The Village of Northfield

REGULAR COUNCIL MEETING
Agenda – May 10, 2017

Pledge of Allegiance

Call to Order; Roll Call; Approval of Minutes

Presentation of Petitions, Memorials and Remonstrances

Reports of Municipal Officers:
Jesse J. Nehez, Mayor
Tricia Ingrassia, Finance Director
Richard Wasosky, Engineer
Brad Bryan, Law Director

Department Heads:
Sgt. John Zolgus, Officer in Charge
Jason Buss, Fire Chief
Jason Walters, Service/Building Superintendent

Reports of Municipal Boards and Commissions:
Alan Hipps, Planning Commission
Mayor Nehez, Recreation Board
Beatrice Greenlee, Cemetery Board

Reports of Standing Committees:
Nicholas Magistrelli, Finance
James Daugherty, Roads/Public Works
Renell Noack, Health and Welfare
Gary Vojtush, Wages and Working Conditions
Jennifer Domzalski, Fire and Safety
Alan Hipps, Buildings and Grounds

Legislation:

2017-25 – An Emergency Ordinance Amending Section 452.03 of the Traffic Code Relating to Street Parking (Third Reading).

2017-32 – An Emergency Resolution Confirming the Mayor/Director of Public Safety's Appointment of Joseph Beltrami as a Full-Time Police Officer (First Reading).

2017-33 – An Emergency Resolution Authorizing the Mayor to Enter into a Software Agreement with TAC Computer Inc. (TAC Computer) for Software Used By the Police Department (First Reading).

2017-34 – An Emergency Resolution Authorizing the Finance Director/Tax Administrator to Permit RITA to Issue Administrative Subpoenas to Delinquent Taxpayers (First Reading).

2017-35 – An Emergency Resolution Authorizing the Mayor to Enter into a Memorandum of Understanding with Tinker's Creek Watershed Partners, Inc. (TCWP) Relating to Public Involvement, Public Education Programming, and Pollution Prevention (First Reading).

2017-36 – An Emergency Ordinance Establishing Chapter 1048 of the Codified Ordinances Relating to Use of Public Ways by Service Providers (First Reading).

Old Business; New Business; Announcements; Adjournment

VILLAGE OF NORTHFIELD ORDINANCE NO. 2017-25

AN EMERGENCY ORDINANCE AMENDING SECTIONS 452.03, 452.13, 452.15, 452.16, 452.17, AND 452.99 OF THE TRAFFIC CODE RELATING TO PARKING VIOLATIONS

WHEREAS, for safety and traffic flow reasons, the Mayor and Council desire to prohibit certain types of parking, make other amendments to the parking prohibition ordinances, and set forth and amend the penalties for certain parking violations.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Council of the Village of Northfield hereby and herein amends Sections 452.03, 452.13, 452.15, 452.16, 452.17, and 452.99 of the Traffic Code relating to parking violations as indicated in the attachment hereto.

SECTION 2. That the rest and remainder of the Codified Ordinances shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Ordinance were taken in an open meeting of this Council or any of its legal committees and/or were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield, for the reason that it will promote traffic and fire safety in the Village, and this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2017.

_____
Nicholas Magistrelli, Pres. Pro-Tem of Council

_____
Jesse J. Nehez, Mayor

Approved as to Legal Form.

_____
Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2017.

_____
Tricia Ingrassia, Clerk of Council

452.03 PROHIBITED STANDING OR PARKING PLACES.

(a) No person shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or to comply with the provisions of this title, or when obeying the directions of a police officer or traffic control device, in any of the following places:

(1) On a sidewalk, except as provided in division (b) of this section;

(2) In front of a public or private driveway;

(3) Within an intersection;

(4) Within ten feet of a fire hydrant;

(5) On a crosswalk:

(6) Within 20 feet of a crosswalk at an intersection;

(7) Within 30 feet of, and upon the approach to, any flashing beacon, stop sign, or traffic control device;

(8) Between a safety zone and the adjacent curb or within 30 feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by a traffic control device;

(9) Within 50 feet of the nearest rail of a railroad crossing;

(10) Within 20 feet of a driveway entrance to any fire station and, on the side of the street opposite the entrance to any fire station, within 75 feet of the entrance when it is properly posted with signs;

(11) Alongside or opposite any street excavation or obstruction when such standing or parking would obstruct traffic;

(12) Alongside any vehicle stopped or parked at the edge or curb of a street;

(13) Upon any bridge or elevated structure upon a highway, or within a highway tunnel;

(14) At any place where signs prohibit stopping;

(15) Within one foot of any other parked vehicle;

(16) On the roadway portion of a freeway, expressway, or thruway;

(17) On a<u>ny</u> <u>portion of a</u> tree lawn or off <u>any portion of</u> the driveway ~~portion~~ of residential property~~.~~<u>;</u>

<u>(18) On the side of the street on which the fire hydrants are located;</u>

<u>(19) With the vehicle facing in the reverse direction of traffic for the side of the street on which the vehicle is parked.</u>

(b) Whoever violates paragraph (a)(1), (2), <u>(3), (5), (6), (7), (8), (9), (10), (11),</u> (12)<u>,</u> ~~or~~ (14)<u>, (15), (17), (18), or (19)</u> hereof shall be fined ~~ten~~ <u>twenty-five</u> dollars ($~~10.00~~<u>25.00</u>) for each violation. Whoever violates paragraph (a)(4) hereof shall be fined ~~fifty~~ <u>seventy-five</u> dollars ($~~50~~<u>75</u>.00) for each violation. Whoever violates paragraph (a)(16) hereof shall be fined fifty dollars ($50.00) plus court costs for each violation, which may be paid by waiver. The fines provided for herein may be paid by waiver without court costs, unless otherwise specified.

* * *

452.13 NIGHT PARKING.

(a) No person shall park a vehicle, unattended, on any street or highway within the Municipality, between 2:00 a.m. and 5:00 a.m., unless the vehicle is disabled and to an extent that it is impossible to avoid temporarily leaving such vehicle in such position.

(b) Whoever violates this section shall be fined ~~ten~~ twenty-five dollars ($~~10~~25.00) for each violation, which fine may be paid by waiver without court costs.

* * *

452.15 FIRE LANES.

(a) No person shall stop, park or leave standing any vehicle, whether attended or unattended, upon any fire lane in the Municipality.

(b) Whoever violates this section shall be fined ~~fifty~~ seventy-five dollars ($~~50~~75.00) for each violation, which fine may be paid by waiver without court costs.

452.16 PARKING BETWEEN FRONT PROPERTY LINE AND CURB OF STREET.

(a) No person shall park a vehicle within the area between a sidewalk and the curb of a street, or, where no sidewalk exists, between the front property line and the curb of a street.

(b) Whoever violates this section shall be fined ~~ten~~ twenty-five dollars ($~~10~~25.00) for each violation, which fine may be paid by waiver without court costs.

452.17 SNOW EMERGENCIES.

(a) Whenever, during any period of twenty-four hours or less, snow falls within the Municipality to a depth of two inches or more, an emergency is declared to exist.

(b) After such emergency has been declared, no person shall, during the period of the emergency, park, or cause or permit to remain parked, his or her motor vehicle on the streets within the Municipality.

(c) Any motor vehicle found parked on any of the streets of the Municipality during the time of a snow emergency ban shall be removed at the order of ~~the~~ a police officer on duty, and such unlawful parking shall subject the owner or operator thereof to the fines and costs provided herein.

