



Trustees: Dennis P. Deters, Melinda A. Rinehart, Jeffrey F. Ritter
Fiscal Officer: Heather E. Harlow • **Administrator:** James M. Rowan

**Regular Meeting of the Board of Trustees
September 9, 2014**

1. Opening of Meeting
2. Executive Session 5:00 PM
3. Pledge of Allegiance 6:00 PM
4. Approval of Minutes
5. Presentations
6. Public Safety Reports
7. Trustees' Report
8. Citizen Address
9. Public Hearing

Demolition of the Condemned Structure at 3777 Poole Road

Preliminary Development Plan for Snows Lake located at 4344 Dry Ridge

10. New Business

Public Services

Public Services

Parks

Taste Of Colerain ReportsInformation

Recycle Day – Saturday September 20th, 2014Information

Zoning

Nuisance AbatementAction

Administration

Approval of Employment AgreementAction

Approval of Contract Addendum with Cincinnati Bell Technology Solutions.....Action

Approval of Interfund TransfersAction

Approval of HR Document Management SolutionAction

Fiscal Officer's Report

12. Executive Session - if needed
13. Adjournment

Resolution # 53-14

COLERAIN

NEW BUSINESS

Department: Public Services 09/09/2014

Department Head: Kevin Schwartzhoff

1. Action

I. Parks and Services

II. Public Works

2. Information

III. Parks and Services

a. Taste of Colerain Report

b. Recycle Day – Saturday, September 20, 2014 from 8AM to 2PM.

NEW BUSINESS

Department: Building, Planning & Zoning

Department Head: Geoffrey G. Milz, AICP

1. Public Hearings

i. Public Hearing on the Demolition of the Condemned Structure at 3777 Poole Road

ii. Public Hearing on a Preliminary Development Plan for Snow's Lake located at 4344 Dry Ridge.

2. Action (Include rationale)

a. Personnel

b. Policy

c. Other

i. Nuisance Abatement Resolution:

Nuisance properties, having been properly noticed, require abatement.



To: Chief Bruce Smith
From: Fire Inspector James Bowman
Re: 3777 Poole Rd.
510-0092-0029-00
Date: June 9, 2014

On June 9, 2014 I visited the property located at 3777 Poole Rd in Colerain Township to evaluate this structure for unsafe conditions. 3777 Poole Rd is vacant and unsafe. The property and uninhabitable in its current condition and poses a fire risk. This structure has been damaged by water in the basement and suffers from neglect.



Colerain Township • 4200 Springdale Road • Colerain Township, Ohio 45251
www.coleraintwp.org • Phone (513) 385-7500 • Fax (513) 245-6503

Trustees: Dennis P. Deters, Melinda A. Rinehart, Jeffrey F. Ritter
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COLERAIN

Certified Mail # 7007 0220 0000 7437 7453
Receipt Requested



**HAMILTON COUNTY
PUBLIC HEALTH**

PREVENT. PROMOTE. PROTECT.

*Timothy I. Ingram
Health Commissioner*

*250 William Howard Taft Road, 2nd Floor
Cincinnati, OH 45219*

*Phone 513.946.7800
Fax 513.946.7890*

hamiltoncountyhealth.org

Notice of Violation Notice of Condemnation

6/5/2014

JOANNE CLINE & ROBERT NIPPER
3777 POOLE RD
CINCINNATI, OH 45251

Re: 3777 Poole Rd Colerain Township Nuisance Report #40036

Dear Mr Nipper and Ms Cline:

A site investigation was conducted on June 4, 2014 at the above referenced property in response to a complaint received by Hamilton County General Health District. This letter details the observations made during the investigation, existing violations of the Ohio Revised Code (ORC), the Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67, and corrective actions required to obtain compliance with the applicable regulations.

Observations

On June 4, 2014, the home was entered on authority granted through a search warrant, which was obtained earlier in the day. The home was observed in poor repair and very unsanitary. The home had a strong odor of cat urine and cat feces. Cat waste was observed in almost every room on the floor, cabinetry, furniture, and bathroom fixtures. Many cats were observed throughout the home (estimates put the count above 20), some with poor health. Used adult diapers were observed accumulated in the bathroom. The basement was observed flooded with about 3 feet of sewage water. All exposed porous surfaces in the basement (drywall, wood) were observed with heavy possible mold growth. The sewage water was observed extending outside the home into a back stairwell that was heading to the basement. Extension cords and a garden hose were observed in the home; the purposes of these were unknown, but it is assumed they were delivering water and electricity to areas of the home due to these facilities not being in good repair. A heavy fly infestation was observed throughout the home. Water damage was observed on the ceiling of the sunroom. The bedrooms and bathroom were observed cluttered with poor ability to exit in the event of an emergency. A copy of the search warrant was left inside the home. In addition, the following photographs were taken during the inspection(s):



