

A regular meeting of the Town of Victor Zoning Board of Appeals was held on Monday, February 4, 2019 at 7:00 P.M. at the Victor Town Hall, 85 East Main Street, Victor, New York, with the following members present:

PRESENT: Michael Reinhardt, Chairman; Mathew Nearpass, Vice-Chairman; Scott Harter; Donna Morley; Fred Salsburg

OTHERS: Martin Avila, Town of Victor Code Enforcement Officer; Dave Tantillo, Town Board liaison; Adam Ryczek; Alan Rainbow; Renee Tambe; Peter J. Weishaar; Scott Copp; Patrick Bush; Sean Kennedy; Debby Trillaud, Secretary

Dave Tantillo debriefed the Zoning Board members on what issues were before the Town Board. The Town Comprehensive Plan was officially amended at the last Town Board meeting and the Route 96 Corridor Plan has been incorporated into it. Ontario County is working on an access management plan with the Town to create a blueprint of how traffic flows through the Town. The fourth quarter sales tax revenue was up 4.27%.

The meeting was opened, the Flag was saluted, and the Pledge of Allegiance was recited.

APPROVAL OF MINUTES:

On a motion by Donna Morley, seconded by Scott Harter,

RESOLVED that the minutes of January 22, 2019, be approved as submitted:

Michael Reinhardt	Aye
Mathew Nearpass	Aye
Scott Harter	Aye
Donna Morley	Aye
Fred Salsburg	Aye

Approved: 5 Ayes, 0 Nays

1. 1401 ASHWOOD LANE EXTENSION OF TIME FOR BUILDING PERMIT 2-Z-19  
Applicant requests an extension of time for a building permit issued for the construction of a single family dwelling at 1401 Ashwood Lane. The building permit was originally issued on 12/04/2015 and has since been renewed twice by the building department. §83-4 states that after two 12 month extensions of a building permit any extensions thereafter may only be granted by the Zoning Board of Appeals upon application and payment of the applicable fees.

Adam Ryczek, representing Morrell Builders addressed the Board.

Mr. Ryczek – I'm requesting an extension of a building permit for Lot #31, also know as 1401 Ashwood Lane in Silverton Glenn. This particular unit has recently received a signed contract and a deposit with an interested buyer. We will be looking to complete production and obtain a Certificate of Occupancy by the end of April, early May of this year.

Chairman Reinhardt – So that's your target?

Mr. Ryczek – Correct.

Mr. Salsburg – A one year extension the same way it was before?

Chairman Reinhardt – This should be the last one right? You're in the home stretch.

Mr. Ryczek – This unit lingered around for a while but we do have a purchaser and they are already in their selection process. This unit in particular has been taken through drywall already and shouldn't take long to complete.

Chairman Reinhardt – What else do you have to do with it?

Mr. Ryczek – From drywall it would be paint, trim, floor and kitchen. All the rough mechanicals are in. It is completely drywalled. They do want a finished basement so we have to build that, but we are still targeting the end of April.

Chairman Reinhardt – A year is plenty of time, so 2020 you'll have it completed?

Mr. Ryczek – Absolutely.

Chairman Reinhardt – Your last extension was \$300 from December 2017 to December 2018.

Mr. Ryczek – OK, I believe you. I don't make out the checks, I apologize.

Chairman Reinhardt – Before we entertain a motion any thoughts? The first fee was \$75, the second was \$300. Marty, when they ask for the third extension...

Mr. Avila – This Board has the right to decide what the fee is, if there is going to be a fee.

Chairman Reinhardt – Any thoughts from the Board on what the fee should be for an extension?

Mr. Harter – The same as last time.

Chairman Reinhardt – Fred, do you go with the same as last time?

Mr. Salsburg – Yes, no more.

Chairman Reinhardt – I'm fine with that.

Chairman Reinhardt asked if there was anyone from the audience who would like to comment and hearing none he entertained a motion to approve.

RESOLUTION:

WHEREAS, in an email dated January 15, 2019 from Adam Ryczek of Morrell Builders an additional extension of time was requested for the building permit issued to construct a single family home townhouse at 1401 Ashwood Lane.

WHEREAS, Section 83-4I, Building Permit Time Limits, indicates that building permits shall become invalid unless the authorized work is commenced within six months following the date of issuance. Building permits shall expire 12 months after the date of issuance. A building permit which has become invalid or which has expired pursuant to this subsection may be renewed upon application by the permit holder for up to two twelve-month extensions upon payment of the applicable fee and approval of the application by the Code Enforcement Officer. Any extensions thereafter may only be granted by the Zoning Board of Appeals upon application and payment of applicable fee; and,

WHEREAS, the applicant applied for and received a building permit for a single family dwelling on December 4, 2015 at 1401 Ashwood Lane. The permit was renewed on February 21, 2017 and December 20, 2017 and has expired; and,

WHEREAS, the structure has not been completed or issued a Certificate of Occupancy; and,

NOW THEREFORE BE IT RESOLVED that the Town of Victor Zoning Board of Appeals grants an extension of time until February 4, 2020 for building permit BP2015-0609 with a fee of \$300 for the completion of a single family dwelling at 1401 Ashwood Lane.

AND BE IT FURTHER RESOLVED that the following conditions are imposed:

1. That the renewal fee for the permit be paid prior to the issuance of said permit extension.

On a motion made by Scott Harter and seconded by Mathew Nearpass this resolution was put to a vote with the following results:

Michael Reinhardt	Aye
Mathew Nearpass	Aye
Scott Harter	Aye
Donna Morley	Aye



than maybe you want to be. Let's take some questions and see where you want to go with it. You may want one or the other because both is going to be problematic for you.

Mr. Rainbow – Right. The first sign application that you mentioned is not really what we are looking for, a traditional real estate sign where you're trying to sell a piece of property is generally short term in nature. At least you hope it would be. This would be a longer term installation and not something that we would expect to take down; only to modify it.

Chairman Reinhardt – I think that's what happens sometimes in the Town. It is a commercial property for sale with a phone number. There is not a business name on it; it's advertising the business that is going to be there. The real estate company or developer that is trying to advertise for it and you're right, it's temporary. The business signs, that's more of a permanent structure and the Board has traditionally held pretty tight with the amount of names that can be on there. It can identify the building itself or the plaza, but not the business names.

Ms. Morley – It's my understanding that you are doing two sign interpretations?

Chairman Reinhardt – If you are looking at the Code reference, it's how does his request fit into both §165-3 and §165-5. I think because he's looking for both that his application, or what he wants to do, needs to fit in both sections of the Code. You can't really do one or the other. That's how I see it. I'd like to hear what your opinion is.

Ms. Morley – Is that how you're seeing it?

Mr. Rainbow – Yes, and that is the quandary that we all have. It doesn't fit into either category. It's a bit of a hybrid if you will. I think that the second Code that was quoted is the more appropriate of the two.

Chairman Reinhardt – The sign that is depicted shows both sides, east and west, either looking to the right or left. That's not one sign that you are looking at. The question that we have here is how does that fit in when you see language "Coming Soon - New Salon" or "Coming Soon - Victor Vet Care", is that identifying a business or is that more of a for sale sign/lease? That's what the applicant is looking for in the interpretation. How does that fit into our Code?