(d) Whoever violates this section shall be fined ~~twenty-five~~ fifty dollars ($~~25~~50.00) for each offense, which fine may be paid by waiver without court costs.

(e) Snow emergency ban signs shall be erected at appropriate places within the Municipality. Such signs shall contain the following information:

Snow Emergency Ban

No parking on any Village street when snow exceeds 2 inches. C.O. Sec. 452.17

* * *

452.99 PENALTY.

Unless a different penalty is specifically designated elsewhere in this Traffic Code, whoever violates any parking ordinance or restriction within the Municipality shall be fined ~~ten~~ twenty-five dollars ($~~10~~25.00) for each offense, which fine may be paid by waiver without court costs.

VILLAGE OF NORTHFIELD RESOLUTION NO. 2017-32
AN EMERGENCY RESOLUTION
CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF JOSEPH BELTRAMI AS A FULL-TIME POLICE OFFICER

WHEREAS, the Village's Police Department is in need of additional full-time police officers; and

WHEREAS, the Police Department conducted an examination for full-time police officer candidates and Joseph Beltrami is currently the highest ranked candidate on the Full-Time Patrol Officer eligible list.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor/Director of Public Safety's appointment of Joseph Beltrami as a Full-Time Patrol Officer is hereby confirmed, effective immediately.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2017.

_____
Nicholas Magistrelli, Pres. Pro-Tem of Council

_____
Jesse J. Nehez, Mayor

Approved as to Legal Form.

_____
Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2017.

_____
Tricia Ingrassia, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2017-33
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SOFTWARE AGREEMENT WITH TAC COMPUTER INC. ("TAC COMPUTER") FOR SOFTWARE USED BY THE POLICE DEPARTMENT

WHEREAS, the Village Police Department needs to upgrade its software in order to properly generate, utilize, and maintain its reports and records; and

WHEREAS, the Department is already utilizing software designed and maintained by TAC Computer and desires to continue to use a TAC Computer software system; and

WHEREAS, Council desires to authorize the Mayor to purchase the upgraded software systems from TAC Computer that are indicated in the attached invoice.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby authorizes the Mayor to enter into an agreement with TAC Computer of Oakwood Village, Ohio for the software systems indicated in the attached invoice. The price of the software and installation thereof is $28,400 as set forth in the attached invoice. The software purchase will also require a 15% (of the above price) maintenance charge for each year the software is used after the first year.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public and/or in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it is necessary for the efficient operation of a municipal department and the protection of the public, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2017.

_____
Nicholas Magistrelli, President Pro-Tem of Council

_____
Jesse J. Nehez, Mayor

Approved as to Legal Form. _____
Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2017.

_____
Tricia Ingrassia, Clerk of Council

7603 First Place B10 Oakwood, Ohio 44146
Phone 440-232-2555 Fax 440-232-3979
Email: dina@taccomputer.com

May 2, 2017

John Zolgus
Northfield Village Police
10455 Northfield Rd
Northfield, OH 44067

Dear Sir:

TAC Police Records Management Software

1	Police Records version (based on SQL server 2012)		15,500.00
1	Installation Fee		500.00
2	4 hour software training	250.00	500.00
	Total Police Software/Installation		**$16,500.00**

TAC Mobile Options:

6	TAC E-Cite	500.00	3000.00
1	AVL Vehicle Tracking System		2200.00

Interfaces:

1	BMV Interface for electronic OH-1 Submission	1250.00
1	OIBRS Interface for electronic submission	1250.00
1	Baldwin Court Interface (1,500 billed to court)	
1	LEADS interface	1500.00

Yearly Services:

1	Accident Report to Website	750/yr
1	Incident Report to Website	750/yr
1	OLEN Data Share	1200/yr

Total Cost: **$28,400**

Sincerely,

Dina Krakora
Account Manger
440-596-2275

TAC Police Records Management Software

Included Modules:

- ✓Incident
- ✓Violations
- ✓Accident
- ✓Property
- ✓Business / Occupancy
- ✓Tows
- ✓Training
- ✓Personnel
- ✓Vehicle Maintenance
- ✓Alarm Billing
- ✓Receipts
- ✓Special Attention/Alerts
- ✓Detective Case Management
- ✓Cad Log

TAC Mobile E-cite

Electronic citations allow officers to populate their citations with the LEADS data they have ran (plate/SSN). The average time it takes to complete an e-cite is 5-7 minutes. The ticket information transfers into the station, eliminating citation entry by records personnel.

In Car Report Writing

Allows Incident and accident reports to be done in the car. Information is sent to the in station records management system.

AVL Vehicle Tracking System

This feature allows your agency and dispatch to see where the police vehicles are at all times by displaying the vehicles on a map and watching them as they move. It also allows you to play back a vehicles travels. The playback feature will also let you know the rate of speed the police vehicle was traveling. GPS in the vehicle is required.

Crime Mapping

Mapping of incidents, arrests, or Calls for service. Filter by crime type or call type. Events are plotted as pins on the map. Pins can be customized to contain details, such as report number and crime type. Provides a visual aid of where specific crimes are occurring in your city to promote proactive policing of those areas.

BMV Interface
Allows for electronic validation and submission of OH-1 reports to the State directly through the TAC Accident report form. A JPEG accident drawing must be attached to the report.

OIBRS Interface
Allows for electronic validation and submission of incident data to OIBRS.

Court interface
Allows for electronic submission of citations to the court, eliminating redundant data entry by court personnel.

LEADS RMS Interface
Allows users to run LEADS transactions through the TAC software and import the LEADS data into each field of the TAC Software. For example: Running a SSN will import Name, address, dob, OLN, into an accident or incident report. This method of populating reports saves time.

Yearly Services

Accident Report to WEB
Posting of accidents reports to your website for public download.

Incident Report to WEB
Posting of your incident reports (public version-no SSN's and no officer supplements) to your website for public download.

Ohio Law Enforcement Data Share (OLEN)
Over 200 million law enforcement records:

- ✓ Police Incident Reports
- ✓ Police Accident Reports
- ✓ CAD calls
- ✓ Booking Photos
- ✓ Master Name Entries
- ✓ All OH Registered Vehicle Owners
- ✓ All OH Drivers and ID Cards

VILLAGE OF NORTHFIELD RESOLUTION NO. 2017-34

AN EMERGENCY RESOLUTION AUTHORIZING THE FINANCE DIRECTOR/TAX ADMINISTRATOR TO PERMIT RITA TO ISSUE ADMINISTRATIVE SUBPOENAS TO DELINQUENT TAXPAYERS

WHEREAS, the second phase of RITA's taxpayer Delinquency Program involves sending administrative subpoenas to delinquent taxpayers who have not filed returns or responded to delinquency notice letters; and

WHEREAS, Council desires to authorize the Finance Director/Tax Administrator to permit RITA to issue administrative subpoenas to delinquent taxpayers.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby and herein authorizes the Finance Director/Tax Administrator to permit RITA to issue administrative subpoenas to delinquent taxpayers who have not filed returns or responded to delinquency notice letters. The cost of this second phase of RITA's taxpayer Delinquency Program is $8.00 per subpoena, with the cost of any issued administrative subpoenas being deducted from the monthly distribution check paid by RITA to the Village.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public and/or in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that this Resolution will assist the Village in enforcing its Tax Code, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2017.

