

**REQUEST FOR PROPOSALS  
TRAFFIC IMPACT AND ECONOMIC IMPACT STUDY  
KENWOOD ROAD  
SYCAMORE TOWNSHIP**

February 28, 2020

**Work Statement**

Sycamore Township desires to investigate the effectiveness of the existing raised median on Kenwood Road between the I-71 interchange and Montgomery Road.

The objective of the Study is to develop an access management plan that will maximize overall benefits to the public using Kenwood Road and to the businesses located in the Kenwood Corridor.

The investigation should include issues related to traffic flow such as Level of Service, accidents, safety, and access management standards.

The investigation should include economic matters related to the operation of businesses along Kenwood Road as related to the presence of the median.

The investigation should produce a comprehensive report with an analysis and formulation of conclusions about the cost-benefit of the median in terms of public road users and the contiguous retail and commercial enterprises.

The report should contain recommendations and an action plan related to access management.

**Overall Administrative Approach**

The following are important milestones in the Study:

- Advertise and send the RFP to listed Consultants.
- Interview not more than three Consultants. Select a preferred Consultant and negotiate a Consultant fee.
- Recommendation to Township Trustees and preparation of Trustee Resolution to engage Consultant; execute Contract with Consultant
- Kick Off meeting with Consultant and Administration Staff. Begin work tasks, establish final work program and schedule of work.
- Consultant to submit brief bi-weekly progress reports for the duration of the Study.
- Phase 1 progress meeting
- Public meeting(s)
- Phase 2 progress meeting
- Public meeting(s)
- Final Report with recommendations submitted to the Township and the Hamilton County Engineer.

- Consideration of the Report by the Trustees. Resolution to implement the Report's Recommendations

While Sycamore Township will administer the Study, the Hamilton County Engineer's Office will be involved in all aspects of the Study and will have final review/approval of the recommendations of the Study.

Preparation of the Report and its recommendations is intended to be a collaborative process.

### **Study Area and Jurisdictional Authority**

The Study Area is Kenwood Road from Euclid Road to Orchard Lane and includes all properties within the Corridor as shown in Figure 1.

All of the Study Area is located within Sycamore Township. The Hamilton County Engineer has jurisdictional authority for access management on Kenwood Road. ODOT has jurisdictional authority on Montgomery Road. Sycamore Township has zoning and land use authority.

### **Scope of Work**

The following work tasks should be completed:

1. Conduct turning movement vehicle counts, vehicle classification, and pedestrian counts at the following intersections:
  - a. Kenwood at Euclid
  - b. Kenwood at I-71 eastbound Off Ramp
  - c. Kenwood at westbound On Ramp
  - d. Kenwood at Saint Vincent Ferrer/Kenwood Square driveway
  - e. Kenwood at Kenwood Square Driveway (Right In/Right Out)
  - f. Kenwood at Montgomery (US 22)
  - g. Kenwood at Orchard Lane
2. Prepare an existing conditions map (using Google or CAGIS as a base) showing as a minimum the location of each individual business, on site circulation, parking field, ingress/egress driveways on Kenwood, name and brief description of each commercial activity, and other pertinent characteristics.
3. Review background material and previous reports and analysis. Selected relevant background material includes the following:
  - a. Kenwood Road Access Management Study, TEC Engineering, Inc., August 2011
  - b. Kenwood Road & Sycamore Plaza U-Turn, TEC Engineering, Inc., Memorandum Report, December 19, 2018.
  - c. Kenwood Road & Kenwood Plaza U-Turn (Part 2), TEC Engineering, Inc., Memorandum Report, May 2, 2019.
  - d. Mini Roundabout and Kenwood Square Driveway, TEC Engineering, Inc., Letter Report, June 19, 2019

It is noted that TEC Engineering is the traffic consultant for Sycamore Township. Copies of the above documents are available at the Administration Building (8540 Kenwood Road) and on the Township website [www.sycamoretownship.org](http://www.sycamoretownship.org)

Interviews with selected individuals should be conducted for the purpose of obtaining “before and after” information relative to the impact of the median on business and customer activity as well as safety and traffic operations. These interviews should include business owners, property owners, EMS and Fire officials, the Hamilton County Engineer, ODOT, and other public officials.

The Phase 1 Report should summarize the inventory of background information and basic data obtained. Provide research and historical information related to accident history, traffic counts, traffic operations, and impact on businesses. Establish existing conditions such as crash data, Level of Service, and retail activity for traffic operations and business activity.

Establish “before and after” conditions.

4. A status and progress meeting should be held with Sycamore Township and the Hamilton County Engineer upon completion of Phase 1 work.
5. At least one public meeting should be held after the Phase 1 Report for the purpose of receiving public input.
6. Phase 2 work should commence after the Phase 1 work is completed, include will analysis of traffic operations, safety issues, accident analysis (“before and after” median installation), economic impact on businesses (“before and after”) and evaluation of access management alternatives. These alternatives include, but are not limited, to the following:
  - Do nothing
  - Construct the mini roundabout at the Kenwood Square signalized driveway
  - Provide new opening(s) in the median so as to permit southbound left turns.
  - Permit U-Turns at the Kenwood Square signalized intersection
  - Provide service road access to the properties located on the east side of Kenwood
  - Raze the existing median
  - Reconfigure the existing service road on the west side of Kenwood.
  - Construct an exclusive northbound through lane on Kenwood at Orchard.
  - Other

Analysis and recommendations should include preliminary cost estimates for construction and right of way acquisition.

### **Hamilton County Engineer Considerations**

- Traffic safety, operations and impact on the interstate interchanges with I-71 as well as the US 22 SR 3 (Montgomery Road) intersection must be the significant factors in reaching an engineering decision.

- The study should also include looking back at what the area in question was like prior to the construction of the median. This should include accident history, queueing issues, levels of service and the impact of use of law enforcement officers.
- The section of Kenwood Road is part of the joint ODOT/Hamilton County traffic signal coordination plan that is on the ODOT Centracs system. Any recommendations will need to address the impacts to the entire coordination plan.
- The study, and any recommendations made, shall be prepared, signed and sealed by a Professional Engineer licensed to practice in the State of Ohio with extensive experience in Traffic Operations (PTOE) in accordance with the Ohio Law. The recommendations presented must be based on sound engineering data, analysis and practice.
- Although an evaluation of access management alternatives is common and appropriate for such traffic engineering studies, the before and after economic analysis of the directly affected businesses is generally not a consideration. Historically, left turn access has not been a compensable matter.
- The Ohio Department of Transportation shall be involved in the review of areas impacted them; I-71 ramps, intersection with Montgomery Road and Centracs system.