Ms. Morley – I don't have any questions at this time.

Mr. Nearpass – To me it seems like you are asking for almost exactly what most applicants come in for. They want a monuments sign that lists all of the names of the businesses. There is also the for lease aspect to it. It really comes across as if you're asking for a permanent sign or structure there that is somewhat dynamic.

Mr. Rainbow – It's not our intention to list all of the businesses. It's just to identify, to make new activity known that is coming to the center. Granted this rendering was drawn late last fall and the Coming New- New Salon has long since been opened. We would have perhaps a new opportunity fold into that upper top slat whereas the salon would fall into the "now open". The signs would rotate out as each activity takes place.

Mr. Nearpass – The conundrum is that of course §165-5 is really intended to prohibit listing specific companies. It's intended to have a monument sign and it would be labeled as Fishers Landing. It would be Fishers Landing as the establishment and then maybe secondarily you could have "for lease". You would be able to put a traditional "space for lease" sign next to it, in front of it, A-frame or something to that effect. As new businesses opened they generally put their A-frames out there. Some people like them, some don't but that's what the Code is today.

My concern with this is that it just really turns into a permanent store directory for all the businesses there. As the Chairman pointed out, we've been asked this many times but it's something that very strictly the Code says isn't allowed.

I know you said temporary but where do you think that falls. What is temporary to you?

Mr. Rainbow – The white slats that you see would change out as there is leasing activity that takes place. We have over 12 merchants, businesses, operating within the center. It's not the intent to have this serve as a pylon sign with the businesses listed, but just to announce to the casual drive by that this business is now open. Eventually, when our next business comes to the shopping center, the "Victor Vet Care" would bump off the sign and then perhaps the Hair Salon would slide down in to the now open and the coming soon would be dedicated to a new tenant who signed the lease but hasn't moved in as yet. It's supposed to be a fluid thing.

Mr. Nearpass – To that point, I envision there are always going to be companies coming and going or listed there. That's kind of the idea that it really just is a directory sign for Fishers Landing, although it's packaged a little differently to us. In terms of, if you just had to adhere to what the Code says, having a Fishers Landing monument sign that the vendors their could delineate themselves as being in Fishers Landing so it was a recognized location like it is today. Then as new businesses come in and out, they put A-frames out front or something like that that is allowed. Vacancies or a sign that says for lease call whatever number.....Why do you want to do this versus just do what everybody else does?

Mr. Rainbow – We've stolen a concept from one of our competitors and kind of modeled ourselves after that.

Chairman Reinhardt – You are borrowing it.

Mr. Rainbow – We borrowed their idea and we kind of followed the script here. If we are going to build this to have it serve as many purposes and things as possible. I certainly understand where you are coming from with the business listings. A merchant identification, a real estate sign is that too. An identifier to let people know that there are leasing opportunities and there are build suit opportunities that exist within the shopping center. That is really our number one goal but we just thought to keep it fresh, to rotate sign slats in. It's certainly an attractive feature for any merchant rather than having an A-frame out front.

Mr. Nearpass – I guess I'll hold off as well to see what everyone else has to say. Where I stand now is that I really haven't heard anything that really says this is a unique case and a unique situation and we have to have it this way for x, y, z reasons. Some will agree or disagree that it may be better or provide more visibility but at this point *inaudible*.

Mr. Rainbow – We do have a sign at this time that's not the most attractive, it's dated and we wanted to replace that, we just wanted to do so with the something that was a little more functional and attractive. Again, following the lead of one of our competitors who has installed a number of these signs throughout the Town. Whether or not they have received permission to do so, I don't know.

Mr. Nearpass – I don't believe so. I don't remember anyone coming in front of us. I think that was kind of a topic that came up when we were talking to Al. I don't know how far he's looked into that. They would be hearing the same thing from me as I'm telling you if they were in front of us.

Mr. Harter – So this is an evolving sign, so to speak, that's temporary?

Mr. Rainbow – The white panels are certainly, like I said before, fluid as activity dictates. The names of the businesses will come off the sign and be replaced by new businesses that are coming in to the center. They will have a shorter lifespan than the balance of the sign.

Mr. Harter – In terms of the structure itself, is it really a temporary structure or is it a permanent one?

Mr. Rainbow – It's wooden and it's going to be on wooden posts that are anchored into the grade, but it's going to be built to last. It's not a typical real estate sign that you are only trying to get 60 to 90 days out of before you take it down. That's part of the reason for the V-shaped configuration as we just think it will hold up better to the elements, the wind, the plows coming by. It'll just be a little bit more sturdy of a structure.

Mr. Harter – Under what circumstances would it be removed? In other words, when you are fully leased or all the buildings are occupied?

Mr. Rainbow – If we were fully leased out and fully built with the additional buildings being constructed there really wouldn't be any need to promote space.

Mr. Harter – Would you at that time go with the typical single sign saying Fishers Landing?

Mr. Rainbow – We certainly could. It would be a little bit overkill to have that sign for a fully developed parcel.

Mr. Harter – Where do you intend to site the sign? Would it be in the same location as the current one?

Mr. Rainbow – Yes, that picture in the lower left hand corner, again, it's somewhat right out in front of the Monro Muffler, at that intersection, the drive entryway. It would replace the sign you see in that photograph, positioned somewhere in that vicinity where we can meet the setbacks and certainly not cause any visual obstruction trying to exit the plaza looking to the right. It would be positioned pretty much in that same location.

Mr. Harter – I have no more questions.

Mr. Salsburg – I guess you are also asking us to allow for a bigger sign.

Mr. Rainbow – Yes. The sign dimensions would be larger than what you see there.

Chairman Reinhardt – We're not allowing him to do anything just yet, it's a question, it's an interpretation of the Code. Our question is then what is that? Where does that fit in the Code? Does it fit in §165-3 or §165-5 or does it fit in both?

Mr. Nearpass – This isn't a variance request.

Chairman Reinhardt – No, this is just an interpretation of the Code. He's not there yet.

Mr. Rainbow – We're in that gray area, we don't know where it fits.

Mr. Salsburg – I think the trouble is more with §165-5.

Chairman Reinhardt – The way that I see this is you almost conveniently separated it by colors. The white is more of what would be akin to advertising for business. That would fit into §165-5. The blue leasing, phone numbers, the developer, fits more into §165-3, what should be permitted. What you are trying to do is put it all into one. If you took those two pieces away and then ask to stick them in the ground, you'd be under two different standards. That's how I'm trying to decipher this. If you had those white pieces on one sign and then "for lease" on another, you're going to be required to comply with two different sections of the Code. By putting them together you're going to have to deal with both sections of the Code. You have both a business use sign, which is usually something a little more permanent. I think you were getting the flavor from the Board that that is important. If it's going to be permanent then it looks more like a business use sign. Something that is temporary such as "for sale", "for lease". We see commercial properties from time to time, even developers, they don't really tell what's there; they invite you to call a number to see what kind of business you have and if you fit, etc. That's how I'm seeing it so far. Is there anyone from the audience who would like to speak about this? (There was no one).

We have three questions.

1. Is the proposed sign a lease sign or not?
2. What's the maximum square footage that is allowed for a sales/lease sign?
3. Is there a maximum time period for a larger than six square foot sign? Six square feet relates to Code section §165-3.

