

CITY OF WOOSTER, OHIO  
SMALL CELL FACILITY DESIGN GUIDELINES

Adopted August 1, 2018

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## **SECTION 1: PERMIT APPLICATION AND REVIEW**

### **Definitions**

**APPLICANT.** Any natural person, corporation, partnership, or organization that has applied for a Utility Work in the Right-of-Way Permit through the City of Wooster Engineering Division.

**CLEAR ZONE.** The unobstructed, traversable area provided beyond the edge of the through traveled way for the recovery of errant vehicles. The clear zone includes shoulders, bike lanes, or auxiliary lanes, except those auxiliary lanes that function like through lanes.

**PERMITTEE.** Any natural person, corporation, partnership, or organization that has been issued a Utility Work in the Right-of-Way Permit by the City of Wooster Engineering Division.

**RIGHT-OF-WAY.** Has the same meaning as “public way” in Ohio Revised Code Chapter 4939.

**UTILITY WORK IN THE RIGHT-OF-WAY PERMIT.** The City of Wooster’s “work permit” as defined in Ohio Revised Code §4939.01, that is issued by the City of Wooster Engineering Division.

Definitions in Ohio Revised Code §4939.01 shall apply to these Design Guidelines.

Words not defined in this section or in Ohio Revised Code §4939.01 shall be given their common and ordinary meaning.

### **Permit Application Process**

Unless specifically exempt by federal and/or state law, all work within the right-of-way requires a City of Wooster Engineering Division Utility Work in the Right-of-Way Permit. The permitting process is done through the City’s Viewpoint online permitting system, which is accessible at the following link:

<https://woosteroh.viewpointcloud.com/>

### **Permit Application Components**

The following items are required for a complete permit application:

1. Aerial map showing the location of the existing wireless support structure to which the small cell facility will be attached or the location of the proposed new wireless support structure.

2. Street view image or photographs showing both the existing site conditions and the proposed site conditions following the installation of the small cell facilities that are proposed as part of the application.
3. Scaled plans or drawings, prepared by a professional engineer licensed in the State of Ohio, showing:
  - a. That the height of a new wireless support structure or increase in height of an existing wireless support structure complies with these Design Guidelines as follows:
    - i. New wireless support structure: the overall height of the wireless support structure and small cell facility, including shrouding and concealment.
    - ii. Existing wireless support structure: the increase in height due to the collocated antenna, including shrouding and concealment.
  - b. The height from the base of the wireless support structure to the lowest point of all proposed small cell facility equipment to be installed on the structure.
  - c. The distance from the outer edge of the wireless support structure parallel to the outer edge of all equipment associated with the small cell facility to be installed on the structure.
4. Plans, drawings, or other analyses, prepared by a professional engineer licensed in the State of Ohio, that demonstrate that he/she has evaluated the existing wireless support structure for structural stability to determine whether the structure can carry the proposed small cell facility and can bear the wind load without modification or whether installation of the small cell facility will require modifications or replacement of the existing wireless support structure. If modifications are necessary, drawings and specifications, prepared by a professional engineer licensed in the State of Ohio shall be submitted. Any modification to or replacement of City-owned wireless support structures shall be approved by the City, not compromise the City's purpose for and use of the wireless support structure, match the character of the existing wireless support structure to blend into the surrounding environment and not be visually obtrusive, and be done at the sole expense of the Operator.
5. Scaled construction plans that show the right-of-way lines, property lines, proposed utilities (above and below grade), and existing curbs, driveways, sidewalks, streets, paths, buildings, and structures. Any conflicts with existing infrastructure shall be noted, along with a description of how the conflicts will be resolved.
6. Scaled and dimensioned details of proposed small cell facilities, including elevations/profiles, plans and sections, clearly indicating the following:
  - a. Height, width, depth, and volume (in cubic feet) of all proposed antenna and exposed elements and/or proposed antenna enclosures.
  - b. Height, width, depth, and volume of all other wireless equipment associated with the facility, with all 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 (clearly labeled).

- c. Method of installation/connection.
  - d. Color specifications for all wireless support structures and associated exposed equipment, cabinets, and concealment elements (colors to be selected by the City Engineer).
  - e. Electrical plans and wiring diagrams.
  - f. Footing and foundation drawings and structural analysis, sealed and signed by a professional engineer licensed in the State of Ohio.
7. Manufacturer's specification sheets for all small cell facility equipment proposed, including wireless support structures, equipment cabinets, shrouds or concealment devices, antennas, meters, radios, switches, telecommunications demarcation boxes, and grounding equipment.
  8. For removal of wireless support structures or ground-mounted equipment, a scaled drawing that shows the item(s) being removed and the details of restoration to be completed. Restoration shall be completed in accordance with the applicable City of Wooster Engineering Construction Standards and shall restore the site to pre-construction conditions.
  9. Letter stating that the Operator has performed an analysis to verify that the small cell facility will not cause any interference with City public safety radios, traffic signal light system, or other communications equipment. It shall be the responsibility of the Operator to evaluate the compatibility between the existing City infrastructure and the Operator's proposed infrastructure.
  10. A traffic control plan, in accordance with the requirements of the *Ohio Manual of Uniform Traffic Control Devices*, if the proposed work to install the small cell facility will affect vehicular or pedestrian traffic.

For small cell facilities that involve wireline and/or backhaul facilities, a separate City of Wooster Engineering Division Utility Work in the Right-of-Way Permit for the wireline and/or backhaul facilities is required.

### **Review Process**

All permit applications will be reviewed for completeness. Applicants will be notified of incomplete applications along with a listing of deficiencies in the application. For incomplete applications, the applicant shall provide a supplemental submission to address the permit application deficiencies. Once the application is considered complete, it will be classified as the appropriate type of request as shown in Table 1.

**TABLE 1. APPLICATION REQUEST TYPES**

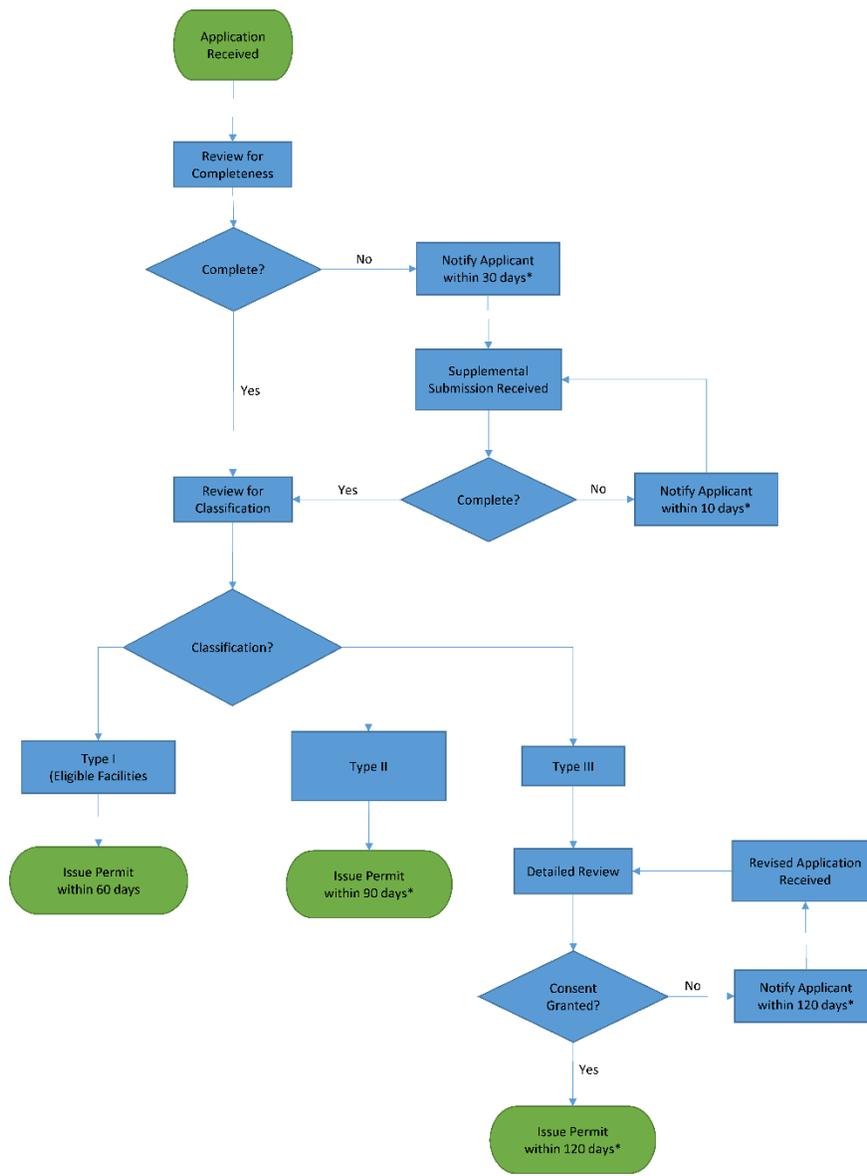
| <b>Type</b>                 | <b>Applies to:</b> |   | <b>Defined in:</b> | <b>Consent Required?<sup>1</sup></b> | <b>Permit Required?<sup>2</sup></b> | <b>Maximum Review Period<sup>3</sup></b> | <b>Description</b>   |
|-----------------------------|--------------------|---|--------------------|--------------------------------------|-------------------------------------|--|--|
| Eligible Facilities Request | New, Existing      | Wireless Support Structures, Transmission Equipment | 47 CFR 1.40001     | No                                   | Yes                                 | 60 days                                  | Modification of an existing tower or base station that does not substantially change the physical dimensions of the tower or base station, involving one or more of the following:<br>1) Collocation of new transmission equipment<br>2) Removal of transmission equipment<br>3) Replacement of transmission equipment |
| Type I                      | Existing           | Wireless Facilities                                 | ORC 4939.0311.A    | No                                   | Yes                                 | 60 days                                  | 1) Routine maintenance of wireless facilities<br>2) The replacement of wireless facilities that are consistent with these Design Guidelines and are either:<br>a) Substantially similar to the existing wireless facilities<br>b) The same size or smaller than the existing wireless facilities                       |
| Type II                     | New, Existing      | Small Cell Facilities                               | ORC 4939.031.B.1-2 | Yes                                  | Yes                                 | 90 days                                  | 1) Collocate small cell facilities on a wireless support structure<br>2) Replace or modify a small cell facility on a wireless support structure that does not qualify as Type I request.  |
| Type III                    | New, Existing      | Wireless Support Structures                         | ORC 4939.031.B.3   | Yes                                  | Yes                                 | 120 days                                 | Construct, modify, or replace a wireless support structure associated with a small cell facility   |

Footnotes:

1. For Type II and Type III applications, submission of a Utility Work in the Right-of-Way Permit application is considered a request for consent, and the granting of consent by the City is evidenced by the issuance of the permit.
2. Permit refers to a City of Wooster Engineering Division Utility Work in the Right-of-Way permit.
3. Subject to tolling extensions as allowed by Ohio Revised Code.

Review of permit applications will include a review for granting the consent of the small cell facility for Type II and Type III requests. At the request of the applicant, the portion of the permit fee for granting consent (in accordance with Ohio Revised Code §4939.0316) may be paid initially, with the remainder of the permit fee being deferred. In this case, a partial permit for consent will be issued, with the complete and final permit to allow physical construction work within the right-of-way to proceed being issued upon payment of the remaining permit fee.

A flowchart for the permit application and review process for small cell facilities is provided in Figure 1.



\*Subject to tolling adjustments as allowed by state law.

**FIGURE 1. APPLICATION AND REVIEW PROCESS**

## **Denial**

If a Type II or Type III permit application is denied, the applicant will be notified of the reason(s) for denial. Reasons for denial may include, but are not limited to the following:

1. Failure of the applicant to provide the financial, technical, and managerial resources for public welfare;
2. Failure of the applicant to remove existing wireless facilities that have been unused or abandoned for one year or more;
3. Failure of the applicant to comply with generally applicable health, safety, and welfare regulations;
4. Failure of the applicant to comply with the requirements of Section 2 of this document.

## **Insurance and Financial Guarantee**

Prior to the City's issuance of a permit, the applicant shall provide the following insurance and financial guarantees to the City:

1. Installing contractor's certificate of liability insurance, with the City of Wooster named as an additional insured. The insurance shall have limits of no less than \$500,000 for bodily injury and no less than \$250,000 for property damage;
2. Operator's certificate of liability insurance, with the City of Wooster named as an additional insured;
3. Removal bond, irrevocable letter of credit, or cashier's/corporate check in the amount of \$50,000 for assurance of the removal of abandoned or unused wireless facilities and proper restoration of the site and all areas disturbed during removal.

## **Relocation**

If requested by the City, in order to accomplish construction and maintenance activities directly related to improvements for the health, safety, and welfare of the public, an operator shall relocate or adjust its facilities within the right-of-way at no cost to the City. Any relocation or adjustments shall be completed in accordance with all federal, state, and local laws, rules, and regulations.

## **Attachment to City-Owned Wireless Support Structure**

Any attachment of a small cell facility to a City-Owned wireless support structure requires an executed Facility License Agreement prior to the City's issuance of a permit. The Facility License Agreement form is included in Appendix A.

## **Permit Period**

All Utility Work in the Right-of-Way permits for Type II and Type III requests shall be valid for a period of 180 days from the date of permit issuance. If the construction of the wireless support structure or small cell facility is not completed within 180 days from the date of permit issuance and it is not due to a delay caused by a make-ready work for a City-Owned wireless support structure or decorative pole, or by the lack of commercial power or backhaul availability at the site, the permit will become void unless an extension is granted in writing by the City.

If construction has not been completed within 180 days from the date of permit issuance due to a delay caused by a make-ready work for a City-Owned wireless support structure or decorative pole, or by the lack of commercial power or backhaul availability at the site, the permittee shall submit documentation to the City as evidence of the delay. The City will review the documentation and if an extension is warranted, an additional period to complete the installation commensurate with the delay will be provided. The extension will not exceed 360 days from the date of permit issuance.

## **SECTION 2: SITING AND LOCATION REQUIREMENTS**

### **Location**

The City of Wooster reserves the right to require the location of small cell facilities to accommodate future public safety or transportation uses within the public right-of-way or on a wireless support structure, in accordance with a documented master plan, general plan, or detailed construction plan that exists at the time the permit application is filed.