## **Reports**

Separate Reports will be prepared for Phase 1 and Phase 2.

## **Submission of Response to RFP**

The Consultant should submit the Response to the RFP with three hard copies and a separate electronic copy (via email).

The Response should include:

- A description of the Consultant's overall approach to work tasks and a detailed description of the proposed work tasks.
- Qualifications for traffic analysis
- Qualifications for retail business economic analysis
- Resumes of key individuals that will be assigned to the Study
- Resume of intended project manager.
- Estimated time schedule for completion of work

## **Due Date**

The Response to the RFP, and any questions, should be directed to the attention of:

Mr. Ray Warrick, Administrator for Sycamore Township  
8540 Kenwood Road  
Sycamore Township, Ohio 45236  
Telephone: 513.792.7277  
Email: [rwarrick@sycamoretownship.org](mailto:rwarrick@sycamoretownship.org)

The Response to the RFP should be submitted no later than 12:00 (noon) on March \_\_\_\_, 2020.

Figure 1 - Study Area



February 25, 2020

Tracy Kellums  
Assistant Township Administrator  
Sycamore Township  
8540 Kenwood Road  
Cincinnati, Ohio 45236

RE: Traffic Study – Montgomery & Kenwood

Mr. Kellums:

TEC Engineering, Inc. is pleased to submit a response to your Request for a Proposal for a traffic study for the intersection of Montgomery Road & Kenwood Road. Based upon our discussion, TEC proposes the following:

### **Scope of Work:**

---

#### **1. Field Data Collection**

##### *Study Area*

The study area for the Safety Impact Study will include Kenwood Road from Orchard Lane to Montgomery Road and Montgomery Road from Kenwood Road to St. Vincent Ferrier/RedStone Drive.

TEC will collect field data including existing geometry, roadway conditions, traffic observations, etc. in the study area. In addition, TEC will review the METRO bus schedule for all bus routes within the project area.

TEC will utilize the existing 24 hour traffic counts for Montgomery Road and Kenwood Road from the Ohio Department of Transportation.

TEC will conduct manual turning movement counts during the AM, PM and Weekend Peak (6 total hours) at the following intersections:

- Kenwood Ave & Orchard Lane
- Kenwood Ave & Montgomery Road
- Montgomery Road & St. Vincent Ferrier
- Orchard Lane & Styra Lane

#### **2. Development Plan**

TEC will work with our subconsultant to determine a proposed development plan for the Township's property located along the Northside of Montgomery Road. This development plan will look at the existing and proposed zoning, as well as the adjacent properties and develop a zoning plan for the undeveloped properties.

### **3. Trip Generation & Distribution**

Based upon the development plan, TEC will utilize the ITE Trip Generation manual to determine the amount of traffic that the property is expected to generate. TEC will review the proposed land uses, as well as the existing traffic distribution and determine a distribution for the proposed generated traffic.

### **4. Analysis**

#### *Crash Analysis*

TEC will use the ODOT TIMS-GCAT system to gather 3 years of crash data (2017-2019). TEC will compile collision diagrams and crash analysis for the following locations:

- Kenwood Ave & Orchard Lane
- Kenwood Ave & Montgomery Road
- Montgomery Road & St. Vincent Ferrier
- Orchard Lane & Styra Lane

TEC will use the Highway Safety Manual methodology and ODOT's Economic Crash Analysis Tool (ECAT) to determine the expected and predicted crashes for the existing corridor conditions.

#### *Capacity Analysis*

Based on discussions with the client, TEC will review the capacity at the following intersections using the appropriate traffic modeling software (Synchro, Sidra, Vissim, TransModeler, etc):

- Kenwood Ave & Orchard Lane
- Kenwood Ave & Montgomery Road
- Montgomery Road & St. Vincent Ferrier
- Orchard Lane & Styra Lane

TEC will complete capacity analysis for the following conditions:

- 2020 Existing
- 2040 Existing – w/Development
- 2020 w/Development + Conceptual Alternatives (3 Scenarios)
- 2040 w/Development + Conceptual Alternatives (3 Scenarios)

TEC will develop 3 conceptual alternatives for the proposed conditions. These conceptual alternatives will address the safety of the intersection, the generated traffic and the potential growth in the area (capacity issues). In addition, TEC will evaluate the impact of the proposed development on the adjacent residential neighborhood and make recommendations.

### **5. Recommendations**

Based upon discussions with the Township, TEC will recommend improvements to the intersection. These will be broken into short, medium and long term recommendations. TEC will utilize the results of the crash analysis and capacity analysis to develop recommendations for the corridor. ODOT's ECAT will be used to quantify the overall crash reductions associated with any proposed countermeasures throughout the corridor. All recommendations will be compiled onto

one final drawing and a final cost estimate will be completed. TEC will also develop a cost-benefit analysis based on the recommendations.

## **6. Report Services**

All work will be summarized in a report document for submission to the Township. The report format and contents will follow ODOT Safety Study Guidelines.

## **7. Grant Application**

TEC will complete an ODOT Highway Safety Program Grant Application for the project.

## **Deliverables**

As part of the scope of services TEC Engineering, Inc. will provide the client with a preliminary report for review and potential revision to the report. Based on any comments, TEC will assemble a final report for submission.

TEC Engineering will provide up to four (4) color copies and eight (8) black and white copies of the final report for review to the reviewing party. TEC Engineering will provide one (1) revision of the final report based upon comments from the reviewing officials. Any additional modifications to the study based on subsequent reviews by the reviewing officials will be considered additional work to be billed to you on an hourly basis.

## ***Fee:***

---

Our fee for the scope listed above will be ***twenty seven thousand eight hundred forty dollars (\$27,840)***. This project will be bill on a time and expense not to exceed basis.

## ***Schedule:***

---

TEC will begin work following your notice to proceed. A preliminary copy of the study will be provided to your office for review within 60 days following your notice to proceed.

We appreciate the opportunity to provide you with this scope of work and look forward to working with you on this project. Please call me at (513) 701-9804 if you require any further information.

Sincerely,



Edward Williams, PE, PTOE, RSP  
Vice President



LANDSCAPING MAINTENANCE AGREEMENT

This Landscaping Maintenance Agreement (“Agreement”) is made this 7<sup>th</sup> day of February, 2020 between the Board of Township Trustees of Sycamore Township, Hamilton County, Ohio (The “Township”), an Ohio township, and Heitmeyer Farms Civic Association (“Heitmeyer”) and Ohio nonprofit corporation.