I think the Board has to be careful to not create something that is not in the Code. It's one thing to say how does this fit, but the last question deals with what is the maximum time period. The Code really doesn't speak to the sign, in §165-3, and how long it can be there. I think we've seen, and it is permitted, that if it's "for lease", "for sale", and it goes on for five years well, there really isn't anything in the Code to tell us how long it can be there. We can't make that up. That's up to the Town Board to do. If they want to put a limit on it, such as you heard earlier, there is a limit on the length of building permits. You need to finish construction, if you don't you need to come back and reapply for it.

Mr. Avila – Mike, can I interrupt for a second. If you have typical for sale or lease sign that is under six square feet, the Code allows two 30 day periods as a maximum. Therefore, that's where this question comes from. If you are over that six square feet, you now require a permit, but, how long should that sign stay up.

Chairman Reinhardt – If complying with §165-3 on the sale/lease or open for inspection, the Code directs....

Mr. Avila – Two 30 day periods if it is under six square feet. If it's over six square feet the Code doesn't speak to it at all.

Mr. Neapress – If it's over six square feet, where does it say a permit is required?

Mr. Avila - §165-3B(4) actually talks about a sales or lease – open for inspection sign, no greater than six square feet, and these are exceptions to where a permit is not required. So if it doesn't fall within that definition, it would require a permit.

Mr. Harter – So the existing sign that we are looking at on the screen; that would require a permit?

Mr. Avila – If it is over six square feet it would.

Mr. Rainbow – That's how the process started, I filed for a permit. Then we determined we needed an interpretation.

Mr. Neapress – Doesn't the permit itself, once granted, have an expiration on it?

Mr. Avila – Not a sign permit, no. To build a sign yes, it would be a six month extension, but the sign is then a permanent fixture.

Chairman Reinhardt – For now, until the Code says otherwise, I think we are still dealing with two 30 day periods. It's a close of a fit as we can find to match up the time period to what the Code says. I'm sure there are signs out there, and I would imagine that from time to time the Code Enforcement Officer cannot get to every little thing that is out there, and things go beyond 30 or 60 days. We are not here to talk about that. We're trying to figure out, what does the Code say that you can do and what you can't do.

Mr. Rainbow – I respect that.

Chairman Reinhardt – Going back to is the proposed sign a sales/lease sign or not? What is that? My own take on it is that's both, so yes it is a sales/lease sign but it also has characteristics of a business use sign. That's how I see it.

Ms. Morley – I think it's both a sales/lease sign and a business sign.

Chairman Reinhardt – What is the maximum square footage that should be allowed for a sales/lease sign? The Code says you can have six square feet.

Ms. Morley – Six square feet.

Chairman Reinhardt – And the time period. A sign that is larger than six square feet needs a building permit. So what is the time period? My thoughts were we have to follow the Code unless it changes as far as the time goes.

Ms. Morley – Two 30 day periods. I'm sure they're not going to have this property leased out in two 30 day periods. That is defeating the purpose of getting the sign up.

Chairman Reinhardt – Until the Code changes they may have to apply for extensions or cross their fingers and hope the Code Enforcement Officer doesn't come and tell them that they have gone over the time limit.

Ms. Morley – I don't know what it should be. I say two 30 day periods. That's what the Code says.

Mr. Nearpass – I think it's a business use sign. I know it has aspects of it that has 'for lease' but what you are looking to get out of the signs is really a permanent sign advertising that there is a space for lease, but also the business directory.

Mr. Rainbow – In my opinion, in all of our opinions, the business directory is secondary. The primary purpose of the sign is to let people know that there are not only leasing opportunities within the shopping center but also abilities to expand the shopping center; construct new buildings.

Mr. Nearpass – How do I get that from that sign?

Mr. Rainbow – Unfortunately the color rendering is not terrific but underneath the vet care, if that were a better rendering it would say build to suit and space available. That is drawn on the slats directly below the Victor Vet Care.

Mr. Nearpass – You are trying to do a lot in a 50 mph speed zone. It's trying to do both and if I had to pick one I'd say it falls within the business use sign. Whether it is advertising the new businesses that are there, like a directory, or just advertising the space itself, it's more than just a for lease sign. You're trying to put a lot out there. That's how I see it. You're not only asking to list the companies, you want it to be a larger sign and you also want it to have the for lease/for rent aspects.

Mr. Rainbow – Which is the primary purpose. The Salon and the Vet Care announcements in that particular instance, like I said, they were just secondary.

Mr. Nearpass – OK, so if those go away, I would say you are in §165-3. It would probably reduce the size of the sign that is required. Then we would be talking about the size of the sign versus directory, non-directory, and those kinds of things.

Chairman Reinhardt – The path we may be going down here is eventually, once we get our arms around how to interpret the Code as it applies to the sign, the applicant may then apply for a variance but then can point to a need for variance §165-3 or §165-5.

Mr. Avila – Like you were saying Matt, if the new salon and the Victor Vet Care weren't on the original application, it would have probably been put through as an application for a sign permit without an interpretation or a variance. It just would have been a permit for a lease or for sale sign. It would extend that typical two month period.

Mr. Nearpass – You would give him two months and then every two months he has to come back and get it renewed? It sounds like he wants to put a permanent structure there.

Mr. Rainbow – I would assume it's going to be up there for a couple of years.

Mr. Nearpass – I mean you are going to put footers in the ground.

Mr. Rainbow – Yes, there will be some concrete poured.

Mr. Avila – If you were going beyond the two months, simply because of the fact that it's over six square feet it needs to get a permit, which no longer holds to that two month exception, so it would be a permanent sign at that point.

Mr. Nearpass – A permanent sign that says for lease on it?

Mr. Avila – Correct.

Mr. Rainbow – You're not the first Town that I've run into this with. We have similar applications that have been heard or are going to be heard in three other townships. In one particular township everything was approved with the exception of the business listings. Again, we were just following the lead, seeing that Benderson had done something similar throughout the Town, we thought maybe this would be a positive interpretation event.

Chairman Reinhardt – So if I understood Matt, you're more inclined to call that a business sign.

Mr. Nearpass – Yes, a business sign and a variance from there.

Mr. Rainbow – On the size?

Mr. Nearpass – The directory listing, if you look at §165-5. I'm stuck at §165-5B(6). A tenant identification sign must be mounted on the building or plaza. Freestanding tenant identification signs are not permitted. So you would need a variance for that.

Chairman Reinhardt – Donna if you had to pick one?

Ms. Morley – A business sign.

Mr. Harter – Am I supposed to pick one?

Chairman Reinhardt – Yes, let's try that. Pick one or the other and see which one it picks in.

Mr. Harter – I'd go with the business sign if I had to pick one, but I do think it hits on both.

Mr. Salsburg – I think the §165-3 aspect is temporary. If that name of the new salon didn't stay over 60 days it wouldn't be that much of a factor and it's a normal business sign. I thought it was §165-5 before and now I think it's further engrained into business.

Chairman Reinhardt – I think that's a good point. In our discussion on how long it's going to be there, especially with the Code saying it's two 30 periods, that is more temporary. You are nowhere near having the desire to keep it in there for two 30 day periods.

