<b>Amount of Fee Due Lessee</b>	n/a
<b><u>INSURANCE COVERAGE:</u></b>	
<b>Property Damage Insurance</b>	not less than \$500,000
<b>Bodily Injury Coverage</b>	\$500,000 individual - \$1,000,000 aggregate
<b>Other Required Coverage</b>	If requested by Lessor, Lessee shall provide and maintain fire and extended coverage insurance on any and all structures and improvements. Lessee shall also provide and maintain in effect coverage against such other hazards as Lessor may from time to time require.
<b>Voluntary Coverage</b>	
<b>Is Lessee Self Insured?</b>	
<b>Is Certificate of Coverage on File?</b>	
<b>Named Insured</b>	The State shall be named as an insured party.
<b>Lessor Held Harmless?</b>	Yes
<b>Lessee Waives Immunity</b>	Yes
<b><u>MAINTENANCE:</u></b>	
<b>Enhance Aesthetic Appearance</b>	Lessee
<b>Not Erecting Signs on Premises</b>	Lessee. However, Lessee had the right to erect a sign or plaque (not larger than 4' x 5') identifying Lessee as the builder of the improvements and that the builder is affiliated with Merritt Seven Corporate Park.
<b>Surface Grade Land</b>	Lessee
<b>Install and Maintain Fencing</b>	Lessee

<b>Install Suitable Drainage</b>	Lessee
<b>Ice Snow Control of Sidewalks</b>	Lessee
<b>Install and Maintain Electrical Systems for Lights</b>	Lessee
<b>Sweeping and Cleaning Litter</b>	Lessee
<b>Station Structures</b>	Lessee
<b>Platform Gutters</b>	Lessee
<b>Fences</b>	Lessee
<b>Signs</b>	Lessee
<b>Platform Lights</b>	Lessee
<b>Drains</b>	Lessee
<b>Equipment</b>	Lessee
<b>Electric and Mechanical Systems</b>	Lessee
<b>Live Rail Facilities</b>	Lessee
<b>Platforms</b>	Lessee
<b>Railings</b>	Lessee
<b>Stairs</b>	Lessee
<b>Platform Shelters</b>	Lessee
<b>Platform Canopy</b>	Lessee
<b>Tunnels</b>	
<b>Parking Lots</b>	Lessee
<b><u>PARKING:</u></b>	
<b>Lessee's Duties</b>	Lessee must operate the parking area as a free lot for railroad commuters only on a first-com, first-served basis, regardless of residence. Lessee shall establish and amend regulations for the use of the parking.

<b>Lessee's Rights</b>	Lessee may designate a reserved area within the parking lot for vehicles transporting employees of Merritt Seven Corporate Park who utilize railroad transportation to and from the corporate park.
<b>No. of Spaces – State</b>	None
<b><u>COSTS OF LEASEHOLD:</u></b>	
<b>Taxes Paid by</b>	Lessee
<b>Water</b>	Lessee
<b>Electricity</b>	Lessee
<b>Other Public Utilities</b>	Lessee
<b>Gas</b>	(Lessee, at it sole cost and expense, shall arrange for and obtain necessary heat required for its use.)
<b>Sewer</b>	Lessee
<b>Owns Title to Property</b>	State
<b>Owns Title to Capital Improvements</b>	State
<b>Is Subleasing Allowed?</b>	Lessor has the right to assign its rights under the Lease to Amtrak Commuter Services Corporation. Lessee shall have the right to sublease the premises to a corporation, provided at least 51% of the stock in such corporation is owned by the principals owning or controlling at lease 51% of the stock interest in Lessee.
<b>Can Lease be Sold or Assigned?</b>	Lessee shall have the right to assign or transfer the Lease to a corporation, provided at least 51% of the stock in such corporation is owned by the principals owning or controlling at lease 51% of the stock interest in Lessee.
<b>Is Security Bond Required?</b>	No
<b>If so, the Amount</b>	n/a
<b><u>OTHER:</u></b>	
<b>Employment/Non Discriminatory Requirement</b>	Yes
<b>Is there a Lease to CT Transit?</b>	No

<b>Termination</b>	The State may terminate this Lease immediately on written notice to Lessee if: (a) Lessee defaults on rent or any other covenants and agreements contained in the Lease; and/or (b) the premises is not used for purposes authorized by the Lease for a period of at least 1 year; and/or (c) Lessee declares or files a petition in bankruptcy, or is declared bankrupt.
<b>Employees</b>	Lessee shall furnish all labor and supervisory forces and employ, pay from Lessee's own funds, and have the right to discharge all such persons, who shall be and remain the employees of Lessee and subject to Lessee's exclusive supervision, direction, and control.
<b>Miscellaneous</b>	Lessee shall not use or occupy the premises for any other purpose whatsoever than as a site for the operation of a railroad passenger station and commuter parking lot.