_____
Nicholas Magistrelli, President Pro-Tem of Council

_____
Jesse J. Nehez, Mayor

Approved as to Legal Form.

_____
Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2017.

_____
Tricia Ingrassia, Clerk of Council

R I T A
REGIONAL INCOME TAX AGENCY
Founded in 1971

10107 Brecksville Road • Brecksville, Ohio 44141-3275
TDD (440) 526-5332 1-800-860-RITA (440) 526-0900
Fax: (440) 526-8013

April 19, 2017

Tricia Ingrassia
Finance Director
Village of Northfield
10455 North Field Road
Northfield, OH 44067-1295

Re: Delinquency Program

The Regional Income Tax Agency offers its members the opportunity to address non-filing taxpayers through participation in its delinquency program. The delinquency program consists of two parts, a letter campaign to non-filing taxpayers followed by the issuance of administrative subpoenas to those who do not respond to the letters. A member may choose to participate in one or both parts of the program.

Letters RITA will send a letter to those active taxpayers on our files who have not filed one or more required tax returns for your municipality. This letter will advise taxpayers that the Agency's records indicate a tax return was due for the year(s) in question and instructs them to file the return(s) or to complete the exemption section of the letter to indicate why a return was not filed. There is no cost for sending this letter.

Administrative Subpoena For those members that choose to participate in both parts of the delinquency program, an administrative subpoena will be issued to taxpayers that fail to respond to the non-filing letter. The subpoena instructs the taxpayers to appear at your municipal hall, or other mutually agreed upon location, to meet with RITA auditors and produce their tax records. To allow RITA's field audit team too efficiently and effectively process tax returns and payments, and to provide real time credit card authorizations for your taxpayers appearing at the subpoena program, it is imperative that the attached technical and physical requirements are in place when the program is conducted. The cost to participate in this part of the program is $8.00 per subpoena mailed.

If your municipality would like to participate in the delinquency program, please complete and return the enclosed authorization forms. If you choose to hold a full program please complete the authorization to deduct the costs from your monthly distribution. Upon receipt of the Authorization Form, you will be contacted to schedule a date for your program. **You must return the executed documents in the envelope provided no later than June 1, 2017 if you intend to participate.**

If you have any questions about the program, or the requirements, please contact the undersigned.

Sincerely,

Diane Maria

Compliance Manager

440-922-3269

dmaria@ritaohio.com

VILLAGE OF NORTHFIELD RESOLUTION NO. 2017-35
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH TINKER'S CREEK WATERSHED PARTNERS, INC. ("TCWP") RELATING TO PUBLIC INVOLVEMENT, PUBLIC EDUCATION PROGRAMMING, AND POLLUTION PREVENTION

WHEREAS, the Village is responsible for carrying out its mandated responsibilities inherent with its National Pollution Discharge Elimination System ("NPDES") municipal storm water permit obligations; and

WHEREAS, the Village recognizes the need to collaborate with other agencies to successfully implement water quality education programs for its citizens; and

WHEREAS, TCWP has the technical and educational expertise and staff to assist the Village with such collaboration and education programs and support services; and

WHEREAS, it is in the practical and economic interests of the Village to engage with TCWP to assist the Village with performing such tasks.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby authorizes the Mayor to enter into the attached MOU with TCWP for public involvement and education programming and pollution prevention assistance and support services pursuant to the Village's Ohio EPA municipal separate storm water discharge permit requirements.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public and/or in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that the Village is required by law to meet its NPDES municipal storm water permit obligations, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2017.

_____
Nicholas Magistrelli, Pres. Pro-Tem of Council

_____
Jesse J. Nehez, Mayor

Approved as to Legal Form. _____
Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2017.

_____
Tricia Ingrassia, Clerk of Council

MEMORANDUM OF UNDERSTANDING
Tinker's Creek Watershed Partners and Village of Northfield

This Memorandum of Understanding (MOU) is entered into this__day of _____, 2017, between the Village of Northfield by its designated representative, and the Tinker's Creek Watershed Partners, Inc (TCWP), by its Board President. The duration of this agreement shall be from 01/01/2017 *to* 12/31/2017, subject to annual review and modification as provided below.

Section A
The purpose of this MOU is to acknowledge certain duties undertaken by the Village of Northfield in fulfillment of a permit from the Ohio Environmental Protection Agency, (EPA) authorizing discharges of stormwater from a municipal separate storm sewer system (MS4), and to define the role of the TCWP in assisting the Village of Northfield to fulfill those duties. The parties to this MOU hereby recognize the following background to this MOU:

1. TCWP is a non-profit organization formed by communities in the Tinker's Creek watershed to assist those communities in the management of stormwater runoff and related resource management issues. TCWP, through its Board of Directors and staff, is a recognized expert in stormwater management issues.

2. The Village of Northfield is a member in good standing of the TCWP.

3. The Village of Northfield is required to obtain a permit from EPA under General National Pollution Discharge and Elimination System (NPDES) Permit No.: OHQ000003 for stormwater discharges from its MS4, as defined in the permit.

Section B
Under this MOU, the Village of Northfield agrees to the following:

1. It will use its best faith efforts to provide TCWP with information about its obligations under the permit, issues pertinent to stormwater management, and the plans, programs, and resources that it has committed to fulfilling its obligations under the permit.

2. It will consider in good faith each year its decision to retain membership in TCWP and will continue such membership as long as it is deemed in the best interests of the Village of Northfield. Nothing in this agreement shall be construed to commit the Village of Northfield to continuing membership in TCWP.

3. Its permit obligations are solely its responsibility and will continue in accordance with the terms of the permit whether or not the Village of Northfield remains a member of the TCWP.

Section C
Under this MOU, TCWP agrees to the following:

1. It will use best faith efforts to collect information, consult with the Village of Northfield on its program and plans, and assist the Village of Northfield in fulfilling its obligations under the permit.

2. All costs for time spent by staff on regular and customary work as described in Section D will be covered by the Village of Northfield annual dues to TCWP. The Village of Northfield shall reimburse TCWP for all out of pocket costs incurred on its behalf. Any additional costs for specific materials, consulting, or programs will be negotiated and accepted by mutual agreement at the time such materials or service are provided. Nothing in the MOU shall be construed to commit the Village of Northfield to any specific expenditure.

Section D
Under this MOU, TCWP further agrees to provide the following services to the Village of Northfield:

1. **Minimum Control Measures #1: Public Education and Outreach:** TCWP will provide the following services:

   a. Quarterly newsletter with articles related to stormwater and watershed management issues for use and publication by the Village of Northfield.

   b. As they are developed by TCWP, materials such as brochures, flyers, booklets, and other ready-to-print materials will be provided to the Village of Northfield.

   c. TCWP will provide a minimum of four (4) NPDES Phase II updates to the Village of Northfield's designated stormwater manager on grant and outreach opportunities.

   d. The Village of Northfield will receive an electronic copy of the TCWP Annual Report to be used at the community's discretion.

   e. Participate as a speaker in the role of public education/outreach in one (1) public meeting per year, if requested, in the Village of Northfield, and may participate in additional meetings as requested by the Village of Northfield. TCWP's participation may include developing Power Point presentations and related handouts and researching and recommending other speakers as dictated by the topic. TCWP will also notify the Village of Northfield of meetings outside of the Village of Northfield. The Village of Northfield or sponsoring organization will organize and advertise these public meetings.

   f. Offer advice and participate as appropriate in Village of Northfield public events.

g. Maintain the TCWP website with information associated with general stormwater and watershed material that the Village of Northfield may use at their discretion.