Mr. Rainbow – Yes, only the tenant identification portions of it would be that short term.

Chairman Reinhardt – I agree with the Board, if I had to pick one, it looks more like a business sign than it does a sales/lease sign. So the answer to the first question, I think we are all in agreement, that is the proposed sign a sales/lease sign or not, and I think we are in agreement that it is not.

The maximum square footage that should be allowed for a sales/lease sign. I think we are still looking at the language of the Code.

Mr. Nearpass – If a permit is required, it doesn't give you any indication on the size of the sign?

Mr. Avila – On the maximum size of the sign. The opinion of Code Enforcement was that it should match the maximum size allowed by §165-5, which would be 20 square feet.

Chairman Reinhardt – I would agree with that. It can't be unlimited, there needs to be some limit. There is a business aspect to the proposed sign so there needs to be a maximum limit, whatever the Code is that it allows for in §165-5.

The time period, are we in agreement, as far as the sales/lease sign, by following some language in the Code, and that is two 30 day periods. Are we in agreement with that?

The other Zoning Board Appeals members were in agreement.

Mr. Salsburg – What are we doing about the size of the sign being larger than 20 square feet? As long as there is permit for the size that it is, that's OK?

Chairman Reinhardt – No, the questions is, if a building permit is required for a sales/lease or open for inspection sign, then the maximum size shall be no bigger than what is permitted in §165-5, which is 20 square feet.

Mr. Salsburg – The application is for a sign bigger than 20 square feet. It's 56 square feet.

Mr. Nearpass – What Mike is saying is that if he actually files an application for a variance, he would then have to get a variance to be bigger than the 20 square feet. This isn't an application for a variance yet.

Chairman Reinhardt – For what is in the Code that is what we are dealing with. The next meeting if the Board decides to revise the Code on this issue then we'll deal with that.

Mr. Rainbow – Assuming that we will have to pare this sign down and make it less busy, less information filled, would it be possible to construct a real estate sign and then a second business identification sign?

Chairman Reinhardt – Now you are touching on asking for a legal opinion on does it fit. We've been asked to interpret the Code based on what we see in front of us. Now you are changing a couple of variables on us and asking now what does it look like. Well, we don't know quite what it looks like and there are too many what ifs. I think you are better off looking at the minutes and then either if you have legal background or talking to an attorney, and say this is what the Board determined, this is what the determination is, how does it fit now if we change these variables? You can also come in with an application for a variance and then we analyze it, look for facts, and apply it. Other questions?

Mr. Rainbow – I think I'm all set.

Chairman Reinhardt – Thanks so much. Have a good evening.

Mr. Rainbow – Thank you.

#### RESOLUTION:

WHEREAS, an interpretation request by Alan Rainbow of Baldwin Real Estate Corporation, a DiMarco Group Company, was received by the Secretary of the Zoning Board of Appeals on January 11, 2019, regarding the existing Town Code, Section 165, with respect to commercial real estate signage in Victor.

WHEREAS, said application was referred by Martin Avila, Code Enforcement Officer of the Town of Victor on the basis of a building permit application and subsequent interpretation application to the Town of Victor; and,

WHEREAS, a Public Hearing was duly called for and published in "The Daily Messenger" on January 27, 2019, and whereby all property owners within 500 feet of the subject property were notified by U.S. Mail; and,

WHEREAS, this application is classified as a Type II action under the State Environmental Quality Review Act per Sections 617.5(c)(31) and therefore does not require further action; and,



What I would like to do, at least as far as the minutes go, for both of those meetings, on October 15, 2018 and on December 3, 2018, we had meetings and we have approved the minutes so I'd like to use all the findings that we had in both of those meetings and incorporate them into today's meeting and whatever findings we come to. We can review, go over, touch on them, I just don't want to lose track of all the progress we've made.

Where are we? I think the prime question we had was cost.

Scott Copp with T.Y. Lin International addressed the Board.

Mr. Copp – With me tonight is Renee Tambe and Peter Weishaar, attorney for Tambe Enterprises, Inc. That was not the only issue but it was certainly the primary issue as we discussed previously.

We would like to remind the Board and review some past applications that the Board has dealt with regarding Sprinkler Waivers. I'd like to put into the record a copy of those three previous approvals.

Chairman Reinhardt – You've given us three minutes from an approval dated July 5, 2016, March 21, 2016 and September 5, 2017.

Mr. Copp – Correct.

Chairman Reinhardt – The July 5, 2017 deals with the Sprinkler Waiver of Sabic Shed and March 21, 2016 would be the Pooler Park Sprinkler Waiver and September 5, 2017 is the waiver for Sugar Hill Farm.

Mr. Copp – There has been relief granted by the Town Board in a PDD (*Planned Development District*) for installation of sprinklers in self-storage buildings in the Mitchell storage facility.

Chairman Reinhardt – The Town Board or the Zoning Board?

Mr. Copp – I believe that was granted by the Town Board as part of the PDD development.

There have been previous waivers granted by the Board. We did provide the Board with a letter on February 1, 2019 that highlighted the issues before the Board and the issues the Board is to consider. The first one of those was economic hardship. We provided the Board a breakdown of all of the details required to install sprinklers within the buildings on this property that will be used for self-storage and are yet to be built. The previous submittals and information given to the Board did not go into this detail. This was generated through RS Means is a nationally recognized method for estimating construction costs. It's broken down by region of the country and by labor rates within that region. We believe the cost to install active sprinkler systems in these buildings is in excess of \$320,000. The estimate is before you. It details each item and the cost for that item.

As you'll see, rather than build a separate room that we would have to heat and supply energy to, we've opted to look at a self-contained unit that comes completely separated, contains its heat and can be enclosed in a very small space. The space would have access for the Fire Marshal to provide his inspection of and for service of that piece of equipment, rather than build out a heated space within a building. That would require cutting out a slab, putting insulation beneath the slab, and because it is a heated space at this point there are a lot of costs associated with that. We believe the self-contained unit is the most efficient and effective way to handle that. Certainly the cost, as you indicated Mr. Chairman, was an issue. We can wait until the end or discuss it at this time if there are questions.

Chairman Reinhardt – Why don't you finish your presentation and the Board may have questions regarding the criteria we have to follow.

Mr. Copp – Tambe Enterprises is still willing to provide their tenants a cover. We gave some information about the cover. It's made by Newtex which is a business here in Victor. It provides a flame retardant and fire protection for the materials enclosed within it. It's approved by the FAA. It's used on airplanes to protect the loads that may be more combustible than others. It will provide a fire protection for six hours. We believe that any materials that were stored, should that be it a snow-blower, a chainsaw, can be housed within this. They are willing to provide that to their customers. There will be no motor vehicles stored in the new buildings. We went through that previously. There is conditioned space available on the property for storage of motor vehicles inside the large building.

We proposed to protect the buildings with early detection through rate of rise heat detectors. These are dual rate of rise and fixed temperature. Should the temperature rise 15 degrees within a 60 second period of time, the alarm would go off. The system will be installed in compliance with NFPA 72 which is the national fire protection association standard for fire detection systems. Each building will be provided with addressable fire alarms. If the heat detector goes off the address of that alarm will be conveyed to an alarm panel. The alarm panel, as with all others, will identify what the detector is and there will be a plan or map to indicate where that detector is within the building. That is similar to other buildings within this Town.