Whereas, the Township is the owner of two parcels of real property on the northeast and southeast corners of the intersection of Kenwood Road and Bayberry Drive consisting of Hamilton County, Ohio Auditor’s Parcel Numbers 600-0093-0019-00 and 600-0093-0278-00 (individually “Parcel 19” and Parcel 278” respectively, and collectively the (“Parcels”)); and

Whereas, Parcel 278 is subject to certain restrictions contained in a deed recorded in Book 7379, Page 1416 of the Official Records of the Hamilton County, Ohio Recorder; and

Whereas, the Parcels make up the Kenwood Road entrance to the Heitmeyer Farms Subdivision in Sycamore Township; and

Whereas, the parties wish to provide for the continuing care, maintenance, repairs and replacements of the landscaping and structures located on the Parcels;

Now Therefore, in consideration of these premises and the mutual promises contained herein, the parties agree as follows:

1. The Township shall provide for the care of the lawns by mowing, trimming, and edging the grass on the Parcels. Heitmeyer shall provide the fertilizing, seeding and reseeding, weed control, and pest control of the lawn areas on the Parcels.
2. Heitmeyer shall maintain the landscape/flower beds on the Parcels, providing mulch, any flowers, and maintaining, trimming, and replacing any shrubs and bushes on the Parcels.
3. Heitmeyer shall maintain the subdivision entry walls keeping them in a safe and visually appealing condition. Heitmeyer shall pay all costs of maintaining the lighting for the subdivision entry walls including the energy costs of providing such lighting.

RS 2-7-2020  
QS-2/7/20

4. Heitmeyer shall not construct, erect, or place any additional structures, signs, or landscaping on the Parcels without the consent of the Township.

5. Heitmeyer shall promptly pay for all materials used and services provided under the terms of this Agreement, but only for those services that Heitmeyer has contracted with a third party for, or has provided the labor and materials and shall not cause any mechanics liens to be placed upon the Parcels. If any such lien occurs, Heitmeyer shall cause its prompt removal and cancellation.

6. The parties shall cooperate to keep the parcels in first class condition and maintained to a high standard. Any tools, equipment, or supplies shall only be left on the Parcels for the length of time needed to complete the work for which they are being used. After completion of such work, those items shall be removed and the area restored as reasonably as possible to a condition as existed prior to the work.

7. Heitmeyer agrees that any contractor who provides goods, services, materials, or labor shall maintain and procure general liability insurance, workers compensation, and professional liability insurance. Heitmeyer shall indemnify and hold harmless the Township, its officials, officers, employees and agents from any and all costs, claims, litigation, demands, suits, and any other cause of action arising out of Heitmeyer's use of the Parcels under this Agreement

8. This Agreement may be terminated by either party upon thirty (30) days written notice.

Board of Township Trustees of Sycamore  
Township, Ohio

By: \_\_\_\_\_  
Greg Bickford, Administrator

Heitmeyer Farms Civic Association

By: Robert Sicking 2-7-2020

Name: Robert Sicking

Title: President

By: Ann Schrock 2/7/20

Name: Ann Schrock

Title: Officer



# VELECOR

We have prepared a quote for you

**Sycamore Township - TotalCare**

Quote # 000316  
Version 1

Prepared for:

**Sycamore Township**

Ray Warrick  
[rwarrick@sycamoretownship.org](mailto:rwarrick@sycamoretownship.org)

Prepared by:  
**Velevator Services**

Michael Brady  
[michael.brady@velevator.com](mailto:michael.brady@velevator.com)

Friday, February 28, 2020

Sycamore Township  
Ray Warrick  
8540 Kenwood Road  
Cincinnati, OH 45236  
rwarrick@sycamoretownship.org

Dear Ray,

I want to thank you for the opportunity for Velecor to provide services to Sycamore Township. We are excited that you have chosen us to be your IT partner. Attached is our contract that includes the scope of work and the Terms and Conditions (T&C). I have included two options for you to consider. Option 1 is a 1-year commit with pricing held to original contract and a 3-Year option that discounts the pricing for the life of the term. In the online view of this contract you will be able to select and option. Please let me know, if you have any questions.

**In Summary, our TotalCare agreement will include the following:**

**Support for all Office Infrastructure**

- Firewalls
- Network Switches
- Fax
- Wireless
- Printers/Scanners
- Workstations/Laptops
- Mobile Devices
- ESET (Virus Protection) for all Workstations/Laptops (Includes Deployment and Upgrades)

**Unlimited Support Hours**

- Includes building out new PCs
- Includes most project work (Upgrades to Software, Deployment of new OS on Workstations and Servers)
- Includes 24 x 365 x 7 Support

**Training and Mentoring**

- Includes Annual road-map and environment assessment meetings
- One Lunch-and-Learn or Training Session per quarter to train and educate on tools for help with productivity
- Support for IT questions on demand
- Includes Velecor providing guidance and specification for any new hardware purchases



**What is NOT included**

- Hardware purchases
- Software other than what is mentioned above
- Natural Disaster acts outside of our control (Fire, Storm, Flood)

*Michael E Brady*

Michael Brady  
President  
Velecor Services



TotalCare-1-Year Commit

Description		Recurring	Qty	Ext. Recurring
<b>TotalCare - Workstations</b> Support for all Workstations and Devices		\$54.00	32	\$1,728.00
<b>TotalCare - Server</b> Support for all Network Infrastructure Equipment including Servers, Firewall, Switches, etc.		\$299.00	8	\$2,392.00
<b>6 Hours Onsite Dedicated Support</b>		\$90.00	6	\$540.00
<b>AntiVirus - Included (\$2.50)</b>		\$0.00	35	\$0.00
<b>SpamFilter - Included (\$2.75)</b>		\$0.00	75	\$0.00

Monthly Subtotal: \$4,660.00



TotalCare-3-Year Commit Option

\* Optional

Description		Recurring	Qty	Ext. Recurring
<b>TotalCare - Workstations</b> Support for all Workstations and Devices		\$48.60	32	\$1,555.20
<b>TotalCare - Server</b> Support for all Network Infrastructure Equipment including Servers, Firewall, Switches, etc.		\$269.00	8	\$2,152.00
<b>6 Hours Onsite Dedicated Support</b>		\$90.00	6	\$540.00
<b>AntiVirus - Included (\$2.50)</b>		\$0.00	35	\$0.00
<b>SpamFilter - Included (\$2.75)</b>		\$0.00	75	\$0.00

\* Optional Monthly Subtotal: \$4,247.20

TotalBackup

Description		Recurring	Qty	Ext. Recurring
<b>TotalBackup</b> TotalBackup		\$0.50	1578	\$789.00
<b>TotalBackup Licensing</b> TotalBackup Licensing		\$45.00	8	\$360.00

Monthly Subtotal: \$1,149.00

Office 365

Description	Recurring	Qty	Ext. Recurring
<b>Office 365 Business Premium</b> Office 365 Business Premium	\$12.50	75	\$937.50