2. **Minimum Control Measures #2:** Public Involvement and Participation: TCWP will provide outreach and assistance to landowners at the Village of Northfield's request.

   a. TCWP will provide a free table to the Village of Northfield at an annual watershed event to aid in fulfilling outreach requirement. TCWP will provide general advertising for the event but additional outreach to Village of Northfield's residents will be the responsibility of the community (i.e. through community newsletter or sewer bills).

   b. TCWP will provide assistance to the Village of Northfield at community events pertaining to stormwater and watershed education as requested.

3. **Minimum Control Measure #6: Pollution Prevention and Good Housekeeping on Community Operations:** TCWP will offer the Village of Northfield with one (1) hour of Good Housekeeping training per year in the month of December, unless otherwise specified.

4. TCWP will cooperate with other providers of services to the Village of Northfield in fulfillment of permit requirements.

5. TCWP will assist the Village of Northfield as appropriate in the preparation of grant requests to meet the requirements of its Stormwater Management Program. This may include, but is not limited to, funding requests under the Clean Ohio Fund and the Ohio Environmental Education Fund.

6. TCWP will provide other services, as appropriate, as requested by the Village of Northfield.

Section E

It is intended by the parties that this MOU clearly express the intentions and understandings of the parties that will govern their best faith efforts to cooperate in the fulfillment of the Village of Northfield obligations under the EPA Permit. Nothing herein shall be considered a contractual commitment by either party.

The Village of Northfield's binding obligations shall be limited to the terms of the permit and to decisions that may be made from time to time by the appropriate officials, acting in accordance with Ohio law.

TCWP's good faith efforts to provide the assistance described herein shall continue only as long as the Village of Northfield remains a member in good standing of TCWP, in accordance with the ordinances of the corporation. TCWP's provision of services under this MOU shall also be

consistent with its mandate to provide similar services to its other member communities on a fair and equitable basis.

Section F
This MOU shall be reviewed on an annual basis and shall be modified to the extent necessary each year to effectively meet the goals of each of the parties. Either party may terminate this agreement upon 30 days written notice. Upon termination, the parties will seek to fulfill pending projects and commitments based upon mutual agreement.

This memorandum and the understandings contained herein are hereby accepted by the Village of Northfield and TCWP.

Tinker's Creek Watershed Partners, Inc.	Village of Northfield
_____	_____
Harry Stark, Executive Director	Community Representative

VILLAGE OF NORTHFIELD ORDINANCE NO. 2017-36

AN EMERGENCY ORDINANCE ESTABLISHING CHAPTER 1048 OF THE CODIFIED ORDINANCES RELATING TO USE OF PUBLIC WAYS BY SERVICE PROVIDERS

WHEREAS, increasing demands are being made on the Village's streets and rights of way to accommodate facilities of telecommunications and other service providers; and

WHEREAS, it is in the Village's best interest to manage the occupancy and use of the Village's streets and rights of way by telecommunications and other service providers to the extent permitted by law.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby enacts Chapter 1048 of the Streets, Utilities, and Public Services Code as is indicated in the attachment hereto.

SECTION 2. That the rest and remainder of the Codified Ordinances of the Village of Northfield shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were rendered in an open meeting of this Council and/or were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that there is a need to accommodate and manage the increasing demand for the use of public rights of way in the Village, and that this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2017.

_____
Nicholas Magistrelli, Pres. Pro-Tem of Council

_____
Jesse J. Nehez, Mayor

Approved as to Legal Form.

_____
Bradric T. Bryan, Director of Law

I, Tricia Ingrassia, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2017.

_____
Tricia Ingrassia, Clerk of Council

CHAPTER 1048
Use of Public Ways by Service Providers

1048.01 Scope of Chapter; Definitions.
1048.02 Consent to Occupy or Use the Public Right-of-Way.
1048.03 General Public Right-of-Way Use Regulations.
1048.04 Location, Relocation, and Removal of Micro Wireless Facility.
1048.05 Notice of Work, Routine Maintenance, and Emergency Work.
1048.06 Miscellaneous Provisions.
1048.99 Penalties and Other Remedies.

1048.01 SCOPE OF CHAPTER; DEFINITIONS.

(a) The purpose and intent of this Chapter is to:

(1) Manage Occupancy or use of the Public Right-of-Way.

(2) Encourage the provision of advanced, competitive, telecommunications services on the widest possible basis to the businesses, institutions, and residents of the Village;

(3) Permit and manage reasonable access to the Public Right-of-Way of the Village for telecommunications service purposes on a competitively neutral basis.

(4) Conserve the limited physical capacity of the Public Right-of-Way held in trust by the Village for the benefit of the public.

(5) Assure that the Village receives cost recovery for the Occupancy and use of the Public Right-of-Way in accordance with law.

(6) Assure that all Service Providers with Facilities in the Public Right-of-Way comply with the ordinances, rules, and regulations of the Village.

(7) Assure that the Village fairly and responsibly protects the public health, safety, and welfare.

(8) Enable the Village to discharge its public trust consistent with rapidly evolving federal and State regulatory policies, industry competition, and technological development.

(b) For the purpose of this Chapter, and the interpretation and enforcement thereof, the following words and phrases shall have the following meanings, unless the context of the sentence in which they are used shall indicate otherwise:

(1) Accessory Equipment means any equipment used in conjunction with a Wireless Facility or Wireless Support Structure. "Accessory Equipment" includes utility or transmission equipment, power storage, generation, or control equipment, cables, wiring, and equipment cabinets.

(2) Affiliate means a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with

another Person.

(3) Antenna(e) means a system of electrical conductors that transmit or receive electromagnetic waves or radio frequency signals. Such waves shall include, but not be limited to, radio, television, cellular, paging, personal telecommunications service, internet, and microwave telecommunications.

(4) Capital Improvement means an addition made to enhance the value or extend the useful life of an existing System or Facilities, including Construction, Reconstruction, installation, rehabilitation, renovation, improvement, enlargement, and extension of Facilities, but not including ordinary or Routine Maintenance.

(5) Village means the Village of Northfield, Ohio.

(6) Village Property means and includes all real property owned by the Village, other than Public Streets and public easements, and all property held in a proprietary capacity of the Village, which are not subject to Public Right-of-Way consent and requirements of this Chapter.

(7) Construct, Constructing, Construction, etc. means installing, repairing, replacing, or removing any Facility, regardless of the methods employed.

(8) Distributed Antenna System means a network or facility to which all of the following apply:

(A) It distributes radio frequency signals to provide Wireless Service.

(B) It meets the height and size characteristics of a Small Cell Facility.

(C) It consists of all of the following:

(i) Remote antenna notes deployed throughout a desired coverage area;

(ii) A high-capacity signal transport medium connected to a central hub site; and

(iii) Equipment located at the hub site to process or control the radio frequency signals through the antennas.

(D) It conforms to the size limitations specified in Section 1048.01(b)(26) of this Chapter.

(9) Emergency means an unforeseen occurrence or condition calling for immediate action.

(10) Engineer means the Engineer of the Village or Engineer's designee.