We believe those answer the questions that were presented to us previously and we also provided you with the alternatives we are proposing in lieu of having Tambe Enterprises spend an additional 25 % of the cost of the project, another \$322,000.

I'm ready to answer any questions you may have.

Mr. Salsburg – The three projects that had the sprinkler waivers granted, the Sugar Hill Farm, the shed; all three of those the waiver was acceptable to the fire chiefs and the fire marshal. The shed is like one you would have at home except it was for a commercial property so it came before the Board. With this project the waiver has not been well received by the fire people, that is quite a change there.

What I wonder, is the proposal that you've got, is open from 9:00 in the morning until 6:00 at night (*correct*); no storage above a certain line – two feet below the ceiling; a very restrictive lease; eight fire walls; items covered with Newtex material; that's quite a lot. If that's what you are willing to do as a base, I was wondering how much the difference between the sprinkler system and the proposal that you've got would be. I don't know, I'm just wondering what the increment would be because in the end, the sprinkler system provides pressure the entire time the fire department is working. That's a really big plus. I'm afraid, in my own mind that the management of the material is going to be so difficult because it is boxed. You wouldn't really go around opening the boxes. After some stuff was put in the storage unit, probably the tenant would wonder what was in the back someplace. The management of what is stored is tough and as Chief Eiffert said you have to look to the long term. As things evolve, the operation changes, low tech sprinklers will be there, whereas the electronic system is more delicate than that.

Mr. Harter – I appreciate you providing the additional information. I think you did a very good job.

Mr. Salsburg – I should have said that too. That was hard to write I think.

Mr. Harter – You gave us a lot of information to go through and I think I went through most of it this afternoon. The question I had was that if it's \$322,000 for the water based system, how much is it compared to the detection system that you are speaking about?

Mr. Copp – We have not gone and had that priced specifically. Our professional understanding of the cost difference between those is substantial.

Mr. Harter – 50%, 40%?

Mr. Copp – We do comply with the requirements of the State Fire Code, so we would have to put in the alarm system regardless. It's been a necessary cost to put any alarm system even though we are reducing the size of the spaces to less than 2,500 square feet between fire barriers, the issue of an alarm system has always been on the table. We're putting in the dual purpose rate of rise and the fixed temperature, which is a different device, and it does cost slightly more, but that would be the increase.

Mr. Harter – Would you say the delta is 50%?

Mr. Copp – I would say it would be less than \$100,000. It would probably be in the \$60,000 area.

Mr. Harter – I'm just trying to figure out an order of magnitude. We received this executive summary from Robert Graham. Have you seen this as well?

Mr. Copp – I did read that, yes.

Mr. Harter – The one thing that jumps out at me and I'd like to hear your response is the second paragraph where he speaks to the adjoining three hotels, combined occupancy of 900 persons. Concerns regarding fire in the storage buildings and the potential to evacuate those people. Do you have any comment relative to that concern of his?

Mr. Copp – I think that concern is somewhat unwarranted. These are 177 feet from the closest point to the hotel. If we complied strictly to the State Fire Code, than the multitude of materials we could store on this property in a warehouse or in the existing building includes things far more volatile and dangerous than would be in these storage buildings. That would include a diesel fuel tank farm. I don't believe that level exists. Is there a possibility that there would be a fire in any building that is adjacent to the hotel, I'm not thinking about these, that would require evacuation? Certainly that is possible, but that is any building, it's not just unique to these buildings.

Mr. Harter – So it's about 177 feet or so from the closest point to the hotel?

Mr. Copp – To the corner to the closest hotel.

Mr. Harter – The final question that I have is you do this quite often and I know that you are experienced in Codes and such and I'm wondering, based on your experience, are there other towns in Monroe County or Ontario County that allow this as an alternative to your knowledge?

Mr. Copp – There are very few communities that have a sprinkler ordinance that exceeds the requirements of the State Fire Code. Those being the Town of Brighton and the Town of Greece locally. I'm not aware that an application similar to this has come before them. The Town of Greece has recently changed their sprinkler ordinance to be in line with the State Fire Code. So, it's evolved over time.

Mr. Harter – The final question I have is the business will have to have an insurance and they will pay an insurance premium every year for guarding their assets. Does the insurance company offer any differing rates for the detection system versus the suppression system or is it all considered the same by the insurance company?

Mr. Copp – I'm not a party to those discussions but typically the insurance companies have not been forthcoming with much relief for sprinklered buildings, no matter what the contents are.

Mr. Nearpass – I do appreciate that you heard us last time and you put together the proposal that you did. As Fred talked about it's always a slam dunk for us when the Fire Marshal is on board

and a few of the cases you cited were a shed in somebody's backyard for all general purposes and a pole barn. I do feel in this case that the applicant has really tried to close the gap from where you were last time with giving us the financial data and walking us through your proposal. I thought it was unique and although I'm not a fire marshal, I thought the intent of providing the FAA certified blankets to contain materials is new and helps me feel a little more comfortable about supporting something like this. The Fire Marshal does say in his letter that the fire suppression system is the most effective means to prevent a fire from becoming an established fire, they are understanding that there are other aspects that come into the equation that might therefore result in a waiver. I tend to be in the camp, but I'd like to hear from the fire departments here, that it seems like you've made a best effort to close that gap. Again, correct me if I'm wrong, but there are no occupants inside the buildings. These are all accessed externally with a garage door type.

Mr. Copp – These are unoccupied buildings, the access is through the overhead doors.

Mr. Nearpass – I'm more inclined this time to accept it.

Ms. Morley – What I am understanding about this is you are giving the engineer's estimate and then you are projecting this Newtex thing, but we don't exactly know the price, is that what you are saying?

Mr. Copp – Whatever the price is, the individual containment is, the bag, will vary on who brings what, the property. Ifs there is a snow-blower, or if there is a snow-blower and a chainsaw, a generator, that unit gets three. Another unit that just a snow-blower gets one. We are unable to determine what that expenditure is going to be over time because it's based on what people bring. These are small household devices, a small leaf-blower, but that would go into a bag.

Ms. Morley – Are these bags available through life-storage and not charged or will they be charged?

Mr. Copp – They are through Newtex. Tambe Enterprises or Life Storage would be providing them to the renter. Newtex is a company in Victor. They have a very unique product and it's unique because it's right down the street from this property.

Ms. Morley – I'm just not getting the price bit but that's OK.

Chairman Reinhardt – I appreciate that there is a lot of effort that was put in here to help us understand what you are dealing with. Right now my initial comment is, as far as what is the intent of the Code here for the sprinkler system; I appreciate the historical piece that you put forth and I would agree with Fred, those are different situations and I think the reason why those waivers were granted is 1) the Fire Marshal put in their comments and put us at ease a little bit and also, when

the day was done, it really wasn't the intent of the Code to require those smaller buildings to have sprinkler systems. In my opinion, the very reason for the sprinkler system to be in place is for this type of project. I'd also like to hear from the representative of the Fire Department, because I'm curious, if it's a 177 feet away to hotels. If there is, and I don't wish bad things on anybody, an established fire, I'm curious if someone can stand 177 feet from an established fire without proper fire protection? I think it may be hot. If it's an established fire I think it's going to be uncomfortable.