Monthly Subtotal: \$937.50

## Sycamore Township - TotalCare

**Quote Information:**

**Quote #: 000316**

Version: 1

Delivery Date: 02/28/2020

Expiration Date: 03/20/2020

**Prepared for:**

**Sycamore Township**

8540 Kenwood Road  
Cincinnati, OH 45236

Ray Warrick  
(513) 791-8447

rwarrick@sycamoretownship.org

**Prepared by:**

**Veleanor Services**

Michael Brady  
(513) 984-3900

michael.brady@velecor.com



## Monthly Expenses Summary

Description	Amount
TotalCare-1-Year Commit	\$4,660.00
TotalBackup	\$1,149.00
Office 365	\$937.50
<b>Monthly Total:</b>	<b>\$6,746.50</b>

### \*Optional Expenses

Description	Recurring
TotalCare-3-Year Commit Option	\$4,247.20
<b>Optional Subtotal:</b>	<b>\$4,247.20</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

### Veleanor Services

Signature:

*Michael E Brady*

Name:

Michael Brady

Title:

President

Date:

02/28/2020

### Sycamore Township

Signature:

Name:

Ray Warrick

Date:

# TotalCare Agreement

***Veलेcor, LLC's TotalCare offers stability and reliability of your organization's technology investment. Allow us the opportunity to continue to provide outstanding service.***

**Thank you again for your consideration.**

TotalCare Agreement ("Agreement") made between Veलेcor ("VELECOR"), and the Customer stated on the Agreement ("Customer").

Terms and Conditions: All Terms and Conditions listed in Terms and Conditions (T&C) listed below and are herein incorporated into this Agreement.

## **What this service covers and includes**

**Site Survey:** At the initiation of services, VELECOR will dispatch one or more engineers or technicians to document the current configuration of the network, current support contracts with technology related vendors including contact and support information. This process allows the VELECOR Support Team to understand Customer's environment and to quickly diagnose problems.

**Vendor Liaison:** VELECOR will act as Customer's duly appointed representative and advocate. VELECOR Support Team will diagnose problems and dispatch or contact third parties such as Internet providers, Hardware manufacturers, etc... when deemed necessary. VELECOR Support Team is not intended to replace third party application support.

**Best Interest:** In the event of a failure or problem, remedial activities (up to the contracted specified level) may commence prior to notifying Customer of the problem. This will allow the VELECOR Support Team the ability to begin problem resolution, open trouble tickets with other vendors, or dispatch engineers and technicians with replacement parts when deemed necessary. In doing so, VELECOR is acting in Customer's best interest to resolve the issue as quickly as possible.

**Every Effort:** Customer's end users will make every effort to resolve problems with the VELECOR Support Team via remote access, telephone, or email, prior to VELECOR dispatching on-site support.

**Administrative Access:** It is preferable and in the case of TotalCare, mandatory that VELECOR maintain and control administrative access to Customer's network and be responsible for providing all other third parties with needed or requested access. This includes Customer's internal I.T. Designee.



Approval of Hardware and Software: To ensure compatibility, proper budgetary planning, and ease of support, Customer will allow VELECOR, at a minimum, to approve all technology related purchases that can affect performance of Customer's network or availability of support.

Covered Items (service availability)	Real Time Monitoring	Proactive Maintenance	Unlimited Support	Description
Windows Server(s)	Yes	Yes	Yes	
Backup Solution	Yes	Yes	Yes	Backup Exec Software or Device
Firewall	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Router	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Switch	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Wireless Access Point(s)	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Network or Shared Printers	Yes	Yes	Yes	Real Time Monitor If Technically Possible
Website Availability	Yes	-	-	Availability ONLY
Internet Availability	Yes	-	-	Availability ONLY
Exchange Server(s)	Yes	Yes	Yes	Services
SQL Server(s)	Yes	Yes	Yes	Services
Anti-Virus Software	Yes	Yes	Yes	Real Time Monitor If Technically Possible
PCs – Office Use	N/A	N/A	Yes	Includes Spyware/Virus removal
Mobile Devices	-	-	Yes	

### Services Definition

TotalCare is Velecor's fixed cost, flat fee service offering our clients an all-inclusive turnkey Managed Service solution. Managed Services has become commonplace and is offered by virtually every IT support provider in the industry. Not so common is Velecor's client-centric, transparent pricing strategy designed to eliminate confusion and management's budgetary concerns.

Velecor's TotalCare allows us to directly align our service offerings with our clients' specific needs and budgetary considerations. Our unique pricing model for TotalCare promotes an equitable value exchange with our client partners. The monthly fee covers ALL associated service costs based on an agreed upon and highly detailed scope of services. This all-inclusive pricing structure gives our clients the confidence of both operational efficiency and predictive budgetary control.

VELECOR is pleased to offer a complete package of services for Customer. While several components are combined with TotalCare, several services are exclusively offered with the package. In addition to bonus services included with TotalCare, an overall discount is built in to the

package.

TotalCare is designed to thoroughly handle all of Customer’s technology related needs. VELECOR looks forward to a long-term relationship with these customers.

As a TotalCare client, all Physical and Virtual server(s) and related equipment such as Switch(s), Router(s), Firewall(s), and UPS are considered covered items.

### What this service covers (In Scope)

- Real Time Monitoring 24x7 Service of all technologically possible covered items
- Proactive Maintenance of all covered items
- Unlimited Support & Administration of all covered items
- Help Desk for all Customer’s staff support issues
- Outsourced I.T. Department (exclusive to TotalCare clients)
- All travel to and from Customer primary location (no travel fees)

### What this service does not Cover (Out of Scope)

- Major upgrades and network modifications as notified by Velecor
- Issues that arise by negligence on behalf of Customer
- Unlicensed software
- Problems due to act of God, terrorism, sabotage, malicious intent of Customer or any staff members, or items generally out of our control.
- 3<sup>rd</sup> Party Vendors that interfere with configuration or infrastructure

### Pricing

Pricing is as simple as the concept of including absolutely everything. Pricing is based on the devices used by personnel within the organization. We do not charge separately for firewalls, routers, mobile devices, etc. All prices are per month.

Workstations (Desktops/Laptops): \$59.00 (\$54.00 per Zak) - Servers: \$299.00

- Sycamore Township:
- 3 servers, 60 workstations

TotalCare includes four hours per week. We discussed ten hours per week. Here is a breakdown for the hours available. Please note, with TotalCare, you no longer need to buy **Antivirus** or **Spam Filter** separately.

Estimated savings: \$2,000+ annually.

