

## 1100 NORTH OLIVE AVENUE

**Issue:** Vertical accessibility to the second floor of an office building.

**Analysis:** The applicant is requesting a waiver from providing vertical accessibility to the second floor of a law office. The building was previously converted from a residence to an office facility; however, the owner allowed the occupational license to lapse, and during its review the building department noted some noncompliant areas, including the need for vertical accessibility. According to the application, the structure was built during the 1920's, but no documentation was submitted. Estimates were provided of \$71,500 and \$73,950 to install an elevator. The cost of construction is \$3,250 to provide a new required exit, emergency lights and drinking fountain. According to the building official, equivalent facilities are provided on the accessible first floor.

### **Project Progress:**

The project is under design.

### **Items to be Waived:**

Vertical accessibility to the second floor, as required by Section 553.509, Florida Statutes.

553.509 Vertical accessibility. Nothing in Sections 553.501-553.513 or the guidelines shall be construed to relieve the owner of any building, structure or facility governed by those sections from the duty to provide vertical accessibility to all levels above and below the occupiable grade level regardless of whether the guidelines require an elevator to be installed in such building, structure or facility, except for:

- (1) Elevator pits, elevator penthouses, mechanical rooms, piping or equipment catwalks and automobile lubrication and maintenance pits and platforms;
- (2) Unoccupiable spaces, such as rooms, enclosed spaces and storage spaces that are not designed for human occupancy, for public accommodations or for work areas; and
- (3) Occupiable spaces and rooms that are not open to the public and that house no more than five persons, including, but not limited to equipment control rooms and projection booths.

**Waiver Criteria:** There is no specific guidance for a waiver of this requirement in the code. The Commission's current rule, authorized in Section 553.512, Florida Statutes, provides criteria for granting waivers and allows consideration of unnecessary or extreme hardship to the applicant if the specific requirements were imposed.

This application is available in alternate formats upon request.

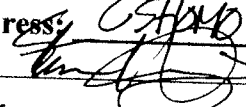
**REQUEST FOR WAIVER FROM ACCESSIBILITY REQUIREMENTS  
OF CHAPTER 553, PART V, FLORIDA STATUTES**

Your application will be reviewed by the Accessibility Advisory Council and its recommendations will be presented to the Florida Building Commission. You will have the opportunity to answer questions and/or make a short presentation, not to exceed 15 minutes, at each meeting. The Commission will consider all information presented and the Council's recommendation before voting on the waiver request.

**1. Name and address of project for which the waiver is requested.**

Name: 1100 N. OLIVE AVE, WEST PALM BEACH, FL / CHANGE OF OCCUPANCY  
Address: 1100 N. OLIVE AVE, WEST PALM BEACH, FL 33401

**2. Name of Applicant. If other than the owner, please indicate relationship of applicant to owner and written authorization by owner in space provided:**

Applicant's Name: STEVEN A. TREZISE, ARCHITECT w/T+L ARCHITECTURE, INC  
Applicant's Address: 1717 N. FLAGLER DR., SUITE 11, WEST PALM BEACH, FL 33407  
Applicant's Telephone: 561.659.8800 FAX: 561.687.4707  
Applicant's E-mail Address: STEVEN @ T-LARCHITECTS.COM  
Relationship to Owner: ARCHITECT  
Owner's Name: SHEILA POWELL & CATHERINE F. VOLPE / TENANT: CASEY D. SHIMO, ESQ.  
Owner's Address: 410 1100 N. OLIVE AVE., WEST PALM BEACH, FL 33401  
Owner's Telephone: 561.659.6366 FAX 561.659.2455  
Owner's E-mail Address: CASHIMO @ CDSTRIALLAW.COM  
Signature of Owner:  NOTORIZED OWNER'S REPRESENTATIVE.  
Contact Person: STEVEN A. TREZISE, ARCHITECT  
Contact Person's Telephone: 561.659.8800 E-mail Address: STEVEN @ T-LARCHITECTS.COM

This application is available in alternate formats upon request.  
Form No. 2001-01

3. Please check one of the following:

New construction.

Addition to a building or facility.

Alteration to an existing building or facility.

Historical preservation (addition).

Historical preservation (alteration).