Mr. Copp – I'd like to offer an opinion. I have 38 years in the fire service. I was a fire marshal for the Town of Perinton for 22 years. I have a very good knowledge and understanding of how fire progresses. At 177 feet you would feel a little radiant heat on your face like you would if you were close to a light bulb. Not very close to a light bulb, but it might be the light in your bath fan at that distance. If there were an issue it would be with the smoke that is generated. Smoke rises but wind pushes it horizontally. All those factors are in play, I won't deny that, but for the fire to progress to the point where the entire 2,500 square feet, and these are actually less than that in that containment area, moves forward to a full blown fire... these are metal roofs; these are buildings contain the fire and contain the heat until suppression can take place. There is water and there are hydrants on the property, so water is readily available for the fire department.

Chairman Reinhardt – In your experience, have there been situations where you arrive at the fire and you just let it burn because it's not safe to send in men and women into a fire and all you are doing is basically trying to contain it so further damage to other buildings isn't going to occur?

Mr. Copp – There is a significant difference between letting it burn and an exterior fire attack. An exterior fire attack would happen with these buildings. These are not occupied buildings. Effectively it would be an exterior attack to knock the fire down.

Chairman Reinhardt – So it's fair to say there have been occasions, in your experience, when you've arrived at a fire, and it's too late. All you are trying to do is just stand back, you are going to put water on it, but you are just trying to do damage control. Is that fair enough?

Mr. Copp – That position of exterior fire attack, surround and drown is another term that is used, is a defensive attack and it still will suppress the fire. Those are fires that have a tremendous amount of combustible material in them, typically or have gotten a tremendous head start before anyone notices that there is a fire. Early detection is part of the key for that not happening.

Chairman Reinhardt - In your experience as a firefighter, when you've approached a fire, what factors go into the decision on going in or standing back?

Mr. Copp – How far the fire has progressed; where is the origin of the fire; how much of the building is involved other than contents. Typically in an unoccupied building with storage, it's unlikely that I, as a command officer, would have people enter that building until it was suppressed to the point where it was just cleanup.

Chairman Reinhardt – So if I understand you right, if you have a fair idea that there are no people in there, no life in there, you really don't know what is in the building, there could be explosives or not, you are more likely to stand back and just try and contain it and just let it burn up.

Mr. Copp – That would be a reasonable choice, but again, we are limiting what goes into these buildings. We are protecting any upholstered furniture, we're protecting anything that would represent a hazard. The tenants are limited by their lease. Is it fail proof? Nothing is fail proof.

Chairman Reinhardt – I think we all agree the intent of the Code, the paramount piece of it is safety of the firefighters. Property can be replaced, it's just money. There is going to be insurance, what have you, but lives can't be replaced.

Mr. Copp – Fire sprinklers, by NFPA's own scope their work, are not for protection of property. They are to allow people to get out of the building. That isn't going to occur here, there is no one in these buildings. That's the NFPA's standard 13 which is for sprinkler systems. They are not for protection of the building.

Mr. Salsburg – I have a comment about the 177 feet. Last week at the motel fire I was a little over 100 feet away, but I stepped out of the truck and I couldn't find my way the smoke was so thick. I had to keep my eye on the truck or I would have gotten lost. Then the smoke drifted away, but then it came back. It will definitely travel 177 feet.

Mr. Nearpass – Did the hotel have a sprinkler system?

Mr. Salsburg – No, and they couldn't find the fire. The chief of Bloomfield told his guys "We have ten minutes to put this out or we'll be here all night". They couldn't find it and they were there all night, as was Lieutenant Kennedy.

Lieutenant Sean Kennedy of the Fishers Fire District addressed the Board.

Chairman Reinhardt – Thanks for being here. You've heard the Board's questions and comments and the presentation. Is there anything else you would like to add or comment on, especially Robert Graham's Summary? Have you read that or seen it?

Mr. Kennedy – I have, yes, that was a joint communication between the Chiefs as well as the Fire Marshal's office. We agree with what is written there. We do feel that the sprinkler suppression system is the best bet here, however, we do understand that there are different aspects that you, as a Board, have to look at. If you were to give a variance we would hope for an addressable alarm system to at least be able to identify the location and help provide clarity when you have multiple buildings on the same property or campus that are tied into the same alarm system.

Chairman Reinhardt – On the line of questions that I was presenting, could you comment on if there is no sprinkler system, an alarm goes off, your crew goes out there, what are the factors that go into figuring out if you are going to send your firefighters in or you are going to stay back, whatever the rationale is.

Mr. Kennedy – It's fair to say that this type of structure, and its occupancy use for us, would be an exterior fire attack. We do measure life risk that is there and there shouldn't be life risk involved in these units. It's not a guarantee but there shouldn't be a life risk involved in these units. So for that we would take it for what it is and we would practice safer operations and we would actively try to extinguish the fire but we would do it primarily from the exterior.

Chairman Reinhardt – So it fair to say that the alarm goes off, you go out there, and you don't see any smoke, you don't know if anything is in there, it could be a false alarm, you are more likely to go in and investigate on that occasion than if there is billowing smoke all over the place and you have a pretty good idea that a lot of bad things are happening there.

Mr. Kennedy – We would try and identify where the fire is by the addressable alarm system. Hopefully that would identify maybe a range of units because I know the plans for this was to put a heat detector above multiple units with a common attic space. That would hopefully give us a range of units that we could go to. We would access those units either working with a building representative or if they have a knox box system then we would access that, but we would need to get access to those units just to confirm if there is or isn't anything going on in there.

As far as entering the units, it all depends on how the units are really compacted. I know there was a discussion about fire loads and we do have potential for a significant fire load within these structures just given the fact that they are storage space. People are going to use them like a junk closet at home. Everything gets packed in a box and you stack it neatly like Tetris and we see how much stuff we can fit in one room. It's different than a traditional fire load like you see in here which is a lot of open space. So there is a potential for that. If we can safely enter to try and investigate a little further, we will. If we can't then we're just going to have to make a judgement and find an entry way.

Mr. Salsburg – As Lieutenant Kennedy said last time most people rent the smallest unit they can possibly use and stack it up, so you don't really have any place to go in unless you unload it.

Chairman Reinhardt – I think if the Board decides to grant the waiver, I think this has been thoroughly vetted. This is the third time. There has been a lot of information. I would hazard to guess that the applicant, for lack of a better term, is on notice that if the firefighters who arrive on scene determine it is just not safe to go anywhere closer and investigate, then all they're going to try and do is contain it, it's just property. If they can safely go in and investigate, they will. No matter what a person says, be it the storage unit owner or the property owner, who may want to save the property in the storage unit, the fire chief is in charge. I think it's paramount to keep the fire crew safe and not let them progress any further unless it's safe for them to do so. I know firefighting is dangerous, I don't want to minimize that, but you want them all back when the day is done.