(11) Excavate, Excavating, or Excavation means cutting, sawing, breaking, drilling into, boring under, or otherwise altering any Public Street or sidewalk pavement, and/or digging, drilling into, or boring under any unpaved portion of the Public Right-of-Way, including any other work or activity which disturbs the existing surface or subsurface structure, composition, or soil compaction, for the purpose of carrying on any Construction activity.

(12) Facilities or Facility means the plant, equipment, and property, including but not limited to, Accessory Equipment, Antennae, cables, fibers, wires, pipes, conduits, ducts, pedestals, electronics, poles, mains, plant,

equipment, and other appurtenances located under, on or above the surface of the ground in the Public Right-of-Way of the Village for a micro Wireless Facility.

(13) Lane Construction means the blocking or diverting of vehicular and/or pedestrian traffic from a street or sidewalk for the purpose of Constructing, Excavating, installing, repairing, maintaining, operating, replacing, or removing any Facility, including: the lifting or removing of manhole or handhold covers; and the opening or accessing of at-grade or pole-mounted cabinets, pedestals, transformers, power supplies, amplifiers, splice enclosures, traps, or other Facilities.

(14) Micro Wireless Facility includes both a Distributed Antenna System and a Small Cell Facility, and the related Wireless Facilities.

(15) Monopole means a support structure constructed of a single, self-supporting hollow metal tube securely anchored to a foundation.

(16) Occupancy, Occupy, or Use means, with respect to the Public Right-of-Way, to place a tangible thing in the Public Right-of-Way for any purpose, including, but not limited to, constructing, repairing, positioning, maintaining, or operating lines, poles, pipes, conduits, ducts, equipment, or other structures, appurtenances, or Facilities.

(17) Overhead Facilities means utility poles and wires, cables, and other such equipment running between and on such poles, including the underground supports and foundations for such Facilities.

(18) Person means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies, trusts, public utilities, any other entity, and individuals and includes their lessors, trustees, and receivers, and specifically includes the Village itself.

(19) Private Service Provider means any Person who, pursuant to the consent to Occupy or Use the Public Right-of-Way pursuant to Section 1048.02 of this Chapter, directly or indirectly owns, controls, operates, or manages a Micro Wireless Facility within the Village's Public Right-of-Way used or to be used for the purpose of transmitting, receiving, distributing, or providing telecommunications or Wireless Services.

(20) Public Right-of-Way means the surface of, and the space within, through, on, across, above, or below, any Public Street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, and any other land dedicated or otherwise designated for a comparable public use, which is owned or controlled by the Village or other public entity or political subdivision.

(21) Public Street means the paved and unpaved portion of any street, road, boulevard, drive, highway, freeway, parkway, lane, court, alley or other Public Right-of-Way in which the Village has an interest in law or equity and which has been acquired, established, dedicated, or

devoted to street purposes.

(22) PUCO or Public Utilities Commission of Ohio means the State Administrative agency, or successor, authorized to regulate and oversee certain Public or Private Service providers and Services in the State of Ohio.

(23) Reconstruct, Reconstruction, etc. means substantial physical change to all or a portion of an existing Facility or System involving Construction in Public Streets, utility easements, or Public Right-of-Ways.

(24) Routine Maintenance means repair, upkeep, replacement, or restoration of existing Facilities located in the Public Right-of-Way that requires no more than one (1) working day to complete, is not an Emergency and does not include Excavation of the Public Right-of Way.

(25) Service Provider means any Private Service Provider.

(26) Small Cell Facility means a Wireless Facility that meets the requirements of Sections 1048.01(b)(26)(A)(1) and 1048.01(b)(26)(A)(2) of this Chapter:

(A) (1) Each Antenna is located inside an enclosure of not more than six cubic feet in volume or, in the case of an Antenna that has exposed elements, the Antenna and all of its exposed elements could fit within an enclosure of not more than six cubic feet in volume.

(2) All other Wireless Equipment associated with the Facility is cumulatively not more than twenty-eight cubic feet in volume. The calculation of equipment volume shall not include electric meters, concealment elements, telecommunications demarcation boxes, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

(B) If the Wireless Facility were placed on a Wireless Support Structure or Utility Pole, the increased height would be not more than ten feet or the overall resulting height would be not more than fifty (50) feet.

(27) State means the State of Ohio.

(28) Utility Pole means a structure that is designed for, or used for the purpose of, carrying lines, cables, or wires for electric or telecommunications services.

(29) Wireless Facility means an Antenna, Accessory Equipment, or other wireless device or equipment used to provide Wireless Service.

(30) Wireless Service means any services using licensed or unlicensed wireless spectrum, whether at a fixed location or mobile, provided using Wireless Facilities.

(31) Wireless Support Structure means a pole, such as a monopole, either guyed or self-supporting, light pole, traffic signal, sign pole, or Utility Pole capable of supporting Wireless Facilities.

1048.02 CONSENT TO OCCUPY OR USE THE PUBLIC RIGHT-OF-WAY.

(a) Consent Required to Occupy Public Right-of-Way. No Person shall Occupy or use a Micro Wireless Facility in the Public Right-of-Way without obtaining prior consent from the Village to do so.

(b) Initial Consent Presumed.

(1) A person with a Micro Wireless Facility in the Public Right-of-Way on the effective date of this Chapter, who lawfully occupies the Public Right-of-Way on the effective date of this Chapter, shall be presumed to have initial consent of the Village for its existing Micro Wireless Facility to Occupy or use the Public Right-of-Way which has been previously approved by the Village.

(2) Initial presumed consent for Occupancy or use of the Public Right-of-Way is limited to the existing Micro Wireless Facility.

(3) A Person with initial presumed consent is not relieved from compliance with this Chapter with respect to the ongoing Occupancy or Use of the Public Right-of-Way including, but not limited to, the Insurance and Indemnity requirements set forth in Sections 1048.02(e) and (f) of this Chapter.

(c) Application for Consent to Occupy or Use Public Right-of-Way.

(1) The following Persons shall apply to the Village for consent to Occupy or use the Public Right-of-Way on a form provided by the Village. Any Person who:

(A) Does not currently have an existing, Micro Wireless Facility in the Village's Public Right-of-Way and desires to Construct a new Micro Wireless Facility in the Public Right-of-Way; or

(B) Has initial presumed consent or Village Consent to Occupy or Use the Public Right-of-Way for an existing Micro Wireless Facility but is planning:

(i) a Capital Improvement or Reconstruction of an existing Micro Wireless Facility; or

(ii) to Construct an additional Micro Wireless Faiclity anywhere in the Village.

(2) The application for Consent to Occupy or Use the Public Right-of-Way shall include the following information with respect to the applicant's or Service Provider's planned or existing Micro Wireless Facility in the Public Right-of-Way, as well as plans for any planned Capital Improvements or Reconstruction:

(A) The identity, legal status, and federal tax identification number of the applicant, including all Affiliates of the applicant or Service Provider in the State of Ohio that will Use or Occupy the Public Right-of-Way or are in any way responsible for the Micro Wireless Facility in the Public Right-of-Way

(B) The name, address, and telephone number of the local officer,

Agent, or employee responsible for the accuracy of the application or initial registration and available at all reasonable times to be notified in case of emergency.

(C) A description of the existing or proposed Micro Wireless Facility in the Village's Public Right-of-Way, including but not limited to, engineering plans, specifications, or a map, all in sufficient detail to identify:

(i) The location of the applicant's Micro Wireless Facility or proposed Micro Wireless Facility.