Onsite Hours Per Week	TotalCare/Month	TotalCare/Year
4	\$4,137.00	\$49,644.00
6	\$4,310.33	\$51,724.00
8	\$4,573.67	\$54,844.00
10	\$4,677.00	\$56,124.00

\*Pricing assumes ISA/router/firewall server replaced with appliance based firewall

The only way the price goes up is if you need additional scheduled weekly onsite hours or add new devices which makes budgeting easy. Unscheduled additional hours are included in this contract.

## Service Level Agreement (SLA)

DESCRIPTION	STATUS	SLA (RESPONSE TIME)
BUSINESS HOURS	Critical	1 Hour
	High	2 Hours
	Medium	Next Business Day
AFTER HOURS	Critical	1 Hour
	High	Start of Business Day
	Medium	Next Business Day

Critical	System Down, High Impact to Users, No Work Around
High	System Up, Some Impact to Users, Workaround Exists
Medium	System Up, Impact limited to small number of Users

Customer must follow Emergency contact procedures

INCLUDED: Support for Normal Business Hours - Monday through Friday, 8:00 AM to 6:00 PM EST, non-holiday.

### WORK ORDER/TROUBLE TICKETING SYSTEM

- We use ConnectWise (<http://www.connectwise.com/>) a cloud-based product for Managed Service Providers
- Provides Web Portal for Clients to review tickets
- Drives billing process

### AVAILABILITY OF KEY STAFF

- Call Center 24/7 x 365
- All staff are equipped with a company phone unlimited minutes and data plan
- During Business Hours they can be reached by calling the Call Center and having them paged out.
- After hours technicians are available as the call center text and/or call them for Critical outages
- Two technicians assigned to the account so there is always coverage of a knowledgeable technician as needed

## AVERAGE RESPONSE TIME FOR AFTER HOURS ISSUES

- Immediate response from Call Center manned 24/7 x 365
- Average Response from Technician is 22.4 Minutes today across all customers
- The Township will be given our technicians cell number and able to call them directly in situations where response time is immediate.

## DOWNTIME FOR ROUTINE MAINTENANCE

- Any interruption will be approved by Key staff at Sycamore Township
- Our Communication would be via Email and Phone call to key leaders
- Planned outages would provide notice five days in advance
- Unplanned outages Velecor would provide immediate notice to key leaders
- Communication will be with Department Leads who will contact each of their respective departments.

## DISASTER RECOVERY

**Backup and Disaster Recovery:** We ensure that backups are functioning properly for data recovery as needed. Maintain a disaster recovery plan and provide redundancies where possible for client systems.

## SECURITY

VELECOR takes client data security very seriously. We work with numerous local governments, the Fusion Center which has a collaborative partnership with DHS, as well as healthcare clients so we are versed with maintaining the integrity and security of data related to HIPAA, PCI, and other compliance requirements.

Backup and Disaster Recovery: We ensure that backups are functioning properly for data recovery as needed. Maintain a disaster recovery plan and provide redundancies where possible for client systems.

Access Control: We take a minimum access approach whereby access to client networks is lockdown with no inbound connectivity permitted except that which is required for operations. Patching to ensure exposed systems do not have known vulnerabilities exposed. Permissions to server data is handled with the same minimum access approach restricting data access to only those approved personnel. Encryption at rest storage solutions are available for data security.

### Device management:

Using device management software machines can be tracked, managed, and wiped. Encryption options are available when needed and device management solutions for mobile devices can be deployed. USB security options available. Device segmentation between BYOD and City owned devices.

### Authentication and identification:

Password policies, two-factor authentication where appropriate, and application specific security options

Audit and training: Periodic auditing and advised training options to instruct users on having a security mindset when communicating with a third-party person, website, or email.

All VELECOR staff have passed a background check prior to employment. The township is welcome to perform their own additional checks on VELECOR staff.

VELECOR requires all staff to abide by security and acceptable use policies for telephone, computer, social media, mobile devices, computer,

fax, and internet.

Security is constantly evolving, and we strive to stay on top of the latest trends to offer options to our clients to help secure their data and provide responsive in the event of a breach.

## MONITORING

VELECOR utilizes multiple remote monitoring solutions to manage and maintain computing environments. We deploy multiple agents to each workstation, laptop, and server to provide redundant connectivity options and management capabilities. In addition to deployed agents we monitor devices from centralized monitoring systems from our data center and from within the client network. This additional monitoring gives access to greater visibility through traffic trending and health information on network devices.

Monitoring results can be supplied on demand, and provided during the Quarterly Business Review by the Account Manager, or a representative of the Township can be given a login to some of these systems to view data at their convenience.

## DOCUMENTATION AND RECORDS

VELECOR always strives to have multiple technicians with in-depth knowledge of the City environment and beyond the onsite team our service desk needs to be able to assist remotely. To accomplish this, documentation is considered a key component. We utilize a documentation solution where data is encrypted, and access is fully audited, historical records are retained, and access is restricted with two-factor authentication using 2FA software loaded on company owned phones. Documentation of the City environment would be made available and the end of contract to aide with transition.

Changes to systems are logged by technicians via ticketing system. When applicable a baseline performance analysis is performed to compare with results post-change.

Staff attend a mandatory weekly meeting where new developments at managed clients are discussed to ensure the entire VELECOR team is aware of changes to the environment.

## Terms and Conditions

The following terms and conditions are incorporated into the TotalCare Agreement ("Agreement") made between Velecor, LLC ("VELECOR"), and the Customer stated on the Agreement ("Customer"). These terms and conditions cover only the equipment, users and resources listed in the Agreement at the locations stated in the Agreement ("Customer's location") for the period stated in the Agreement. By reference, all additional terms and conditions contained in Appendix A to this agreement are incorporated and made part of this Agreement.

**SCOPE OF SERVICES:** VELECOR agrees to provide the comprehensive support services stated in this Agreement for the listed services at the Customer's location. Service under this Agreement includes onsite, remote on-line, and telephone support services and support. VELECOR does not warrant that the operation of any listed equipment shall be uninterrupted. Detailed description of services, deliverables and service levels are provided in the Agreement. Hardware, software, and licensing purchases are not included in this Agreement.

**SERVICE TIMES:** Business Hours are defined in the TotalCare Agreement.

**PAYMENT TERMS:** Payment is to be made according to the terms stated in the contract/proposal. If any amount owed under this Agreement is not paid when due, VELECOR may add a service charge of 1-1/2% per month on unpaid amounts. VELECOR reserves the right to discontinue service if account is not current.