4. Type of facility. Please describe the building (square footage, number of floors). Define the use of the building (i.e., restaurant, office, retail, recreation, hotel/motel, etc.)

EXISTING 2 STORY RESIDENCE WAS CONVERTED TO A LAW OFFICE YEARS  
AGO. 1205.9 S.F. ON FIRST FLOOR AND 989.6 S.F. SECOND FLOOR FOR A  
TOTAL BUILDING OF 2,195.5 S.F.. THIS IS A 1920'S HOME OF HISTORIC  
NATURE.

5. Project Construction Cost (Provide cost for new construction, the addition or the alteration):

\$ 3,250 FOR NEWLY REQUIRED EXIT AND EMERGENCY LITS + DRINKING FOUNTAIN  
(SEE ATTACHED ESTIMATES)

6. Project Status: Please check the phase of construction that best describes your project at the time of this application. Describe status.

Under Design  Under Construction\*

In Plan Review  Completed\*

\* Briefly explain why the request has now been referred to the Commission.

BUILDING HAS BEEN IN USE FOR YEARS AS A LAW OFFICE. TENANT LET  
HIS OCCUPATIONAL LICENSE Lapse, TRIGGERING A BUILDING DEPARTMENT  
REQUIREMENT FOR A CHANGE OF OCCUPANCY TYPE. CITY OFFICIALS ARE  
WORKING THROUGH ALL OTHER ITEMS THIS CHANGE INCORPORATES AND  
INDICATED WE WOULD NEED A VERTICAL ACCESSIBILITY WAIVER AS  
PART OF THE REQUIREMENTS OF THIS PROJECT.

7. **Requirements requested to be waived.** Please reference the applicable section of Florida law. Only Florida-specific accessibility requirements may be waived.

**Issue**

1: VERTICAL ACCESSIBILITY REQUIREMENT - TECHNICALLY  
INFEASIBLE AND AN UNQUE HARDSHIP.

**Issue**

2: \_\_\_\_\_

**Issue**

3: \_\_\_\_\_

8. **Reason(s) for Waiver Request:** The Florida Building Commission may grant waivers of Florida-specific accessibility requirements upon a determination of unnecessary, unreasonable or extreme hardship. Please describe how this project meets the following hardship criteria. Explain all that would apply for consideration of granting the waiver.

The hardship is caused by a condition or set of conditions affecting the owner which does not affect owners in general.

EXISTG. 2 STORY RESIDENTIAL OCCUPANCY CONVERTED TO BUSINESS  
OCCUPANCY, AS PERMITTED BY LOCAL ZONING. NO EXIST. VERTICLE ACCESS  
AS REQUIRED BY LAW. TO PROVIDE SUCH IS TECHNICALLY INFEASIBLE AND A HARDSHIP.

Substantial financial costs will be incurred by the owner if the waiver is denied.

A NEW ELEVATOR IS ESTIMATED IN EXCESS OF \$10,000.  
(70,000)

The owner has made a **diligent investigation** into the costs of compliance with the code, but cannot find an efficient mode of compliance. Provide detailed cost estimates and, where appropriate, photographs. Cost estimates must include bids and quotes.

THE SCOPE OF WORK REQUIRED BY THE LOCAL BUILDING DEPT. IS LIMITED TO ADDING EXIT AND EMERGENCY LIGHTS, A DRINKING FOUNTAIN AND SOME TRANSFER GRILLES FOR HVAC. 2 ESTIMATES ARE ATTACHED UNDER \$3,500.00

9. Provide documented cost estimates for each portion of the waiver request and identify any additional supporting data which may affect the cost estimates. For example, for vertical accessibility, the lowest documented cost of an elevator, ramp, lift or other method of providing vertical accessibility should be provided, documented by quotations or bids from at least two vendors or contractors.

a. SEE ATTACHED ESTIMATES FOR ELEVATOR INSTALLATION. ONE QUOTE OF \$71,500 AND A SECOND @ 13,950-

b. \_\_\_\_\_

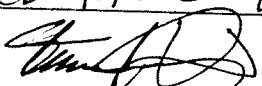
\_\_\_\_\_

c. \_\_\_\_\_

\_\_\_\_\_

10. **Licensed Design Professional:** Where a licensed design professional has designed the project, his or her comments **MUST** be included and certified by signature and affixing of his or her professional seal. The comments must include the reason(s) why the waiver is necessary.

