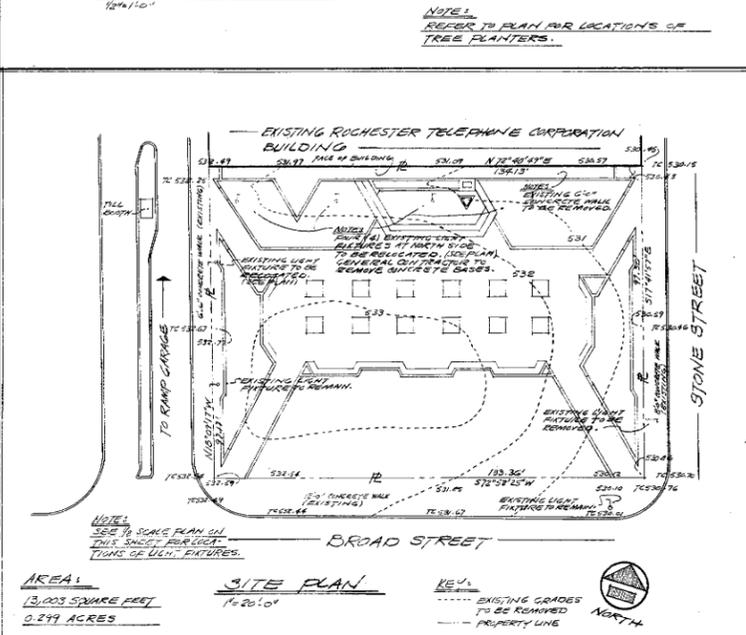
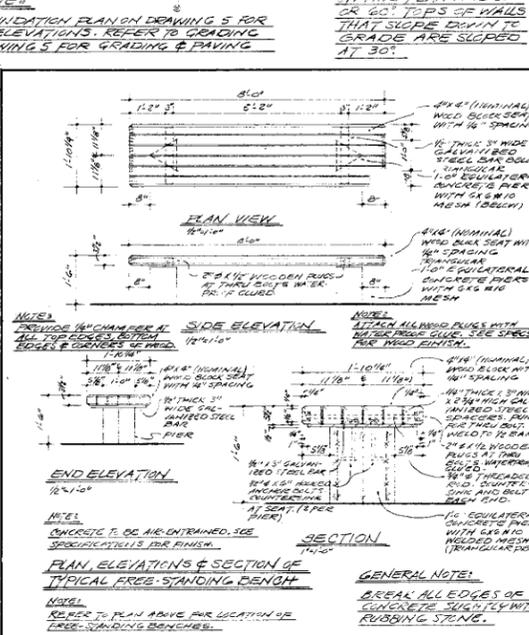
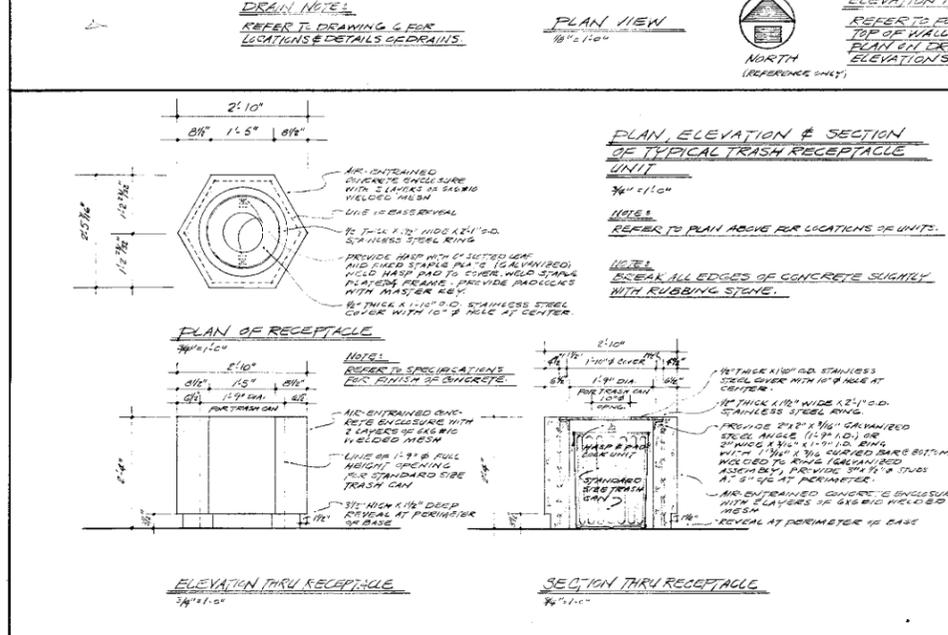
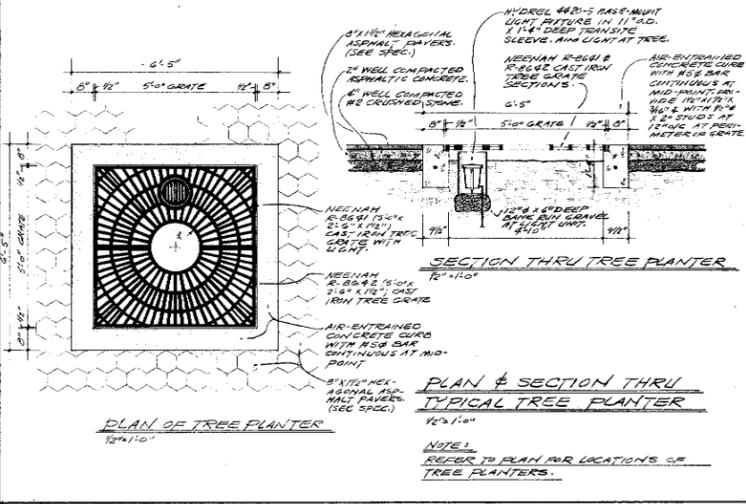
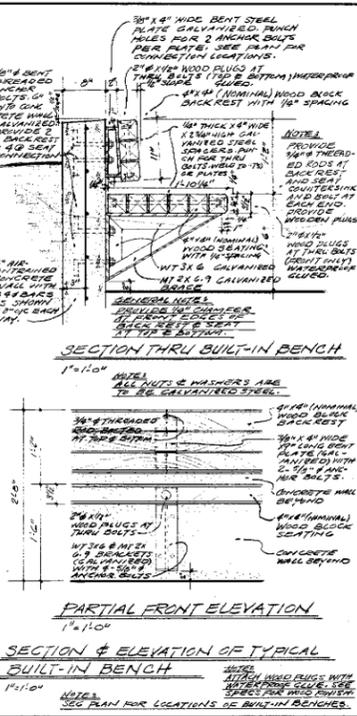
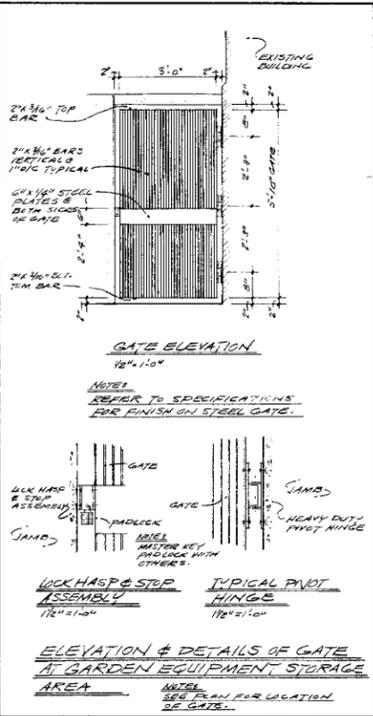
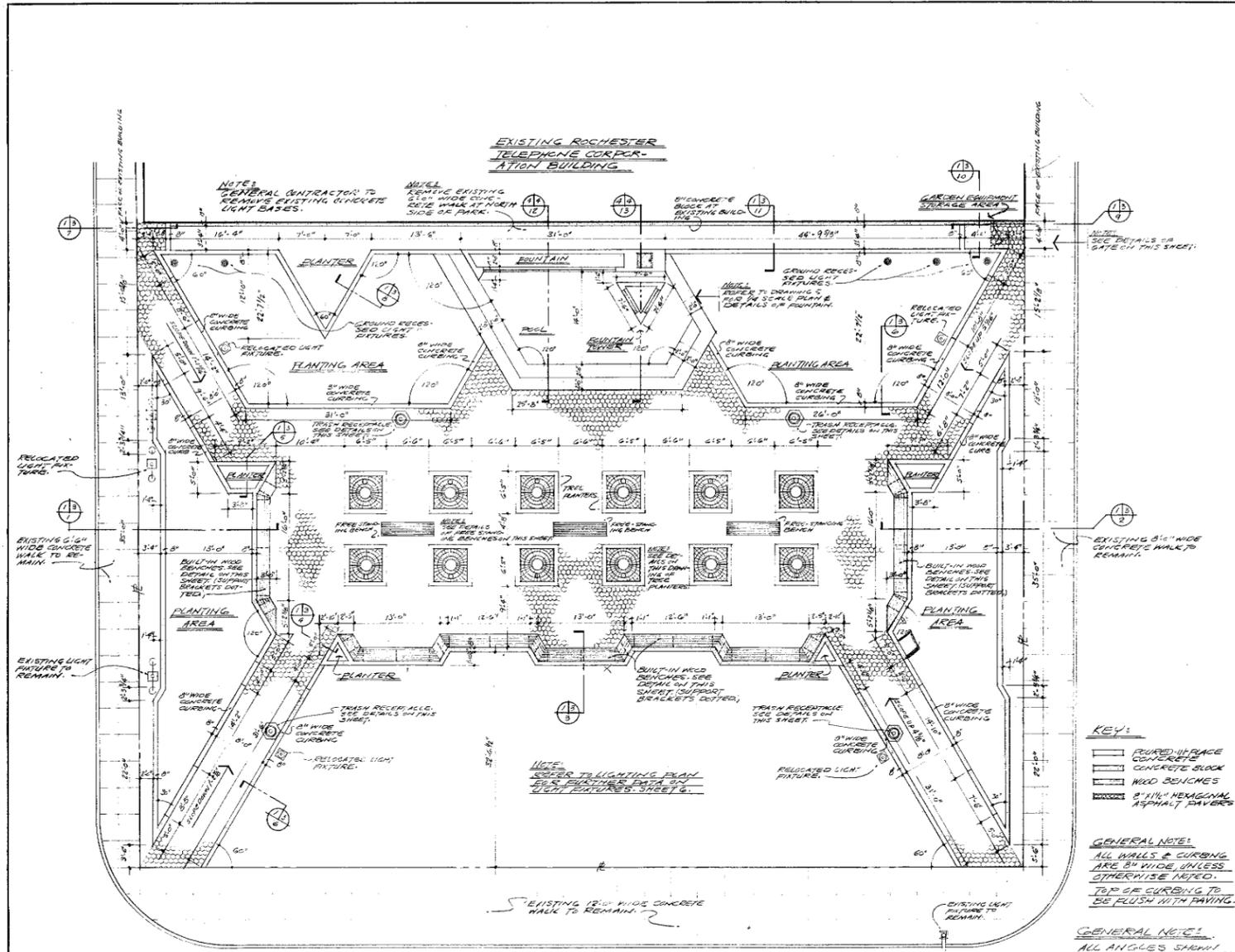