The City may propose an alternate location that is within 100 feet of the applicant's proposed location or within a distance that is equivalent to the width of the right-of-way (whichever is greater). The applicant shall use the alternate location if the applicant has the right to use the alternate location on reasonable terms and conditions and the alternate location does not impose technical limits or additional costs.

Unless otherwise approved, new wireless support structures shall be located at least 300 feet from any other existing or proposed wireless support structure.

All new wireless support structures and small cell facilities shall provide the same or greater lateral offset from the roadway as adjacent structures at that particular location. In no case shall the lateral offset provided be less than the minimum operational offset per the *ODOT Location & Design Manual Volume 1* Section 600.2.3, current edition. Additionally, new wireless support structures shall be located no less than two feet from a sidewalk or multi-use path. Wireless support structures shall be located a minimum of twelve feet from drive approaches.

For buried portions of new wireless support structures and small cell facilities (including foundations and conduits), a horizontal clearance of at least 24 inches shall be provided from any above ground or below ground City-Owned utility or structure. In no case shall a wireless support structure or small cell facility be located directly above a buried City utility or structure.

Wireless support structures and small cell facilities shall be located outside of the critical root zone and canopy drip line of existing street trees.

### **Historic Districts**

A map and listing of the City's Historic Districts and Buildings is included as Appendix B. Operators are strongly encouraged to locate small cell facilities outside of Historic Districts and away from historic buildings, in order to preserve the character of these districts and buildings. Where it is necessary to place small cell facilities within a Historic District, a new wireless support structure shall be installed that matches the design of the existing decorative street lights in that district. The Operator shall be required to furnish manufacturer drawings of the new wireless support structure that comply in general with the design intentions of the standard pole details in the appendices with a pole design that closely matches the appropriate style of decorative street light design as shown in Appendix C.

### **Underground Districts**

Subdivisions of the City that have been developed subject to the underground utility provisions of Section 1183.06(b) of the City of Wooster Planning and Zoning Code and right-of-way corridors that have been designed with underground utilities shall be classified as Underground Districts. The installation of new wireless support structures in Underground Districts is prohibited. Operators may utilize existing wireless support structures in Underground Districts for collocation. A map of the City's underground utility districts is included as Appendix D.

In Underground Districts where no suitable wireless support structures exist and where alternate locations do not provide the necessary coverage for the proposed small cell facility, the applicant may request a waiver. Requests for waivers shall be submitted in writing and include documentation and justification for the request.

## **SECTION 3: DESIGN REQUIREMENTS**

The design requirements of this section are to be used in conjunction with the standard details for Pole with Integral Base Cabinet (Appendix E) and Wood Pole Collocation (Appendix F).

## **Design and Appearance**

Where small cell facilities are being located on existing wireless support structures, only the antenna and concealment and associated wiring and/or conduit may be installed on the structure. Exceptions may be made for allowing Licensed Assisted Access radios to be installed directly beneath the antenna, provided that the radio and its concealment are similarly sized or smaller than the antenna and its concealment and that the overall design and installation integrates the concealments of the antenna and radio into a singular element.

All wiring and cables serving the small cell facility shall enter the ground at the base of the wireless support structure. Aerial wires and cables are prohibited. All wiring and cables installed on the wireless support structure shall be contained within conduit. The number and size of conduit shall be minimized and concealed to the extent possible.

The centerline of any new wireless support structure shall generally be aligned with the centerlines of existing wireless support structures on the same sidewalk segment, subject to required setbacks established by published utility company policies or regulatory requirements.

Any new wireless support structure and other equipment associated with a small cell facility shall be located at appropriate setbacks so that it will not obstruct:

1. Motorists' sightlines or pedestrian access;
2. Worker access to any nearby existing above-ground or underground infrastructure owned and operated by any public or private utility company;
3. Access to public transportation vehicles, street furniture, or other improvements;
4. Fire hydrant access;
5. Access to doors, gates, sidewalk doors, passage doors, stoops, or other ingress and egress points to any building adjacent to the right-of-way;
6. Access to any fire escape.

All associated equipment shall be ground mounted and not located on the wireless support structure. The associated equipment (except for the electric meter) shall be contained within a single stainless steel cabinet, of a size no larger than necessary to accommodate the equipment. In general, the cabinet shall be located near other utility cabinets or pedestals, with the final approval of location being made by the City. All cables, wires, and conduit associated with the cabinet shall be concealed from view and routed directly between the wireless support structure and the cabinet. The City may require the Operator to incorporate concealment elements into the proposed cabinet, including but not limited to strategic placement in less obtrusive locations and placement within existing or replacement street furniture.

Small cell facilities shall comply with the Americans with Disabilities Act (ADA) and shall not obstruct an existing or planned sidewalk or walkway nor obstruct the view of vehicles or

pedestrians. Any portion of a small cell facility or associated equipment that does not comply shall be removed by the Operator at the Operator's sole expense.

Any proposed projecting attachments to the wireless support structure shall provide a minimum vertical clearance of 16 feet.

The color of the small cell facility shall match the color of the existing wireless support structure such that the small cell facility blends with the color of the wireless support structure to the extent possible. The color of a small cell facility associated with a new wireless support structure shall be as determined by the City to match the surrounding area to the extent possible.

Electric generators for small cell facilities are not allowed to be installed in the right-of-way.

The Operator shall post its name, location identifying information, and emergency telephone number on a sign that is on or near the wireless support structure that is visible to the public. The sign shall not exceed 4-inches by 6-inches (4"x6"), unless otherwise required by law or the City. Except as required by law or the wireless support structure owner, the Operator shall not post any other signage or advertising on any wireless support structure, small cell facility, or utility pole.

All new small cell facilities shall be of the metal stealth pole design, with the equipment being contained in an integral base or located in a cabinet away from the pole. The design for a new small cell facility shall follow the Pole with Integral Base Cabinet detail in Appendix E. Installation on existing wood poles shall follow the Wood Pole Collocation detail in Appendix F.

The general design for installation on a traffic signal pole shall follow the applicable details shown on the Pole with Integral Base Cabinet detail in Appendix E. The detailed design for the traffic signal pole will be dependent on the particular style and type of pole. The City will work with the applicant on a case-by-case basis. The City will provide any available engineering drawings and/or manufacturer shop drawings of the existing traffic signal pole to be used in preparation of the drawings by the applicant. The design, materials, and installation on the traffic signal pole shall follow the applicable requirements of the Ohio Department of Transportation Construction and Material Specifications and the City's most recent traffic signal pole plans.

The City may require the Operator to install functional streetlights and/or banners when technically feasible and where the City determines that such additions will enhance the overall appearance and usefulness of the proposed facility.

### **Antennas**

Each antenna shall be located entirely within a shroud enclosure of not more than 6 cubic feet in volume. The diameter of the antenna or antenna enclosure should not exceed the diameter of the

top of the wireless support structure, and to the extent practical, should appear as a seamless vertical extension of the structure. The maximum diameter of the shroud shall be no wider than 1.5 times the diameter of the top of the structure. Where the maximum shroud diameter exceeds the diameter of the top of the pole, the shroud shall be tapered to meet the top of the structure. Unless otherwise approved, all antennas shall be mounted to the top of the wireless support structure, aligned with the centerline of the structure. Antennas shall generally be cylindrical in shape and completely housed within a cylindrical shroud that is capable of accepting paint to match the wireless support structure. Color for all antennas and shrouds shall be selected by the City Engineer in order to match the context and nature of the surrounding area.

### **Height Restrictions**

In areas that are zoned R-1, R-2, R-T, and R-3, the overall height of a wireless support structure and any collocated antennas shall not be more than 35 feet in height above ground level. In all other areas, the overall height of a wireless support structure and any collocated antennas shall not be more than 40 feet in height above ground level.

For an existing wireless support structure, the antenna and any associated shroud or concealment material installed on the structure shall not increase the height of the structure by more than 5 feet.

### **Attachment to City-Owned Wireless Support Structures**

Any collocation of a small cell facility on a City-owned wireless support structure shall not compromise the structural integrity of the structure. A structural analysis shall be completed by a licensed professional engineer in the State of Ohio hired by the operator requesting collocation. The City may require, in response to an application to collocate a small cell facility on a City-owned wireless support structure, the replacement or modification of the wireless support structure at the operator's expense if the structural analysis performed by the operator shows that replacement or modification is necessary for compliance with construction and safety standards. Such replacement or modification shall conform to these Design Guidelines. The City shall retain ownership of the replacement or modified wireless support structure unless otherwise agreed to in writing.

Attachments to City-Owned wireless support structures shall be designed and installed in accordance with the following requirements, as applicable:

1. Other applicable sections of the City of Wooster Engineering Construction Standards;
2. All applicable requirements of the *National Electrical Code*, the *State of Ohio Department of Transportation Construction and Materials Specifications*, and Ohio DOT Traffic Standard Construction Drawings;
3. Manufacturer's installation recommendations;

4. Details and specifications for recent City of Wooster construction projects for that type of wireless support structure.

Electric and communication services for small cell facilities that are located on City-owned wireless support structures shall be separate and independent from the City's services.

### **Miscellaneous**

Where small cell facilities are being collocated on wireless support structures that are not owned by the small cell operator, sufficient documentation shall be provided of the wireless support structure owner's permission for the collocation.

Any lighting associated with the small cell facilities is prohibited. Any internal lights associated with electronic equipment shall be shielded from the public view.

### **SECTION 4: STANDARD CONDITIONS OF PERMIT**

In addition to all other conditions of Utility Work Within the Right-of-Way Permits, the following additional conditions apply to permits issued for small cell facilities and wireless support structures:

1. *Compliance with all applicable laws.* Permittee shall at all times maintain compliance with all applicable federal, state, and local laws, regulations, ordinances and other rules.
2. *Inspections and emergencies.* The city or its designee may inspect small cell facilities and wireless support structures upon reasonable notice to the permittee. The permittee shall cooperate with all inspections. The city reserves the right to support, repair, disable, or remove any elements of the facility or structure in emergencies or when the facility poses imminent harm to persons or property.
3. *Relocation or adjustment as requested by the city.* If requested by the city in order to accomplish construction and maintenance activities directly related to improvements for the health, safety, and welfare of the public, a permittee shall relocate or adjust its facilities within the public way at no cost to the city.
4. *Relocation for public improvement projects.* Permittee shall remove and relocate the permitted small cell facility and/or wireless support structure at permittee's sole expense to accommodate construction for any public improvement project by the city.
5. *Contact information for responsible parties.* Permittee shall at all times maintain accurate contact information for all parties responsible for the facility, which shall

include a phone number, street mailing address, and email address for at least one natural person. Contact information shall be provided to the Engineering Division.

6. *Interference with public safety radio services.* In the event that the city has reason to believe that permittee's communications equipment is causing interference with the city's radio communications operations, then the permittee shall, at its cost, immediately cooperate with the city to either rule out permittee as the interference source or eliminate the interference. Cooperation with the city may include, but shall not be limited to, temporarily switching the small cell facilities on and off for testing.
7. *Adverse impacts on adjacent properties.* Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the small cell facility and/or wireless support structure.
8. *Good condition required.* Small cell facilities and wireless support structures shall at all times be kept and maintained in good condition, order, and repair by qualified maintenance and construction personnel, so that the same shall not menace or endanger the health, safety, or welfare of any person or property.
9. *Graffiti abatement.* Permittee shall remove any graffiti on the small cell facility or permittee-owned wireless support structure at the permittee's sole expense.
10. *Removal.* In the event that the use of a small cell facility or wireless support structure is discontinued, the permittee shall submit a permit application to the city, stating the date when the use shall be discontinued. If a small cell facility or wireless support structure is not removed within 365 days of the date of discontinued use, the small cell facility or wireless support structure shall be considered abandoned and the city may remove them at the permittee's expense. Small cell facilities and wireless support structures determined by the city to be abandoned without notice from the permittee may be removed by the city at the permittee's expense to ensure the public health, safety, and welfare. Following removal, all City-owned wireless support structures shall be returned to their original state, with all mounting hardware and equipment removed from the site. Any resulting holes in the structure shall be neatly sealed from any moisture intrusion and painted to match the structure. All areas impacted by the removal shall be restored to a like or better condition.
11. *Prevention of failures and accidents.* Permittee shall at all times employ ordinary and reasonable care and install and maintain in use nothing less than the best available technology for preventing failures and accidents which are likely to cause damage, injury, or nuisance to the public.

12. *Compliance with fire safety and FCC regulations.* Small cell facilities, wires, cables, fixtures, and other equipment shall be installed and maintained in substantial compliance with the requirements of the National Electrical Code and all applicable FCC, state, and local regulations, and in such manner that will not interfere with the use of adjacent property.
13. *Preconstruction conference.* Prior to any work starting within the right-of-way for Type II and Type III applications, a preconstruction conference with the permittee, contractor, and City of Wooster Engineering Division is required.

## **SECTION 5: REFERENCES**

- Ohio Revised Code Chapter 4939
- City of Wooster Codified Ordinance Chapter 901: Excavations and Curb Cuts
- City of Wooster Codified Ordinance Chapter 949: Wireless Communications Facilities in the Right of Way
- City of Wooster Engineering Construction Standards

**APPENDIX A**

**FACILITY LICENSE AGREEMENT**

## FACILITY LICENSE AGREEMENT

This Facility License Agreement (Agreement) is entered into between the City of Wooster (City) and \_\_\_\_\_ (Operator).

### Background Information

- A. Operator desires to install / collocate certain small cell facilities described on the permit application attached as Exhibit A (the "Equipment") upon certain facilities owned by the City in the municipal public way (the "Facilities") in accordance with the terms and conditions of this Agreement and for the purpose of Operator engaging in wireless communications within the City of Wooster.
- B. The City is willing to permit the installation of the Equipment upon the Facilities according to the provisions of this Agreement.

### Statement of Agreement

All parties acknowledge the accuracy of the above background information and in consideration of the promises and mutual covenants set forth herein, agree as follows:

#### 1. FACILITIES LICENSE & FEE

The City hereby grants a non-exclusive license to Operator to attach the Equipment upon the Facilities pursuant to the terms and conditions of this Agreement.