Animal and solid waste accumulation, unsanitary conditions in living room (TS, 06/04/14)



Animal and solid waste accumulation, unsanitary conditions in dining room (TS, 06/04/14)



Animal and solid waste accumulation, unsanitary conditions in kitchen (TS, 06/04/14)



Sewage water accumulation and possible mold accumulation in basement (TS, 06/04/14)

Violations

ORC 3707.01 states: “The board of health of a city or general health district shall abate and remove all nuisances within its jurisdiction. It may, by order, compel the owners, agents, assignees, occupants, or tenants of any lot, property, building, or structure to abate and remove any nuisance therein, and prosecute such persons for neglect or refusal to obey such orders.”

You are currently in violation of **Hamilton County District Board of Health Environmental Sanitation Regulation No. 1-67:**

- 4.1 - Every dwelling unit shall contain a kitchen sink which is properly connected to a

water and sewer system approved by the Health Commissioner.

- 4.2 - Every dwelling unit shall contain a room which affords privacy to a person within such room and which is equipped with a flush water closet, a lavatory and a bathtub or shower, connected to a water and sewer system approved by the Health Commissioner.
- 4.6 - All plumbing shall be properly installed and maintained in good working condition, free from defects, leaks, and obstructions.
- 4.7 - Every dwelling unit shall be supplied with adequate rubbish storage facilities, type and location of which are acceptable to the Health Commissioner and shall be disposed of in a manner acceptable to the Health Commissioner.
- 4.8 - Every dwelling unit shall have adequate garbage disposal facilities, type and location of which are acceptable to the health commissioner and shall be disposed of in a manner acceptable to the health commissioner.
- 4.9 - Every dwelling shall have a safe unobstructed means of egress leading to a safe and open outdoor space at ground level.
- 4.15 - Exterior property areas and accessory structures shall be free from health, fire, and accident hazards, and vermin, insect and rodent harborage and conditions which might create a nuisance.
- 4.16 - The interior of every structure used for human habitation shall be free from insect, rodent, and vermin infestation.
- 4.17 - Every foundation floor, ceiling, wall and roof shall be reasonably weathertight and rodent proof. Where excessive dampness exists, corrective measures shall be required to relieve this dampness.
- 4.20 - Where there is electric service available from power lines which are not more than 300 feet away from a dwelling, every habitable room of such dwelling shall contain at least two separate floor or wall-type electric convenience outlets or one such convenience outlet and one supplied ceiling-type electric light fixture; and every water closet compartment, bathroom, laundry room, furnace room, and public hall shall contain at least one supplied ceiling-or-wall-type electric light fixture. Every such outlet and fixture shall be properly installed, shall be maintained in good and safe working condition, and shall be connected to the source of electric power in a safe manner.
- 4.29 - No owner shall occupy or let to any other occupant any vacant dwelling unit unless it is clean, sanitary, and fit for human occupancy.
- 4.31 - Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he occupies and controls.

Furthermore, you are currently in violation of ORC Section 3701.01 – Public Health Nuisance.

Pursuant to ORC 3707.99 this/these violation(s) constitute a minor misdemeanor on the first offense and a misdemeanor of the fourth degree on each subsequent offense, if you are found guilty of the original misdemeanor.

In addition, your home is condemned and considered unfit for human habitation under the authority of the Hamilton County General Health District. Environmental Sanitation Regulation No. 1-67 states:

6.1 Any dwelling or dwelling unit which shall be found to have any of the following defects shall be condemned as unfit for human habitation and shall be so designated and placarded by the health commissioner.

- (a) One which is so damaged, decayed, dilapidated, insanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or of the public.
- (b) One that lacks illumination, ventilation or sanitation facilities adequate to protect the health or safety of the occupants or of the public.
- (c) One which because of its general condition or location is insanitary, or otherwise dangerous to the health or safety of the occupants or of the public.