## Appendix A:

### Original 1976 Cornerstone Park Plans



**HANDLER GROSS**

**RICHARD J. HANDLER  
FRANK S. GROSSO**

**ARCHITECTS  
ENGINEERS  
PLANNERS**

**2209 MONROE AVENUE  
ROCHESTER NY 14618  
PHONE 716 275 8420**

**TITLE**  
ROCHESTER TELEPHONE CORPORATION PARK

**CORNER OF BROAD STONE ST.  
ROCHESTER, NEW YORK**

**DRAWING**  
SITE PLAN, PLAN, MISC.

**DATE** JULY 9, 1976

**JOB NO.** 76-7-1

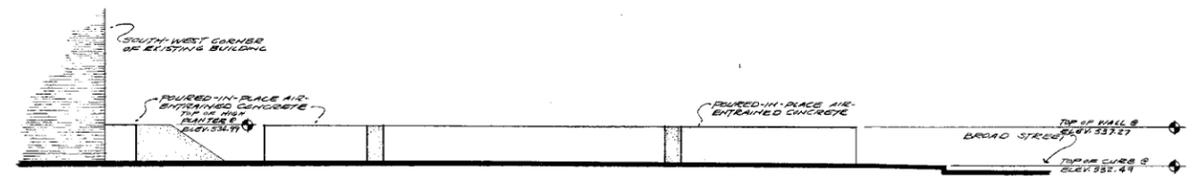
**DRAWN BY** JRD

**CHECKED BY** FSG, RJH

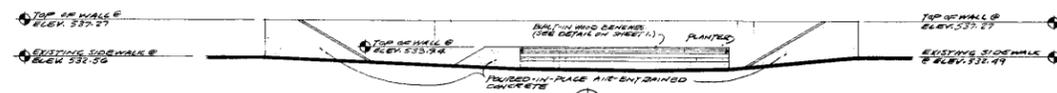
**SCALE** AS NOTED

**REVISIONS**

**SHEET**  
**I**



WEST ELEVATION 1/2"=1'-0"



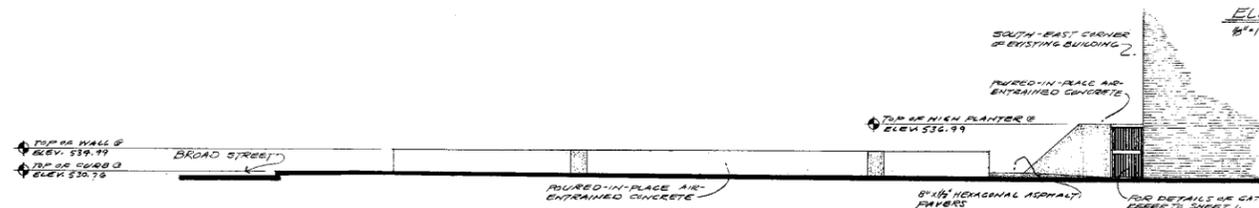
INTERIOR WEST ELEVATION 1/2"=1'-0"



SOUTH ELEVATION 1/2"=1'-0"



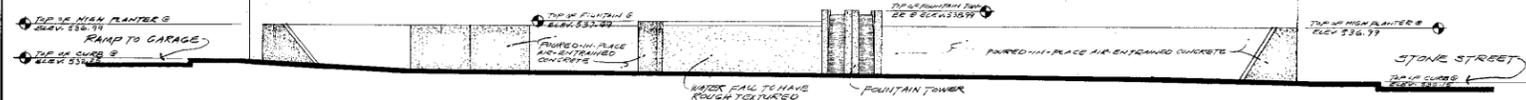
INTERIOR EAST ELEVATION 1/2"=1'-0"



EAST ELEVATION 1/2"=1'-0"



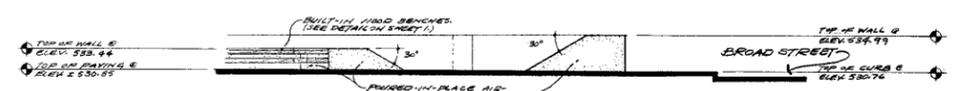
INTERIOR SOUTH ELEVATION 1/2"=1'-0"



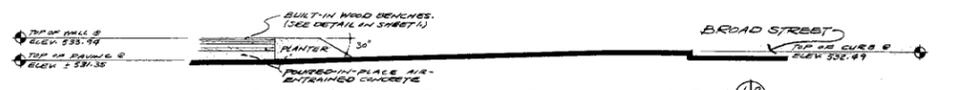
INTERIOR NORTH ELEVATION 1/2"=1'-0"



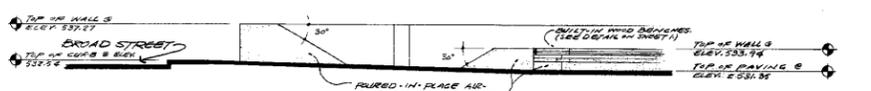
ELEVATION OF WEST WALL AT SOUTH-EAST ENTRY 1/2"=1'-0"



ELEVATION OF EAST WALL AT SOUTH-EAST ENTRY 1/2"=1'-0"



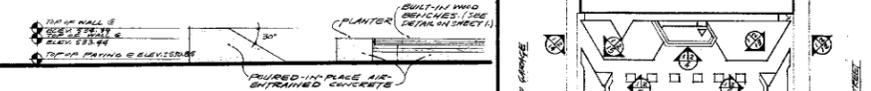
ELEVATION OF EAST WALL AT SOUTH-WEST ENTRY 1/2"=1'-0"



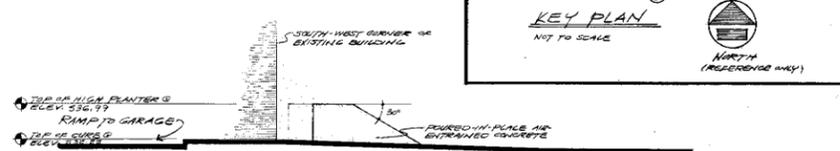
ELEVATION OF WEST WALL AT SOUTH-WEST ENTRY 1/2"=1'-0"



ELEVATION OF NORTH WALL AT NORTH-EAST ENTRY 1/2"=1'-0"



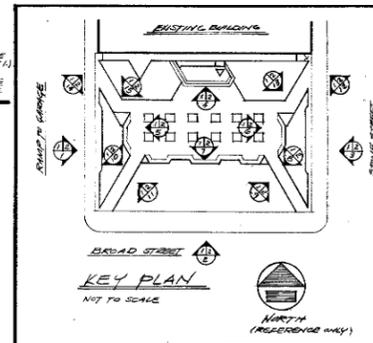
ELEVATION OF SOUTH WALL AT NORTH-EAST ENTRY 1/2"=1'-0"



ELEVATION OF NORTH WALL AT NORTH-WEST ENTRY 1/2"=1'-0"



ELEVATION OF SOUTH WALL AT NORTH-WEST ENTRY 1/2"=1'-0"



KEY PLAN NOT TO SCALE

HANDLER GROSSO

RICHARD J. HANDLER FRANK S. GROSSO ARCHITECTS ENGINEERS PLANNERS

2209 MONROE AVENUE ROCHESTER NY 14618 PHDNE 716 275 9480

TITLE ROCHESTER TELEPHONE CORPORATION PARK

CORNER OF BROAD & STONE ST. ROCHESTER, NEW YORK

DRAWING ELEVATIONS

DATE JULY 8, 1976

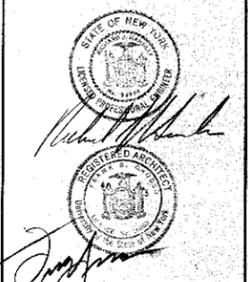
JOB NO. 76-7-1

DRAWN BY JRD

CHECKED BY FSG, RJM

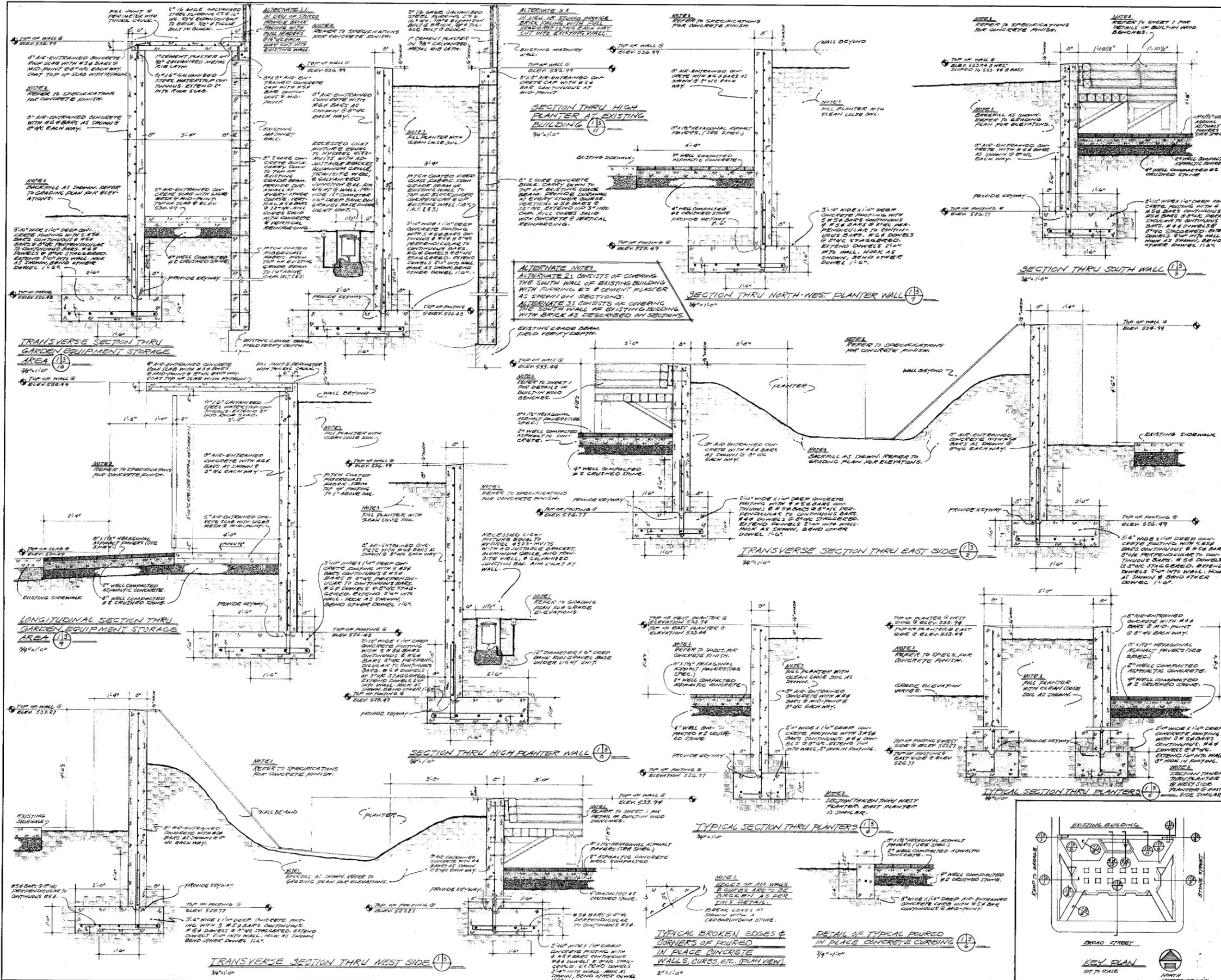
SCALE AS NOTED

REVISIONS



SHEET

2



HANDLER GROSSO

RICHARD J. HANDLER FRANK S. GROSSO ARCHITECTS ENGINEERS PLANNERS

2209 MONROE AVENUE ROCHESTER NY 14618 PHONE 716 275 8420

TITLE ROCHESTER TELEPHONE CORPORATION PARK

CORNER OF BROAD & STONE ST. ROCHESTER, NEW YORK.