Mr. Kennedy – I think it's fair to recognize that the greatest concern that we have here isn't necessarily the life risk, it's going to be the rate of spread. That motel fire situation that we had just the other night, the situation that they had there was a common attic space. The fire got up into the attic space and ran the length of the building because it was unrestricted. I understand that they've increased the number of fire walls that in here, kind of compartmentalized the structure to reduce the potential for fire spread, but there is still a potential that it is going to spread from unit to unit to unit. There is a high potential that it is going to spread from unit to unit to unit. With the presence of a suppression system it is most likely going to be extinguished before we even get there. Without a suppression system, with a detection system, we may get advance notification that a fire has started and that a fire is growing but with the ability to access that structure the amount of fire load that is going to be potentially present within that building, or within that unit, combined with the open air common attic space that is above each unit, it's highly likely that the fire will travel from one unit to the next unit to the next unit. That could create significant fire growth and a significant event that we would have to work with. It would still continue to be an exterior operation.

The smoke conditions and the concerns in regards to how it would impact the surrounding hotels and occupancy there – it's fair, but there are a lot of factors that do play into that. Obviously weather, if it's a damp, humid night and the smoke is staying low to the ground, that is absolutely a concern and we will have to consider the evacuation of those hotels which is another challenge within itself. I don't think the heat is that much of a concern as the travel of the smoke and it getting into the HVAC systems of the hotels.

Mr. Nearpass – Do you feel the fire containment covers that were talked about from Newtex would also help in slowing down the...

Mr. Kennedy – I'm not 100% familiar with the products that they have there. The information referenced a six hour Class A fire rating. It was mentioned the applicant was going to put snow-blowers, generators, and gas power equipment inside of that. A Class A fire is wood and paper.

Class B is flammable liquids. We are talking about different classifications of fire that is actually going to produce a greater amount of heat, BTU's when it burns, so the Class A rating is a lesser rating. It's definitely a step in the right direction to try and limit fire spread.

Ms. Renee Tambe addressed the Board.

Ms. Tambe – I just all wanted to point out that we do have the other one existing building, which is about 60,000 square feet. It is already designated for automobiles and things like that, and there is a whole list of what we are prohibiting in the outdoor buildings. It is also my intent, if somebody wants to store a lawnmower or something that is noticeably flammable, I understand that you can't see every little thing in every little box, but we intend to only offer them the inside, climate controlled storage in the fully sprinklered building. We do have a lot of space.

Chairman Reinhardt – Does anyone from the audience want to speak for or against the application?

Peter Weishaar, the attorney for Tambe Enterprises addressed the Board.

Mr. Weishaar – I don't want to re-plow over ground that has already been plowed but I would just like to make a couple of highlights from what I've heard and what I've read in the materials. I actually do think that this is similar to the prior sprinkler waiver applications that were approved in a couple of respects. I know that the buildings were smaller, like the shed or pole barn, but what is very similar between those applications and this application is that they are not going to be occupied spaces. Another similarity is that these buildings aren't going to have electric. These buildings won't have ignition sources: no heat source, no electric. I think that those are significant items and why this is similar to the waivers that have been granted.

The buildings will have the rate of rise and the heat detection that the Fire Marshal has said that if this waiver is approved that is what would be wanted. I think that is really important because, the way I understand it, and of course, Mr. Copp is more qualified than I am to talk about that, but my understanding is that the rate of rise is going to show a rise even if it's a low temperature and if the temperature goes up quickly the alarm is going to go off. That's going to be something that is better in one sense than a sprinkler alarm. A sprinkler, obviously, is a suppression and an alarm is not, but if you don't have occupancy, I think, then at least the notice will be out there quickly. These are just one story buildings and my understanding of what Mr. Copp has said is that if there is a fire it will be an exterior attack and there shouldn't be any need to go into the buildings.

I know there was a mention of this earlier about the Victor self-storage. My understanding is that that is a Planned Development District so it would have been a waiver granted by the Town Board. I don't know all the details regarding that and I know that this is not something that this Board would have heard, but I do think it is significant, in driving here tonight I did drive by that facility, and my understanding is that is a comparable facility if not larger than what is proposed here, and they appear to have lights on the outside of the buildings. Apparently there is electric in

those buildings in spite of the fact that there are no sprinklers. I know there are probably other differences there as well, but I just wanted to highlight that. When you look at other Towns they may have these types of waivers, but Victor itself has granted some type of waiver although I know it was not this Board. Those are a few highlights I wanted to mention.

Mr. Salsburg – Deputy Chief Eiffert from Victor didn't put much weight in the early detection, the rate of rise. He said that if the rate of rise operates because the temperature is coming up, the top temperature alarm would go off right behind it and that was only 30 degrees from the sprinkler's burst temperature. He didn't think there was a time advantage enough to put a lot of weight in the rise part of it.

Mr. Copp – Although we've enjoyed an unusually warm day for February, we'll pick last week when the temperature was zero. The temperature in this space had to rise to 11 degrees and it would set off the rate of rise heat detector. It's dependent upon ambient temperatures. Most of the year those would be going off at less than 100 degrees. Where the sprinkler fuses at 165 degrees.

Mr. Salsburg – That's a point, yes.

Mr. Copp – Most of the year, in fact almost all the year because it's very seldom that we get a 100 degree day around here. Those rate of rise detectors will pick up that movement in the temperature threshold very early on, much earlier than a sprinkler head will. I just wanted to put that on the table.

Chairman Reinhardt – There have been some ideas around about what the viable alternatives are. I'm not clear that if the waiver is granted, what is it that you are going to do. I see a note from Robert Graham. He is recommending an automatic alarm heat detection system be required. So let's start there. If the waiver is granted, is that going to be installed?

Mr. Copp – We will install a heat detection system in compliance with the NFPA standard 72.

Chairman Reinhardt – The other alternatives then, in lieu of the sprinkler system should the waiver be granted, what is your client going to do?

Mr. Copp – We will demarcate the height at which the storage can be within each space at two feet below the ceiling. With sprinklers that could go up to 18 feet but we are going to put the line at two feet from the ceiling. Each tenant does sign a lease that restricts what can be stored in this space. The restrictions will include motorized vehicles, and boats.

Chairman Reinhardt – Was there a discussion about firewalls. I think that was at the first meeting. There were a number of different ideas about what the alternative are and I don't think you are

going to do all of them, so I'm trying to get what it is you are going to do should the waiver be granted.

Mr. Copp – We are going to provide containment with fire barriers of less than 2,500 square feet. If we went over that it would be required to put in sprinklers by the State Fire Code. We will not exceed the 2,500 square feet between fire barriers, two hour rated walls.

Mr. Salsburg – If the waiver were granted it would be per the proposal of T. Y. Lin as an alternative to the sprinkler waiver.

Chairman Reinhardt – OK, this is on T.Y. Lin letterhead dated February 1, 2019.

Mr. Nearpass – So the nine items are a through j.

Chairman Reinhardt – Now we can use that. That is what your client is willing to do in lieu of the sprinkler system.

Mr. Copp – That's correct.