# *Station Operations Review*

U R B I T R A N **R** E P O R T



Prepared to  
Connecticut Department of Transportation

Submitted by  
Chance Management

Under Contract to  
Urbitran Associates, Inc.

## NORWALK

### **East Norwalk, South Norwalk, Merritt 7, and Rowayton Stations**

The four stations situated within the City of Norwalk have different leases, lessees, operating and maintenance clauses, and overall governance strategies. Therefore, the stations should be seen as separate entities and not part of one overall governance approach.

The City of Norwalk is only involved with the operations and maintenance of the East Norwalk and the South Norwalk Stations. East Norwalk Station provides surface lot parking while South Norwalk Station provides its commuters a parking garage. The East Norwalk parking situation has a significantly higher portion of City involvement because it is a surface lot. Security, maintenance, and operations are completed through various City departments. However, the South Norwalk Garage has its operations, maintenance and security contracted to private firms.

The Merritt 7 Station seems not to have an operator, according to interviews. Although ADP, the developer of the area surrounding this station, and its subsidiary, Merritt Seven, Inc., own the area and provide some services, it was questionable what role the City plays in the operations or maintenance of the lot. Neither the developer nor the City offered consistent answers to questions of which entity is responsible for which operations.

The Rowayton Station lot is operated and maintained by the 6<sup>th</sup> Taxing District. The District is a State chartered municipal corporation that has the ability to tax its residents for services that the City of Norwalk was not historically willing to supply. The District's affairs are governed by a three-member commission that meets monthly.

## **Agreements**

### **EAST NORWALK**

The State has a lease with the City of Norwalk and the Norwalk Factory Outlet Limited Partnership for the East Norwalk Station and parking lot parcel. At the point of this documentation, the lease had expired and had not been renewed. Under the provisions of this lease, Metro-North is responsible for the platform maintenance and the City and Factory Outlet are responsible for the maintenance of the lot.

In addition to the lease with the City of Norwalk and the Norwalk Factory Outlet, the State has a license agreement with the St. Thomas Church, located near the East Norwalk Station. The license allows the State to use the St. Thomas Church parking lot for Commuter Railroad Parking, and has a month-to-month renewal option. Under the terms of the lease, the State pays the Church \$20,000 a year for the agreement to park at this lot. In return, the Church maintains the lot.

Landscaping at the station parking lot is performed by a Civic Association that works with the Department of Public Works.

### **SOUTH NORWALK**

The City of Norwalk has a detailed lease with a private parking operator referred to as the “ALLRIGHT Parking Management, Edison Parking Management, and Central Parking Corporation” throughout the lease. This complicated terminology is the result of the acquisition of the other companies by Central Parking Corporation. This private operator is responsible for virtually all responsibilities of operations and maintenance of the parking facility.

The City of Norwalk has a lease with UNNICO Security Services, Inc. to provide security at parking lots and garages throughout the City.

### **MERRITT SEVEN**

The State leased a parcel of land to Merritt 7 Station, Inc. so that this private entity could build a platform and adjacent parking to serve the employees of the private office development in the surrounding area. The lease requires that parking be free, and this provision is followed.

There is no formal agreement with the City of Norwalk regarding the maintenance of the lots; however, the Department of Public Works performs these duties and not the private entity that owns the land.

### **ROWAYTON**

The State leases two parcels of land that make up the Rowayton commuter rail parking area to the 6<sup>th</sup> Taxing District. The 6<sup>th</sup> Taxing District is responsible for the operations and maintenance of the station including, but not limited to, snow removal and security.