DRAWING SECTIONS & DETAILS

DATE JULY 2, 1976

JOB NO. 76-7-1

DRAWN BY JAD

CHECKED BY FSG, RJA

SCALE AS NOTED

REVISIONS



SHEET

3

**PLUMBING NOTE:**  
ALL ITEMS SUCH AS DRAINS, SUPPLY LINES & VALVES, ETC. SHOWN ON THIS DRAWING ARE SHOWN SOLELY TO INDICATE THEIR LOCATIONS. REFER TO DRAWING 10 FOR SIZE, QUANTITIES & CONFIGURATION OF ITEMS.

HANDLER  
GROSSO

RICHARD J. HANDLER  
FRANK S. GROSSO  
ARCHITECTS  
ENGINEERS  
PLANNERS

2208 MONROE AVENUE  
ROCHESTER NY 14618  
PHONE 716 275 8420

TITLE  
ROCHESTER  
TELEPHONE  
CORPORATION  
PARK

CORNER OF BROAD & STONE ST.  
ROCHESTER, NEW YORK

DRAWING  
FOUNTAIN PLAN &  
DETAILS.

DATE July 8, 1976

JOB NO. 76-7-1

DRAWN BY JRD

CHECKED BY FSG, RJH

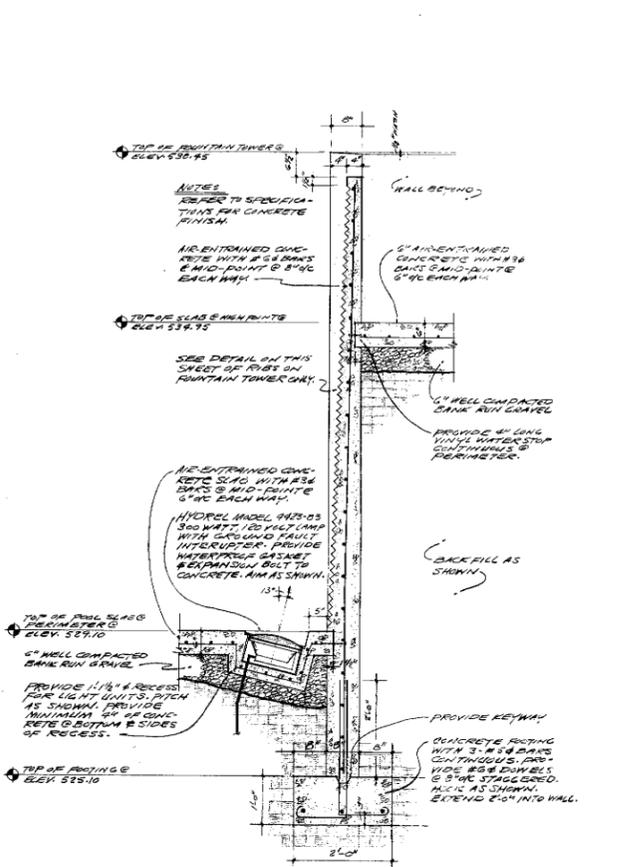
SCALE AS NOTED

REVISIONS



SHEET

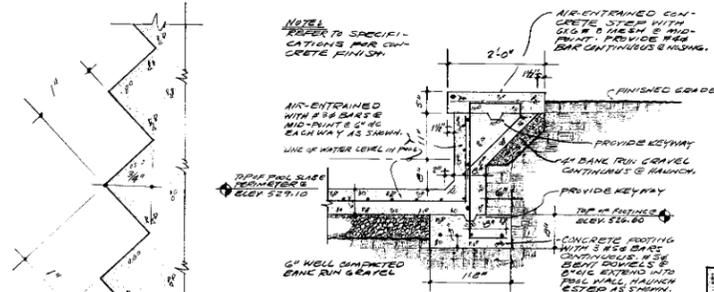
4



NOTE:  
REFER TO SPECIFICATIONS FOR CONCRETE FINISH.

NOTE:  
HYDROL MODEL 948-03 300 WATT, 120 VOLT CAMP WITH GROUND FAULT INTERRUPTER, PROVIDE WATERPROOF GASKET & EXPANSION BOLT TO CONCRETE. AMAS SHOWN.

SECTION THRU FOUNTAIN TOWER (1/16)



NOTE:  
REFER TO SPECIFICATIONS FOR CONCRETE FINISH.

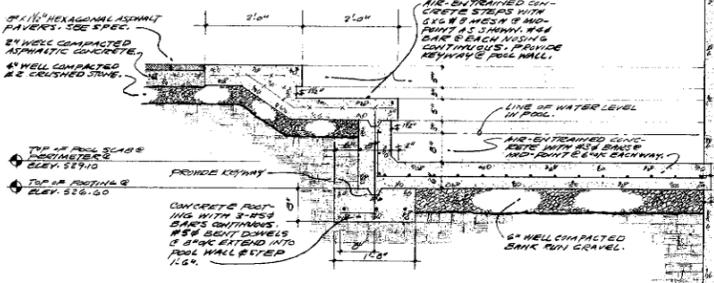
NOTE:  
AIR-ENTRAINED CONCRETE STEPS WITH 5/8" x 1/4" BARS @ 12" ON CENTER, PROVIDE 1/2" BARS CONTINUOUS & FINISH.

SECTION THRU EAST STEP OF POOL (1/16)

DETAIL OF RIBS AT WATERFALL OF FOUNTAIN TOWER

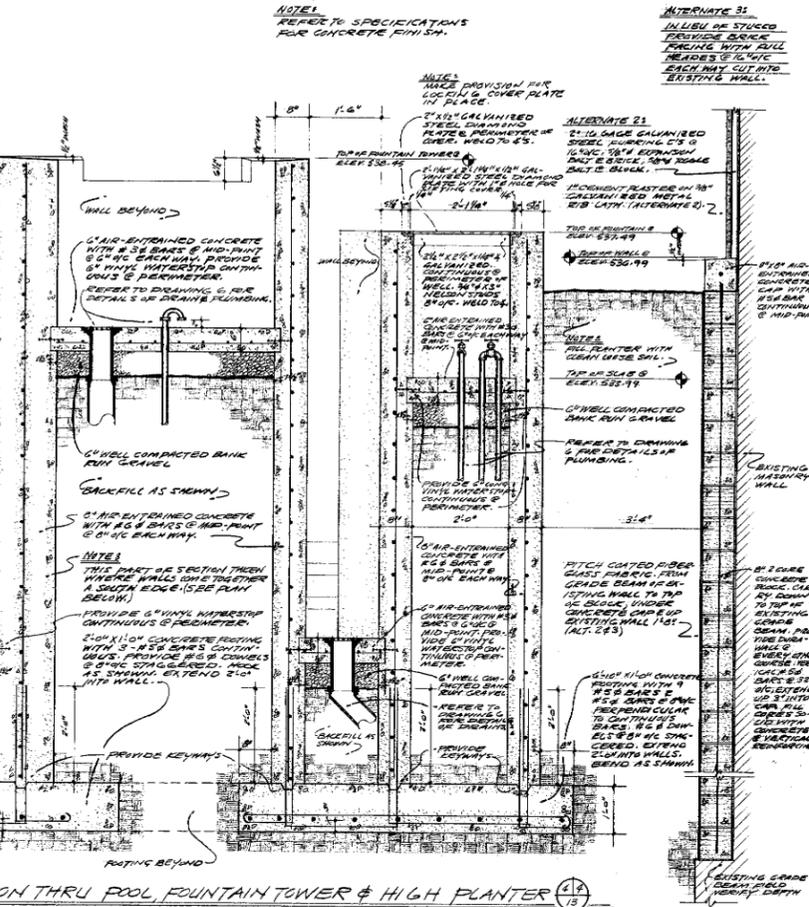
FULL SCALE

NOTE:  
DETAILS OCCURE ONLY IN WATERFALLS ON FOUNTAIN TOWER.



ALTERNATE 21  
1/2" x 1/4" GALV. STEEL PLATING 1/2" x 1/2" x 1/4" BARS @ 12" ON CENTER, PROVIDE 1/2" BARS CONTINUOUS & FINISH.

ALTERNATE 31  
IN LIEU OF STUCCO PROVIDE BRICK FACING WITH 1/2" BARS @ 12" ON CENTER, PROVIDE 1/2" BARS CONTINUOUS & FINISH.

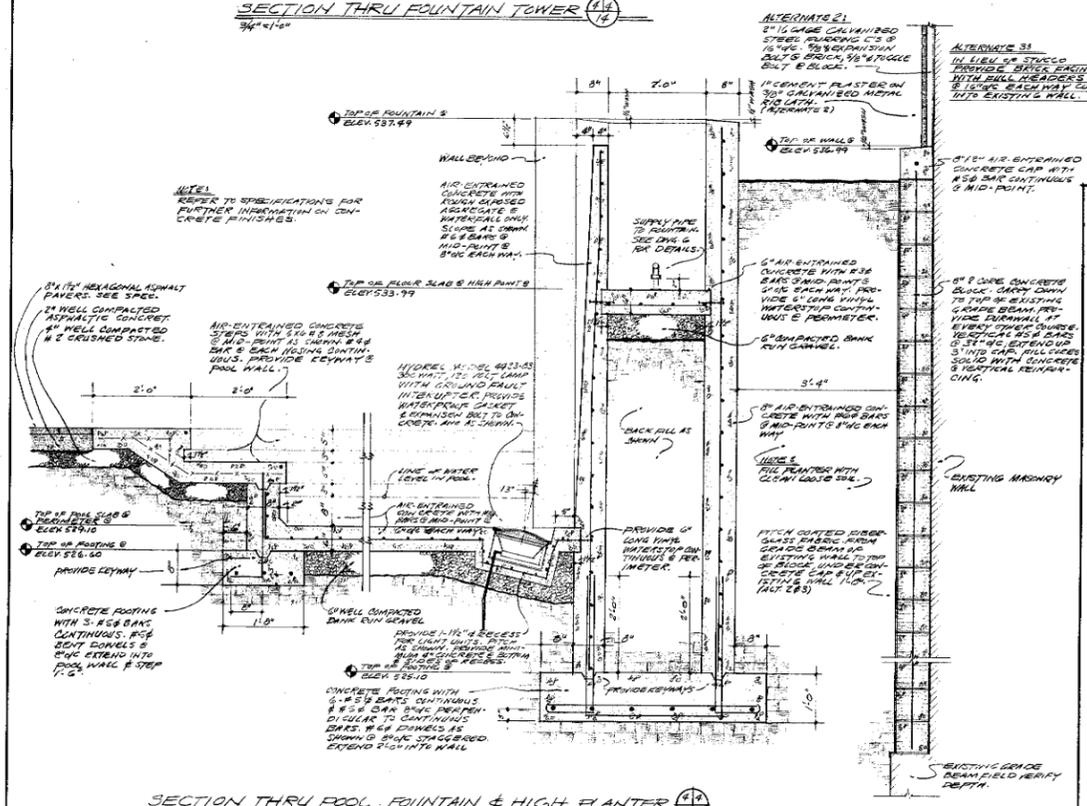


NOTE:  
REFER TO SPECIFICATIONS FOR CONCRETE FINISH.