Required Corrective Action

As the owner of the property, you are responsible for maintaining the property in a clean and sanitary condition. You must take the following actions:

1. *Remove all garbage and animal waste from the home. All garbage and waste shall be disposed of in an approved manner. Rooms shall be uncluttered and sanitary.*
2. *All flooring in the home (such as carpet, wood, or tile) shall be removed. The subfloor shall be treated and sealed to abate animal waste odors. There shall be no animal waste odors present in the home.*
3. *All drywall and/or plaster throughout the home shall be removed. If the framing of the home cannot be adequately sealed to abate animal waste odors, it shall be removed. There shall be no animal waste odors present in the home.*
4. *All waste and debris removed from home shall not cause a nuisance to the neighboring properties. Waste stored outdoors shall be stored to minimize odors.*
5. *Ensure any water leaks from the roof (such as in the sunroom) are fixed.*
6. *Ensure electrical system is in good repair and all outlets and switches are working properly. Ensure any permits are obtained and inspections are passed to complete this work.*
7. *All plumbing (water supply and waste lines) shall be fixed and in good working order. If permits are required to fix the issues, ensure those permits are obtained and inspections are passed.*
8. *All sewage shall be conveyed and treated in an approved manner. The septic system shall be functioning in good repaired and approved by Hamilton County Public Health's Water Quality Division.*
9. *Remove all standing water from the basement in an approved manner. Ensure basement water is sent to be treated by an approved sewage treatment system (i.e. water shall be hauled from the site and treated).*
10. *Remove all drywall and framing in the basement. Ensure any support beams/structures in the basement are in good repair and still capable of adequately supporting the structure.*
11. *Clean and sanitize all fixtures, cabinetry, and equipment in the home. If the listed items cannot be cleaned to sight and touch, the items shall be removed from the home and disposed of in an approved manner.*
12. *While cats and dogs are not permitted in the home while it is condemned, any future pets shall have adequate pet waste accumulation areas. Litter boxes shall be cleaned regularly*

and animal waste shall be removed from the home and disposed of in an approved manner (such as through weekly garbage service). There shall be at least 1 litter box per cat in the home.

13. If home is to be demolished, it shall be done with all appropriate permits and as to not create a nuisance. If home is demolished, the septic system shall be properly abandoned with all permits obtained from Hamilton County Public Health.

The above actions must be completed before the home is occupied. Failure to do so may result in referral of this case to the Environmental Division at the Office of the Hamilton County Prosecuting Attorney.

A re-inspection of the property by the Environmental Health Division of Hamilton County Public Health will be conducted at the request of the property owners to ensure corrective actions have been made to remedy the situation. In addition, continued surveillance of the property will be conducted to verify compliance.

Please feel free to contact me if you have any questions or concerns at (513) 946-7839.

Sincerely,



Scott Puthoff, RS
Supervisor
Environmental Health Division

CC: Tim Ingram, Health Commissioner
Nee Fong Chin, Chief Assistant Prosecuting Attorney, Hamilton County
Greg Kesterman, Assistant Health Commissioner
Jeremy Hessel, Environmental Health Director
Greg Cassiere, Water Quality Supervisor
Geoff Milz, Director of Building, Planning, & Zoning, Colerain Township
Mark Denney, Chief of Police, Colerain Township
G. Bruce Smith, Fire Chief, Colerain Township
Mike Retzlaff, Director of Operations, SPCA Cincinnati

**PROJECT
SUMMARY:**

The applicant proposes to redevelop the subject property to allow for a lake-front restaurant.

PROJECT HISTORY:

The subject property was dilapidated and condemned by the Hamilton County Health Department. The structures were ordered demolished by the Colerain Township Trustees. The former owner, as part of bankruptcy proceedings, sold the property to Mr. & Mrs. Fehring. Since purchasing the property, the Fehring's have demolished the building, graded the site and begun to reclaim the lakefront with rip-rap and stone.

On July 15, 2014 the Colerain Township Zoning Commission voted 5-0 to recommend approval of the Preliminary Development plan with the conditions listed in the recommendation section below.

**CONFORMANCE
WITH
COMPREHENSIVE
PLAN:**

The subject property is located in Character Area 4: Pebble Creek/Dry Ridge of the Colerain Township Comprehensive Plan.

The Comprehensive Plan's vision for the area is that "Pebble Creek/Dry Ridge will be the terminus for much of the nonresidential growth along Colerain Avenue. Expansion of new high-density residential development will also be limited because of the prevalence of steep slopes on the western side of this area and the overall lack of access to major roadways. The focus of new development will be single-family detached housing on large lots or clustered development that will preserve an extensive amount of greenspace"

In the comprehensive plan, this property is located at the nexus of two land use areas: "Commercial Corridor" and "Suburban Neighborhood". The property has been in use as a restaurant, tavern and pay lake for many years. It has been a non-conforming use since at least 2006 when the new zoning resolution was adopted. I believe that limiting commercial development at the entrance to the Donauschwaben Club is a prudent choice and the proposed development is in keeping with the intent of the comprehensive plan especially in this specific instance given the history of the parcel.