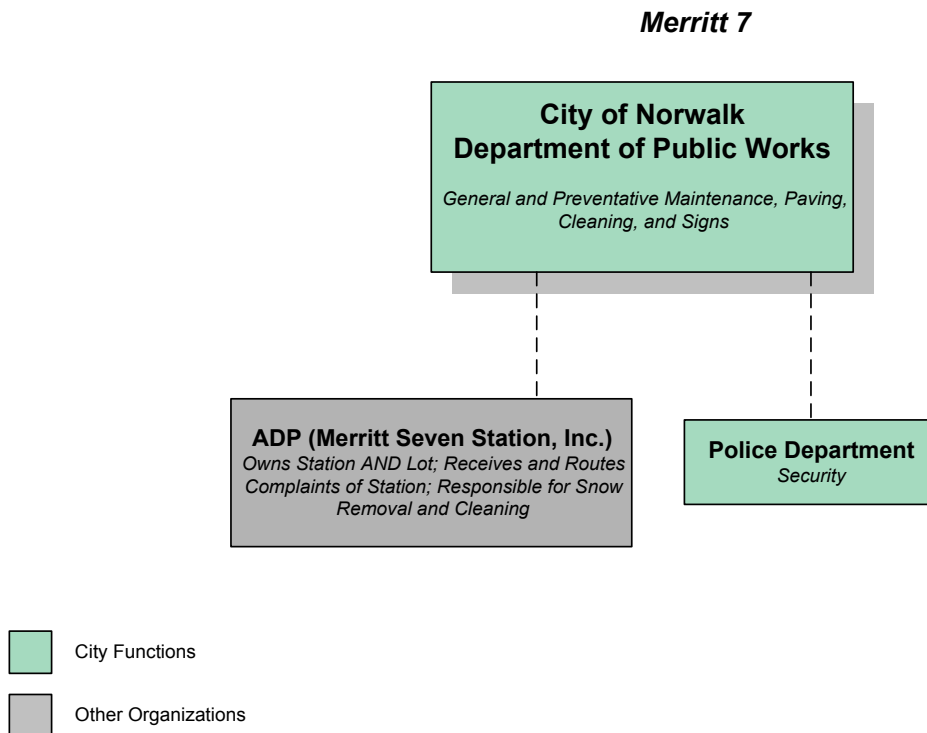
Bob's R and R, a company that leases the space from the State, provides vending and routine maintenance to the station. This agreement is with the State and not with the 6<sup>th</sup> Taxing District.

## **Organizational Structure**

There were no organization charts available for the operations of any of the Norwalk stations and corresponding parking facilities. The organization charts below were created from information gathered from City employees, ADP, and the 6<sup>th</sup> Taxing District.

## MERRITT 7

Merritt 7 is privately owned and operated. However, the City of Norwalk's Department of Public Works provides general and preventative maintenance of the Merritt 7 lot, although there is no agreement for these services. There is also no document pertaining to the operations of the station and relationships with public officials. The organization chart below illustrates the relationships between Merritt 7 and the City of Norwalk. The information was gathered from interviews with representatives of Merritt 7 Station, Inc. and the City of Norwalk.



## MERRITT SEVEN

Merritt 7 is privately operated by Merritt 7 Station, Inc., a subsidiary of ADP. The station is leased from the State, and Merritt 7 Station Inc. is responsible for the day-to-day operations of the lot; however, the Norwalk Department of Public Works performs general and preventative maintenance of the lot. There are no operating procedures published for the maintenance of this platform and respective lots.

<b>Procedure</b>	<b>Responsible Party</b>
Opening and Closing of Station	N/A
Housekeeping Inside Station	N/A
Housekeeping Outside Station	City of Norwalk Department of Public Works
Daily Maintenance	City of Norwalk Department of Public Works
Preventative Maintenance	Merritt 7 (ADP)
Landscaping	Merritt 7 property (ADP)
Security	City of Norwalk Police Department
Customer Service	Merritt 7 (ADP)
Tenant Performance	N/A
Parking Enforcement	N/A
Parking Fees and Permits	N/A
Parking Operation Maintenance	N/A

# *Station Financial Review*

U R B I T R A N **R** E P O R T



Prepared to  
Connecticut Department of Transportation

Submitted by  
Seward and Monde

Under Contract to  
Urbitran Associates, Inc.

## **MERRITT 7 FINANCES**

### **ACCOUNTING ENTITY / BASIS**

There is no separate fund used or required to manage this State-owned property under the terms of the State's lease agreement with the Merritt Seven Station, Incorporated (the Company), a private corporation. The Company agreed to construct a high level platform, operate the parking area as a free railroad commuter lot, be responsible for costs associated with the station platform and parking and pay \$1,000 annual rent directly to the State, give the State the right to install advertising poster panels, etc. on the platform and retain all revenue from such advertising. There are other minor and incidental expenses associated with servicing the property and accounted for by Metro-North (see below). The City of Norwalk is said to incur certain utility costs.