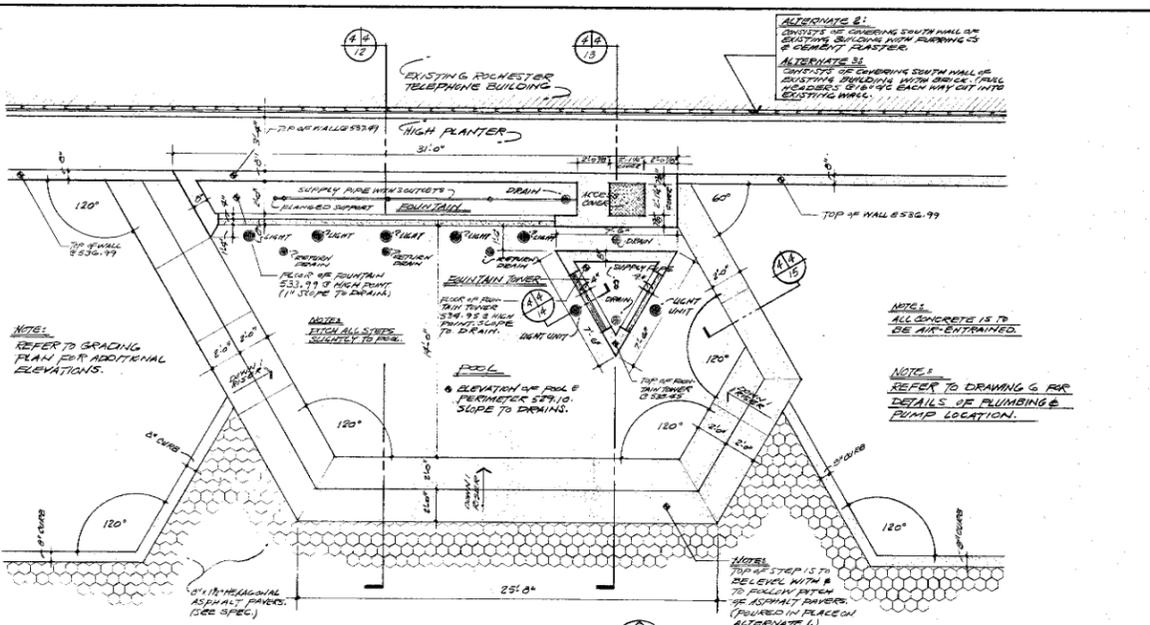
ALTERNATE 31  
IN LIEU OF STUCCO PROVIDE BRICK FACING WITH 1/2" BARS @ 12" ON CENTER, PROVIDE 1/2" BARS CONTINUOUS & FINISH.

ALTERNATE 21  
1/2" x 1/4" GALV. STEEL PLATING 1/2" x 1/2" x 1/4" BARS @ 12" ON CENTER, PROVIDE 1/2" BARS CONTINUOUS & FINISH.

SECTION THRU POOL, FOUNTAIN TOWER & HIGH PLANTER (1/16)



SECTION THRU POOL, FOUNTAIN & HIGH PLANTER (1/16)



PLAN OF FOUNTAIN



NORTH (REFERENCE ONLY)

NOTE:  
POOL, FOUNTAIN & FOUNTAIN TOWER PLANS & DETAILS ARE IDENTICAL ON ALTERNATE 1.





RICHARD J. HANDLER  
FRANK S. GROSSO  
ARCHITECTS  
ENGINEERS  
PLANNERS

2208 MONROE AVENUE  
ROCHESTER NY 14618  
PHONE 716 275 9420

TITLE  
ROCHESTER TELEPHONE  
CORPORATION  
PARK

CORNER OF BROAD AND STONE ST.  
ROCHESTER, NEW YORK

DRAWING  
ALTERNATE #1

DATE AUGUST 6, 1976

JDS NO. 76-7-1

DRAWN BY MGT

CHECKED BY FSG & RJH

SCALE AS NOTED

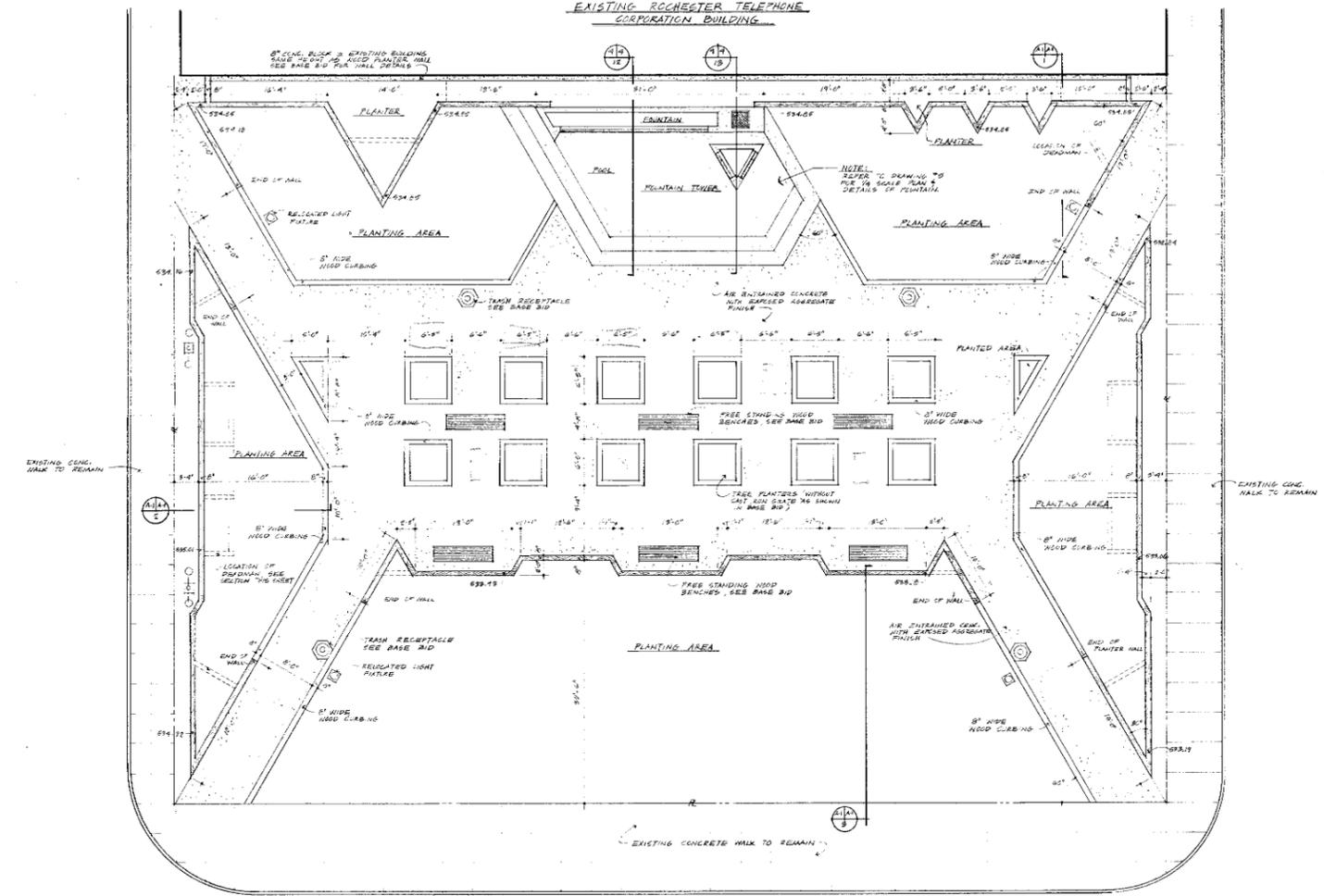
REVISIONS

STATE OF NEW YORK  
SEAL OF ARCHITECT  
SEAL OF ENGINEER  
SEAL OF PLANNER

SHEET

A 1

EXISTING ROCHESTER TELEPHONE  
CORPORATION BUILDING

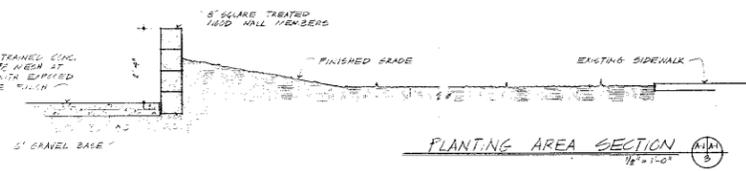
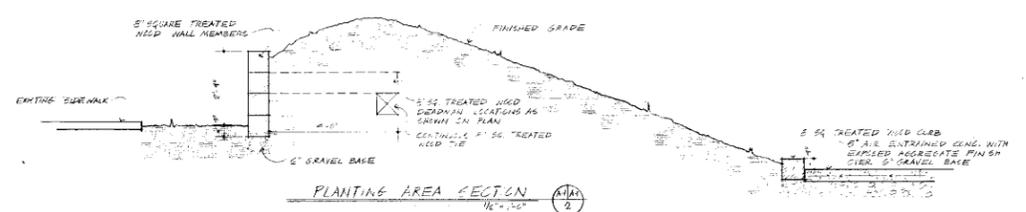
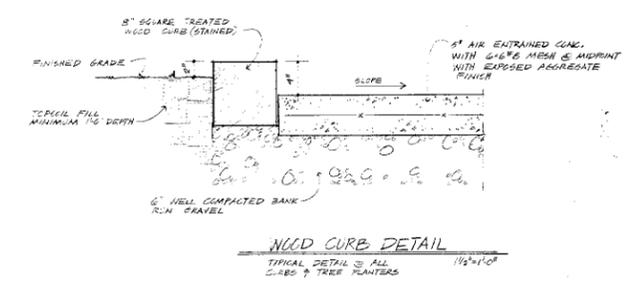
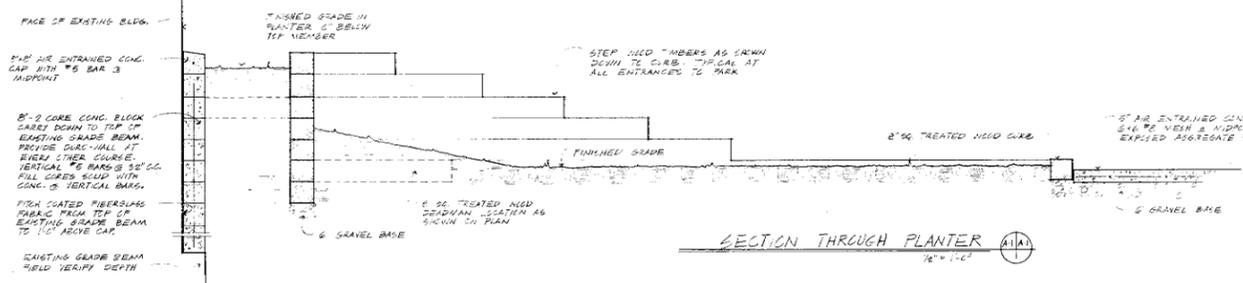


GENERAL NOTES:

REFER TO BASE BID DRAWINGS FOR FINAL GRADING OF ALL PAVEMENT AREAS.  
REFER TO BASE BID DRAWING #6 FOR ALL DIMENSIONS AND DETAILS OF FOUNTAIN, FOUNTAIN TOWER AND POOL WITH THE EXCEPTION OF TOP STEP OF POOL & EAST SIDE IS TO CONTINUE TO FOUNTAIN AS SHOWN ON THIS SHEET.  
REFER TO LIGHTING PLAN IN BASE BID FOR ALL LIGHTING AND LIGHT FIXTURES.  
SEE BASE BID DRAWING FOR ADDITIONAL DIMENSIONS.  
REFER TO BASE BID DRAWING #6 FOR LOCATIONS AND DETAILS OF ALL DRAINS.  
ALL DETAILS OF TRASH RECEPTACLES AND FREE STANDING BENCHES ARE SAME AS BASE BID.  
ALL ANGLES SHOWN ARE 30° OR 60°  
ALL WALLS AND CURBS ARE 8" WIDE TREATED LUMBER UNLESS OTHERWISE NOTED STAINED  
ALL PAVING IS 8" AIR ENTRAINED CONC. WITH 6"x6" MESH AT MIDPOINT WITH EXPOSED AGGREGATE FINISH.  
CONNECT ALL WOOD MEMBERS WITH 3/4" DIAMETER RODS AT APPROX. 6" ON C.C. OR WHERE REQUIRED. PLUG ALL EXPOSED HOLES WITH WOOD PLUGS.