**ACCESS:** Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VELECOR access to the Customer's network via that Internet connection. Customer agrees to allow VELECOR employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VELECOR access to the covered equipment. Customer agrees to allow VELECOR to load any necessary management software on their systems. Customer agrees to furnish VELECOR with Administrator-level password access for all covered equipment and servers, where necessary. VELECOR agrees not to prevent Customer from accessing any equipment owned by the Customer.

**EXCUSABLE DELAYS:** VELECOR shall not be liable for delays in performance due to fire, flood, acts of terrorism, acts of civil or military authority, inability to obtain or delays in obtaining suitable material or facilities required for performance, or temporary unavailability of qualified personnel, or other causes beyond its reasonable control or failure by Customer to provide full and appropriate access to the covered equipment.

**EXCLUSIONS:** This Agreement is subject to the following exclusions:  
None

**SOFTWARE LICENSE:** Customer retains ownership of all licenses of software deployed at Customer site that Customer has directly purchased. VELECOR retains ownership of all licenses of software deployed at Customer site that is inherent in providing services under this Agreement. For testing and development purposes, VELECOR may utilize Customer's software licenses for the purposes of providing services to the Customer. At termination of contract, all software owned by Customer and utilized by VELECOR will be surrendered to Customer, and any and all uses of that software by VELECOR discontinued. No license for use of the software by VELECOR is granted under this contract. VELECOR will not be held liable for copyright or licensing infringement should customer engage in such activity whether prior to or after engaging the services of VELECOR. License auditing services are available but are not included in this Agreement. VELECOR will use software licenses provided by the Customer for all software obtained by sources other than VELECOR and it is the responsibility of the Customer to ensure that these software products are properly licensed. VELECOR will retain a copy of all licenses purchased through VELECOR.

**EQUIPMENT OWNERSHIP:** Customer retains ownership of all equipment deployed at Customer site that Customer has directly purchased. VELECOR retains ownership of all hardware deployed at Customer site that is inherent in providing services under this Agreement and that which is provided for Customer's use within this Agreement. For testing and development purposes, VELECOR may utilize Customer's hardware for the purposes of providing services to the Customer. At termination of contract, all hardware owned by Customer and utilized by VELECOR will be surrendered to Customer, and any and all use of that hardware by VELECOR discontinued.

**RISK OF LOSS:** Title and risk of loss to the product shall pass to Customer on the date of delivery to Customer, for Customer-installed products, or upon completion of installation for products installed by VELECOR.

**FACILITY CONDITION:** Customer shall provide a clean operating environment which does not exceed the manufacturer's rated temperature and humidity specifications for the equipment. Customer shall notify VELECOR promptly when the listed equipment requires support service. If Customer changes the configuration of any listed equipment, VELECOR may adjust the charge under this Agreement, or at VELECOR's option, exclude that equipment from the scope of this Agreement and prorate the charges accordingly.

**TIME AND MATERIAL BILLING:** Materials will be billed as needed. All materials must be approved by Customer prior to purchase.

**SOFTWARE AND OPERATING SYSTEM ERRORS:** This Agreement is limited to the services identified in the TotalCare Quote #000316 contained in pages 1 to 4 of this document and further defined in this Agreement. It is the responsibility of VELECOR to ensure that all of Customer's files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VELECOR liable for defects or "bugs" in software it has not provided or recommended to Customer, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data resulting from such hardware failure. Any technical support required to restore data integrity or to make the system function resulting from defects or bugs in software not provided or recommended by VELECOR, or hardware failure, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O/S or Software, re-indexing databases, will be billed separately on a time and materials basis, unless covered under "Business Disruption Avoidance & Disaster Planning & Preparation."

**LIMITATION OF LIABILITY:** VELECOR shall in no event have any liability for any special, incidental, or consequential damages including but not limited to, loss of profits or revenue, loss of use of equipment, lost data, down-time, or claims of Customer for such damages, whether the claims be in contract, tort, strict liability, negligence, indemnification or otherwise, even if VELECOR had been advised of such potential damages.

With respect to "Offsite Backup" Services, VELECOR will in no way be held responsible for data integrity or availability. "Offsite Backup" Services are resold and provided by third party vendor(s). VELECOR may or may not hold warranties with said vendor(s). Upon request from Customer, VELECO will provide any warranties and known information about the vendor in use for that Customer.

With respect to "Proactive Maintenance" Services, customer acknowledges that there is no such thing as a totally secure, impenetrable network, but that VELECOR's "Proactive Maintenance" services (according to specific service(s) contracted for) provides a reasonable level of proactive protection as well as ongoing security monitoring and reporting. VELECOR will in no way be held responsible and/or liable for damages, monetary or otherwise, by Customer, or any other affected party, in the event of a security breach or network security related outages, damages, losses, etc.

**WARRANTY DISCLAIMER:** THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY FOR A PARTICULAR PURPOSE, RESPECTING SERVICES PERFORMED OR EQUIPMENT AND MATERIALS FURNISHED UNDER THIS AGREEMENT. In all events not provided for in this Agreement and where permitted by law, VELECOR's liability (regardless of the form of action) will be limited to Customer's direct damages. VELECOR's entire liability and Customer's exclusive remedies for VELECOR's liability of any kind (including liability for negligence) for performance, nonperformance or delays in performance by VELECOR under this Agreement are limited to those contained in this Agreement where permitted by law. Under "Service Level & Warranty" services, certain operability outlined in Appendix A will be remedied by VELECOR at no additional cost to Customer according to provisions also set forth in Appendix A.

**APPLICABLE LAW:** This Agreement shall be governed by and construed according to the laws of the State of Ohio. Parties agree to submit to venue in the courts of Hamilton County, OH. In the event of dispute arising out of terms and conditions of this Agreement or in delivery of services, both parties agree to submit such dispute to independent arbitrator for binding arbitration, and to accept the findings of the arbitrator as final.

**MODIFICATION OR AMENDMENT:** No modification or addition to any provision of this Agreement shall be binding on either party unless in writing or signed by a duly authorized representative of each party.

**ASSIGNABILITY:** This Agreement is not assignable by Customer except upon the written consent of VELECOR, which shall be at VELECOR's sole option. This Agreement or any portion thereof is assignable by VELECOR with Customer written consent

**ENTIRE AGREEMENT; SEVERABILITY:** If any one or more of the provisions of this Agreement are determined to be unenforceable, in whole or in part, for any reason, the remaining provisions shall remain fully operative. This Agreement, the TotalCare Quote #000316 contained in pages 1 to 4 of this document, and the Terms and Conditions, constitute the entire understanding and agreement of VELECOR and Customer. No representations, inducements, promises, negotiations, or agreements, oral or otherwise, which are not contained herein, shall be of any force or effect.