EXISTG. RESIDENTIAL STRUCTURE CURRENTLY (AND HISTORICALLY) IN USE AS LAW OFFICE. ALL SERVICES PROVIDED ON FIRST LEVEL, NO NEED FOR 2<sup>ND</sup> LEVEL ACCESS. 1920 STRUCTURE

Signature 

Printed Name STEVEN A. TREUSE

Phone number 561.659.2800

(SEAL)

**REVIEW AND RECOMMENDATION BY LOCAL BUILDING DEPARTMENT.**

Please state why the issue is being referred to the Florida Building Commission as well as a recommendation for disposition. The Building Official or his or her designee should review the application and indicate that to the best of his or her knowledge, all information stipulated herein is true and accurate. Further, if this project is complete, explain why it is being referred to the Commission. The Building Official or his or her designee should sign a copy of the plans accompanying this application as certification that such plans are the same as those submitted for building department review. Please reference the applicable section of the Accessibility Code.

- a. EXISTING RESIDENTIAL OCCUPANCY UNDERGOING CHANGES, 1920 STRUCTURE
- b. NEW BUSINESS OCCUPANCY PROPOSED (LAW OFFICE)
- c. NO WORK PROPOSED OTHER THAN THAT REQUIRED BY CHANGE OF OCCUPANCY

Has there been any permitted construction activity on this building during the past three years? If so, what was the cost of construction?

Yes  No Cost of Construction NONE

Comments/Recommendation TOTAL PRICE OF REQUIRED IMPROVEMENTS IS

LESS THAN \$3500.00. EQUIVALENT FACILITATION PROVIDED ON FIRST FLOOR  
APPEARS TO BE UNDUE HARDSHIP TO ALLOW LAWFUL USE OF PROPERTY

Jurisdiction CITY OF WEST PALM BEACH

Building Official or Designee [Signature]  
Signature

ANGELA WISE  
Printed Name

BU 1272  
Certification Number

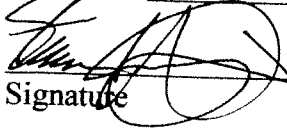
561 805 6650 / 561 805 6677  
Telephone/FAX

Address: 401 CLEMENS STREET, WEST PALM BEACH  
FLORIDA, 33401

**CERTIFICATION OF APPLICANT:**

I hereby swear or affirm that the applicable documents in support of this Request for Waiver are attached for review by the Florida Building Commission and that all statements made in this application are to the best of my knowledge true and correct.

Dated this 2<sup>ND</sup> day of SEPTEMBER, 20 09

  
Signature

STEVEN A. TREZISE, ARCHITECT  
Printed Name

By signing this application, the applicant represents that the information in it is true, accurate and complete. If the applicant misrepresents or omits any material information, the Commission may revoke any order and will notify the building official of the permitting jurisdiction. Providing false information to the Commission is punishable as a misdemeanor under Section 775.083, Florida Statutes.

Gary R. Nikolits, CFA Property Appraiser's Public Access System  
**Property Appraiser** Palm Beach County  
[Home](#)

**Property Information**

Location Address: **1100 N OLIVE AVE** [View Map](#)

Municipality: **WEST PALM BEACH** [Calculate Portability](#)

Parcel Control Number: **74-43-43-15-19-008-0110** [Proposed Tax Notice](#)

Subdivision: **GRUBER CARLBERG IN** [Reverse Side Help](#)

Official Records Book: **20709** Page: **369** Sale Date: **Aug-2006**

Legal Description: **GRUBER CARLBERG ADDITION LT 11 BLK 8**

**Owner Information**

Name: **POWELL SHELIA** [All Owners](#)

Mailing Address: **1100 N OLIVE AVE**  
**WEST PALM BEACH FL 33401 3514**

**Sales Information**

Sales Date	Book/Page	Price	Sale Type	Owner
Aug-2006	20709/0369	\$1	QUIT CLAIM	POWELL SHELIA
Aug-1994	08377/1709	\$145,000	WARRANTY DEED	
May-1986	04886/1089	\$100	QUIT CLAIM	

**Exemptions**

Jtwros - Full Homestead Exempt: **\$25,000** Year of Exemption: **2009**

Total: **\$25,000**

**Appraisals**

Tax Year:	2009 P	2008	2007
Improvement Value:	\$252,644	\$266,097	\$266,815
Land Value:	\$218,750	\$288,750	\$288,750
Total Market Value:	\$471,394	\$554,847	\$555,565

Use Code: **1200** Description: **STORE/OFFICE/RESIDENTIAL**

**All values are as of January 1<sup>st</sup> each year** P = Preliminary Values

**Property Information**

Number of Units: **3**

\*Total Square Feet: **1536**

\* May indicate living area in residential properties.