The Fee for this license is \$200.00 paid annually to the City of Wooster due upon the commencement date of this Agreement and each anniversary of the commencement date. This fee can be adjusted as outlined in Ohio Revised Code 3939.0322(B).

#### 2. TECHNICAL ATTACHMENT SPECIFICATIONS

Operator desires to operate the Equipment at the frequencies and power levels set forth in Exhibit B. Prior to the execution of this Agreement, and in conformity with the City's Design Guidelines, the Operator shall commence a technical review of the Equipment and provide this review to the City to determine the compatibility of attaching such Equipment to certain Facilities. If, during the aforementioned technical review and prior to any installation of Equipment, the City determines that the Equipment may be attached to the Facilities, then the Operator shall prepare technical attachment specifications, also in conformity with the City's Design Guidelines,

describing the type of Facilities upon which the Equipment may be attached and the manner in which the Equipment may be attached.

### 3. TERM

The term of this Agreement shall commence as of the date signed by all parties and shall continue for an initial term expiring upon the tenth (10th) anniversary of the commencement date with a presumption of renewal for successive five year terms, except as terminated under conditions and requirements outlined in state law and the Wooster Codified Ordinances.

### 4. FREQUENCY OPERATION

(a) *Approved Frequencies.* Operator shall operate the Equipment at the frequencies and power levels set forth in Exhibit B (the "Approved Frequencies"). Operator may only change the Approved Frequencies pursuant to The City's written consent, which consent shall not be unreasonably withheld. Any proposed change in frequency or power that materially increases rf emission exposure levels may be denied by The City in its sole discretion.

(b) *Radio Interference.* In the event that The City installs any improvement upon a Facility which materially interferes with the transmission or reception of Operator's Equipment, then Operator's sole remedy shall be to either remove the Equipment affected or terminate this Agreement effective as of the date of such interference.

(c) *FCC Licensing.* Operator shall be responsible for obtaining and maintaining appropriate Federal Communications Commission ("FCC") authorization for the operation of the Equipment. Operator shall provide The City a copy of all such licensing and/or authorization prior to operating the Equipment, and shall provide The City with copies of any modifications to or terminations of such licensing and/or authorization within five (5) days of receipt by Operator.

(d) *Interruption of Communication Equipment Use.* Operator shall install a mechanism upon the Equipment to permit the City to interrupt use of the Equipment when the City is accessing the Facilities. The City shall be permitted to temporarily terminate operation of any Equipment upon a reasonable determination by the City that interruption is necessary in order to service the Facility. The City shall further be permitted to rearrange or remove the Equipment during emergencies provided such removal or rearrangement is reasonably necessary to service the Facility.

5. INSTALLATION AND MAINTENANCE

Operator shall not make any attachment of Equipment to Facilities without a City issued permit to do Utility Work in the Right of Way. The City shall review each permit within the time outlined in the Ohio Revised Code.

Any work conducted on a Facility shall only be undertaken by the parties hereto or a party approved by the City in advance who is qualified and licensed to perform work on such Facility (an "Authorized Party"). Installation and maintenance of Operator's Communications Equipment shall be performed at Operator's sole expense. If the City must replace a Facility licensed hereunder, then Operator shall transfer its Equipment to the new Facility in the manner directed by the City and at Operator's sole expense.

The Equipment shall be installed in a manner which does not interfere with the present or any future use which the City may desire to make of its Facilities. The Equipment shall be installed and maintained by Operator in compliance with the City's Design Guidelines and any applicable regulations or codes promulgated by any federal, state, local or other governmental authority having jurisdiction. Operator shall identify all Equipment at each Facility location using a tagging system approved by the City that does not interfere with the operation of the equipment by Operator.

6. PERMITTED USE

Operator shall only use the Facilities for the purpose of wireless communications. Such communications transmission and operation shall be conducted in accordance with the standards imposed by the Federal Communications Commission ("FCC"), and any other applicable local, state or federal body with authority over such transmission and operation. Operator shall use the Facilities for no other purpose without the prior written consent of the City.

7. RADIATION EXPOSURE

It shall be the responsibility of Operator to ensure that the Equipment does not operate in a manner which could cause radio frequency exposure levels to exceed permissible FCC exposure levels assuming a worker works within two feet of the Equipment and does not take any precautionary actions to avoid exposure.

8. INSURANCE, INDEMNIFICATION, LIMITATION OF LIABILITY & DAMAGES

Operator shall, at its own expense, carry liability insurance and indemnify the City as outlined in Wooster Codified Ordinance 949.05.

## 9. PERSONAL PROPERTY

The Equipment shall remain the personal property of Operator and no part of such Equipment constructed, erected or placed by Operator upon a Facility shall become, or is to be considered as a fixture being affixed to or a part of, the City's real estate, any and all provisions and principles of law to the contrary notwithstanding, it being the specific intention of the parties that all improvements of every kind and nature constructed, erected or placed by Operator shall be and remain the property of Operator. The City waives any lien rights it may have concerning the Equipment which are deemed Operator's personal property and not fixtures, and Operator shall have the right to remove the same at any time without The City's consent provided the Operator has obtained a City issued Permit.

## 10. ASSIGNMENT

Operator shall not assign, sell, transfer or sublicense (including, without limitation, *diplexing* of signals granting of shared use rights, or utilizing digital or analog interconnect facilities for itself or others) Operator's rights under this Agreement to any other person, partnership, corporation or other governmental agency without the express written consent of The City, which consent may be withheld in The City's sole and absolute discretion. Notwithstanding the foregoing and provided that Operator is not in default under this Agreement or, if The City is in default, that the successor party remedies such default, Operator may assign this Agreement upon thirty (30) days prior written notice (whether by absolute assignment or collateral assignment), to (i) any affiliate of Operator, (ii) any partnership, venture or new corporation formed by Operator, or (iii) to any party controlling, controlled by or under common control with Operator. Any attempted assignment, sale or transfer of Operator's rights under this Agreement in violation of this section shall render this Agreement null and void. No purported assignment, sublicense, sale or transfer of Operator's rights under this Agreement, nor the acceptance of a license payment by The City from a purported Operator, shall release, relieve, or in any manner modify the obligations of Operator under the terms of this Agreement.

## 11. UNAUTHORIZED ATTACHMENT OF EQUIPMENT

Any attachment of Equipment made without the approval of The City pursuant to a valid permit shall be considered an unauthorized attachment. Upon discovery of an unauthorized attachment and notification to the Operator, the Operator shall file an Application for a permit and comply with the requirements of the City's Design Guidelines. If the Equipment does not comply with the City's Design Guidelines or the application for the permit is denied for any valid reason, the Operator shall remove the Equipment within thirty (30) days at its own expense.

## 12. DEFAULT

If Operator fails to comply with any of the provisions of this Agreement, or defaults in the performance of any of its obligations under this Agreement, and fails within thirty (30) days, after written notice from The City to correct such default or noncompliance, The City may, at its option, take any one or more of the following actions: (i) suspend Operator's access to specific Equipment to which such default or noncompliance is applicable; (ii) terminate the specific permit or permits covering the Facilities to which such default or noncompliance is applicable; (iii) remove, relocate, or rearrange Equipment to which such default or noncompliance relates, all at Operator's expense; (iv) decline to permit additional licensing hereunder until such default is cured; or (v) in the event of any failure to pay any of the charges, fees or amounts provided in this Agreement or any other substantial default, or of repeated defaults, terminate this Agreement. Notwithstanding the foregoing, Operator shall have an additional thirty (30) days to correct such default or noncompliance if Operator promptly commences its corrective efforts within the thirty day period described above and diligently continues such corrective actions thereafter. No liability shall be incurred by The City because of any or all such actions. The remedies provided herein are cumulative and in addition to any other remedies available to The City under this Agreement or otherwise.

## 13. WAIVER

The failure of either party to enforce any terms or conditions of this Agreement shall not constitute a waiver of the same or other terms and conditions or otherwise prevent or preclude such party from exercising its rights or remedies hereunder, at law or in equity.

## 14. REGULATION

Both parties acknowledge that this Agreement is not subject to regulation by the FCC pursuant to 47 USC §224. Both parties further acknowledge that prior to negotiation of this Agreement the parties carefully reviewed all relevant provisions of state and federal statutes and regulations relating to the regulation of the facilities licensed hereunder, and that the negotiations freely conducted herein were undertaken without duress and with full knowledge of any rights either party may have pursuant to such state or federal law. Each and every provision of this agreement is considered an essential exchange of consideration hereto. To the extent that either party may challenge any provision of this agreement as violating state or federal law and is successful, then upon the sole option of the party to which such determination adversely affects, this Agreement shall terminate effective as of such determination. Upon such termination both parties shall enter into negotiations for a new agreement in compliance with such determination. It is the intent of both parties that any adjustments made pursuant to any such judicial or regulatory determination

allows The City to recover the maximum amount available in accordance with the applicable regulated rate.

## 15. MISCELLANEOUS

**Third Parties.** This Agreement shall not create for, nor give to, any third party any claim or right of action against either party to this Agreement that would not arise in the absence of this Agreement.

**Personal License.** This Agreement grants a license only, revocable or terminable solely under the terms or conditions herein, and no use, however extended, of the City's Facilities or payment of any fee or charge required hereunder shall create or vest in Operator any claim of right, possession, License, easement, title, or other interest in real estate.

The City shall impose reasonable requirements for bonds, escrow deposits, letters or credit or any other type of financial surety deemed adequate, to ensure removal of abandoned or unused wireless facilities or damage to municipal property caused by an Operator or its agent.

Nothing in this Agreement shall be construed as a grant by the City of an exclusive license, right or privilege to license, nor as a limitation, restriction, or prohibition of any agreement which the City has made or may, in the future, make. The City shall have and retain the right to extend, renew or grant to others not party to this Agreement any right or privilege to use its Facilities, except as limited by this Agreement.

**Liens and Encumbrances.** If because of any act or omission of Operator, any mechanic's lien or other lien, charge, or order for the payment of money shall be filed against any portion of the Licensed Area, the Operator shall, at its own cost and expense, cause the same to be discharged of record or bonded within ninety (90) days. Operator shall indemnify and hold harmless the City from any loss, cost or expense arising from or incurred by the City as the result of Operator's breach of the foregoing covenants, which indemnities shall survive the termination of this Agreement.

**No Joint Venture.** Nothing in this Agreement is intended to, or shall be deemed to, constitute a joint venture, a partnership or agency between the Operator and the City.

**Survivability.** Neither termination nor cancellation of this Agreement or any authorization granted hereunder shall be deemed to relieve either party of any obligations that by their nature survive such termination or cancellation, including but not limited to all guarantees and promises of indemnity.

Interpretation. The laws of the state of Ohio shall govern any controversy related hereto.

Headings. Section headings of this Agreement are inserted only for reference and in no way define, limit, or describe the scope or intent of this Agreement nor affect its terms or provisions.

Multiple Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Entire Agreement. Notwithstanding the City of Wooster Codified Ordinances, this Agreement is the entire agreement between the parties on the subject matter of this License and supersedes any prior or contemporaneous agreement or understanding between them. No course of performance, usage of trade or course of dealing shall be relevant to supplement or explain any term or condition in this Agreement. This Agreement may not be modified or amended nor may any obligation of either party be modified, changed or discharged except in writing signed by a duly authorized officer or employee.

Each party hereby represents and warrants to the other (i) it has full right, power and authority to enter into this Agreement and that the same has been voluntarily negotiated and agreed upon; (ii) the making of this Agreement and the performance thereof will not violate any laws, ordinance, restrictive covenants or other agreements under which such party is bound; (iii) that such party is a duly organized and existing corporation or limited liability company; (iv) the party is qualified to do business in the State of Ohio; and (v) all persons signing on behalf of such party were authorized to do so by appropriate corporate or partnership action.

In Witness Whereof, the parties have caused this Agreement to be signed as of the date first above written.

THE CITY:

OPERATOR:

Date:

Date:

EXHIBIT B  
LISTING OF APPROVED EQUIPMENT AND FREQUENCIES

**Approved Equipment:**

Equipment: [Enter Equipment & Model](Ex. Tropos networks 5210 Outdoor MetroMesh Router)

**Approved Frequencies & Power Level:**

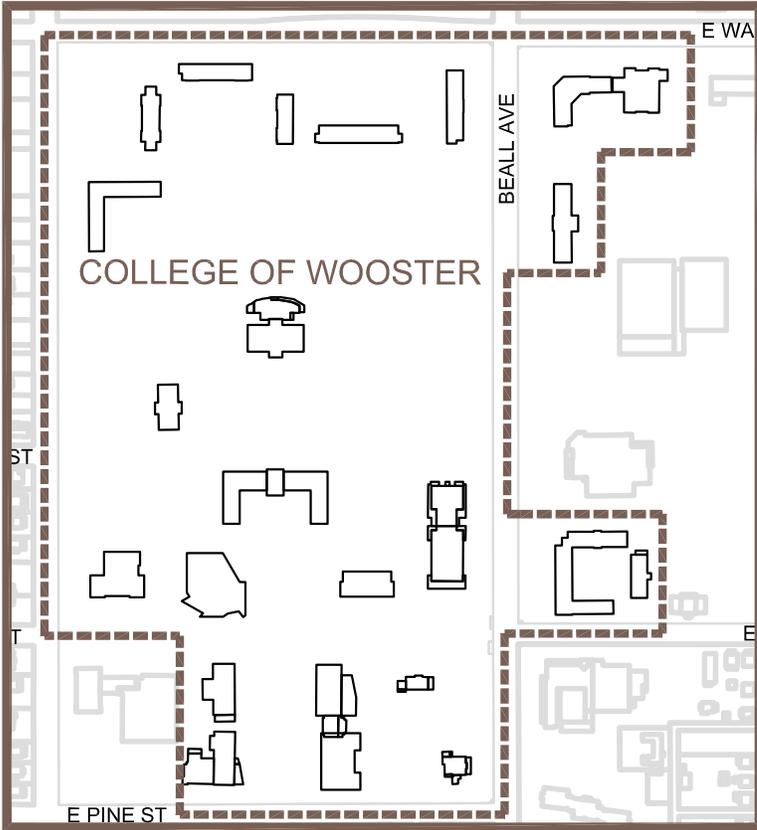
Frequency: [Enter Frequency or Range](Ex. 2.4-2.483 GHz)  
Power Level: [Enter Power Level]