**CONTRACT RENEWAL:** The Township may renew this Agreement for a term equal to the original term at the then current rate charged by VELECOR, which in no event shall be greater than 10 percent higher than the amount charged hereunder, by providing written notice to VELECOR 20 days prior to the expiration date.

**TERMINATION OF AGREEMENT:** Either party may terminate this Agreement at any time, with or without cause, by providing the other party 90 days advanced written notice. Upon termination, Customer agrees to pay in full all monies due for services delivered through the effective date of termination.

?

VELECOR may terminate this Agreement accepted hereunder and Customer shall be in default of this Agreement if Customer fails to pay any charge when due or fails to perform or observe any other term or condition of this Agreement and such failure continue without remedy for thirty (30) days after Customer's receipt of notice thereof from VELECOR. In the event of such termination by VELECOR, Customer agrees to pay in full all monies due for services delivered through the effective date of cancellation, plus any discounts taken by virtue of the Agreement term plus applicable termination charges.

Upon termination of this Agreement hereunder, Customer will return to VELECOR any products provided under this Agreement to VELECOR. VELECOR shall not be obligated to restore the premises to their original condition, if Customer does not return the products or make them available for removal by VELECOR, then in addition to all other remedies at law or equity available to VELECOR all obligations of Customer under this Agreement shall remain in force and effect until the products are returned to VELECOR.

**CONFIDENTIALITY, PUBLICATION AND NON-COMPETE:** VELECOR and the Customer agree that any and all information identified by the other as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Upon the expiration of the term of this Agreement, VELECOR shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VELECOR nor Customer shall not, directly or indirectly, solicit, recruit or hire any Customer or VELECOR personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement.

The provisions of this Section shall survive the termination or expiration of the Agreement.

It shall not be a violation of this Item for the Customer to release and comply with any provision of ORC 149.43 or any related statutes commonly known as the Ohio Public Records Laws.



## SMALL/MICRO CELL SITE DESIGN GUIDELINES

SYCAMORE TOWNSHIP, HAMILTON COUNTY, OHIO

February 20, 2020

Sycamore Township recognizes the need for wireless communications and the importance of such technology in our community. However, as stewards of the public trust, we must ensure that the deployment of such infrastructure in the public rights-of-way shall not be at the detriment of neighboring property owners and overall community goals.

Thus, considering actions taken and contemplated by the Federal Communications Commission, Ohio State Legislature, and regulations of other communities in our state, design guidelines and policies have been developed. These apply to new telecommunications equipment, not greater than forty feet (40') in height, which are proposed for county, township or State of Ohio right-of-ways in Sycamore Township. These standards, which provide guidance to potential providers, other government agencies working with such equipment, and our residents and businesses, are as follows:

- Any such application shall require a permit and be assessed a permit fee by Sycamore Township and must be in an area approved by Sycamore Township, Hamilton County or approved by the State of Ohio, if located within their respective rights of way. This shall then entail a permit review fee of one thousand five hundred dollars (\$1500) and an additional one hundred dollars (\$100) per pole installation.
- Above ground equipment shall only be located within one hundred feet (100') of an existing overhead utility line.
- If the above ground equipment is proposed within right of way that has no existing overhead utility lines, all proposed utility lines to the proposed above ground equipment must be constructed underground. For example, underground utility corridors will require all utilities to be constructed underground.
- The preferred locations shall be along Principal Arterials, Minor Arterials and Major Collector Roads, as defined by the Hamilton County Thoroughfare Plan, and shall not be located in residentially zoned areas.
- Equipment shall be located on existing utility poles where practical. If a new utility pole is required, it should to the extent reasonably practicable be located on the same side of the road as existing utility poles, and not closer than one thousand feet (1,000') to another utility pole that was constructed for the purpose of telecommunications equipment. If the new utility pole is required on the opposite side of the road as the existing utility poles, but there are no other overhead wires crossing the road within 200' of the proposed pole location, the crossover wires related to the Accessory Telecommunications shall be located underground. If the requirements of this paragraph are determined not to be practical, documentation shall be provided with the reasons stated.

- If a new utility pole is required, it shall be designed to accommodate the primary user's antenna and a comparable antenna for at least one additional user. Design approval must be obtained from the local jurisdiction and the material and/or color of the pole shall be compatible with other poles existing, or planned, for the roadway.
- Any ground mounted equipment shall be completely screened with landscaping providing year-round screening, based on the applicable rights-of-way standards, and subject to design approval by Sycamore Township, Hamilton County Engineers Office, or Ohio Department of Transportation. If required landscaping cannot be installed, then the equipment shall be underground. Maintenance of all landscaping shall be the responsibility of the utility provider. Accessory Telecommunications and associated landscaping shall not obstruct adequate sight distance at intersections.
- Lighting shall not be permitted on Accessory Telecommunications, unless it is integrated as a light pole that matches other light poles in the vicinity.
- The owner/agent/controlling party for the utility pole shall provide Sycamore Township with contact information (owner name, contact person, phone number, email address, etc.) of the individual responsible for its maintenance and leasing. Contact information shall be submitted along with permit payments.

#### AESTHETIC DESIGN STANDARDS

1. The following design standards are created as a result of a Federal Communications Commission Declaratory Ruling and Third report and Order, FCC 18-33, WT Docket Nos. 17-79 and 17-84 pertaining to Small Scale Wireless Antenna Deployment. However, to the extent that they are the same or similar to placement of other facilities in or upon the public rights-of-way, public sidewalks, public ways, or public utility easements, they shall apply equally to other facilities. To achieve that end, the Township will not discriminate against wireless facilities, including small-scale wireless facilities, within the meaning of the

telecommunications laws. However, due to the existing beauty and high level of aesthetic awareness of the Township, the Township demands a high standard of aesthetic awareness and compliance for all facilities, especially those that are in full or in part above-ground or that can be seen from above the ground.

2. These standards may also be applied as guidelines to any real or personal Township-owned or controlled property including Township parks, buildings, fixtures, poles, conduits, facilities or other structures or improvements, regardless of whether they are situated in the public rights-of-way, Township-owned public sidewalks and ways, and Township-owned public utility easements.

3. For purposes of these standards the term "facility" or "facilities" will be used to describe all types of placements, including without limitation: wireless facilities, cables, antennas, conduit, rods, electrical transformers, electrical boxes, cable boxes, pull boxes telephone and utility poles, water connections, sewer connections, gas lines, and other similar structures. It is recognized that many of the "facilities" are governed by other laws and regulations, by franchise or other agreements, or other permits.