(ii) The location of all existing Overhead and/or underground Facilities, Facility, or Micro Wireless Facility in the Public Right-of-Way in the area of the applicant's or Service Provider's Micro Wireless Facility or proposed Micro Wireless Facility that is sufficient to show the impact of the applicant's Micro Wireless Facility on other existing Facilities, Facility, or Micro Wireless Facility.

(iii) The location of all overhead and underground utility easements.

(iv) A soil boring with associated testing shall be obtained in the area of any new proposed tower or pole to determine the soil bearing capacity of the soil in order to design the depth of the tower or pole foundation.

(D) A preliminary Construction schedule and completion date for all planned Capital Improvements.

(E) Evidence that the applicant or Service Provider has complied, or will comply, with indemnification and insurance requirements of this Chapter.

(F) Information sufficient to determine that the applicant or Service Provider has received any certificate of authority required by the PUCO.

(G) A description of the construction methods to be employed for the protection of existing structures, fixtures, and Facilities in or adjacent to the Public Right-of-Way.

(H) A description of the structures, improvements, and obstructions, if any, the applicant proposes to temporarily or permanently remove or relocate.

(I) A description of the impact of Construction, Reconstruction, installation, maintenance, or repair of a Micro Wireless Facility on trees in or adjacent to the Public Right-of-Way, together with a landscape plan for protecting, trimming, removing, replacing, and restoring any trees or areas disturbed during Construction.

(J) All applications shall be accompanied by the certification of a State of Ohio registered professional engineer that the drawings, plans, and specifications submitted with the application comply with the applicable technical codes, rules, and regulations.

(K) All applications which involve a Lane Obstruction or work on, in, under, across, or along any Right-of-Way shall be accompanied by a traffic control plan demonstrating the protective measures and devices that will be employed, consistent with the Ohio Department of Transportation's Uniform Manual of Traffic Control Devices and other applicable ODOT regulations, to prevent injury or damage to Persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic. The Village may require the Service Provider to use and employ the Village Police Department for Traffic Control.

(L) Such other and further information as may reasonably be requested by the Village.

(3) The Village, by and through its Planning Commission, shall grant or deny, in writing, a Person's application for consent to Occupy or Use the Public Right-of-Way within sixty (60) days of the date on which the Person filed the application and all necessary information with the Village.

(A) The Village may withhold, deny, or delay its consent to a Person's application to Occupy or Use the Public Right-of-Way based on the health, safety, and welfare of the Village and in accordance with Village Ordinances and Ohio law. These reasons may include, but not be limited to, those criteria set forth in Section 1048.02(d) of this Chapter.

(B) If the Village denies a Person's application to Occupy or Use the Public Right-of-Way, the Village shall provide its reasons in writing for denying the application, and shall provide any information that the Person may reasonably request necessary for the Person to obtain the Village's consent to Occupy or Use the Public Right-of-Way.

(4) The Village's grant of consent for a Person to Occupy or Use the Public Right-of-Way shall be in the form of a Right-of-Way Occupancy Certificate which shall set forth the specific terms of the Village's consent for such Person to Occupy or Use the Public Right-of-Way.

(5) Each Person submitting an application for Consent to Occupy or Use the Public Right-of-Way shall pay a fee in the amount of Two Hundred Fifty Dollars ($250.00) per site and assessed by the Zoning Officer to reimburse the Village for its administrative costs.

(6) The time periods set forth herein may be tolled:

(A) By mutual agreement between the Person requesting consent and the Village; or

(B) Where the Village determines that the application is incomplete.

(7) To toll the time period for incompleteness, the Village shall provide written notice to the Person requesting consent not later than thirty (30) days after receiving the request, clearly and specifically delineating all missing documents or information.

(8) The time period begins running again when the Person makes a supplemental submission in response to the Village's notice of incompleteness.
(9) If a supplemental submission is inadequate, the Village shall notify the Person not later than ten (10) days after receiving the supplemental submission that the supplemental submission did not provide the information identified in the original notice delineating missing documents or information. The time period may be tolled in the case of second or subsequent notices under the procedures identified in divisions (A) to (C) of this Section.

(d) Micro Wireless Facility in Right-of-Way. No Person shall occupy or use the Public Right-of-Way as a Micro Wireless Facility without first obtaining the approval of the proposed improvements by the Planning Commission. The Person proposing the improvements shall deliver to the Planning Commission eight (8) sets of the plans and specifications including all necessary details, profiles, and cross-sections for each proposed improvement. The Planning Commission shall approve or disapprove of such proposed improvements based on the following standards:

(1) Compliance with all Village codes and laws and other governmental laws where required;
(2) The recommendation of all administrative departments in regard to the improvements.
(3) The effect of the proposed improvements on the right-of-way and in relation to all other improvements already installed or approved;
(4) The proposed location of the improvements in regard to such items as sight lines, drainage, safety, and visual interference;
(5) The size, bulk, and location of the improvements in relation to obtaining proper light, air, privacy, usable open space, and compatibility with surrounding uses;
(6) The proper screening or placement of the improvements to minimize the negative effects of the improvements of the right-of-way or adjoining uses; and
(7) Compliance with the United States Department of Transportation Manual or Uniform Traffic Control Devices (MUTCD) and Ohio Department of Transportation Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

(e) Service Provider Insurance. As a condition of the consent to Occupy or Use the Public Right-of-Way, a Service Provider must secure and maintain, at a minimum, the following liability insurance policies insuring both the Service provider and the Village as additional insured:

(1) Comprehensive general liability insurance with limits not less than
(A) One Million Dollars ($1,000,000.00) per occurrence, Two Million

Dollars ($2,000,000.00) annual aggregate, for bodily injury or death to each Person;

(B) One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) annual aggregate, for property damage resulting from any one accident; and

(C) One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) annual aggregate, for all other types of liability.

(2) The liability insurance policies required by this Section shall be maintained by the Service Provider throughout the period of time during which the Service Provider is Occupying or Using the Public Right-of-Way, or is engaged in the removal of its Facilities. Each such insurance policy shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until ninety (90) days after receipt by the Village of a written notice addressed to the Building and Zoning Inspector of such intent to cancel or not to renew."

(3) Within sixty (60) days after receipt by the Village of said notice, and in no event later than thirty (30) days prior to said cancellation, the Service Provider shall obtain and furnish to the Village replacement insurance policies meeting the requirements of this Section.

(4) All insurance policies required herein shall be written with an insurance company authorized to do business in the State of Ohio in relation to the specific type of insurance required.

(5) Upon written application to, and written approval by, the Village's Finance Director, a Service Provider may be self-insured to provide all of the same coverages as listed in this Section. As part of the review process, the Finance Director may require, and the self-insurance applicant shall provide, any and all financial documents necessary to make a valid determination of the applicant's ability to meet the needs of this Chapter.

(f) General Indemnification. Each application for consent to Occupy or Use the Public Right-of-Way shall include, to the extent permitted by law, the Service Provider's express undertaking to defend, indemnify, and hold the Village and its elected and appointed officers, officials, employees, agents, representatives, and subcontractors harmless from and against any and all damages, losses, and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from, or alleged to arise out of or result from the negligent, careless, or wrongful acts, omissions, failures to act, or misconduct of the Service Provider or its Affiliates, officers,

employees, agents, contractors, or subcontractors in the design, Construction, Reconstruction, installation, operation, maintenance, repair, or removal of its Micro Wireless Facility, and in providing or offering Services over the Micro Wireless Facility, whether such acts or omissions are authorized, allowed, or prohibited by this Chapter.