**APPENDIX B**

**CITY OF WOOSTER  
HISTORIC DISTRICTS AND BUILDINGS  
MAP AND LISTING**

# CITY OF WOOSTER

## MAPS



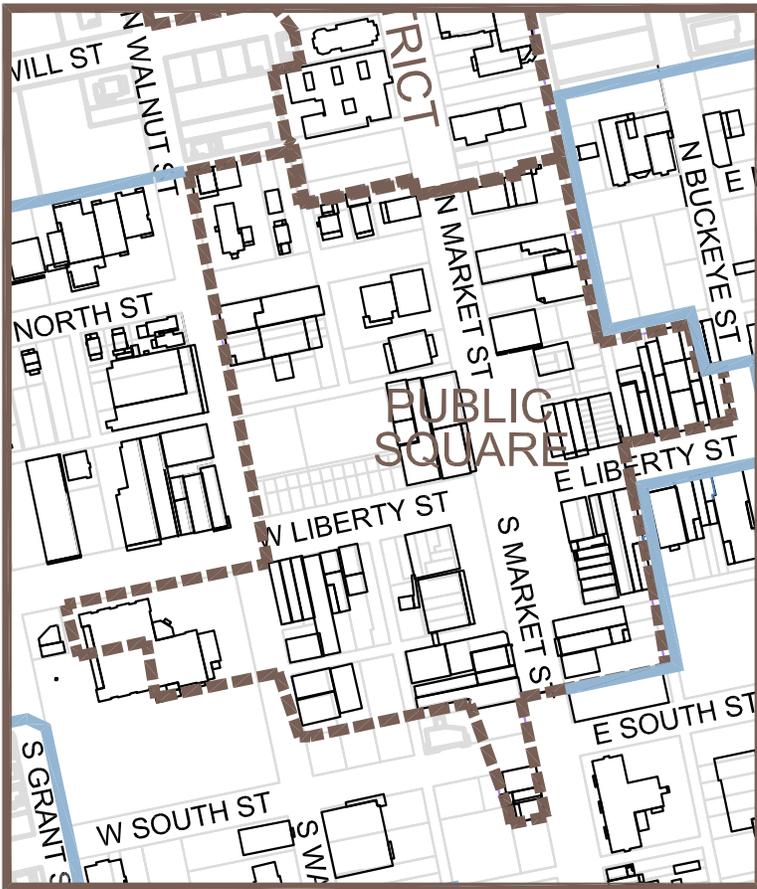
COLLEGE OF WOOSTER HISTORIC DISTRICT

--- LANDMARK HISTORIC DISTRICTS

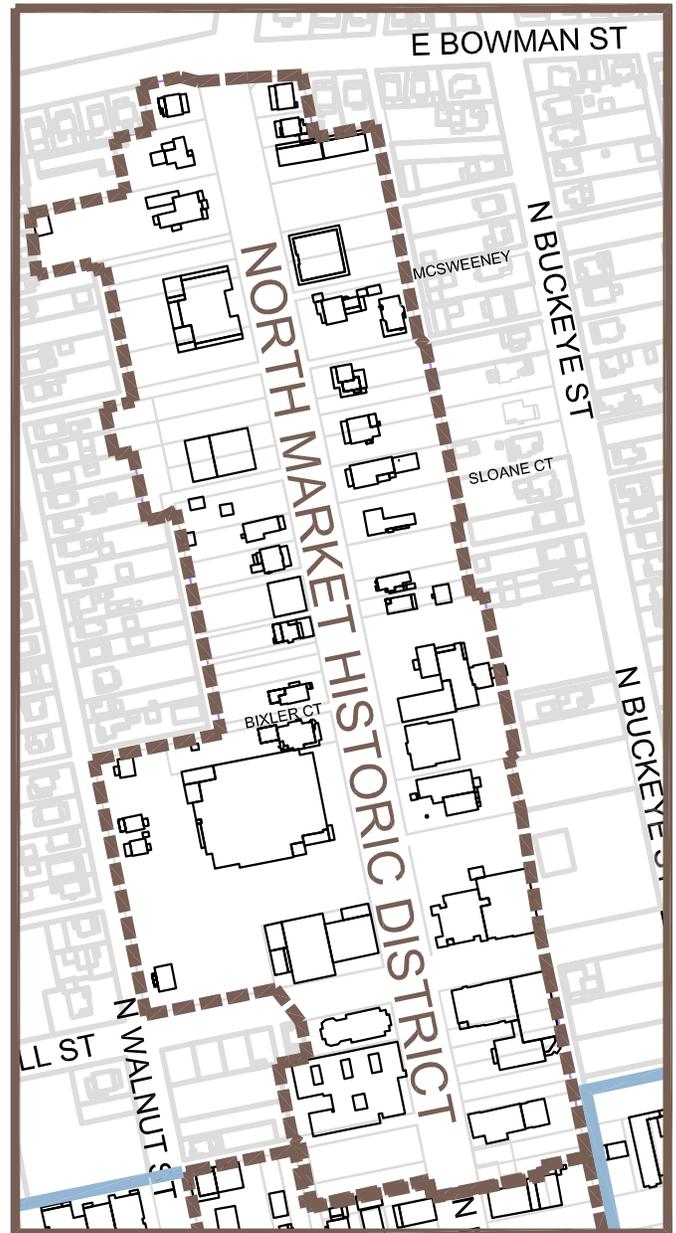
Approval required for signage, exterior building and site changes, demolition, building additions and new building construction

— C-4 DISTRICT NON-LANDMARK BUILDINGS

Approval required for signage, exterior building and site changes. See Zoning Code Section 1141.11 (c) in regards to building additions and new building construction



PUBLIC SQUARE HISTORIC DISTRICT



NORTH MARKET STREET HISTORIC DISTRICT

National Register of Historic Places: Listed Properties as of October 1, 2011

| Reference Number | Resource Name  | Address                 | Resource Type |
|------------------|--|-------------------------|---------------|
| 76001548         | Beall, Gen. Reasin, House                                      | 546 E. Bowman St.       | BUILDING      |
| 80003246         | College of Wooster   | OH 3                    | DISTRICT      |
| 88003192         | Gasche, Charles, House   | 340 Bever St.           | BUILDING      |
| 86000240         | Gertenslager Carriage and Wagon Company                        | 572 E. Liberty          | BUILDING      |
| 94000770         | Liggett--Freedlander House                                     | 408 N. Bever St.        | BUILDING      |
| 74001649         | McSweeney, John, House   | 531 N. Market St.       | BUILDING      |
| 82003665         | Old Wayne County Jail  | W. North St.            | BUILDING      |
| 83004345         | Overholt House   | 1473 Beall Ave.         | BUILDING      |
| 84003811         | Walnut Street School   | 237 S. Walnut St.       | BUILDING      |
| 73001551         | Wayne County Courthouse District                               | Liberty and Market Sts. | DISTRICT      |
| 78002213         | Wooster Public Square Historic District<br>(Boundary Increase) | Market and Liberty Sts. | DISTRICT      |

**APPENDIX C**

**CITY OF WOOSTER  
DECORATIVE STREET LIGHT DRAWINGS**

# Specifications

## POST DESCRIPTION

The lighting post shall be all aluminum, one-piece construction, with a classic tapered and fluted base design. The shaft shall be  $\varnothing 5"$  fluted. The post shall be Holophanes' catalog number W14F5/17-CA/BK. Post will be provided with a concealment skirt assembly. Two 24" clamp on banner arms will mount at specified heights and orientations.

## MATERIALS

The base shall be heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The straight shafts shall be extruded from aluminum, ASTM 6061 alloy, heat treated to a T6 temper. All hardware shall be tamper resistant stainless steel. Anchor bolts to be completely hot dip galvanized.

## CONSTRUCTION

The shaft shall be double welded to the base casting and shipped as one piece for maximum structural integrity. The shaft shall be circumferentially welded inside the base casting at the top of the access door, and externally where the shaft exits the base. All exposed welds below 8' shall be ground smooth. All welding shall be per ANSI/AWS D1.2-90. All welders shall be certified per Section 5 of ANSI/AWS D1.2-90.

## DIMENSIONS

The post shall be 14'-0" in height with a 17" diameter base. The shaft diameter shall be 5". At the top of the post, an integral 3" O.D. tenon with a transitional donut shall be provided for luminaire mounting.

## INSTALLATION

Post provided with (4) Transpo 4075 breakaway anchor bolt couplings and (4)  $\varnothing 3/4"$  hot dip galvanized steel L-type anchor bolts to be installed with a 1-3/8" projection on a 12" diameter bolt circle. A door shall be provided in the base for anchorage and wiring access. A grounding screw shall be provided inside the base opposite the door.

## FINISH

The entire assembly shall have a standard Holophane 'black' finish.

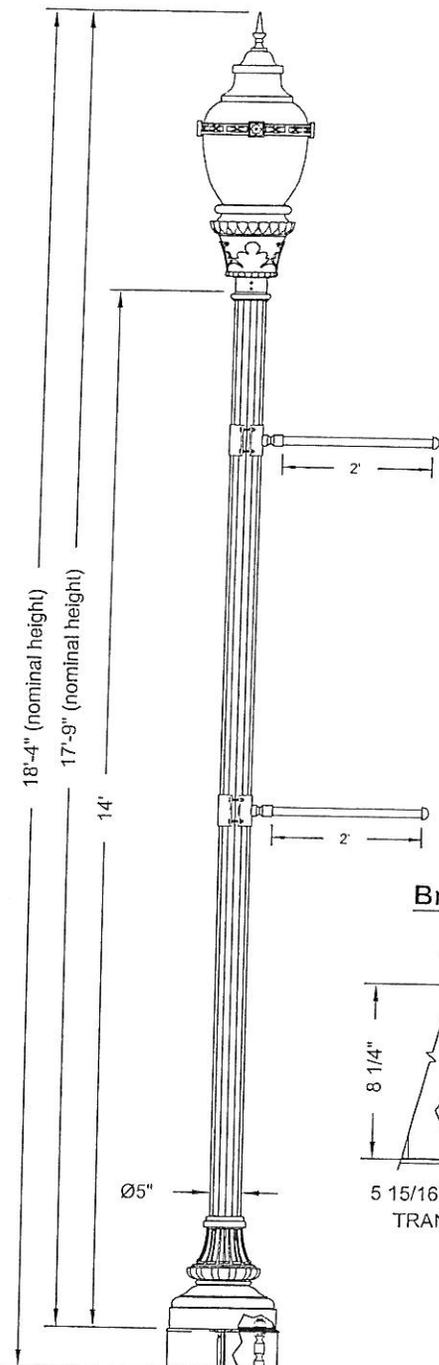
## LUMINAIRE DESCRIPTION

- State Street Series Luminaire
- 150Watt/55Volt High Pressure Sodium(Mogul Base Socket)
- Multivolt 120, 208, 240, 277 Volt, Factory Wired for 208 Volt
- Asymmetric Type III Glass Optics
- Band, Medallions and Spike Finial
- Standard Holophane 'Black' Finish

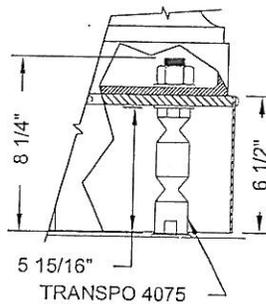
For complete specifications see Us-1588.

## Accessory Mounting Detail

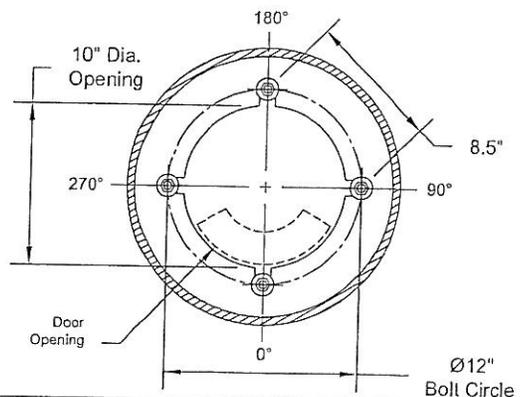
|                   |                         |
|-------------------|-------------------------|
| Clamp-On          | Shaft $\varnothing XX"$ |
| BBA24H/1/CO-CA/BK | $\varnothing 5"$        |



## Breakaway Detail



## Anchorage Detail



## Catalog #'s:

(AOL-27995)W14F5/17CABKH - AB-31-4 - (2)BBA24H/1/CO-CA/BK - ST15AHPMBB3B2



## Beall Avenue Streetscape

Wooster, OH

|                       |                       |              |
|-----------------------|-----------------------|--------------|
| ORDER #: Q121-2875-03 | TYPE: 101/625         | DRAWING #:   |
| REVISION:             | REVISION DATE:        | TSG 004333   |
| DRAWN: ACH            | ORIGIN DATE: 09-23-08 | PAGE: 1 of 3 |

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

# Specifications

## POST DESCRIPTION

The lighting post shall be all aluminum, one-piece construction, with a classic tapered and fluted base design. The shaft shall be  $\varnothing 5"$  fluted. The post shall be Holophanes' catalog number W14F5/17-CA/BK. Post will be provided with a concealment skirt assembly. Four 24" clamp on banner arms will mount at specified heights and orientations. A Washington series twin crossarm will mount atop the post.

## MATERIALS

The base shall be heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The straight shafts shall be extruded from aluminum, ASTM 6061 alloy, heat treated to a T6 temper. All hardware shall be lamper resistant stainless steel. Anchor bolts to be completely hot dip galvanized.

## CONSTRUCTION

The shaft shall be double welded to the base casting and shipped as one piece for maximum structural integrity. The shaft shall be circumferentially welded inside the base casting at the top of the access door, and externally where the shaft exits the base. All exposed welds below 8' shall be ground smooth. All welding shall be per ANSI/AWS D1.2-90. All welders shall be certified per Section 5 of ANSI/AWS D1.2-90.