KEY

- AIR ENTRAINED CONC. WITH EXPOSED AGGREGATE FINISH
- 8" WIDE TREATED WOOD WALLS
- WOOD BENCHES, SAME AS BASE BID DETAILS
- TRASH RECEPTACLE SAME AS BASE BID
- RELOCATED LIGHT FIXTURES



## Appendix B:

### Survey; November, 2013



## Appendix C:

### **Noteable Quotes From 1992 Land Donation Agreement**

**From the 1992 Land Donation Agreement between the City of Rochester (City) and Rochester Telephone Corporation (RTC), the following quotes are of notable mention:**

**From Section 2: DONATION PARCEL**

“The Donation Parcel is more particularly described in Schedule A attached hereto and made a part hereof. The Donation Parcel shall include all improvements thereon, and the electrical and mechanical control equipment for the Donation Parcel situate in the Building (defined in Section 3(a) hereafter). RTC shall give the City a “Bill of Sale” for such equipment.”

**From Section 3: ACCESS RIGHTS**

“RTC shall retain the right of access over and across the Disposition Parcel reasonably necessary to maintain the Ivy on the southern wall of RTC’s building (“Building”) at 63 Stone Street, adjoining the northerly boundary of the Disposition Parcel. RTC shall be responsible for the proper care and maintenance of the Ivy. RTC shall give the City at least 24 hours notice before exercising this right of access.”

“RTC shall grant the City the continuing right of access to the electrical and mechanical control equipment for the Donation Parcel, which is located in the Building. The City shall have the right to maintain, operate, repair, and replace if necessary, such control equipment. The City shall give RTC at least 24 hours notice before exercising this right of access, except RTC shall allow the City immediate access in the event of an emergency involving the equipment.

**From July, 1992 City of Rochester Inter-Departmental Correspondence maintenance memos between Edward Doherty, Commissioner and Peter Scott, Assistant Director of Operations, the following quotes are of notable mention:**

“On Thursday, July 16th, Jim Farr, Greg Johnson, Jim McFadden from Property Maintenance, and myself met with Pete Crouse and Bill Powers at the park. At this meeting we examined the pool, waterfalls, filtering system, chemical system, as well as the recirculating pumps. We also looked at the shut offs and timers inside the Telephone Company building.”

“Pete Crouse indicated that the Telephone Company would be willing to continue paying the utilities (electric and water) associated with the park.”

“I believe I also mentioned to you that there were several areas in the park where either benches or timbers were showing signs of wood rot. In my opinion, there is probably a good 5 years of useful life left in the majority of the landscape timbers and benches in the park.”

“There are 4 lights (street lamp type) that are part of the park. Even though Rochester Telephone agrees to pay the utilities, we would be responsible for the maintenance of the poles and the lights themselves.”

“There is an underground sprinkling system which provides watering to lawn areas as well as shrubs. Bill Powers indicated that the system is working and operates on a timer, which can be set from the basement of the Rochester Telephone building.

“The daily maintenance associated with this park would probably be in the range of 1 1/2 to 2 hours per day, with the exception of the weekly draining and cleaning of the pool.”

Appendix D:  
**Geotechnical Engineering Report**



# Foundation Design, P.C.

SOIL • BEDROCK • GROUNDWATER

November 21, 2013

McCord Landscape Architecture  
2129 Five Mile Line Road  
Penfield, New York 14526

Attn: Douglas C. McCord, ASLA

Reference: Cornerstone Park Improvements  
67-71 Stone Street, Rochester, New York  
Geotechnical Consultation, 3789.0

Dear Mr. McCord:

This letter summarizes our Geotechnical Consultation for referenced project. It encompasses the test pits and our design analysis. We base this submission on the field data and our current understanding of the proposed redevelopment.

No new concept plans are currently available. The existing park is at the corner of Stone Street and Broad Street. This parcel has been developed and redeveloped over the years. See the attached 1900-era mapping for one set of previous conditions at the site.

The existing park was constructed in 1977 and the parcel is to be redeveloped, also as a park. We envision that the updated park will have minimal re-grading associated with it. It is likely to be similar in use to the existing park. It will have landscaping, walkways, and seating areas. The intent is to incorporate "Green" design and construction practices. This will likely mean that new walk ways will be permeable to facilitate stormwater infiltration.

We subcontracted with Thayer Lawn Service to perform three test pits on November 13, 2013. We located test pit locations from features depicted on the Handler Grosso *Site Plan*, dated July, 1976. The test pit logs are attached.

The test pits showed topsoil over fill material. Topsoil thicknesses at the test locations were seven to eight inches. The fill soils were compact to dense and consisted of silt, sand and gravel with demolition debris. We expect this is backfill from the 1977 redevelopment work. The Bob Cat mini excavator refused in the dense material and construction debris at 1'6" below the existing ground surface at TP13-2. Test pits TP13-1 and TP13-3 were advanced to 3'4" below the existing ground surface. See attached test pit logs for more detailed soil descriptions. Test pits were backfill upon completion.

We installed pipes at the three test pits for NYS DEC Stormwater Infiltration testing prior to backfilling. We performed infiltration testing on November 14, 2013. The infiltration test conducted at TP13-1 infiltrated at a rate to 2-inches per hour. We concluded that a tight seal around the pipes was not achieved at test pits TP13-2 and TP13-3 due to problems encountered with their installation in the dense soil and eliminated them from this evaluation. All three pipes were removed and backfilled upon completion.

Incorporating the above, we recommend the geotechnical construction actions :

1. Remove existing pavement and paving stones.
2. Cut the walkway areas to subgrade elevation. Note that the rubble was up to 2' in size and we had about five such pieces in one test pit. 'Mass' excavation will result in "large" pieces that will have to be handled and disposed of. Proof roll the subgrade with a roller or large plate tamper. Undercut soft areas or organic debris. With this, we expect that the rubble fill will reasonably support new walkways. Keep in mind some long-term settlement is possible.
3. Backfill utility trenches with crusher run stone, N.Y.S.D.O.T. Item 304.13. Place the material in lifts and to at least 95% compaction based on ASTM D1557, modified proctor.



SOIL • BEDROCK • GROUNDWATER

Cornerstone Park Improvements

November 21, 2013

Page 3

4. Use a new subbase of at least 12" of clean No. 1 and No. 2 stone. This will help bridge over the fill soil and provide some storage volume for the infiltration work.
  
5. Recognize that infiltrating storm water into the fill may result in significant consolidation (settlement) of the fill. While we have seen no indication of such sensitivity to date here we have been/are consulting on other redevelopment projects where this has occurred. In that case there was very deep fill that collected water and became soft and settled. We view this as a risk inherent to the project that the City, as an owner, should recognize and accept. One way to better define the potential risk would be to excavate "full depth" test pits through the fill when the site is suitably available for an excavator.

This concludes the main points of our review/consultation to date. Let us know if we can be of further assistance herein and schedule us to review the fill conditions as the work proceeds.

Very truly yours,

**FOUNDATION DESIGN, P.C.**

A handwritten signature in black ink, appearing to read "James M. Baker".

James M. Baker, P.E.  
President  
Enc.



# Important Information about Your Geotechnical Engineering Report

*Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.*

*While you cannot eliminate all such risks, you can manage them. The following information is provided to help.*

## **Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects**

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you — should apply the report for any purpose or project except the one originally contemplated.*

## **Read the Full Report**

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

## **A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors**

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,

- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

## **Subsurface Conditions Can Change**

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

## **Most Geotechnical Findings Are Professional Opinions**

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

## **A Report's Recommendations Are *Not* Final**

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final*, because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

### **A Geotechnical Engineering Report Is Subject to Misinterpretation**

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

### **Do Not Redraw the Engineer's Logs**

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

### **Give Contractors a Complete Report and Guidance**

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

### **Read Responsibility Provisions Closely**

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that

have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

### **Geoenvironmental Concerns Are Not Covered**

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

### **Obtain Professional Assistance To Deal with Mold**

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

### **Rely on Your ASFE-Member Geotechnical Engineer for Additional Assistance**

Membership in ASFE/THE BEST PEOPLE ON EARTH exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

## **ASFE THE GEOPROFESSIONAL BUSINESS ASSOCIATION**

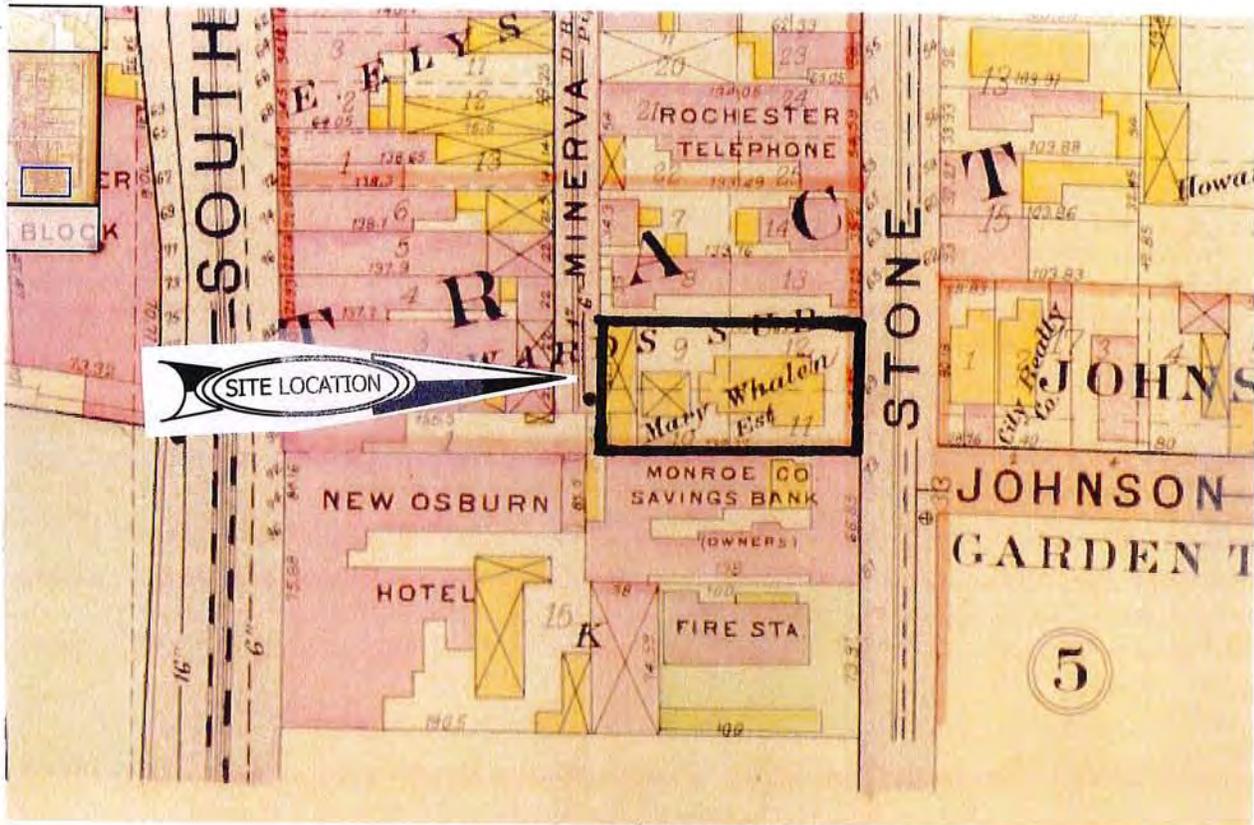
8811 Colesville Road/Suite G106, Silver Spring, MD 20910