4. If there is a lawful state or federal mandate or preemption, the mandate or preemption shall apply and the application shall be processed accordingly, but only to the extent of the mandate or preemption. Otherwise, applications shall conform to the standards set out in the Right-of-Way Ordinance and Construction Standards Handbook, as amended. Rules and Regulations of the Office of the County Engineer Governing Driveway Regulations and Pavement and/or Right-Of-Way Opening Provisions for the Unincorporated Area of Hamilton County

5. Compliance with Aesthetic Standards. Applications for a Right-of-Way Permit must demonstrate compliance with the following:

- a. Aesthetic standards contained in the Township's Comprehensive Plan,
- b. Aesthetic standards applicable to the zoning district in which the permit is being sought, and
- c. Aesthetic Design Standards as supplemented herein.
- d. Aesthetic Design Standards utilized by Sycamore Township for existing Right-of-way projects in the immediate and surrounding areas

If compliance with these standards cannot be achieved or are believed by the applicant to be irrelevant, infeasible, not a best practice, or unlawful, the reasons shall be stated in the application or a response to staff request.

Specific:

1. Insurance bond. The Township requires an application, proof of insurance, and a bond or bonds for performance as provided in this Handbook. A maintenance bond may shall be required to ensure removal or repair of a structure or facility. A performance bond as well to ensure restoration of disturbed areas are completed after the construction of facilities.

2. Underground. To the extent feasible, and allowed by law, facilities or the equipment portions of facilities must be placed underground. Facilities or portions of facilities that are above ground or that can be seen from above ground must be installed and maintained in a first-class manner.

3. Avoidance of multiple facilities; coordination. Where the same or similar, service is being provided, applicants must avoid proposing additional facilities if feasible. This includes collocation, sharing of equipment, lines, cables/conduits and their pathways and common or joint trenches; and coordination of installation and maintenance unless infeasible. Seeking competitive advantage alone does not make collocation or sharing of facilities infeasible. This does not permit the Township to provide, or the Applicant to receive, exclusive use of the right-of-way.

4. Avoidance of view of equipment. Where feasible, equipment such as antenna boxes, electrical boxes, pull boxes, cables, grounding rods, water and sewer connections and equipment must be placed underground. If not feasible they must be buffered, such as with vegetation such as bushes or flowers, or an aesthetically pleasing non-advertisement paint or wrap. Wires, cables and equipment to be collocated on a utility pole must be inside the pole or covered with a shroud. No exposed wires or cables are permitted.

5. Avoidance of bulkiness or clutter. To the extent feasible, the equipment portion of a facility must be no larger than is necessary for the proper functioning of the facility. The Township reserves the right to

require replacement or removal of facilities or portions of facilities where fewer or smaller facilities or portions become feasible or where a facility is abandoned. An example would be advancing technology that allows for fewer or smaller facilities or portions of facilities.

6. Avoidance of placement in front of structures. Poles, pipes, conduit, and related equipment must not be placed on the front, or principal facade, of a structure unless it is demonstrated that there is no other feasible location.

7. Boring under rights-of-way and sidewalks. Boring of multiple lines under rights-of-way and sidewalks is not permitted where conduit or lines can run parallel and one line or conduit be placed. The application must show the proposed route.

Where the directional bore crosses over/under a storm sewer, the permit holder must submit a pre and post construction video recording of the storm sewer verifying that the system was not penetrated or damaged by the directional bore and/or conduit. The video's must be submitted (2) two weeks prior to and after work is completed or the permit will be REVOKED and NO other permit(s) will be issued. If video verifies that damage occurred, the Permit holder will be responsible to make any necessary repairs, as directed by the Township, within (4) four weeks of being notified.

ALL storm sewer crossovers that fall under the requirements of video recording shall be labeled as such on the submitted permit plan sheets.

8. High level of maintenance. The facility must be properly installed and maintained in working condition. It must be highly polished, painted, and clean. It must blend in with the surrounding background and must be compatible with other facilities including Township facilities and other structures. The Township reserves the right to require, by bond, agreement, or other means, the proper ongoing maintenance, and the removal of the facility or portion that does not meet this standard.

9. Non-removal of Trees; damage to vegetation. Where removal of trees or damage to trees or other vegetation is proposed, the application must be accompanied by a landscape restoration plan and must comply with the Township's landscaping regulations.

10. Historic Preservation. The Township retains its authority to enforce historic preservation regulations. Communications facilities shall not be permitted to be collocated on or to interfere with the aesthetics of historic property, unless waived by the Township.

11. Township's Use of Right-of-Way. A facility must not interfere with the Township's use of the right-of-way, public sidewalk, public way, or public utility easement. To the extent not prohibited by law, regulation, or agreement, the Township retains the right to require relocation of a facility, (temporarily or permanently), or removal and replacement at the applicant's cost. In such case the Township will provide, or attempt in good faith to provide, a suitable alternative location:

12. Applicants must not place or maintain signage on facilities, including small wireless facilities or utility poles unless otherwise required by lawful federal or state law or regulations.

13. Applicants must not have any type of lighted signal, lights, or illuminations unless required by federal or state law or regulations or Township codes.

14. Waivers. Waivers can be given where it is clearly demonstrated that strict compliance with these standards or the standards in the Right-of-Way Ordinance/Handbook Rules and Regulations of the Office of the County Engineer Governing Driveway Regulations and Pavement and/or Right-Of-Way Opening Provisions for the Unincorporated Area of Hamilton County cannot be met due to infeasibility or to existence of overriding state or federal law or regulations.

15. New Technology. The Township will embrace amendments that reduce the incursion into aesthetics that may occur due to new technological advances.

16. Obsolete or abandoned equipment must be removed.

17. Status of the facility must be periodically reported to the Township.

18. Decorative Light Pole or Utility Pole Requirements. In addition to the requirements of the ODOT C&MS 625 and 725, light poles or utility poles installed shall be as follows:

Decorative Light Poles shall be aluminum and have a min height of twenty-seven feet (27'). Decorative light poles shall include a 120V duplex receptacle with weatherproof while-in-use cover at a mounting height of twelve feet (12').

Decorative pole base covers shall be aluminum and shall be Philips Lumec R92 decorative base cover or Nova Pole Corona style base cover or approved equal.

The pole shaft and decorative base shall have a finish per the manufacturer's specifications. The finish color shall be a Dark Green approximating Federal Color: 14056 (GN8TX). All visible mounting hardware shall also have a Dark Green color finish approximating Federal Color: 14056 (GN8TX).

19. Inspection. Inspection, Contact the Township Inspector at (513) 791-8447, 48 hours prior to commencement of any type of work.

20. Restoration. Final Restoration within the right of way is to be completed within (4) four weeks after permit work is completed. Temporary Restoration is to be completed as soon as the repair work allows.

Severability Clause. In the event any provision or part of this Policy is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.