## DIMENSIONS

The post shall be 14'-0" in height with a 17" diameter base. The shaft diameter shall be 5". At the top of the post, a  $\varnothing 3"$  x 9" tall tenon with a transitional donut shall be provided for arm mounting.

## INSTALLATION

Post provided with (4) Transpo 4075 breakaway anchor bolt couplings and (4)  $\varnothing 3/4"$  hot dip galvanized steel L-type anchor bolts to be installed with a 1-3/8" projection on a 12" diameter bolt circle. A door shall be provided in the base for anchorage and wiring access. A grounding screw shall be provided inside the base opposite the door.

## FINISH

The entire assembly shall have a standard Holophane 'black' finish.

## LUMINAIRE DESCRIPTION

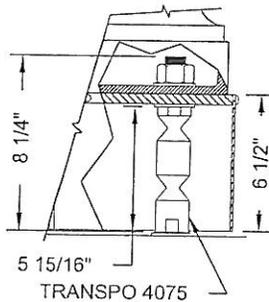
- State Street Series Luminaire
- 150Watt/55Volt High Pressure Sodium(Mogul Base Socket)
- Multivolt 120, 208, 240, 277 Volt, Factory Wired for 208 Volt
- Asymmetric Type III Glass Optics
- Band, Medallions and Spike Finial
- Standard Holophane 'Black' Finish

For complete specifications see Us-1588.

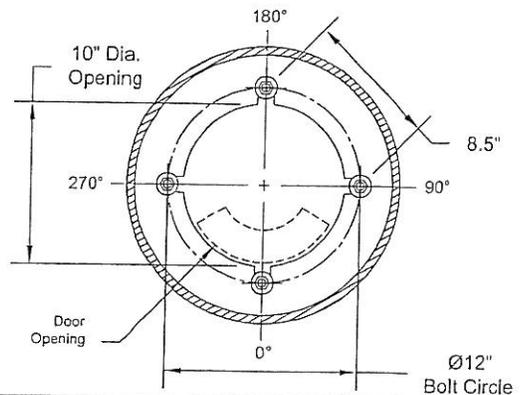
## Accessory Mounting Detail

|                   |                         |
|-------------------|-------------------------|
| Clamp-On          | Shaft $\varnothing XX"$ |
| BBA24H/1/CO-CA/BK | $\varnothing 5"$        |

## Breakaway Detail

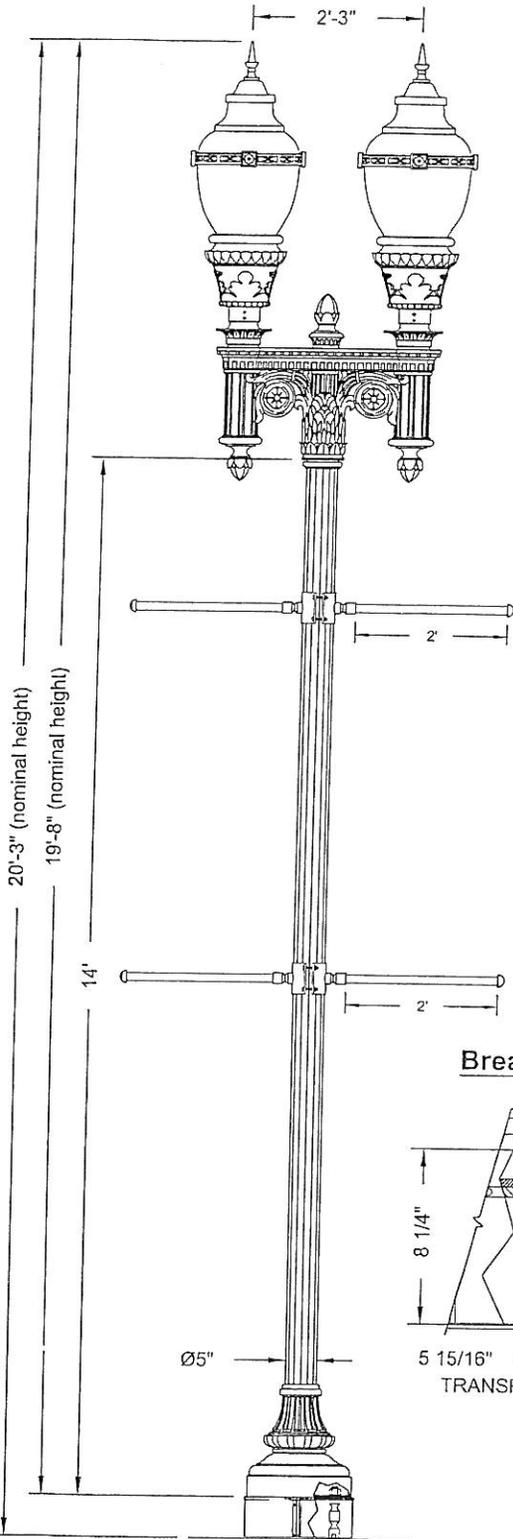


## Anchorage Detail



## Catalog #'s:

(AOL-27992)ZW14F517CABK - AB-31-4 - WTA-CA-BK -  
(4)BBA24H/1/CO-CA/BK - ST15AHPMBB3B2



  
**HOLOPHANE**<sup>®</sup>  
LEADER IN LIGHTING SOLUTIONS  
An AcuityBrandsCompany

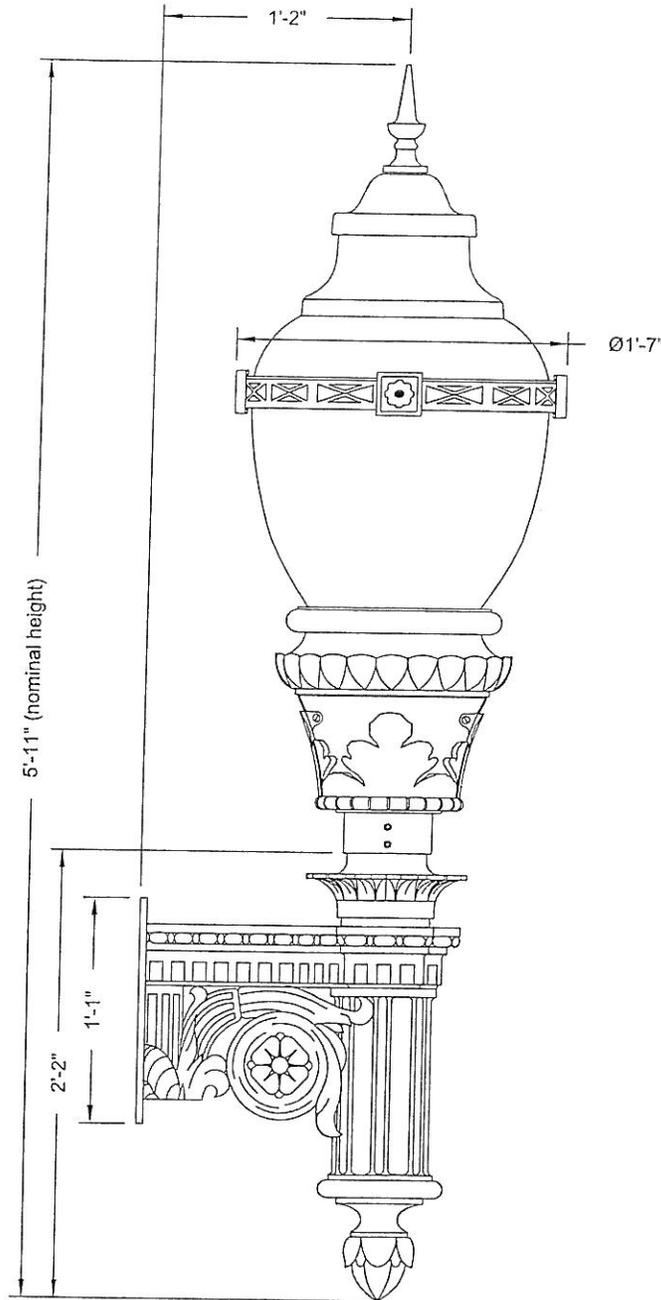
## Beall Avenue Streetscape

Wooster, OH

|                       |                       |            |
|-----------------------|-----------------------|------------|
| ORDER #: Q121-2875-03 | TYPE: 102/625         | DRAWING #: |
| REVISION:             | REVISION DATE:        | TSG 004333 |
| DRAWN: ACH            | ORIGIN DATE: 09-23-08 | PAGE: 2    |

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED. THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.

# Specifications



### ARM DESCRIPTION

The wall brackets shall be one-piece construction. The wall bracket arms shall be welded to a flat wall plate. All welding shall be per ANSI/AWS D1.2-90. All welders shall be certified per ANSI/AWS D1.2-90 Section 5.

### MATERIALS

The crossarms and crossarm finials shall be heavy wall, cast aluminum produced from certified ASTM 356.1 ingot per ASTM B-179-95a or ASTM B26-95. The wall bracket mounting plate shall be aluminum, ASTM 6061 alloy, heat treated to a T6 temper. All hardware shall be stainless steel. All exterior hardware shall be tamper resistant.

### INSTALLATION

The wall bracket shall have four 9/16" dia. holes for mounting to the wall. (Bracket mounting hardware furnished by others.) Wall brackets shall have 3" O.D. tenons for luminaire mounting.

### FINISH

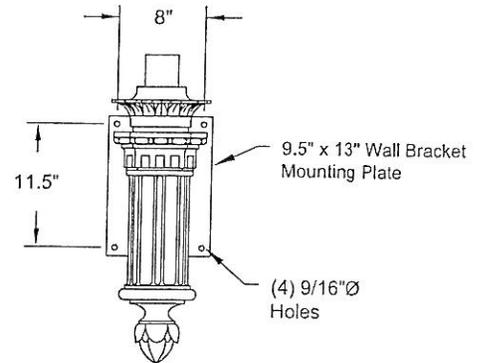
The entire assembly shall have a standard Holophane 'black' finish.

### LUMINAIRE DESCRIPTION

- State Street Series Luminaire
- 150Watt/55Volt High Pressure Sodium(Mogul Base Socket)
- Multivolt 120, 208, 240, 277 Volt, Factory Wired for 208 Volt
- Asymmetric Type III Glass Optics
- Band, Medallions and Spike Finial
- Standard Holophane 'Black' Finish

For complete specifications see Us-1588.

### Mounting Detail



Catalog #'s:  
(AOL-2799)WWBCABKH - ST15AHPMBB3B2



## Beall Avenue Streetscape

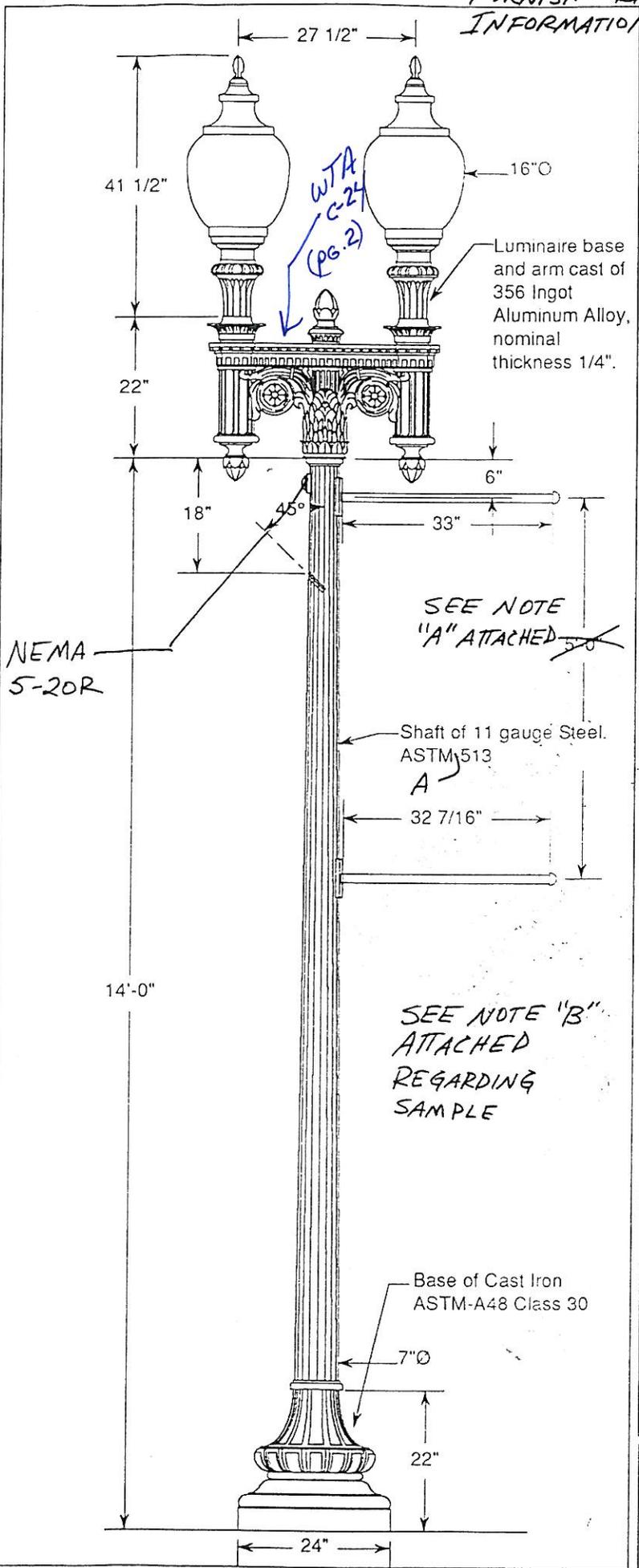
Wooster, OH

|                       |                       |            |
|-----------------------|-----------------------|------------|
| ORDER #: Q121-2875-03 | TYPE: 103/625         | DRAWING #: |
| REVISION:             | REVISION DATE:        | TSG 004333 |
| DRAWN: ACH            | ORIGIN DATE: 09-23-08 | PAGE: 3    |

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FURNISH WIND LOAD CERTIFICATION  
 PER 2.16B-13  
 FURNISH BALLAST MFR.

INFORMATION



**Types "A", & "C"**  
**Cast Iron and Steel Post**

**Luminaire**  
 (2) 16" wide x 41" tall luminaires with clear, textured, UV polycarbonate acorn globes, finial and cast aluminum luminaire bases.