Telephone: 301/565-2733 Facsimile: 301/589-2017

e-mail: [info@asfe.org](mailto:info@asfe.org) [www.asfe.org](http://www.asfe.org)

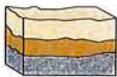
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Monroe County Library System, Rochester, NY



**Foundation Design, P.C.**

SOIL • BEDROCK • GROUNDWATER

**335 Colfax Street  
Rochester, New York 14606**  
Phone (585) 458-0824  
FAX (585) 458-3323

**Cornerstone Park Improvements**

67 – 71 Stone Street, Rochester, New York

**General Location Plan**

Adapted from: Plat Book of the City of Rochester, New York,  
J.M. Lathrop & Co., 1900 Plate 1

CHECKED BY: **JMB**

DRAWN BY: **JAG**

Scale NTS

DATE: **11/21/13**

JOB NO.: **3789.0**





## SOIL DESCRIPTIONS

### COHESIVE SOIL

Very fine grained soil. Plastic soil that can be rolled into a thin thread if moist. Clays and silty clays show cohesion.

### DESCRIPTION

Very Soft	Extrude between fingers when squeezed
Soft	Molded by light finger pressure
Medium	Molded by strong finger pressure
Stiff	Indented by thumb with effort
Hard	Indented by thumb nail with difficulty

### NON-COHESIVE SOIL

Soil composed of silt, sand and gravel, showing no cohesion or very slight cohesion.

### DESCRIPTION

Loose
Firm
Compact
Dense
Very Dense

### SOIL COMPOSITION

### DESCRIPTION

### ESTIMATED PERCENTAGE

and	50
some	30-49
little	11-29
trace	0-10

### MOISTURE CONDITIONS

dry, damp, moist, wet, saturated  
Groundwater measured in the boring or test pit may not have reached equilibrium

### SOIL STRATA

### TERM

### DESCRIPTION

layer	Soil deposit more than 6" thick
seam	Soil deposit less than 6" thick
parting	Soil deposit less than 1/8" thick
varved	Horizontal uniform layers or seams of soil

### GRAIN SIZE

MATERIAL	SIEVE SIZE
Boulder	Larger than 12"
Cobble	3" to 12"
Gravel - coarse	1" to 3"
- medium	3/8" to 1"
- fine	No. 4 to 3/8"
Sand - coarse	No. 10 to No. 4
- medium	No. 40 to No. 10
- fine	No. 200 to No. 40
Silt and Clay	Less than No. 200



SOIL • BEDROCK • GROUNDWATER

## Test Pit Log

Project No. 3789.0 Page 1 of 1 Test Pit No. TP13-1  
 Project Name Cornerstone Park Improvements, Broad Street, Rochester, NY  
 Client McCord Landscape Architecture, 2129 Five Mile Line Road, Penfield, NY  
 Elevation 531.8 Weather Overcast, 30°s Technician Jim Baker  
 Date Started 11/13/13 Completed 11/13/13 Operator Dan Thyer  
 Backhoe Subcontractor Thayer Lawn Service Equipment Bobcat Mini Excavator

TP13-1

## Site Pictures



Depth Below Surface	Sample Number	Depth of Sample	Soil and Rock Classifications	Remarks
2			TOPSOIL	0'8" Fill: Compact brown moist SILT and SAND, some concrete and brick to 18" size
6				3'4" Test Pit Terminated at 3'4"
8				
10				
12				

Notes:

1. Sides vertical.
2. Dry on completion.
3. Locations and elevation by Foundation Design, P.C.



SOIL • BEDROCK • GROUNDWATER

## Test Pit Log

Project No. 3789.0 Page 1 of 1 Test Pit No. TP13-2  
 Project Name Cornerstone Park Improvements, Broad Street, Rochester, NY  
 Client McCord Landscape Architecture, 2129 Five Mile Line Road, Penfield, NY  
 Elevation 531.4 Weather Overcast, 30°s Technician Jim Baker  
 Date Started 11/13/13 Completed 11/13/13 Operator Dan Thayer  
 Backhoe Subcontractor Thayer Lawn Service Equipment Bobcat Mini Excavator

TP13-2

## Site Pictures



Depth Below Surface	Sample Number	Depth of Sample	Soil and Rock Classifications	Remarks
2			TOPSOIL Fill: Construction Demolition Rubble, sand, gravel, brick, concrete	0'7" 1'6"
6				Bobcat Refusal at 1'6"
8				
10				
12				

Notes:

- Sides vertical.
- Dry on completion.
- Location and elevation by Foundation Design, P.C.



SOIL • BEDROCK • GROUNDWATER

## Test Pit Log

Project No. 3789.0 Page 1 of 1 Test Pit No. TP13-3  
 Project Name Cornerstone Park Improvements, Broad Street, Rochester, NY  
 Client McCord Landscape Architecture, 2129 Five Mile Line Road, Penfield, NY  
 Elevation 532.4 Weather Overcast, 30°s Technician Jim Baker  
 Date Started 11/13/13 Completed 11/13/13 Operator Dan Thayer  
 Backhoe Subcontractor Thayer Lawn Service Equipment Bobcat Mini Excavator

## Site Pictures

TP13-3



Depth Below Surface	Sample Number	Depth of Sample	Soil and Rock Classifications	Remarks
2			TOPSOIL	0'8" Fill: Compact brown moist Silt and Sand, with concrete to 24" size, brick, plastic bottle
6				3'4" Test Pit Terminated at 3'4"
8				
10				
12				

Notes:

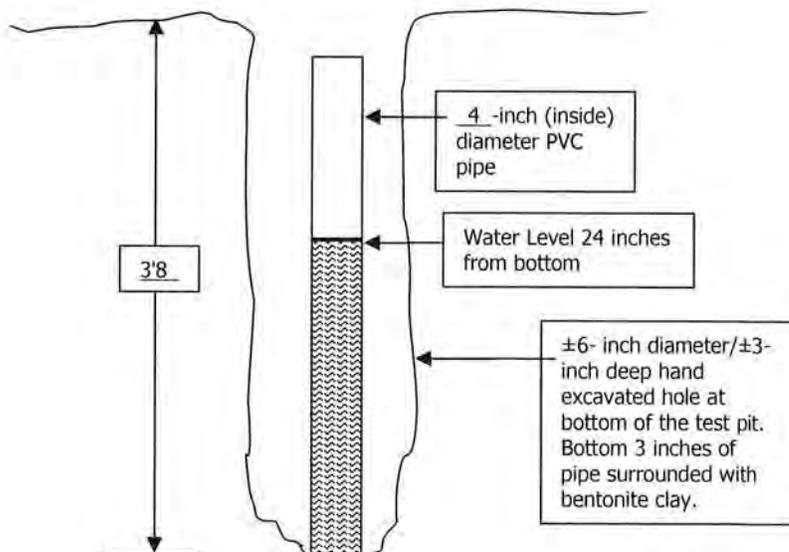
1. Sides vertical.
2. Dry on completion.
3. Location and elevation by Foundation Design, P.C.

**Cornerstone Park Improvements  
Board Street, Rochester, New York  
Job Number 3789.0  
Field Permeability Test - Worksheet**

Test Pit No.: TP13-1		Water level drop (inches)			
Reading Number	Time in minutes	Run # 1	Run # 2	Run #3	Run #4
1	0	-	-		
2	2	-	-		
3	4	-	1/16"		
4	8	1/16"	1/8"		
5	15	2/8"	3/8"		
6	30	7/8"	1"		
7	60	2"	2"		

**Notes:** Presoaked test hole on: 11/13/13  
 Testing/observations start: 11/14/13  
 Water dropped: 2 inches in 1 hour

**Sketch of system**



## Appendix E:

### **1992 Land Donation Agreement**

**LAND DONATION  
AGREEMENT**  
("Cornerstone Park")

DATE: \_\_\_\_\_, 199\_\_

**PARTIES:**

"City": CITY OF ROCHESTER, a New York municipal corporation with offices at City Hall, 30 Church Street, Rochester, New York 14614;

"RTC": ROCHESTER TELEPHONE CORPORATION, a corporation with offices at 180 South Clinton Avenue, Rochester, New York 14646;

**RECITALS:**

WHEREAS, RTC has developed a landscaped open area for public use on the corner of Stone Street and East Broad Street in the City of Rochester, New York, defined hereafter as the "Donation Parcel"; and

WHEREAS, RTC has offered to donate the Donation Parcel to the City; and

WHEREAS, the City is willing to accept the Donation Parcel, which is an amenity to the public and an enhancement to its surrounding area; and

WHEREAS, RTC and the City have agreed to effect this gift of the Donation Parcel to the City, on the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein, the parties hereto agree as follows:

**SECTION 1. DONATION**

RTC hereby agrees to convey and transfer, as a donation without any payment or compensation, and the City hereby agrees to accept, fee simple title to the Donation Parcel, described in Section 2, on the terms and conditions of this agreement.

**SECTION 2. DONATION PARCEL**

A. The Donation Parcel consists of the parcels of land located at 67-71 Stone Street, Rochester, New York. The parcel is also called "Cornerstone Park".

B. The Donation Parcel is more particularly described in Schedule A attached hereto and made a part hereof. The Donation Parcel shall include all improvements thereon, and the electrical and mechanical control equipment for the Donation Parcel situate in the Building (defined in Section 3(a) hereafter). RTC shall give the City a "Bill of Sale" for such equipment.

C. Prior to transfer of title to the City, RTC shall perform a maintenance review of the Donation Parcel and its control equipment, and repair and paint filter enclosures as needed. RTC shall also re-set any loose pavers. In addition, RTC will meet with City representatives, to review maintenance practices and procedures, and turn-over to the City all maintenance manuals in its possession associated with the Donation Parcel.