**Assessed and Taxable Values**

Tax Year:	2009 P	2008	2007
Assessed Value:	\$429,338	\$489,356	\$488,141
Exemption Amount:	\$25,000	\$25,000	\$25,000
Taxable Value:	\$404,338	\$464,356	\$463,141

[Structure Detail](#)

**Taxes**

Tax Year:	2009 P	2008	2007
Ad Valorem:	\$9,781	\$9,913	\$9,706
Non Ad Valorem:	\$388	\$388	\$262
Total Tax:	\$10,169	\$10,301	\$9,968

[Tax Calculator](#)

[Details](#)

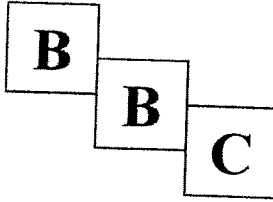
Tax Collector WebSite

NOTE: Lower the top and bottom margins to 0.25 on File->Page Setup menu option in the browser to print the detail on one page.



Commercial

Quality Construction



**BAINES BUILDING COMPANY**

2669 Forest Hill Boulevard, Suite 214  
West Palm Beach, Florida 33406

561/833-0614 Fax: 561/434-0475

August 31, 2009

Casey Shomo  
1100 N. Olive Ave.  
West Palm Beach, Florida 33401

RE: Pricing for office work.

Baines Building Company, Inc. proposes to supply all materials and labor to complete the work requested on the above referenced address.

Work to include but not limited to:

1. Installation of a 2 landing elevator including shaft and related improvements

Estimated Cost for above \$73,950.00

75% deposit is required  
25% due on Owner's approval

Any unforeseen work will be done on a time and material basis.  
Any extra work required will be done upon the approval of the Owner (change order)

\_\_\_\_\_  
Jeff Conte

\_\_\_\_\_  
Owner/Owner's Rep.

**Jeff Conte**  
VP Sales

Mobile (561) 324-8055  
email [jeff@conte.com](mailto:jeff@conte.com)

**1100 N. Olive Ave.  
West Palm Beach, Florida 33401**



Casey D. Shomo  
1100 N. Olive Ave.  
West Palm Beach, Florida 33401  
Phone: 561-659-6366 Fax: 561-659-2455  
E-Mail: cshomo@cdstriallaw.com

**PROPOSAL**

**Construction Required to Allow Commercial Use**



**P&T Construction, Inc.**  
By Ted Berghaus  
2669 Forest Hill Blvd, Suite 211  
West Palm Beach, FL 33406  
Tel: (561) 833-0614  
Fax: (561) 434-0475

September 3, 2009

---

OWNER INITIALS

---

P&T Construction, Inc. INITIALS

**Items to be constructed/installed:**

- Install (1) two stop elevator.

Total	<b><u>\$71,500.00</u></b>
-------	---------------------------

**NOTE: PROPOSAL IS GOOD FOR 30 DAYS**

- **Draw Schedule**

Upon Signing	50%	<b>\$35,750.00</b>
Upon Completion	50%	<b>\$35,750.00</b>
	TOTAL:	<b><u>\$71,500.00</u></b>

Any changes/modifications to Scope of Work Owner/Client wishes to make during the approvals process, must be submitted in writing to our office for pricing and clarification.

This is to protect you, our Owner/Client, from any possible errors, omissions or miscommunications from said changes or costs incurred that were not submitted for Owner/Client approval prior to work being performed.

P&T will negotiate, manage, and account for contracts with other professional consultants for the Project and will charge cost plus 18%.

\_\_\_\_\_

*Owner Initials* \_\_\_\_\_ *Date*

\_\_\_\_\_  
Owners Initials

\_\_\_\_\_  
P&T Construction, Inc.