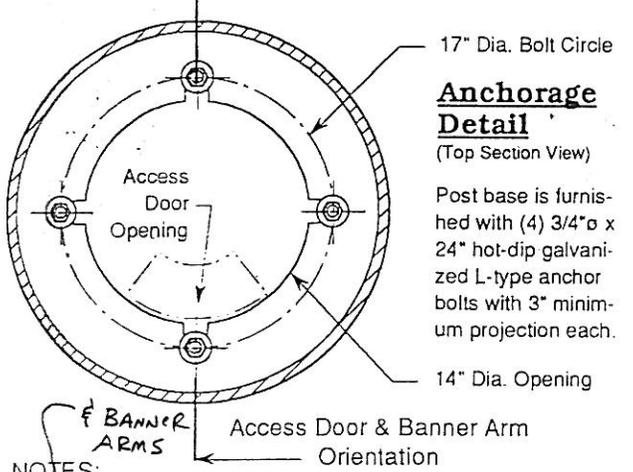
Luminaire furnished with a high intensity discharge ballast and socket assemblies, and borosilicate glass refractors with I.E.S. type 3 distributions.

| Lamp Type    | Metal Halide                   | Mercury Vapor                  | High Pressure Sodium                      | Voltage                                  |
|--------------|--------------------------------|--------------------------------|---|--|
| Incandescent | <input type="checkbox"/> -M50  | <input type="checkbox"/> -H50  | <input type="checkbox"/> -S35             | <input type="checkbox"/> /120            |
|              | <input type="checkbox"/> -M100 | <input type="checkbox"/> -H75  | <input type="checkbox"/> -S50             | <input type="checkbox"/> /208            |
| Socket       | <input type="checkbox"/> -M175 | <input type="checkbox"/> -H100 | <input type="checkbox"/> -S70             | <input checked="" type="checkbox"/> /240 |
|              | <input type="checkbox"/> -M250 | <input type="checkbox"/> -H175 | <input type="checkbox"/> -S100            | <input type="checkbox"/> /277            |
|              |                                | <input type="checkbox"/> -H250 | <input checked="" type="checkbox"/> -S150 | <input type="checkbox"/> /480            |
|              |                                |                                | <input type="checkbox"/> -S250            |  |

**Crossarm**  
 Cast aluminum two way crossarm measuring 27.5" between luminaire centers.

**Post**  
 Cast iron and steel tapered and fluted post with an integral 3" tenon for luminaire or crossarm mounting. Door located in base for anchorage and wiring access. Post furnished with (2) 1" banner arms, one located 6" below post top, the second 6" feet below the first, a 3" X 3" insert for flag support at 45° and weatherproof receptacle near the post top.

WPRT & Flag Pole Holder Orientation 180° of Banner Arm



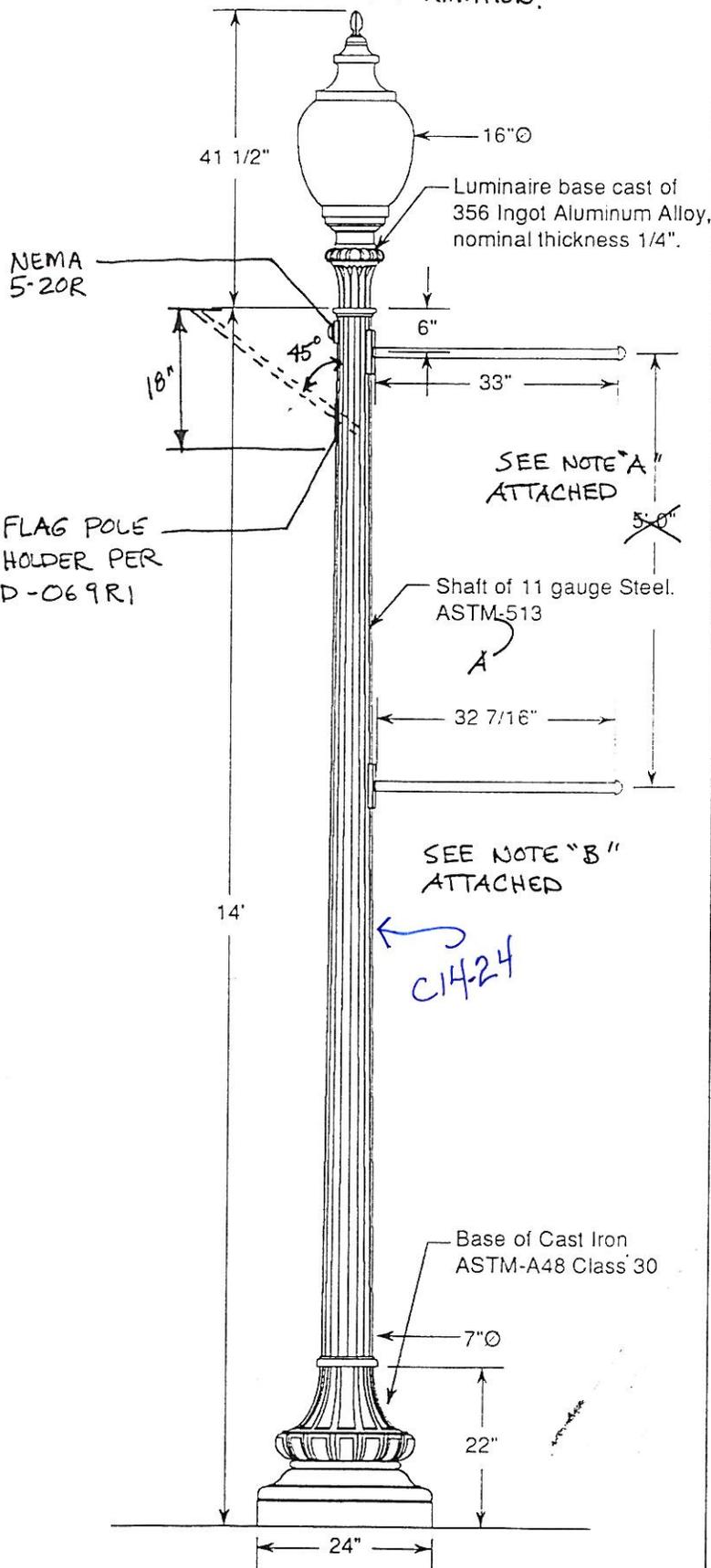
NOTES:  
 Post furnished prime painted with red oxide primer. Arm, luminaires and banner arm furnished prefinished with black satin premium catalyzed polyurethane finish. All hardware stainless steel. All exterior hardware tamper resistant.  
 Post Height: 14'-0" Overall Height: 19'-3 1/2"  
 Base Diameter: 24" Light Center Height: 17'-10"

Catalog #  
 C14/24-CIS/PP-WPRT-WTA/BK-FPH-2BA33/BK-2WA25F/BK-S150/240-III

date: 12-10-92 scale: none dwg. no.: L-2258B R5

**ANTIQUE Street Lamps, Inc.**  
 9005 Cullen Lane Austin, Texas 78748 (512) 282-9780

FURNISH WIND LOAD CERTIFICATION PER 2.16B-13  
 FURNISH BALLAST MFR INFORMATION.



**Type "B", "D", & "H"**  
**Cast Iron and Steel Post**

**Luminaire WA25F**

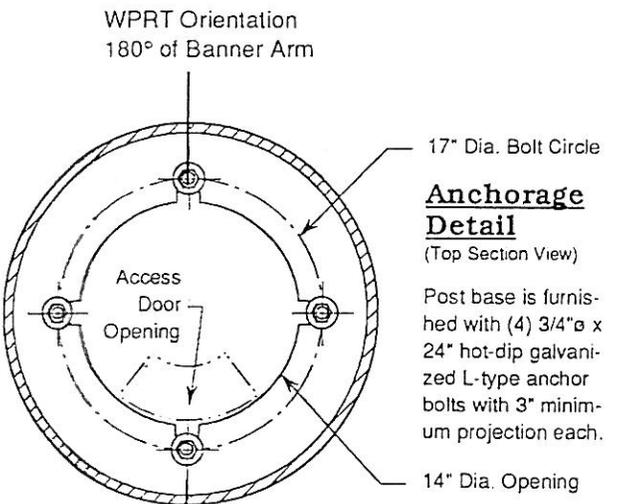
16" wide x 41 1/2" tall luminaire with clear, textured, UV polycarbonate acorn globe, finial and cast aluminum STABILIZED luminaire bases.

Luminaire furnished with a high intensity discharge ballast and socket assemblies, and borosilicate glass refractors with I.E.S. type 3 distributions.

| Lamp Type                                | Metal Halide                   | Mercury Vapor                  | High Pressure Sodium                      | Voltage                                 |
|--|--------------------------------|--------------------------------|---|---|
| Incanescent                              |                                |                                |   |   |
| <input type="checkbox"/> -INC            | <input type="checkbox"/> -M50  | <input type="checkbox"/> -H50  | <input type="checkbox"/> -S35             | <input type="checkbox"/> 120            |
|  | <input type="checkbox"/> -M100 | <input type="checkbox"/> -H75  | <input type="checkbox"/> -S50             | <input type="checkbox"/> 208            |
| Socket                                   | <input type="checkbox"/> -M175 | <input type="checkbox"/> -H100 | <input type="checkbox"/> -S70             | <input checked="" type="checkbox"/> 240 |
| <input checked="" type="checkbox"/> -MED | <input type="checkbox"/> -M250 | <input type="checkbox"/> -H175 | <input type="checkbox"/> -S100            | <input type="checkbox"/> 277            |
| <input checked="" type="checkbox"/> -MOG |                                | <input type="checkbox"/> -H250 | <input checked="" type="checkbox"/> -S150 | <input type="checkbox"/> 480            |
|  |                                |                                | <input type="checkbox"/> -S250            |   |

**Post**

Cast iron and steel tapered and fluted post with an integral 3" tenon for luminaire or crossarm mounting. Door located in base for anchorage and wiring access. Post furnished with (2) 1" diameter banner arms, the first located 6" below post top, the second mounted 5 feet below the first, and weatherproof receptacle near the post top.



NOTES: ~~Access Door & Banner Arm~~ Orientation  
 Post furnished prime painted with red oxide primer. Luminaire ~~and banner arms~~ furnished prefinished with black satin premium catalyzed polyurethane finish. All hardware stainless steel. All exterior hardware tamper resistant.

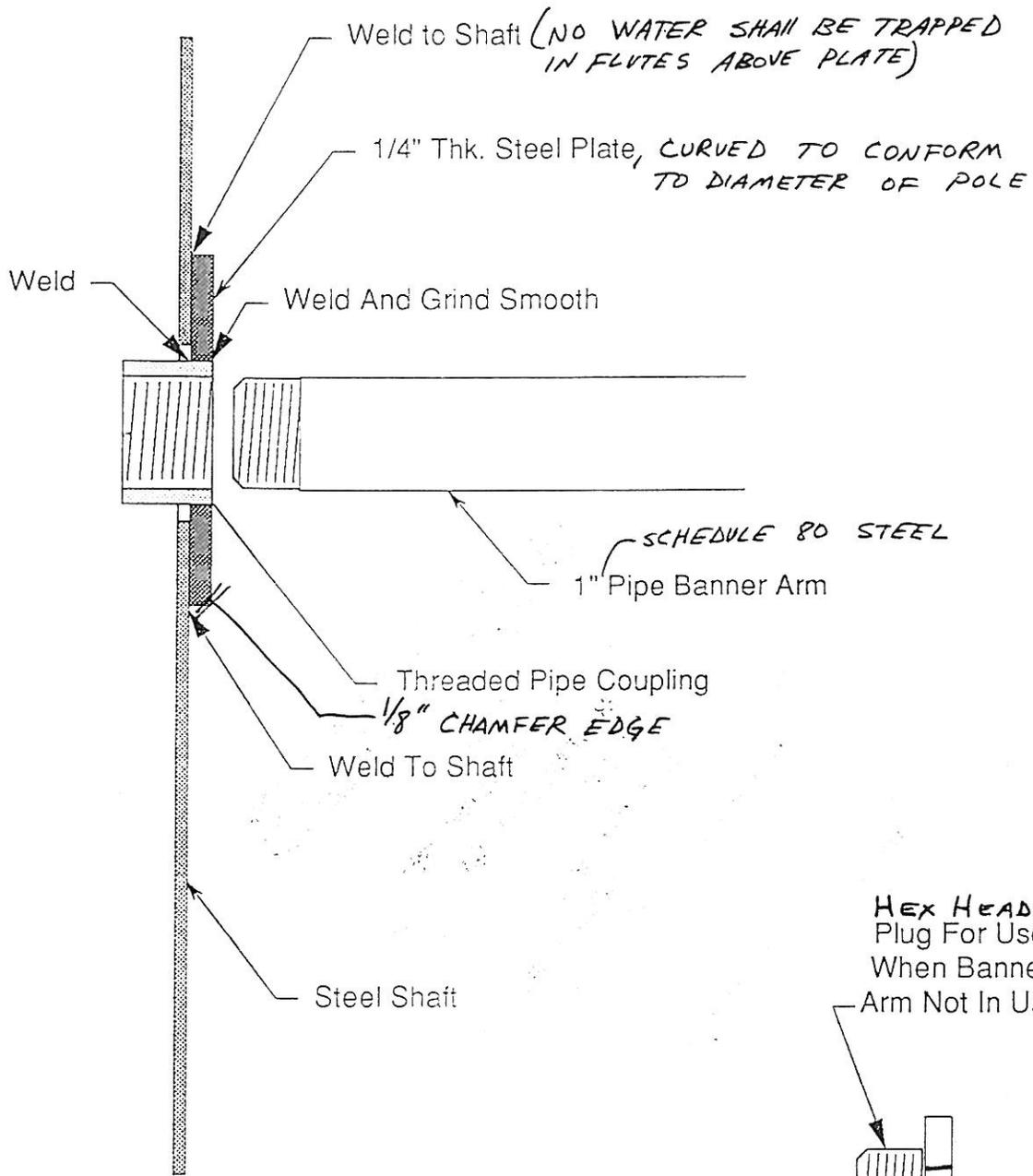
Post Height: 14'-0" Overall Height: 17'-5 1/2"  
 Base Diameter: 24" Light Center Height: 16'-0"