### **FINANCIAL REPORTING TO STATE**

There is no financial reporting to the State by the Company because there is no fee-for-parking operation being conducted by the Company and the Company is maintaining the property at its own expense pursuant to the lease.

### **REVENUES**

The Company does not charge for parking, therefore no revenues are derived other than possibly advertising at the platforms received through the Metro-North service agreement.

### **EXPENSES**

The Company provides maintenance to the parking and platform and pays rent directly to the State.

*Metro-North and ConnDOT* – The State also incurs station expenses through its service agreement with Metro-North / Metropolitan Transit Authority. These expenses are accounted for by Metro-North and included in the charge to the State. The expenses generally relate to maintaining the platform at each station. Metro-North performs cyclical maintenance and on-call repairs and maintenance as needed. Metro-North is also responsible to maintain any ticketing area on railroad property. Such costs have been identified and included in the financial presentation.

The Metro-North service agreement also provides that the State pay for the allocated cost of station maintenance forces. These allocated indirect costs have not been included in the financial presentation.

The local government is not in direct control of the services rendered by Metro-North. These services are controlled by the service agreement. The service agreement is outside of any arrangement or agreement with the local government.

ConnDOT also incurs expense for its administrative oversight of the operating leases and the physical properties. These expenses were not compiled or presented in the financial presentation.

### ***FINANCIAL PRESENTATION IN COMPARISON TO THE PARKING INVENTORY***

A parking inventory and utilization report is presented separately as Task 2 in this study. Since all railroad parking is free, there is currently no financial reporting to the State. The finances shown herein are the State's cost for Metro-North general maintenance of the platforms as previously explained. The parking inventory covers only State-owned spaces.



**MERRITT 7 RAILROAD STATION AND PARKING OPERATIONS**

	YEAR 1996				YEAR 1997			
	OPERATING AGREEMENTS				OPERATING AGREEMENTS			
<u>REVENUES</u>	LOCAL GOV'T	METRO-NORTH	TOTAL	%	LOCAL GOV'T	METRO-NORTH	TOTAL	%
PARKING	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
RENTS	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
INVESTED FUNDS	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
OTHER	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0.0%</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0.0%</u>
 <u>STATION, PLATFORMS AND PARKING EXPENSES</u>								
REPAIRS AND MAINTENANCE	\$ -	\$ -	\$ -	0.0%	\$ -	\$ 436	\$ 436	100.0%
UTILITIES	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
RENT	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
SECURITY	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
INSURANCE AND CLAIMS	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
GENERALLY CLASSIFIED EXPENSES (INCLUDING UNSPECIFIED - DIRECT, -INDIRECT, - ADMINISTRATIVE, -AND GENERAL ALLOCATIONS )	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
CONNECTICUT SALES TAX	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0.0%</u>	<u>\$ -</u>	<u>\$ 436</u>	<u>\$ 436</u>	<u>100.0%</u>
 <u>NET PROFIT (LOSS)</u>	 <u>\$ -</u>	 <u>\$ -</u>	 <u>\$ -</u>		 <u>\$ -</u>	 <u>\$ (436)</u>	 <u>\$ (436)</u>	
 <u>LOCAL GOVERNMENT'S RAILROAD FUND</u>								
ACCUMULATED SURPLUS (DEFICIT)	\$ -				\$ -			
LESS - LOCAL GOVERNMENT'S SHARE								
NET AVAILABLE RAILROAD FUND SURPLUS (DEFICIT)	<u>-</u>				<u>-</u>			
 <u>STATE'S AVAILABLE SHARE @ 50%</u>								
	NOT APPLICABLE				NOT APPLICABLE			

**MERRITT 7 RAILROAD STATION AND PARKING OPERATIONS**

	YEAR 1998				YEAR 1999			
	OPERATING AGREEMENTS				OPERATING AGREEMENTS			
	LOCAL GOV'T	METRO-NORTH	TOTAL	%	LOCAL GOV'T	METRO-NORTH	TOTAL	%
<b><u>REVENUES</u></b>								
PARKING	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
RENTS	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
INVESTED FUNDS	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
OTHER	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0.0%</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0.0%</u>