1048.03 GENERAL PUBLIC RIGHT-OF-WAY USE REGULATIONS.

(a) Public Right-of-Way Route. Consent granted to a Service Provider to Occupy or Use the Public Right-of-Way under Section 1048.02 shall be limited to a grant to Occupy or Use the specific Public Right-of Way and defined portions thereof, including the specific Micro Wireless Facility and location along the Public Right-of-Way, as approved by the Village.

(b) Nonexclusive Consent to Occupy the Public Right-of-Way. No consent granted under Section 1048.02 shall confer any exclusive right, privilege, license, or franchise to Occupy or Use the Public Right-of-Way of the Village, other than as specifically provided in said consent.

(c) Rights Permitted. No consent granted under Section 1048.02 shall convey any right, title, or interest in the Public Right-of-Way, but shall be deemed a consent only to Occupy or Use the Public Right-of-Way for the limited purposes granted by the consent. Further, no consent shall be construed as any warranty of title.

(d) Height. A Micro Wireless Facility may be attached to a Wireless Support Structure where the increased height would be not more than ten (10) feet or the overall resulting heights would be not more than fifty (50) feet.

(e) Maximum Size. The Micro Wireless Facility must conform to the size limitations as defined for a Small Cell Facility in Section 1048.01(b)(26) of this Chapter.

(f) Color. The Micro Wireless Facilities shall be a color or colors that are consistent with or most blends into the Wireless Support Structure on which they are installed, unless a different color is needed for public safety or service reliability reasons.

(g) Wiring and Cabling. Wires and cables connecting the Micro Wireless Facility shall be installed in accordance with the version of the National Electrical Code adopted by the Village and in force at the time of installation. In no event shall wiring and cabling serving the Micro Wireless Facility interfere with any wiring or cabling installed by a cable television or video service operator, electric utility, telephone utility, or other utility.

(h) Guy Wires Restricted. Guy wires and similar support structures may not be used as part of the installation of any Micro Wireless Facility, unless the Micro Wireless Facility is proposed to be attached to an existing Utility Pole that incorporated guy wires prior to the date of the request for consent.

(i) Grounding. The Micro Wireless Facility, including any ground-mounted equipment, shall be grounded in accordance with the requirements of the most current edition of the National Electrical Code adopted by the Village regarding grounding of wireless facilities.

(j) Signage. Other than warning or notification signs required by federal law, or identification and location markings required by the Village, a Micro Wireless Facility shall not have signs installed thereon.

(k) Maintenance of Micro Wireless Facility. Each Service Provider shall maintain its Micro Wireless Facility in good and safe condition and in a manner that complies with all applicable federal, State, and local requirements.

(l) Safety Procedures. A Service Provider or other Person acting on its behalf shall use suitable barricades, flags, flagmen, lights, flares, and other measures as necessary and in accordance with applicable State and local requirements for the safety of all members of the general public and to prevent injury or damage to any Person, vehicle, or property by reason of such work in or affecting such Public Right-of-Way or property.

(m) Interference with the Public Right-of-Ways. No Service Provider may locate or maintain its Micro Wireless Facility so as to unreasonably interfere with the use of the Public Right-of-Way by the Village, by the general public, or by other Persons authorized to use or be present in or upon the Public Right-of-Way. All such Micro Wireless Facilities shall be moved by the Service Provider, temporarily or permanently, as determined by the Building and Zoning Inspector when necessary to protect the public, comply with the provisions of this Chapter, or otherwise comply with local, state, or federal laws. The expense or cost to move said Micro Wireless Facility shall be the responsibility of the Service Provider.

(n) Damage to Public and Private Property. No Service Provider nor any Person acting on the Service Provider's behalf shall take any action or permit any action to be done which may impair or damage any Village Property, Public Right-of-Way, or other public or private property located in, on, or adjacent thereto.

(o) Restoration of Public Right-of-Way, Other Ways, and Village Property.

(1) When a Service Provider, or any Person acting on its behalf, does any work in or affecting any Public Right-of-Way or Village Property, it shall, after the work is completed and at its own expense, promptly remove any obstructions therefrom and restore such ways or property, within ten (10) to thirty (30) days, at the Building and Zoning Inspector's discretion, to as good a condition as existed before the work was undertaken, unless otherwise directed by the Village.

(2) If weather or other conditions do not permit the complete restoration required by this Section, the Service Provider shall temporarily restore the affected ways or property as directed by the Building and Zoning

Inspector. Such temporary restoration shall be at the Service Provider's sole expense and the Service Provider shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

(p) Damage to Service Provider's Micro Wireless Facility. Unless directly and proximately caused by the willful, intentional, or malicious acts of the Village, the Village shall not be liable for any damage to or loss of any Micro Wireless Facility in the Public Right-of-Way of the Village as a result of or in connection with, but not limited to, any public works, public improvements, Construction, Excavation, grading, filling, salting, snow removal, or work of any kind in the Public Right-of-Way by or on behalf of the Village;

(q) Duty to Provide Information. Within ten (10) days of a written request from the Village, each Service Provider shall furnish the Village with documentation sufficient to show that the Service Provider has complied with all requirements of this Chapter.

(r) Assignments or Transfers of Consent. Consent to Occupy or Use the Public Right-of-Way may be, directly or indirectly, transferred, assigned, or disposed of by sale, lease, merger, consolidation, or other act of the Service Provider, by operation of law or otherwise, without consent of the Village, so long as:

(1) The Village is notified of the proposed transfer on or before the date of transfer; and
(2) The transferee shall fully comply with this Chapter within sixty (60) days of the transfer, including, but not limited to:
    (A) All information required by the application for consent to Occupy or Use the Public Right-of-Way pursuant to Section 1048.02 of this Chapter; and
    (B) Any other information reasonably required by the Village.

(s) Revocation of Consent. Consent granted by the Village to Occupy or Use the Public Right-of-Way of the Village may be revoked for any one of the following reasons:

(1) Construction, Reconstruction, installation, location, operation, or Excavation at an unauthorized location.
(2) Construction, Reconstruction, installation, location, operation, or Excavation in violation of Village or State safety and/or Construction requirements.
(3) Material misrepresentation or lack of candor by or on behalf of a Service Provider in any Permit application or registration required by the Village;
(4) Abandonment of Micro Wireless Facility in the Public Right-of-Way.
(5) Failure to relocate or remove a Micro Wireless Facility or failure to restore the Public Right-of-Way, as required by this Chapter.
(6) Insolvency or bankruptcy of the Service Provider.
(7) The Micro Wireless Facility is in a state of disrepair which creates a

public nuisance.

(8) Violation of material provisions of this Chapter.

(9) Construction under the consent is not commenced within one (1) year of the consent approval date.

(t) Notice and Duty to Cure. In the event the Building and Zoning Inspector believes grounds exist for revocation of consent to Occupy or Use the Public Right-of-Way or Construction Permit, the Building and Zoning Inspector shall give the Service Provider written notice of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the Service Provider a reasonable period of time not exceeding thirty (30) days to furnish evidence:

(1) That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance;

(2) That rebuts the alleged violation or noncompliance; and/or

(3) That it would be in the public interest to impose some penalty or sanction less than revocation.