Catalog #  
 C14/24 CIS/PP-WPRT-2BA33/BK-WA25F/BK-S150/240-III

date: 12-10-92 scale: none dwg. no.: L-2258AR5

ANTIQUÉ Street Lamps, Inc.  
 9005 Cullen Lane Austin, Texas 78748 (512) 282-9780

512-9778444



SECTION VIEW

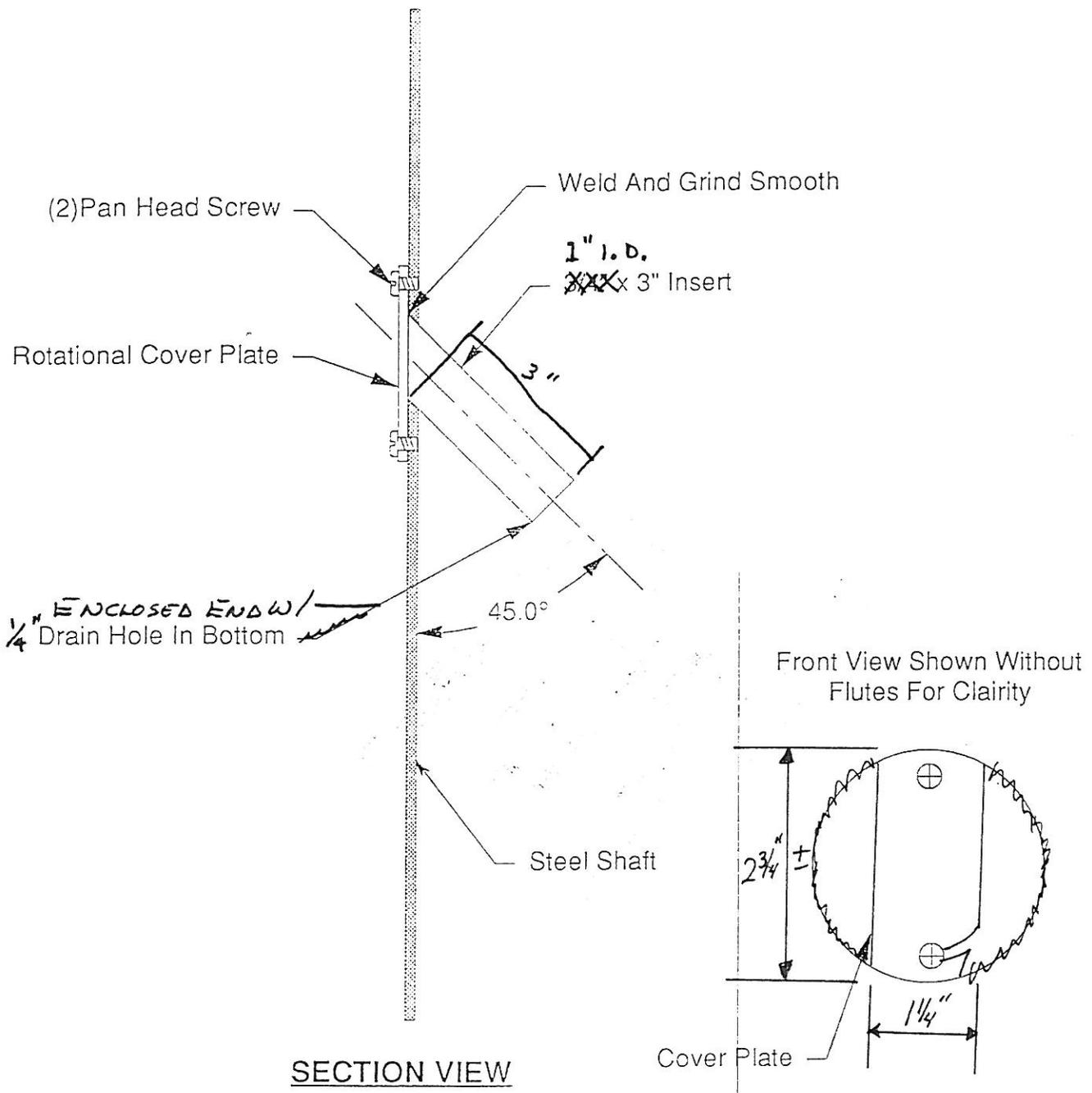


date: 12-10-92 scale: N.T.S.

dwg. no.: **D-068R1**

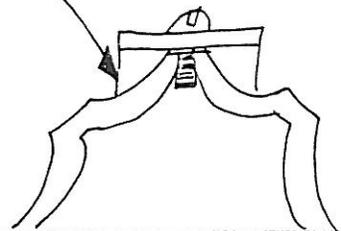
Wooster Banner Arm  
Mounting Detail

**ANTIQUE**  
Street Lamps, Inc.



TYPICAL ALL POLES

BUILD OUT  
TO MEET  
COVER PLATE  
(NO WATER TO  
BE TRAPPED  
IN FLUTE  
ABOVE PLATE)



|                   |               |
|-------------------|---------------|
| date: 12-10-92    | scale: N.T.S. |
| dwg. no.: D-069R1 |               |

Wooster Flag Pole Holder  
Mounting Detail

ANTIQUE  
Street Lamps, Inc.



## PRODUCT DESCRIPTION & SPECIFICATIONS

The LROF post-top fixture utilizes our patented thermal integrated trim ring for maximize heat dissipation. Available in multiple wattage and distribution versions, this fixture is able to replace existing 175W-250W HID's one-for-one. Each model delivers superior lumen output to illuminate your next downtown lighting project.

**INPUT VOLTAGE:** 120-277V or 347-480V

**LIGHT DISTRIBUTION:** Type 5 (Standard) or Type 3

**GLOBE:** Two-piece acrylic or polycarbonate lens

**COLOR TEMPERATURE:** 2,700K Warm, 4,000K Neutral (standard), 5,700K Cool

**DIMMING:** 0-10V standard

**SURGE PROTECTION:** 20kA surge suppressor standard

**WARRANTY:** 10 Year L70 performance based warranty

ETL Listed to UL 1598 / 8750 and CSA 22.2 No. 250 for Wet Locations

\*Meets Buy American requirements within the ARRA

### RING OF FIRE®

#### LROF - 1: 27W - Type III

|                             |       |
|-----------------------------|-------|
| Watts                       | 27    |
| Light Output (Lumens)       | 2,370 |
| Lumens per Watt (Efficacy)  | 88    |
| Color Rendering Index (CRI) | 84    |

Recommended 175W HID replacement

#### LROF - 2: 54W - Type V

|                             |       |
|-----------------------------|-------|
| Watts                       | 54    |
| Light Output (Lumens)       | 4,692 |
| Lumens per Watt (Efficacy)  | 86    |
| Color Rendering Index (CRI) | 84    |

Recommended 175W HID replacement

#### LROF - 3: 58W - Type III

|                             |       |
|-----------------------------|-------|
| Watts                       | 57    |
| Light Output (Lumens)       | 4,574 |
| Lumens per Watt (Efficacy)  | 80    |
| Color Rendering Index (CRI) | 84    |

Recommended 250W HID replacement

#### LROF - 4: 84W - Type V

|                             |       |
|-----------------------------|-------|
| Watts                       | 84    |
| Light Output (Lumens)       | 6,809 |
| Lumens per Watt (Efficacy)  | 81    |
| Color Rendering Index (CRI) | 84    |

Recommended 250W HID replacement

#### LROF - 5: 88W - Type III

|                             |       |
|-----------------------------|-------|
| Watts                       | 88    |
| Light Output (Lumens)       | 6,240 |
| Lumens per Watt (Efficacy)  | 71    |
| Color Rendering Index (CRI) | 84    |

Recommended 250W HID replacement

#### LROF - 6: 113W - Type V

|                             |       |
|-----------------------------|-------|
| Watts                       | 113   |
| Light Output (Lumens)       | 8,426 |
| Lumens per Watt (Efficacy)  | 74    |
| Color Rendering Index (CRI) | 84    |

Recommended 250W HID replacement

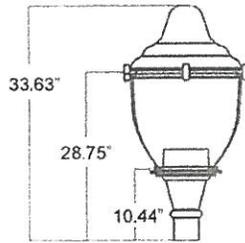


NATIONAL ASSOCIATION OF ELECTRICAL DISTRIBUTORS

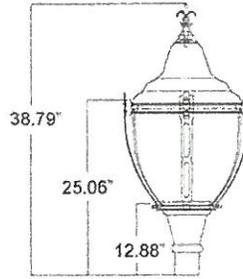
20 year L70 Luminaire Lifetime • 10 Year Unmatched Warranty • Lumecon ETD™ System for Superior Thermal Management

For more information, visit [www.lumecon.com](http://www.lumecon.com) or call 248.477.5009

# SPECIFICATIONS



\*LROF (standard)



\*LROF (decorative build)

Model #: LROF  
 Depth: 15.9"  
 Height: 25.06"  
 EPA: 1.4ft<sup>2</sup>  
 Weight: 22 lbs.

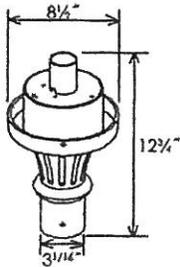
# ORDERING GUIDE

LROF Options / Ordering Example: LROF-1-1-NW-A-CL-8-X-X-X-B-X-X-X

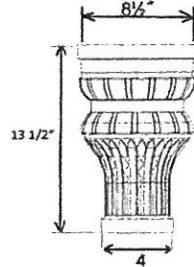
| WATTAGE / DISTRIBUTION TYPE | VOLTAGE         | COLOR TEMPERATURE | GLOBE MATERIAL    | TOP GLOBE COLOR         | GLOBE NECK SIZE |
|-----------------------------|-----------------|-------------------|-------------------|-------------------------|-----------------|
| 1 - 27W / Type III          | 1 - 120v - 277v | NW - Neutral      | A - Acrylic       | CL - Clear              | 8 - 8" Neck     |
| 2 - 54W / Type V            | 2 - 347v - 480v | CW - Cool         | P - Polycarbonate | B - Black               | 9 - 9" Neck     |
| 3 - 58W / Type III          |                 | WW - Warm         |                   | CC - Custom Color*      |                 |
| 4 - 84W / Type V            |                 |                   |                   | *Includes cutoff shield |                 |
| 5 - 88W / Type III          |                 |                   |                   |                         |                 |
| 6 - 113W / Type V           |                 |                   |                   |                         |                 |

| DECORATIVE STRUTS       | FITTER / BASE                | FINIAL           | PAINT COLOR           | PHOTOCELL               | SHIELD           | UPLIGHT LID                                      |
|-------------------------|------------------------------|------------------|-----------------------|-------------------------|------------------|--|
| X - None                | X - None                     | X - None         | B - Black             | X - None                | X - None         | X - None   |
| DS - Decorative Struts  | 1 - 8" Fitter for 3" OD Pole | S - Spike        | CC - Custom Color*    | PC1 - 120v              | H - House Shield | L - Perforated                                   |
|                         | 2 - 8" Fitter for 4" OD Pole | L - Fleur-De-Lis | *Will need RAL number | PC2 - 277v              |                  | C - Cut-Off*                                     |
| *Requires a fitter/base | 3 - 9" Fitter for 3" OD Pole |                  |                       | *Requires a fitter/base |                  | *Included on custom color top globe color orders |

# ACCESSORIES



Option 1 Fitter / Holder Base  
 Accepts 8" neck with 3" OD Pole



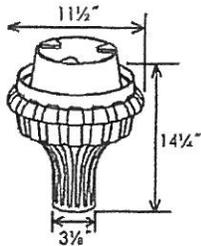
Option 2 Fitter / Holder Base  
 Accepts 8" neck with 4" OD Pole



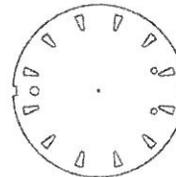
Spike Finial



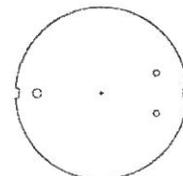
Fleur-De-Lis



Option 3 Fitter / Holder Base  
 Accepts 9" neck with 3" OD Pole



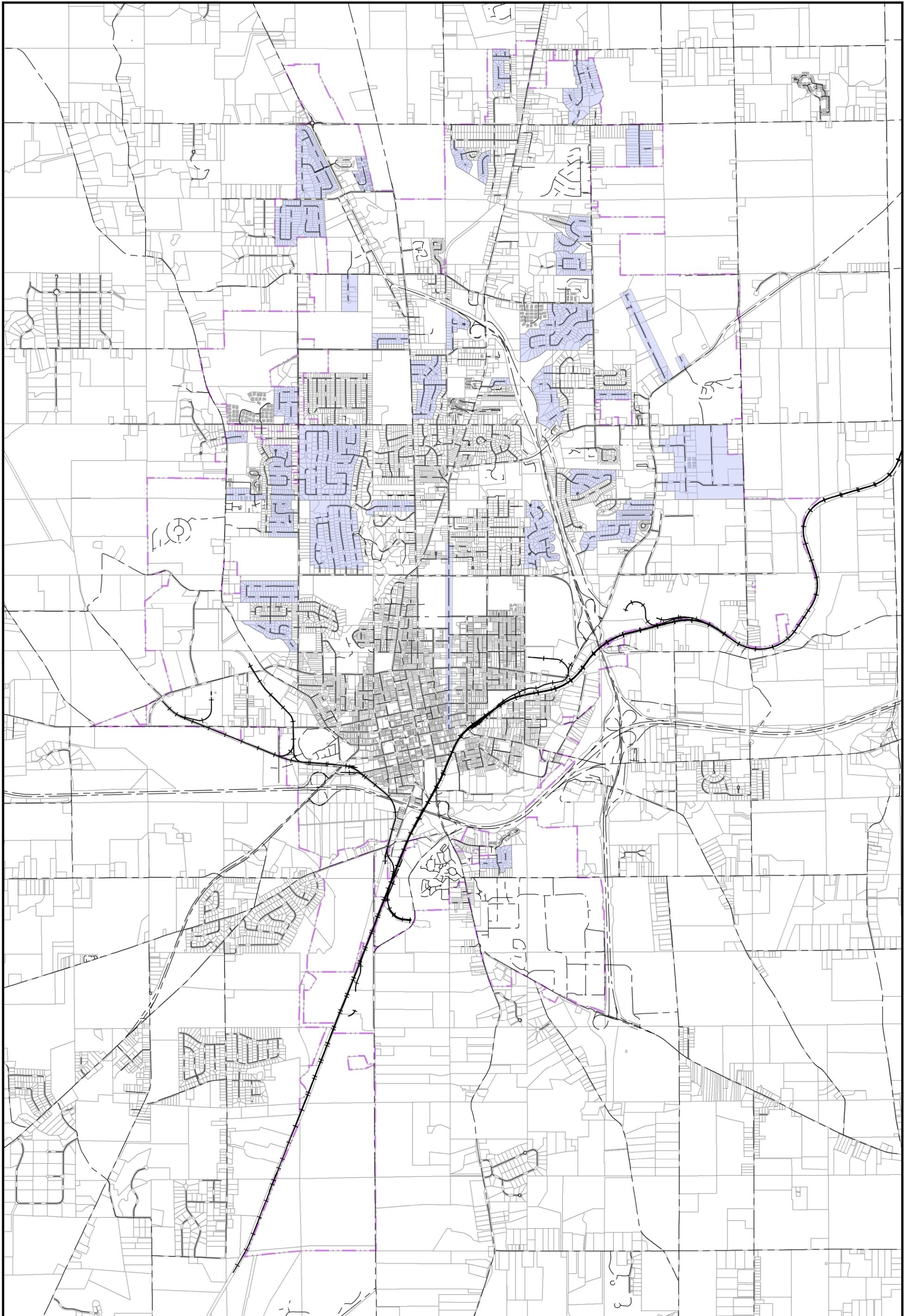
Perforated Lidelid



Cut-Off Lidelid

**APPENDIX D**

**CITY OF WOOSTER  
UNDERGROUND UTILITY DISTRICTS MAP**



**Legend**

- Street Centerline
- Underground Utility District
- Parcels
- - - Municipal Boundary