**STATION, PLATFORMS AND PARKING EXPENSES**

REPAIRS AND MAINTENANCE	\$ -	\$ (45)	\$ (45)	100.0%	\$ -	\$ 66	\$ 66	100.0%
UTILITIES	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
RENT	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
SECURITY	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
INSURANCE AND CLAIMS	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
GENERALLY CLASSIFIED EXPENSES (INCLUDING UNSPECIFIED - DIRECT, -INDIRECT, - ADMINISTRATIVE , -AND GENERAL ALLOCATIONS )	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
CONNECTICUT SALES TAX	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	0.0%
	<u>\$ -</u>	<u>\$ (45)</u>	<u>\$ (45)</u>	<u>100.0%</u>	<u>\$ -</u>	<u>\$ 66</u>	<u>\$ 66</u>	<u>100.0%</u>

**NET PROFIT (LOSS)**

	<u>\$ -</u>	<u>\$ 45</u>	<u>\$ 45</u>		<u>\$ -</u>	<u>\$ (66)</u>	<u>\$ (66)</u>	
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**LOCAL GOVERNMENT'S RAILROAD FUND**

ACCUMULATED SURPLUS (DEFICIT)	\$ -	\$ -
LESS - LOCAL GOVERNMENT'S SHARE		
NET AVAILABLE RAILROAD FUND SURPLUS (DEFICIT)	<u>-</u>	<u>-</u>
<b><u>STATE'S AVAILABLE SHARE @ 50%</u></b>	NOT APPLICABLE	NOT APPLICABLE

**MERRITT 7 RAILROAD STATION AND PARKING OPERATIONS**

	YEAR 2000			
	OPERATING AGREEMENTS			%
	LOCAL GOVT	METRO-NORTH	TOTAL	
<b><u>REVENUES</u></b>				
PARKING	\$ -	\$ -	\$ -	0.0%
RENTS	\$ -	\$ -	\$ -	0.0%
INVESTED FUNDS	\$ -	\$ -	\$ -	0.0%
OTHER	\$ -	\$ -	\$ -	0.0%
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0.0%</u>

<b><u>STATION, PLATFORMS AND PARKING EXPENSES</u></b>				
REPAIRS AND MAINTENANCE	\$ -	\$ -	\$ -	0.0%
UTILITIES	\$ -	\$ -	\$ -	0.0%
RENT	\$ -	\$ -	\$ -	0.0%
SECURITY	\$ -	\$ -	\$ -	0.0%
INSURANCE AND CLAIMS	\$ -	\$ -	\$ -	0.0%
GENERALLY CLASSIFIED EXPENSES (INCLUDING UNSPECIFIED - DIRECT, -INDIRECT, - ADMINISTRATIVE , -AND GENERAL ALLOCATIONS )	\$ -	\$ -	\$ -	0.0%
CONNECTICUT SALES TAX	\$ -	\$ -	\$ -	0.0%
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>0.0%</u>

<b><u>NET PROFIT (LOSS)</u></b>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>-</u>
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<b><u>LOCAL GOVERNMENT'S RAILROAD FUND</u></b>	
ACCUMULATED SURPLUS (DEFICIT)	\$ -
LESS - LOCAL GOVERNMENT'S SHARE	<u>          </u>
NET AVAILABLE RAILROAD FUND SURPLUS (DEFICIT)	<u>-</u>
<b><u>STATE'S AVAILABLE SHARE @ 50%</u></b>	NOT APPLICABLE

Traffic and Transportation  
Bridge and Civil Engineering  
Architecture  
Parking Services  
Construction Inspection  
Environmental Services  
Transit Services  
Structural Engineering

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## URBITRAN REPORT

71 West 23rd Street  
New York, New York 10010  
212.366.6200  
Fax 212.366.6214

12 West 27th Street, 12th Floor  
New York, NY 10001  
212.366.6200  
Fax 646.424.0835

**New Jersey**  
2 Ethel Road - Suite 205B  
Edison, New Jersey 08817  
732.248.5422  
Fax 732.248.5424

150 River Road, Building E  
Montville, NJ 07045  
973.299.2910  
Fax 973.299.0347

**Connecticut**  
50 Union Avenue  
Union Station, Third Floor East  
New Haven, CT 06519  
203.789.9977  
Fax 203.789.8809

**California**  
1440 Broadway, Suite 500  
Oakland, CA 94612  
510.839.0810  
Fax 510.839.0854

**Massachusetts**  
275 Southampton Road  
Holyoke, MA 01040  
413.539.9005

**Albany**  
6 Meadowlark Drive  
Cohoes, NY 12047  
P.O.Box 524  
518.235.8429