A service charge of 1 1/2% per month shall be charged on all accounts past due the anticipated completion date; costs of collection, including attorney's fees and on appeal shall be borne by buyer.

This proposal shall be considered the "Notice to Owner" under the Florida Mechanics Lien Law and notice of intent to otherwise exercise rights under said statute.

**Notices:** All notices and demands required hereunder shall be made in writing, and shall be delivered or mailed by registered or certified mail, return requested, to the P&T Construction, Inc. and Owner at the addresses set for on Page 1.

**Binding:** This contract shall be binding upon both parties hereto, their heirs, personal representatives, successors, and assigns.

**No Interference:** The Owner agrees not to unreasonably interfere with any workmen during working hours and that all matters pertaining to the construction will be taken up by said Owner directly with the P&T Construction, Inc. or with the workmen in the presence of or with the consent of the P&T Construction, Inc..

**Attorney's Fees:** In the event P&T Construction, Inc. or Owner engage the services of any attorney to enforce or defend their rights under the terms of this Contract, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee and attorney's fees on appeal.

**Dispute Prior to Completion of Contract:** If, in the sole opinion of the Owner, a material dispute or disagreement beyond solution has arisen between Owner and P&T Construction, Inc. prior to completion of contract, the Owner reserves the right to terminate this Contract and Owner shall pay P&T Construction, Inc. for all materials and work done to date, which shall include an amount for P&T Construction, Inc.'s reasonable overhead and profit, and upon payment of said amount, both Owner and P&T Construction, Inc. will mutually and permanently release the other from all obligations, rights, and claims against the other.

**General:** In the event any part of this Agreement is found to be invalid or unenforceable in any respect, the remaining provisions shall not in any way be affected or impaired thereby.

The laws of the State of Florida shall govern this Agreement.

Any action by the BBC Design, Inc. or Owner to enforce or defend their rights under the terms of this Contract shall be brought in Palm Beach County, Florida.

All understandings and agreements between the parties hereto are merged into this Agreement, which fully and completely express the parties' agreement, and the same is entered into after full investigation; neither party is relying on any statement or representation made by the other not yet embodied in this Agreement. This Agreement may not be changed or terminated orally.

The waiver by either party of any term or condition hereof shall not be deemed a subsequent waiver of the same terms or condition nor a waiver of any other term or condition.

**Execution of Agreement and Receipt of Documents:** IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first above written and they expressly indicate that they have:

- Read this Agreement and understand and agree to all the provisions, terms, and conditions contained herein.

**P&T Construction**

- Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*P&T Construction, Inc*

**OWNER**

- The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

- ACCEPTED: Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Owner*

**1100 N. Olive Ave.  
West Palm Beach, Florida 33401**



Casey D. Shomo  
1100 N. Olive Ave  
West Palm Beach, Florida 33401  
Phone: 561-659-6366 Fax: 561-659-2455  
E-Mail: cshomo@cdstriallaw.com

**PROPOSAL**

**Construction Required to Allow Commercial Use**



**P&T Construction, Inc.**  
By Ted Berghaus  
2669 Forest Hill Blvd, Suite 211  
West Palm Beach, FL 33406  
Tel: (561) 833-0614  
Fax: (561) 434-0475

September 3, 2009

\_\_\_\_\_  
OWNER INITIALS

\_\_\_\_\_  
P&T Construction, Inc. INITIALS

1100 N. Olive Ave.

20-Aug-08

Items to be constructed/installed:

- Install handrail on staircase.
- Install drinking fountain (unchilled).
- Install 3 transfer grills on interior doors
- Install 6 combination exit & emergency light packs
- Install 4 battery pack emergency lights.

Total	<b><u>\$3,221.00</u></b>
-------	--------------------------

**NOTE: PROPOSAL IS GOOD FOR 30 DAYS**

• <u>Draw Schedule</u>		
Upon Signing	50%	\$1,610.50
Upon Completion	50%	\$1,610.50
	TOTAL:	<u>\$3,221.00</u>

Any changes/modifications to Scope of Work Owner/Client wishes to make during the approvals process, must be submitted in writing to our office for pricing and clarification.