# CITY OF WOOSTER

## UNDERGROUND UTILITY DISTRICTS



1,500 750 0 Feet  
SCALE:  
1" = 3000'

## **APPENDIX E**

### **POLE WITH INTEGRAL BASE CABINET STANDARD DRAWING**

**NOTES:**

**1. NEW POLE INSTALLATIONS:**

- A. POLES SHALL BE INSTALLED AND MAINTAINED VERTICAL AND PLUMB.
- B. POLES SHALL BE ANCHORED ON A REINFORCED CONCRETE FOOTING / FOUNDATION PIER, DESIGNED BY A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF OHIO.

**2. FUNCTIONAL STREET LIGHT:**

- A. A FUNCTIONAL STREET LIGHT MAY BE REQUIRED, AS DETERMINED BY THE CITY ENGINEER.

**3. WIRING & CABLE MANAGEMENT:**

- A. ALL WIRING, CABLING, EQUIPMENT AND THEIR CONNECTIONS SHALL BE LOCATED INTERNALLY WITHIN THE POLE AND INTEGRAL BASE OR THE EQUIPMENT CABINET AND SHALL BE CONCEALED FROM VIEW.

**4. FINISHES:**

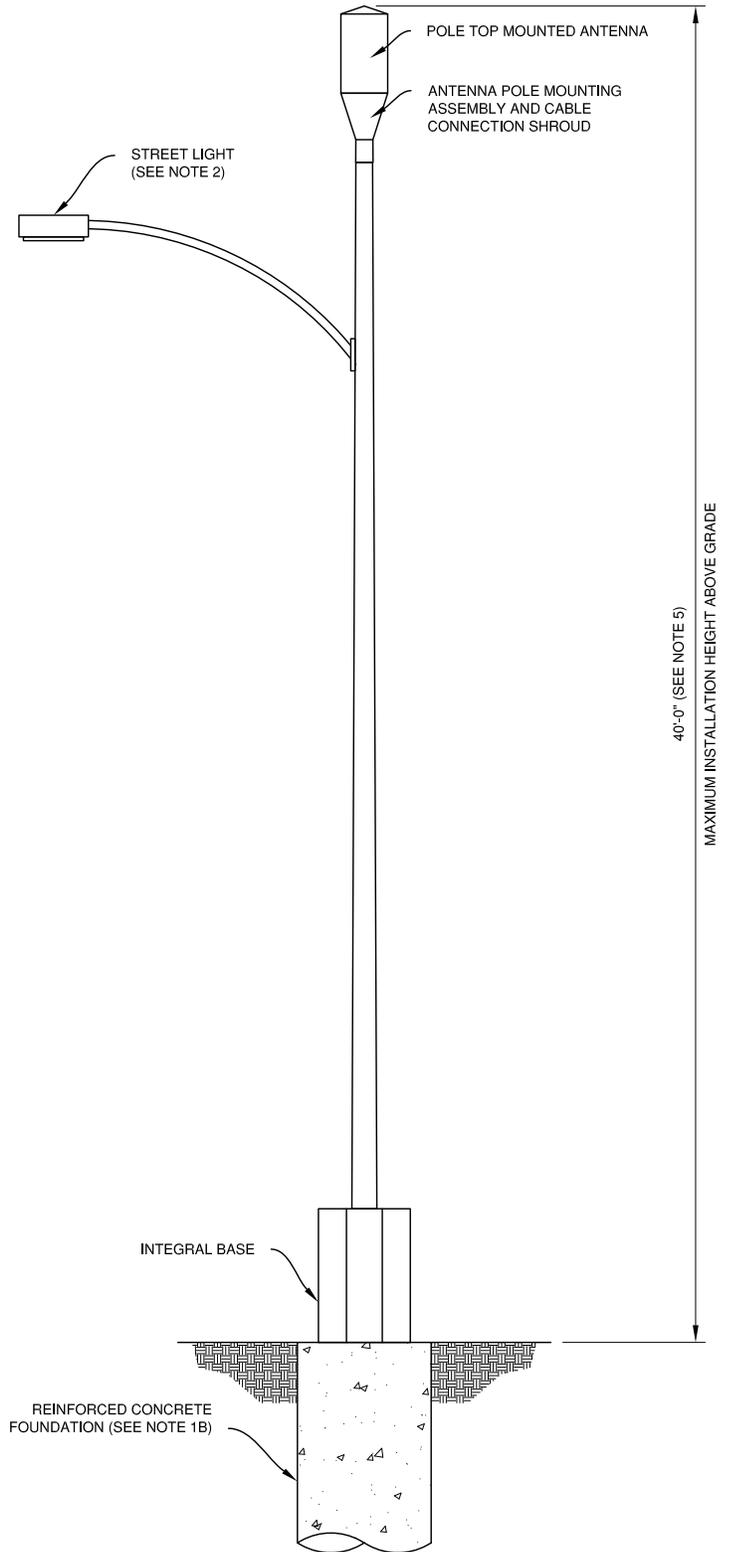
- A. ALL POLE MOUNTED ITEMS SHALL BE PAINTED AS DIRECTED BY THE CITY ENGINEER.

**5. HEIGHT:**

- A. IN CERTAIN DISTRICTS, THE MAXIMUM HEIGHT IS LIMITED TO 35'-0".

**6. POLE:**

- A. POLE SHALL BE OF THE SPECIFIC STYLE AND DESIGN SPECIFIED BY THE CITY ENGINEER AND SHALL BE MANUFACTURED BY STEALTH CONCEALMENT SOLUTIONS, INC., OR OTHER APPROVED EQUAL PRODUCT BY ANOTHER MANUFACTURER.



**NOTE 1:** THIS DETAIL IS VALID ONLY WHEN USED AS PRESENTED HERE, WITHOUT CHANGES, AND IN CONJUNCTION WITH ANY GENERAL NOTES AND/OR OTHER DETAILS WHICH MAY APPLY. ANY CHANGES TO THIS DETAIL SHALL FIRST BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

**NOTE 2:** BEFORE ANY EXCAVATING, CALL THE FOLLOWING NUMBERS AT LEAST 48 HOURS IN ADVANCE: O.U.P.S. @ (800) 362-2764 AND O.A.G.P.U.P.S. @ (800) 925-0988.

**City of Wooster : Division of Engineering**

538 N. Market Street Wooster, Ohio 44691  
 Phone: (330) 263-5236 Fax: (330) 263-5283

Roger Kobilarcsik, P.E.  
 City Engineer

**POLE WITH INTEGRAL  
 BASE CABINET**

CAD FILE:

SHEET:

DRWN BY: JAR    APPRVD BY: RVK    ISSUE DATE: 08/18    SCALE: NONE

**APPENDIX E**

| NO. | DATE | REVISION |  |  |  |
|-----|------|----------|--|--|--|
|     |      |          |  |  |  |
|     |      |          |  |  |  |
|     |      |          |  |  |  |
|     |      |          |  |  |  |
|     |      |          |  |  |  |

**APPENDIX F**

**WOOD POLE COLLOCATION  
STANDARD DRAWING**

**NOTES:**

**1. POLE ATTACHMENT:**

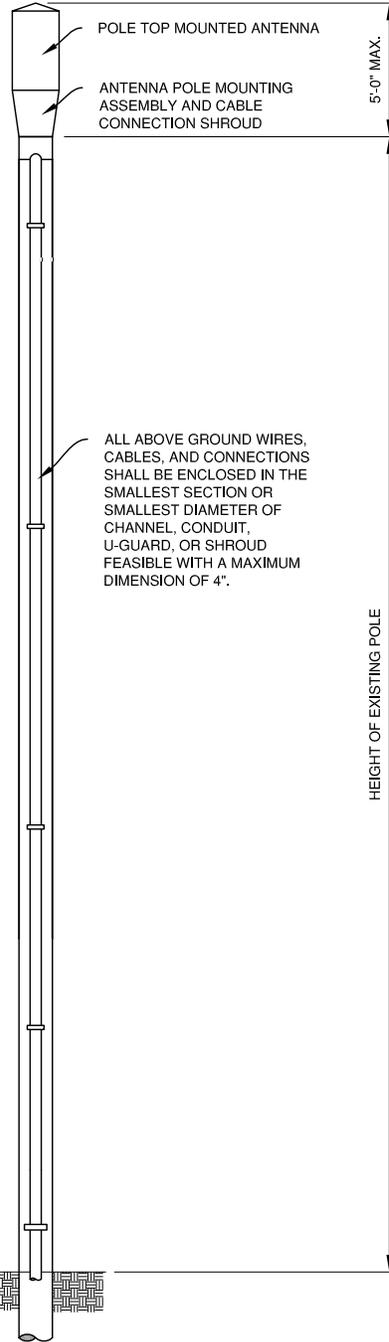
- A. ALL EQUIPMENT CABINETS AND / OR SHROUDS SHALL BE ATTACHED, AND / OR STRAPPED TIGHTLY TO THE POLE WITH A 4" MAXIMUM OFFSET.
- B. ALL CONDUIT SHROUDS SHALL BE STRAPPED TIGHTLY TO THE POLE AND SHALL NOT BE OFFSET FROM THE POLE.
- C. ALL POLE ATTACHMENT, ANCHORING, AND STRAPPING HARDWARE SHALL BE HOT-DIPPED GALVANIZED STEEL.

**2. WIRING & CABLE MANAGEMENT:**

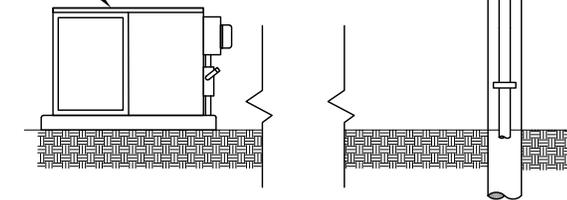
- A. ALL WIRING AND/OR CABLING AND THEIR CONNECTIONS SHALL BE CONCEALED FROM VIEW, SHALL NOT BE LOOSELY INSTALLED, LOOPED OR CONNECTED EXTERNAL OF SHROUDING.
- B. ALL SHROUDING SHALL BE ANCHORED AT EQUALLY SPACED INTERVALS TO KEEP THE CONDUIT STRAIGHT AND TAUT AGAINST THE POLE.
- C. OPEN WIRING AND/OR CABLING ENCLOSURES SHALL NOT BE PERMITTED OR INSTALLED.

**3. RESTRICTIONS ON USE:**

- A. EXISTING WOOD POLES MAY BE UTILIZED AS WIRELESS SUPPORT STRUCTURES ONLY IN UNDERGROUND DISTRICTS OR WHERE OTHERWISE APPROVED FOR USE BY THE CITY ENGINEER. NEW WOOD POLES ARE PROHIBITED.



STAINLESS STEEL GROUND-MOUNTED EQUIPMENT CABINET



**NOTE 1:** THIS DETAIL IS VALID ONLY WHEN USED AS PRESENTED HERE, WITHOUT CHANGES, AND IN CONJUNCTION WITH ANY GENERAL NOTES AND/OR OTHER DETAILS WHICH MAY APPLY. ANY CHANGES TO THIS DETAIL SHALL FIRST BE SUBMITTED TO AND APPROVED BY THE CITY ENGINEER.

**NOTE 2:** BEFORE ANY EXCAVATING, CALL THE FOLLOWING NUMBERS AT LEAST 48 HOURS IN ADVANCE: O.U.P.S. @ (800) 362-2764 AND O.A.G.P.U.P.S. @ (800) 925-0988.

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Phone: (330) 263-5236

Fax: (330) 263-5283

Roger Kobilarcsik, P.E.  
City Engineer

| NO. | DATE | REVISION |  |  |  |
|-----|------|----------|--|--|--|
|     |      |          |  |  |  |
|     |      |          |  |  |  |
|     |      |          |  |  |  |
|     |      |          |  |  |  |

**WOOD POLE COLLOCATION**

CAD FILE:

SHEET:

|                 |                   |                      |                |
|-----------------|-------------------|----------------------|----------------|
| DRWN BY:<br>JAR | APPRVD BY:<br>RVK | ISSUE DATE:<br>08/18 | SCALE:<br>NONE |
|-----------------|-------------------|----------------------|----------------|

APPENDIX F