### **SECTION 3. ACCESS RIGHTS**

RTC's deed to the City conveying title to the Disposition Parcel shall contain the following provisions:

a. RTC shall retain the right of access over and across the Disposition Parcel reasonably necessary to maintain the Ivy on the southern wall of RTC's building ("Building") at 63 Stone Street, adjoining the northerly boundary of the Disposition Parcel. RTC shall be responsible for the proper care and maintenance of the Ivy. RTC shall give the City at least 24 hours notice before exercising this right of access.

b. RTC shall grant the City the continuing right of access to the electrical and mechanical control equipment for the Donation Parcel, which is located in the Building. The City shall have the right to maintain, operate, repair, and replace if necessary, such control equipment. The City shall give RTC at least 24 hours notice before exercising this right of access, except RTC shall allow the City immediate access in the event of an emergency involving the equipment.

c. Each party hereby agrees to hold the other party harmless against any and all claims, suits, damages or causes of action for damages, and against any orders or decrees or judgments which may be entered therein, brought for damages or alleged damages resulting from any injury to person and/or property or loss of life by any person or persons whatever, resulting from exercising the right(s) of access provided in this Section 3., except if caused by the wilful misconduct or negligent act or omission of the indemnified party.

### **SECTION 4. ENVIRONMENTAL CONDITIONS**

(a) The City's obligation to accept the Donation Parcel is, to the extent provided herein, contingent upon such property not being in violation of any Environmental Laws (as defined herein) and not containing any Hazardous Substances (as defined herein).

(b) If the Donation Parcel is in violation of applicable Environmental Laws or contains Hazardous Substances, the City shall have no obligation to accept the Donation Parcel and may terminate this Agreement upon written notice to RTC.

(c) Except as provided in subparagraph (b), the City shall accept title to the Donation Parcel in its "as is" condition.

(d) For purposes of this Agreement, the following terms shall have the indicated meanings:

"Environmental Laws" mean all federal, state and local environmental, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

"Hazardous Substance" means, without limitation, any flammable explosives, radioactive materials, asbestos, area formaldehyde foam insulation, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Section 2601, et seq.), Articles 15 and 27 of the New York State Environmental Conservation Law or any other currently applicable Environmental Law and the regulations promulgated thereunder.

(e) Upon transfer of the deed of the Donation Parcel to the City, the City accepts the condition of this parcel in its then "as is" condition (including without limitation all environmental conditions) and, at its sole cost and expense, agrees to defend, indemnify and hold RTC harmless from and against, and also assumes, any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgment, suits, actions, proceedings, costs, disbursements and/or expenses (including without limitation, attorneys and experts fees) of any kind or nature whatsoever ("Damages") which may at anytime thereafter be imposed upon, incurred by or asserted or awarded in connection with this parcel, except that RTC shall have continuing liability for, and this assumption of and indemnification against liability shall not apply to, (1) any Damages to persons for health reasons by reason of violation of Environmental Laws, (2) the violation of any Environment Laws, and (3) the existence of Hazardous Substance(s) at the Donation Parcel, to the extent such damages, violation(s), or existence of Hazardous Materials are solely attributable to conditions created on these properties by RTC or during RTC's ownership. These provisions shall survive termination of this Agreement or consummation of all transactions contemplated herein.

(f) The provisions of paragraphs 4(a) through 4(e) shall survive closing unless the parties enter into a separate agreement covering such rights and obligations, in which case these provisions shall be null and void upon the execution thereof.

(g) RTC acknowledges the right and duty of the City, acting in its governmental capacity, to report to any other applicable governmental entity or to require correction and remediation by RTC of any violations of

Environmental Laws discovered by the City prior to title transfer, even if the City does not accept the Donation Parcel.

**SECTION 5. EVIDENCE OF TITLE**

RTC represents that it has or can acquire with diligent efforts, good and marketable title to the Donation Parcel which it holds in fee simple. RTC further represents that it will convey title to the Donation Parcel free and clear of leases or tenancies or other rights of use or possession of any kind affecting the Donation Parcel.

RTC shall convey title to the City by Warranty Deed, free of liens and encumbrances, except for public utility easements, provided they do not substantially hinder or prevent the City's intended use of the Donation Parcel. The City shall pay for the recording of the Deed and other documents.

**SECTION 6. REJECTION OF TITLE**

In the event that the City shall raise written objections to RTC's title which, if valid, would render the title uninsurable, the City shall have the right to cancel this agreement by giving written notice of such cancellation to RTC, whereupon all liability of the City by reason of this agreement shall cease; provided, however, if the City raises any title objections and RTC shall be able to cure the objections prior to the date set for closing or either party secures a commitment of title insurance at standard rates in face amount equal to the current assessed value to insure the title against the objections raised or title insurance acceptable to the City, then in such event this contract shall remain and continue in full force and effect. RTC shall not be liable because of any title defects.

**SECTION 7. POSSESSION OF PREMISES**

Full possession of the Donation Parcel shall be delivered to the City on the date of the transfer of title, free of any occupants and any lease, license, or other rights of occupancy and use.

**SECTION 8. CLOSING ADJUSTMENTS**

All County of Monroe taxes, water, pure waters charges, and other charges outstanding against the Donation Parcel on the date of closing shall be prorated and adjusted as of said closing date. There shall be no adjustments for City/School taxes, which RTC warrants are paid through June 30, 1993.

**SECTION 9. TIME AND PLACE OF CLOSING**

Closing shall take place at the Monroe County Clerk's Office or other location mutually agreed upon the parties on or before December 31, 1992, unless such date is extended in writing by both parties.

**SECTION 10. BROKER'S COMMISSION**

The parties represent to each other that neither of them has dealt with any real estate broker in connection with any transaction contemplated herein and each party agrees to indemnify the other from any misrepresentation of fact in that regard.

**SECTION 11. SURVIVING WARRANTY**

The warranties and obligations of the City and/or RTC arising from this instrument shall survive the conveyance of the real property described herein.

**SECTION 12. AGREEMENT BINDING**

The terms of this instrument shall be binding upon the City, RTC, their successors and assigns.

**SECTION 13. NOTICE**

All notices, demands and requests which may be given or are required to be given by either party to the other must be in writing. All notices, demands and requests by the City or RTC shall be personally delivered or forwarded by United States registered or certified mail, postage prepaid and addressed as follows:

CITY:                   Commissioner of Economic Development  
                          City Hall  
                          30 Church Street  
                          Rochester, New York 14614

RTC:                    (Title):  
                          Rochester Telephone Company  
                          180 South Clinton Avenue  
                          Rochester, New York 14646

Notices, demands and requests given in the aforesaid manner will be deemed served or given for all purposes hereunder at the time such notice, demand or request is delivered or received.

**SECTION 14. ENTIRE CONTRACT**

This contract embodies the entire agreement between the parties hereto and may be amended only by a document in writing signed by the parties hereto and properly acknowledged.

**SECTION 15. APPLICABLE LAW**

This agreement shall be governed by the laws of the State of New York. Any action or proceeding regarding this agreement shall be brought in the Supreme Court of New York State, in the Seventh Judicial District.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.

**ROCHESTER TELEPHONE COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**CITY OF ROCHESTER**

By: \_\_\_\_\_  
Thomas P. Ryan, Jr., Mayor

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:  
CITY OF ROCHESTER )

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me the subscriber, personally came \_\_\_\_\_, to me known, who being by me duly sworn did depose and say that (s)he is \_\_\_\_\_ of ROCHESTER TELEPHONE COMPANY, the corporation described in and which executed the above agreement; and that (s)he signed his (her) name thereto on behalf of said corporation according to the authority granted him (her) by the Board of Directors.

---

Notary Public

STATE OF NEW YORK )  
COUNTY OF MONROE ) SS:  
CITY OF ROCHESTER )

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me the subscriber, personally came THOMAS P. RYAN, JR., known, who being by me duly sworn, did depose and say that he resides in the City of Rochester; that he is the Mayor of the City of Rochester, the municipal corporation described in and which executed the above instrument; and that he signed his name to the foregoing instrument by virtue of the authority vested in him by the laws of the State of New York and the local laws and ordinances of the City of Rochester.

---

Notary Public

## Appendix F:

### 1992 Maintenance Memorandum



# City of Rochester

---

## Inter-Departmental Correspondence

---

To: Fashun Ku, Economic Development  
From: Thomas R. Argust, Commissioner, PRHS  
Date: August 20, 1992  
Subject: Cornerstone Park

---

I received a copy of the August 12 memo from Ed Doherty to you regarding Cornerstone Park. I have asked the Parks Bureau to develop an estimate of the costs for maintaining the park. I continue to be concerned about the Parks Bureau's ability to take on another responsibility without the attending resources to support it. We have sustained significant cuts over the past few years and significant increases to our workload including the River Trail, the new boat launch areas and a higher level of expected maintenance at Upper Falls Terrace Park and Pont du Rennes Bridge.

Once I receive the information from the Parks Bureau and have a chance to review it, I will be better able to respond as to whether my department can absorb the Cornerstone Park maintenance within our existing resources. I will be in touch with you shortly.

TRA:mrs

xc: S. Forbes  
E. Doherty  
L. Bowman  
E. Schnurr  
J. Farr



AUG 14 1992

City of Rochester

Ellen  
Jim  
FYI  
T. Ben  
T. 91

Inter-Departmental Correspondence

To Fashun Ku, Economic Development  
From Edward J. Doherty, Commissioner/DES  
Date August 12, 1992  
Subject CORNERSTONE PARK

In response to your request, DES staff has explored the possibility of including the Cornerstone Park within the Downtown Enhancement District. Our staff has explored the appropriateness of District financing, assessed the condition of the Park, and considered alternatives for City maintenance.

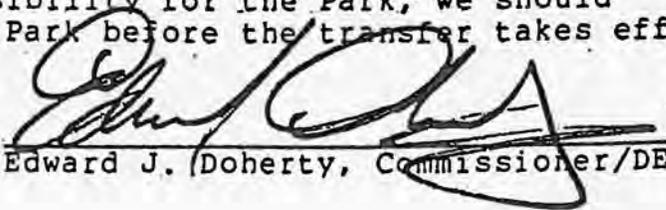
Based on our review, we do not recommend that the Downtown Enhancement District take over the Cornerstone Park. Our concerns include the following:

1. Maintenance of the Park is not consistent with the overall purpose of the District. Some expenses identified by the Rochester Telephone Corporation (i.e. security) are specifically outside the legal scope of the District.
2. If we add the Park to the District, we undoubtedly will receive further requests for additions. I do not feel that we can defend adding some services without considering numerous others.
3. The District does not have funds budgeted to maintain the Park. With an annual budget of \$425,000, the addition of \$10,400 is significant.

DES staff has discussed maintenance of Cornerstone Park with staff from Parks, Recreation and Human Services. I can not comment on the capacity of DPRHS to take over the Park. However, if that does happen, DES is prepared to provide maintenance of the pumps in the Park's fountain.

For your information, I am including the analysis prepared by Peter Scott. I would like to highlight one of Peter's observations. Much of the Park's facilities have not received regular maintenance in recent months.—If the City takes responsibility for the Park, we should attempt to get RTC to upgrade the Park before the transfer takes effect.

EJD:dm  
Enc.

  
Edward J. Doherty, Commissioner/DES

xc: Suressa Forbes  
Thomas Argust  
Peter Scott



92 JUL 20 PM 2:11

Inter-Departmental Correspondence

To Edward Doherty, Commissioner  
From Peter Scott, Ast. Director of Operations  
Date July 17, 1992  
Subject Followup on Cornerstone Park

I would like to update you on the Cornerstone Park issue. I have talked to, and met with, Pete Crouse several times, as well as Bill Powers to discuss the maintenance and operation of the Cornerstone Park. Pete Crouse is the Manager of Buildings and Security for Rochester Telephone, and Bill works for him, supervising the maintenance of several buildings including the park.