Chairman Reinhardt – The Board is on the same page with that? (*They were*). Let's take a straw pole. The findings, as far as undue hardship, we are now looking at the justification being over \$300,000. The estimate is \$322,550. The second requirement, physical and legal impossibility: the applicant has indicated that it is not legally impossible but it's impractical and points to the cost of the installation of the sprinkler system. The third is the impediment of the intended objectives of the section. I think we are all in agreement that the primary purpose is the firefighters protection, but as we have in the past granted waiver, there is no human life that is going to live there or work in the area. It's storage only. There are going to be lease agreements. The tenant is going to be prohibited from storing hazardous material. If a fire does break out it will be in the Fire Department's discretion to either enter or utilize an exterior attack. The fourth, the viable alternatives, that's what we just touched on in Mr. Copp's letter dated February 1, 2019. The recommendations, we've heard from Lieutenant Kennedy and also a memo from Mr. Graham, dated January 30, 2019, which states he is in favor of the suppression system, however, recommended that they are advocating for an automatic alarm heat detection system that would be required in lieu of the required sprinkler system.

With that, with all those in place, Fred are you in favor of granting the Sprinkler Waiver or not.

Mr. Salsburg – No, I'm not, I'm not in favor of the waiver.

Mr. Harter – I'll use Matt's expression, I think they closed the gap. In all the years I've been on this Board I don't recall that I've ever seen as much justification for a waiver as we've seen in this application. I think he did an excellent job and I think our questions were addressed as best as they could be. I think with all the points that were brought up in addition to the way the facility is going to be protected, the other decisions that we made, that Fred addressed, as why we made them, I think you did your homework very well.

Mr. Nearpass – I concur with what Scott said and what I said earlier. The other reason for my primary justification for agreeing was the focus on human life. This building isn't going to be occupied. You closed the gaps in terms of explaining the costs involved and the pros and cons. You've got a nine different things you are going to do in lieu of putting the sprinkler system in, so I'm good.

Ms. Morley – I'm in favor of the waiver.

Chairman Reinhardt – Initially when I heard the application I wasn't for it. I agree with Matt and Scott and Donna that you have closed the gap. There is a lot of information here. I appreciate all the time our firefighters have come to address what they are up against. We have thoroughly gone through this, this is the third time we are here. I think there are solid minutes on what this is about. I don't mean to scare the applicant or wish bad things on them, but I think you are on notice that if a fire does break out, and to the firefighters discretion, if they don't feel safe going in they are just going to do an exterior attack. It's property, it's not life; they are not going to go in. I don't want to hear later on, you granted the waiver, why didn't they go in? We don't control the fire department. They are going to do their job, and they do great jobs day in and day out. With that, I'd be inclined to grant a waiver with the conditions as we spelled out and all those things that have been laid out in your letter.

Just a quick question, Mr. Graham's recommendation to have the alarm heat detection system, is that in addition to or part of your...?

Mr. Copp – That is exactly what we are proposing.

Chairman Reinhardt – So there is nothing new there. Does anyone else want to speak before we entertain a motion?

Mr. Nearpass – Item f in there outline was the heat detection.

Chairman Reinhardt – Thank you.

RESOLUTION:

WHEREAS, an application was received by the Secretary of the Zoning Board of Appeals on October 1, 2018 from Tambe Enterprises LLC, 7500 County Road 42, Victor, NY, 14564, requesting a fire sprinkler waiver per the Town of Victor Code (see Chapter 83-4F (2) (a)) for four exterior storage buildings at their address; and,

WHEREAS, said application was referred by Sean McAdoo, Town of Victor Code Enforcement Officer, on the basis that the structure is required to have an approved fire sprinkler system installed and operational; and,

WHEREAS, a Public Hearing was duly called for and was published in “The Daily Messenger” on October 4, 2018, and whereby all property owners within 500 feet of the application were notified by U.S. Mail; and,

WHEREAS, Robert Graham, Town of Victor Fire Marshall, reviewed the application. In a coordinated fire service sprinkler waiver review with the Victor Fire Services, Mr. Graham commented on October 10, 2018, that the applicant has agreed to separate the storage units into fire areas of less than 2,500 square feet and to install fire petitions; and,

WHEREAS, Robert Graham, Town of Victor Fire Marshall, in a coordinated fire service sprinkler waiver review with the Victor Fire Services, also commented on November 2, 2018, that the fire service continues to support the Local Law requiring sprinklers and the Fire Marshal also wrote a summary dated January 30, 2019; and,

WHEREAS, Public Hearings were held on October 15, 2018, December 3, 2018 and February 4, 2019 at which time two representatives of fire departments and the applicant’s attorney spoke regarding the application; and,

WHEREAS, after reviewing the file, the testimony given at the Public Hearing and after due deliberation, the Town of Victor Zoning Board of Appeals considered the following:

1. Undue economic hardship.

The estimate for the complete installation of a Sprinkler System is over \$300,000.

2. Physical of legal impossibility.

The applicant has indicated that it is not legally or physically impossible but it is impractical, because it is cost prohibitive.

3. Impediment to the intended objectives of this section.

The primary objective of this section is firefighter's protection but there will be no persons living or working in the building; it is for storage only. The tenants will be prohibited from storing hazardous materials. Should a fire break out it would be the fire department's discretion on whether to enter or utilize an exterior attack so as not to endanger their lives.

4. Necessity in light of other viable alternatives which meet the objectives of the code section.

Scott Copp of T.Y. Lin International enumerated other viable alternatives in the letter dated February 1, 2019 page 3 through page 6, and they are summarized in the conditions below.

5. Recommendations and comments submitted by the Coordinated review by the Fire Chiefs of the Victor and Fishers Fire Districts and the Town of Victor Fire Marshal.

In the Coordinated Fire Service Sprinkler Waiver Executive Summary dated January 30, 2019, Robert Graham, the Town Fire Marshal stated that while a fire suppression sprinkler system is the most effective means to prevent an established fire, if the ZBA determines that a waiver is warranted then an addressable automatic alarm heat detection system is required to be installed in lieu of the sprinkler system.

DECISION:

On motion made by Scott Harter, and seconded by Matthew Nearpass:

NOW, THEREFORE BE IT RESOLVED that the application of Tambe Enterprises LLC, 7500 County Road 42, Victor, NY, 14564, requesting a fire sprinkler waiver per the Town of Victor Code (see Chapter 83-4F (2) (a)) for four exterior storage buildings at their address BE APPROVED with the following CONDITIONS:

1. Each building be equipped with an addressable Automatic Fire Alarm System, capable of transmitting a fire alarm that designates where the alarm originates.
2. Each storage unit door shall be labeled with a four inch address number corresponding to the addressable alarm system.
3. The applicant shall install and implement the other viable alternatives enumerated in the T.Y. Lin International letter dated February 1, 2019 page 3 through page 6, including: Heat

detectors that detect both fixed temperature and rate-of-rise; no electrical lighting or other heat source in the storage units; tenant leases prohibiting hazardous materials; fire walls dividing units into areas 2,500 square feet or less; provision of Newtex FireCape Fire-Containment Covers for certain tenants; annual storage unit inspections; items stored to be two feet below the ceiling of the buildings.

This resolution was put to a vote with the following results:

Michael Reinhardt	Aye
Mathew Nearpass	Aye
Scott Harter	Aye
Donna Morley	Aye
Fred Salsburg	Nay

Adopted: 4 Ayes, 1 Nay

It was unanimously agreed and RESOLVED that the meeting was adjourned at 8:35 PM.

Debby Trillaud, Secretary