This is to protect you, our Owner/Client, from any possible errors, omissions or miscommunications from said changes or costs incurred that were not submitted for Owner/Client approval prior to work being performed

P&T will negotiate, manage, and account for contracts with other professional consultants for the Project and will charge cost plus 18%

\_\_\_\_\_  
*Owner Initials*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
Owners Initials

A service charge of 1 1/2% per month shall be charged on all accounts past due the anticipated completion date; costs of collection, including attorney's fees and on appeal shall be borne by buyer.

This proposal shall be considered the "Notice to Owner" under the Florida Mechanics Lien Law and notice of intent to otherwise exercise rights under said statute.

Notices: All notices and demands required hereunder shall be made in writing, and shall be delivered or mailed by registered or certified mail, return requested, to the P&T Construction, Inc. and Owner at the addresses set for on Page 1.

Binding: This contract shall be binding upon both parties hereto, their heirs, personal representatives, successors, and assigns.

No Interference: The Owner agrees not to unreasonably interfere with any workmen during working hours and that all matters pertaining to the construction will be taken up by said Owner directly with the P&T Construction, Inc. or with the workmen in the presence of or with the consent of the P&T Construction, Inc.

Attorney's Fees: In the event P&T Construction, Inc. or Owner engage the services of any attorney to enforce or defend their rights under the terms of this Contract, the prevailing party shall be entitled to recover all costs incurred, including a reasonable attorney's fee and attorney's fees on appeal.

Dispute Prior to Completion of Contract: If, in the sole opinion of the Owner, a material dispute or disagreement beyond solution has arisen between Owner and P&T Construction, Inc. prior to completion of contract, the Owner reserves the right to terminate this Contract and Owner shall pay P&T Construction, Inc. for all materials and work done to date, which shall include an amount for P&T Construction, Inc.'s reasonable overhead and profit, and upon payment of said amount, both Owner and P&T Construction, Inc. will mutually and permanently release the other from all obligations, rights, and claims against the other.

General: In the event any part of this Agreement is found to be invalid or unenforceable in any respect, the remaining provisions shall not in any way be affected or impaired thereby.

The laws of the State of Florida shall govern this Agreement.

Any action by the BBC Design, Inc. or Owner to enforce or defend their rights under the terms of this Contract shall be brought in Palm Beach County, Florida.

All understandings and agreements between the parties hereto are merged into this Agreement, which fully and completely express the parties' agreement, and the same is entered into after full investigation; neither party is relying on any statement or representation made by the other not yet embodied in this Agreement. This Agreement may not be changed or terminated orally.

The waiver by either party of any term or condition hereof shall not be deemed a subsequent waiver of the same terms or condition nor a waiver of any other term or condition.

Execution of Agreement and Receipt of Documents: IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the day and year first above written and they expressly indicate that they have:

- Read this Agreement and understand and agree to all the provisions, terms, and conditions contained herein.

**P&T Construction**

• Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

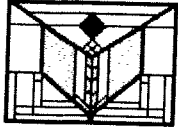
*P&T Construction, Inc.*

**OWNER**

• The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

• ACCEPTED: Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Owner*



Mary-Kathryn  
Smith/DCA/FLEOC  
09/24/2009 02:10 PM

To Steven@T-Larchitects.com  
cc  
bcc

Subject Waiver Application

In reviewing the application for 1100 North Olive, I found there were no plans submitted. While your documentation of disproportionate cost is clear, it's been my observation that the Accessibility Advisory Council needs a floor plan to assess the project properly. In this case, although the building official stated that equivalent faciliation has been provided, I feel certain the Council members will want to make this determination themselves. You may either send it to me electronically, fax to 850-410-2598 or bring copies to the October 12th meeting. If you have questions, please let me know. MK

The Department of Community Affairs is committed to maintaining the highest levels of service and values your feedback. Please take a few moments to complete our Customer Service Survey by visiting <http://www.dca.state.fl.us/CustomerServiceSurvey/>. Thank you in advance for letting us know what you think.

The Florida Discount Drug Card is designed to lower the cost of prescriptions for certain Florida residents. To learn more, visit <http://www.FloridaDiscountDrugCard.com> or call toll-free 1-866-341-8894 or TTY 1-866-763-9630.

Florida has a broad public records law and all correspondence, including email addresses, may be subject to disclosure.