On Thursday, July 16th, Jim Farr, Greg Johnson, Jim McFadden from Property Maintenance, and myself met with Pete Crouse and Bill Powers at the park. At this meeting we examined the pool, waterfalls, filtering system, chemical system, as well as the recirculating pumps. We also looked at the shut offs and timers inside the Telephone Company building. Jim Farr seemed to think that he could maintain the grounds (lawns, shrubs, trees, benches, litter containers), and day to day maintenance of the recirculating pumps, the filtering system and the falls and pool. Jim is not committing to do this. He is waiting for more direction from Tom Argust and Ellen Schnurr.

Jim indicated there may be occasions when he would need assistance from Property Maintenance on items such as the pumps or filtering system. Parks, however, does have their own electrical staff.

Pete Crouse indicated that the Telephone Company would be willing to continue paying the utilities (electric and water) associated with the park. He indicated that their main reason for wanting to get out of the operation and maintenance of the park was the liability associated with it, since they have no round-the-clock security. Mr. Crouse indicated that the annual cost for lawn care (landscape contract with Davey's) is just over \$2200 a year.

As I mentioned to you earlier, the benches had not been painted this year. Mr. Crouse indicated that they would paint them this summer as soon as they get a rain free weekend.



TO: Commissioner Doherty  
RE: Cornerstone Park

July 17, 1992

I believe I also mentioned to you that there were several areas in the park where either benches or timbers were showing signs of wood rot. In my opinion, there is probably a good 5 years of useful life left in the majority of the landscape timbers and benches in the park.

There are 4 lights (street lamp type) that are part of the park. Even though Rochester Telephone agrees to pay the utilities, we would be responsible for the maintenance of the poles and the lights themselves.

There is an underground sprinkling system which provides watering to lawn areas as well as shrubs. Bill Powers indicated that the system is working and operates on a timer, which can be set from the basement of the Rochester Telephone building.

Other areas of maintenance which the City would be involved in would be the annual sealing or painting of the fountain and waterfalls, resetting of loose pavers, and removal of graffiti. I did observe that there was very little evidence of graffiti in the park. I believe that the level of snow removal in the park would be limited to one path which cuts in front of the stage and pool area, that seems to be used as a shortcut from the South Avenue garage to Stone Street. This could probably be maintained with a snowblower. I would not recommend putting a Bombadier in this area as the pavers are set in a sand base and could easily be loosened.

Jim Farr indicated that he has a crew working in the area on 2 other parks (Manhattan Square and Washington Square Park) that are equipped to do litter pickup, trash collection, mowing, trimming, and other routine maintenance. The daily maintenance associated with this park would probably be in the range of 1 1/2 to 2 hours per day, with the exception of the weekly draining and cleaning of the pool.

The only other amenities I observed in the park besides the waterfalls, pool and stage area were a telephone booth, a clock (which does not seem to be operating), and approximately a half dozen electrical outlets throughout the park. There is a small, 3'x4' easement in the northeast corner of the park where RG&E has their gas service.

TO: Commissioner Doherty  
RE: Cornerstone Park

July 17, 1992

The following is a list of names of contact persons with Rochester Telephone that I have spoken to:

Bill Clifford, Network Plant Operations Director  
777-7260

Peter Crouse, Manager of Buildings and Security  
777-7400

Bill Powers, Building and Grounds Maintenance  
Pager 955-2946

For building access (should we need to access the basement)  
777-7144

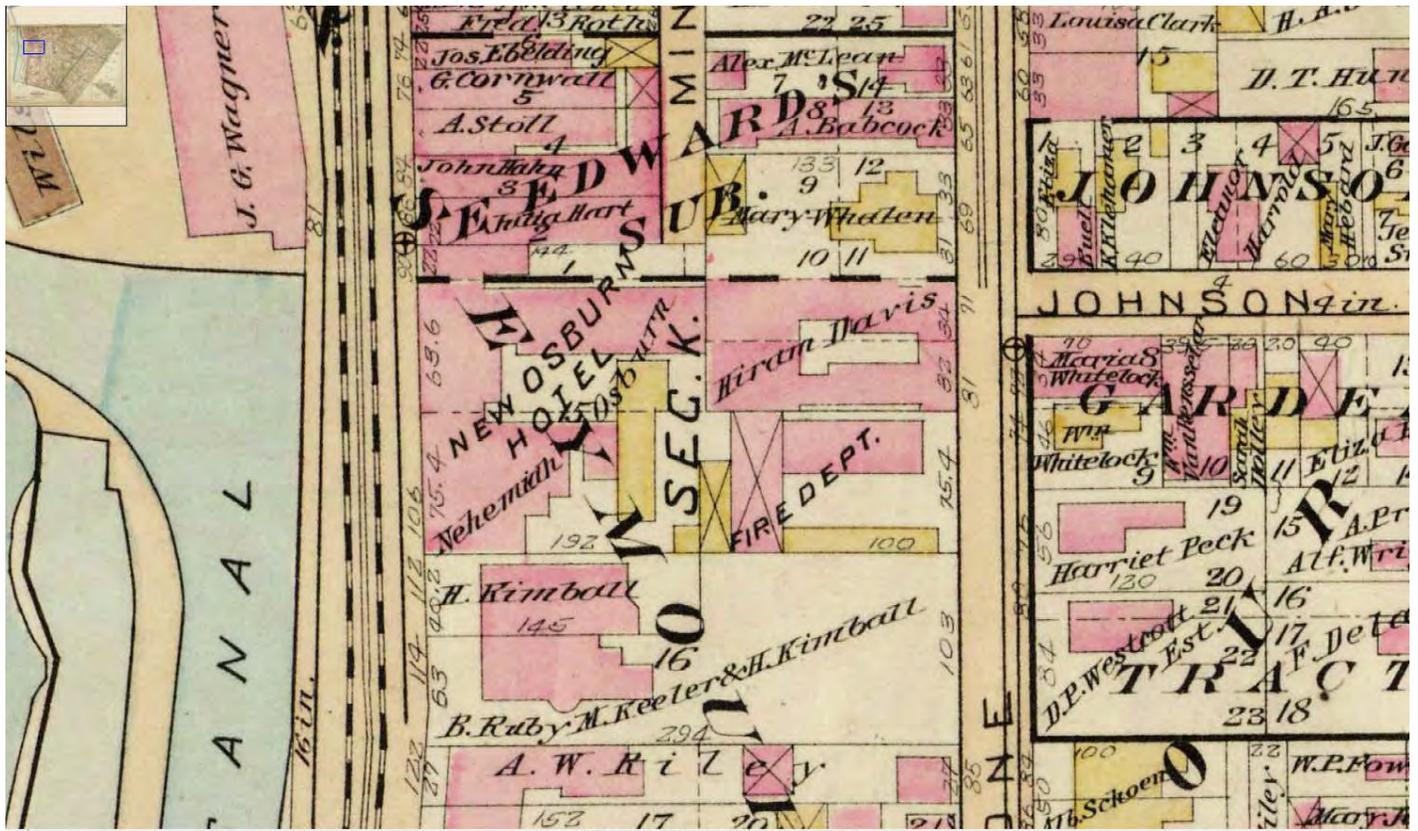
If you have any questions, please feel free to contact me.

PS/je

xc: Rick Saltrelli  
Jim Farr  
Greg Johnson

## Appendix G:

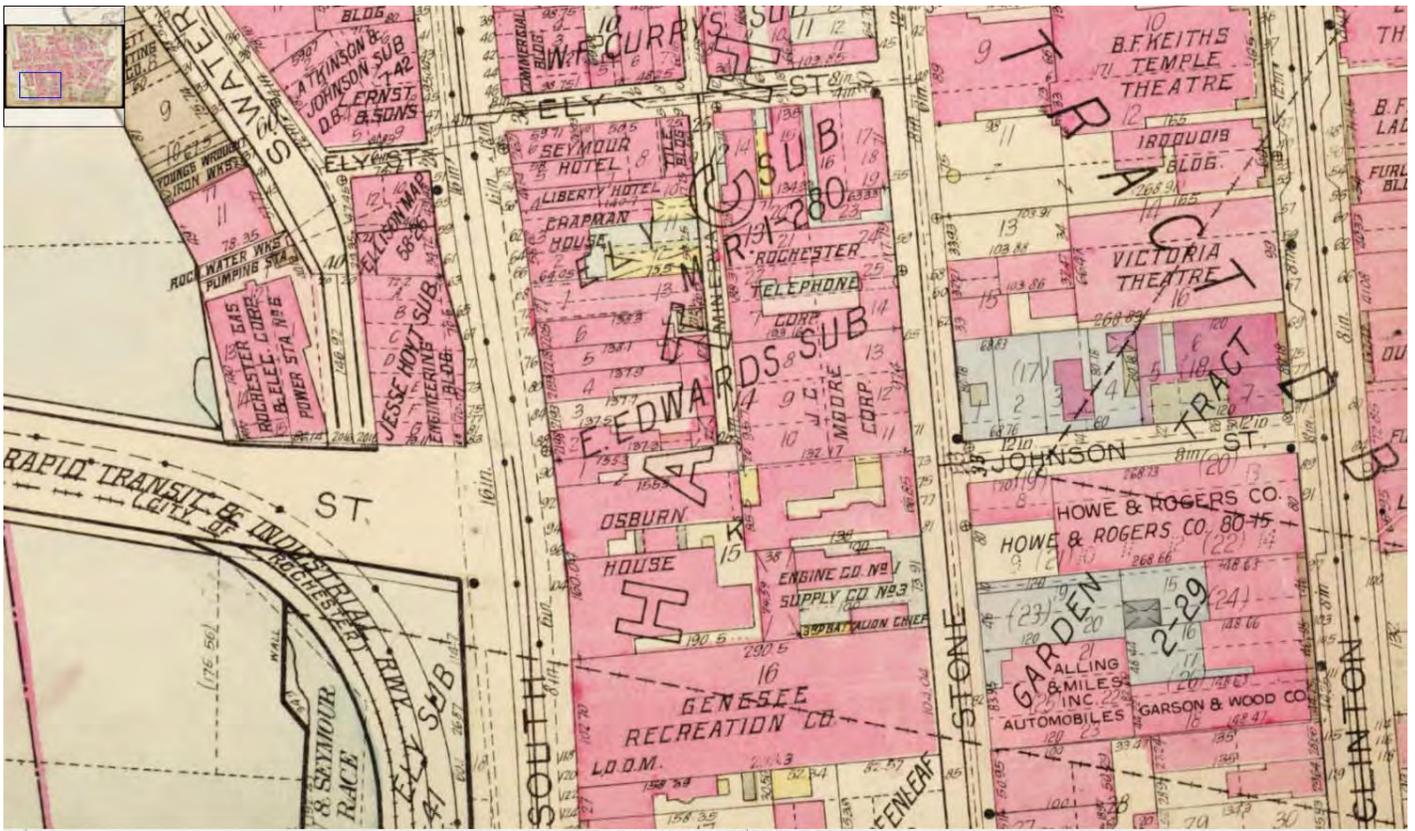
### Plat Maps



1888 Plat Map; Rochester Images Database - Maps Collection



1900 Plat Map; Rochester Images Database - Maps Collection



1926 Plat Map; Rochester Images Database - Maps Collection



1935 Plat Map; Rochester Images Database - Maps Collection

Appendix H:  
**Historical Aerial Photograph**



1965 Historical Aerial Photograph - Rochester Public Library History Division