1048.04 LOCATION, RELOCATION, AND REMOVAL OF MICRO WIRELESS FACILITY

(a) Excess Capacity. To reduce Excavation and congestion in the Public Right-of-Way, it is the Village's goal to encourage Service Providers to share occupancy of utility poles, as well as to construct, whenever possible, excess available space on utility poles for occupancy of future Micro Wireless Facilities in the Public Right-of-Way. The Service Provider may charge a reasonable market lease rate to other Providers for occupancy of the additional utility pole space as reimbursement.

(b) Relocation or Removal of Facilities. Within thirty (30) days following written notice from the Village, a Service Provider shall, at its own expense, temporarily or permanently remove, relocate, change, or alter the position of any Micro Wireless Facility in the Public Right-of-Way whenever the Village shall have determined that such removal, relocation, change, or alteration is reasonably necessary for:

(1) The Construction, Reconstruction, repair, maintenance, or installation of any Village or other public improvement in or upon the Public Right-of-Way.

(2) The operations of the Village or other governmental entity in or upon the Public Right-of-Way.

(c) Removal of Unauthorized Micro Wireless Facility. Within thirty (30) days following written notice from the Village, any Service Provider or other Person that owns, controls, or maintains any unauthorized Micro Wireless Facility or related appurtenances in the Public Right-of-Way shall, at its own expense, remove the Micro Wireless Facility or appurtenances from the Public Right-of-Way of the Village. After the thirty (30) days have expired, the Village may remove the Micro Wireless Facility or

appurtenances from the Public Right-of-Way at the other party's expense. A Micro Wireless Facility is unauthorized and subject to removal in the following circumstances:

(1) Upon revocation of the Service Provider's consent to Occupy or Use the Public Right-of-Way;
(2) Upon the abandonment of a Micro Wireless Facility in the Public Right-of-Way of the Village;
(3) If the Micro Wireless Facility was Constructed, Reconstructed, installed, operated, located, or maintained without the consent to do so, except as otherwise provided by this Chapter;
(4) If the Micro Wireless Facility was Constructed, Reconstructed, installed, operated, located, or maintained, or any Excavation of a Public Right-of-Way was performed, without prior issuance of a required Construction Permit, except as otherwise provided by this Chapter;
(5) If the Micro Wireless Facility was Constructed, Reconstructed, installed, operated, located, or maintained, or any Excavation of a Public Right-of-Way was performed, at a location not permitted pursuant to the Village's consent to Occupy or Use the Public Right-of-Way or Construction Permit;

(d) Emergency Removal or Relocation of Micro Wireless Facility. The Village retains the right and privilege to cut or move any Facilities, or stop work on any Construction, Reconstruction, installation, operation, or Excavation, located in the Public Right-of-Way of the Village, as the Village may determine to be necessary, appropriate, or useful in response to any need to protect the public health, safety, or welfare.

1048.05 NOTICE OF WORK, ROUTINE MAINTENANCE, AND EMERGENCY WORK.

(a) Notice of Work. Except in case of Emergency, as provided in Section 1048.05(c), or for Routine Maintenance as provided in Section 1048.05(b), no Service Provider, or any Person acting on the Service Provider's behalf, shall commence any work in the Public Right-of-Way of the Village without twenty-four (24) hours advance notice to the Village and obtaining consent to Occupy or Use the Right-of-Way pursuant to Section 1048.02, if required.

(b) Routine Maintenance and New Service Orders.
(1) A Service Provider need not obtain a Construction Permit or notify the Village prior to or after commencing any Routine Maintenance or New Service Orders that do not include the Construction in, or Excavation or Lane obstruction of, a Public Right-of-Way or closing of a Public Street.
(2) For Routine Maintenance and New Service Orders that require the Service Provider to cause a Lane Obstruction in a Public Street for

more than two (2) hours, the Service Provider shall provide the Village with forty-eight (48) hours advance written notice prior to commencing the Routine Maintenance or New Service Order, and shall submit a drawing showing the planned traffic maintenance and indicating how the Service Provider shall meet all requirements of ODOT's Manual of Traffic Control Devices or other applicable governmental regulations.

(c) Emergency Work. In the event of the need for any unexpected repair or Emergency work, a Service Provider may commence such Emergency response work as required under the circumstances, provided that for Emergency work that requires Excavation of a Public Right-of-Way or Lane Obstruction or closing of a Public Street, the Service Provider shall notify the Village as promptly as possible before commencing such Emergency work, or as soon as possible thereafter if advance notice is not practicable. When notice is required, the Service Provider shall notify the Building and Zoning Inspector.

1048.06 MISCELLANEOUS PROVISIONS.

(a) Other Village Ordinances. In the event that any provision of this Chapter conflicts with any other provision of the Village's Codified Ordinances or other ordinances or resolutions of the Village, the more restrictive provision shall govern.

(b) Preemption by State and Federal Laws. Except as may be preempted by applicable State or Federal law, rates, regulations, and orders, this Chapter shall apply and be controlling over each Service Provider engaged in the business of transmitting, supplying, or furnishing of Services originating, passing through, or terminating in the Village.

(c) Exemption for Village-Owned or Operated Facilities. Nothing in this Chapter shall be construed to apply the provisions of this Chapter to Facilities, Micro Wireless Facilities, or Private Facilities owned or operated by the Village or any of its operations.

(d) Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Chapter, or its application to any Person, is, for any reason, declared invalid, in whole or in part, by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

1048.99 PENALTIES AND OTHER REMEDIES.

(a) Penalties. Any Person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with any or the provisions of this Chapter shall be guilty of a misdemeanor of the fourth (4th) degree. A separate and distinct Offense shall be deemed committed each day on which a violation occurs or continues.

(b) Civil Violations and Forfeiture.

(i) In lieu of the criminal penalties set forth above, the Building and Zoning

Inspector may make an initial finding of a civil violation by the Service Provider for violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Chapter.

(ii) The Civil Forfeiture shall be in an amount payable to the Village of not less than $100.00 nor more than $500.00 for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs or continues.

(iii) An action for civil forfeiture shall be commenced by providing the Service Provider with written notice describing in reasonable detail the Service Provider's alleged violation of one or more provisions of this Chapter and the amount of the penalty that will be assessed against it.

(iv) The Service Provider shall have fifteen (15) days subsequent to receipt of the notice of violation in which to correct the violation before the Village may assess penalties against the Service Provider. The time in which to cure the violation may be extended by the Village if, in the Village's sole discretion, it determines that additional time is required to correct the violation; provided that the Service Provider commences corrective action within seven (7) days of the notice of violation and proceeds with reasonable diligence.

(v) The Service Provider may dispute the alleged violation by providing the Village with written notice within five (5) days of receipt of the notice of violation, setting forth in reasonable detail the reasons for its dispute. The Village shall set a date for hearing of the alleged violation before the Planning Commission no sooner than thirty (30) days and not later than sixty (60) days from receipt of the notice of dispute.

(vi) The Village shall issue a written decision on the Service Provider's alleged violation within thirty (30) days after the hearing, which decision shall be final and subject to the administrative appeal procedures under Ohio law. If the Village finds after hearing that the alleged violation(s) did occur, the penalty shall be assessed starting fifteen (15) days from the notice of violation and shall continue until the violation has been corrected.

(c) Other Remedies. Nothing in this Chapter shall be construed as limiting any administrative or judicial remedies the Village may have, at law or in equity, for enforcement of this Chapter.