**CONFORMANCE
WITH LAND USE
PLAN:**

The land use plan has identified this parcel as "transitional mixed use" which is described as "Detached or attached housing, low intensity office (such as conversion of single family residence) and related compatible uses (excluding retail and industrial) that provide a transition between residential uses and other types of development. Typically 1 and 2 story structures with scale, massing, intensity, layout and specifications compatible with site constraints and character of surrounding residential development."

The use proposed is a restaurant which is compatible with the surrounding uses including the social club, office and residential uses. Locally-owned, neighborhood restaurants are often considered an asset to communities, and an amenity to neighborhoods. The way the site plan is proposed, it provides a buffer to the homes located on Raeanne and, considering the size of the parcel (10.5 acres), represents a relatively low intensity use.

OTHER AGENCY Hamilton County Regional Planning Commission

REPORTS: The Regional Planning Commission voted unanimously to approve the project with the following conditions:

1. That the preservation of a wooded area of at least 15% of the total lot area shall be dedicated as common openspace in accordance with Table 9-2 of the Colerain Township Zoning Resolution.
2. That a photometric plan shall be submitted showing compliance with Section 12.9.4 of the Colerain Township Zoning Resolution
3. That the number of parking spaces shall comply with the requirements of Table 13-1 of the Colerain Township Zoning Resolution.
4. That a site plan shall be submitted showing compliance with required wheel stops or continuous curbs as required in Article 13 of the Colerain Township Zoning Resolution.
5. That the site shall be restricted to one access drive way off Dry Ridge Road and that its location shall follow a separation of 50 feet from existing intersections as required in Section 13.4.1(F) of the Colerain Township Zoning Resolution
6. That sidewalks and walkway connections shall be installed as required in Section 13.4.2 of the Colerain Township Zoning Resolution.
7. That a streetscape buffer width, tree species, and landscaping shall comply with Section 14.5.1 of the Colerain Township Zoning Resolution.
8. That a 30 foot buffer shall be installed along the portion of the western property line adjacent to areas of improvement in accordance with the requirements of section 14.5.2 of the Colerain Township Zoning Resolution
9. That landscaped islands shall be installed in compliance with Section 14.6.2 of the Colerain Township Zoning Resolution
10. That any signage planned shall comply with Article 15 of the Colerain Township Zoning Resolution.
11. That a vegetative buffer including 6 canopy or evergreen trees shall be installed in areas that separate the north edge of the site's parking lot from Snow's Lake

Hamilton County Stormwater & Infrastructure

1. See attached letter

Colerain Township Fire Department

1. No concerns

Hamilton County GIS

1. No response

Hamilton County Soil & Water Conservation District

1. The District has no objection to the proposed development plan however it is expected that the project would require an earthwork permit.

ODOT

1. No response

Hamilton County Engineer

1. No landscaping, screening or obstructions shall be permitted in the public right-of-way.
2. The owner must dedicate enough property to create a right-of-way in fee which shall have a minimum width of forty feet from the center line along the Dry Ridge Road frontage in accordance with the Hamilton County Throughfare Plan.
3. Grading within the ROW must conform to the most appropriate Hamilton County typical section. Any grading plan having an effect on the public ROW must be reviewed and approved by the Hamilton County Engineer's Office. ROW clearing and grading must occur during the initial phase of construction to facilitate utility relocation operations
4. Locations of driveways and movements from said locations shall be consistent with the previously approved Hamilton County Access Management Permit for this site

Metropolitan Sewer District

1. The township has not received evidence that the project has been given conditional availability of sewer approval

DISCUSSION:

Per Section 4.5.3 (A), seven criteria should be satisfied before the approval of a PDP:

1.	The PD District and preliminary development plan are consistent with the adopted Colerain Township Land Use Plan and Colerain Township Comprehensive Plan.	See discussion above.
2.	The proposed uses will have a beneficial effect on the community.	Locally-owned, neighborhood restaurants are often considered an asset to communities, and an amenity to neighborhoods.
3.	The internal streets and primary and secondary roads that are proposed properly interconnect with the surrounding existing road network.	No public roads are proposed.
4.	The site will be accessible from public roads that are generally adequate to carry the traffic that will be imposed upon them by the proposed development and the streets and driveways on the site will be adequate to serve the residents or occupants of the proposed development.	The property is located on a county highway. Hamilton County Engineer's Office recommended additional dedication of right-of-way and that additional ROW is shown on the site plan.
5.	The minimum common open space areas have been designated and shall be duly transferred to a legally established homeowners association, where applicable, or have been dedicated to, and accepted by, Colerain Township or another public or quasi-public agency as provided in §9.3.7.	There is no proposal for the dedication of common open space. This must be resolved by designating at least 15% or 1.575 acres as openspace on the property before FDP approval and shown on a revised copy of the Preliminary Development Plan. An easement must be recorded per §9.3.7.
6.	The preliminary development plan is consistent with the intent and purpose of the Zoning Resolution and in particular the furtherance of the purpose of the PD District as set forth in §9.3.1.	The implementation of the proposed Preliminary Development Plan with the proposed conditions will result in a high quality development that provides a community amenity
7.	The preliminary development plan has been transmitted to all other agencies and departments charged with responsibility of review.	The plan has been transmitted to all appropriate agencies for review.

The Final Development Plan will address landscaping, lighting, signage, parking, circulation and other design considerations. It is important to note that the Preliminary Development Plan addresses building location, uses, density, intensity, yard requirements, and area and frontage requirements.

RECOMMENDATION: Staff recommends approval of the PDP with the following conditions:

Conditions:

1. The applicant shall designate at least 15% or 1.575 acres as Common Open Space on the property before FDP approval and submit a revised copy of the Preliminary Development Plan. An easement must be recorded per §9.3.7.
2. That the number of parking spaces shall comply with the requirements of Table 13-1 of the Colerain Township Zoning Resolution.
3. That a site plan shall be submitted showing compliance with required wheel stops or continuous curbs as required in Article 13 of the Colerain Township Zoning Resolution.
4. That sidewalks and walkway connections shall be installed as required in Section 13.4.2 of the Colerain Township Zoning Resolution.
5. That a streetscape buffer width, tree species, and landscaping shall comply with Section 14.5.1 of the Colerain Township Zoning Resolution.

6. That landscaped islands shall be installed in compliance with Section 14.6.2 of the Colerain Township Zoning Resolution
7. That any signage planned shall comply with Article 15 of the Colerain Township Zoning Resolution.
8. That a vegetative buffer be included in areas that separate the north edge of the site's parking lot from Snow's Lake. The vegetative buffer shall include an appropriate combination of canopy trees, evergreen trees, shrubs and other landscaping.

NEW BUSINESS

Department: Administration

Department Head: James Rowan & Frank Birkenhauer

Action:

I. Approval of Employment Agreement

Recommend approval of Employment Agreement with Frank Birkenhauer as Assistant Administrator/Director of Economic Development effective October 26, 2014 through December 31, 2017.

II. Approval of Contract Addendum with Cincinnati Bell Technology Solutions

Authorize Administrator to enter into contract addendum with Cincinnati Bell Technology Solutions for a period of 36 months for the purpose of upgrading phone services. The increase associated with the contract addendum shall not exceed \$50,000 and is subject to final approval by legal counsel.

III. Approval of Interfund Transfers

Recommend approval of the Interfund Transfers as presented.

IV. Approval of HR Document Management Solution

Recommend approval of the HR Document Solution as presented.



ADDENDUM #02640025

TO

SERVICES AGREEMENT #56843.3

BETWEEN

CINCINNATI BELL TELEPHONE COMPANY LLC & COLERAIN TOWNSHIP

This Addendum is made and entered into between Cincinnati Bell Telephone Company LLC, an Ohio limited liability company, on behalf of its' affiliates and subsidiaries, with its principal place of business at 221 East Fourth Street, Cincinnati, Ohio 45202 (collectively "Cincinnati Bell") and Colerain Township, a(n) _____ company, having its principal place of business at 4200 Springdale Road, Cincinnati, OH 45251 ("Customer"). This Addendum shall be attached to and is hereby incorporated by reference into the Services Agreement #56843.3 executed on or about June 3, 2009 (the "Agreement") and all Addendums thereto executed by Cincinnati Bell and Customer.

WHEREAS, Cincinnati Bell and Customer desire to amend the Agreement in the manner and on the terms set forth herein;

WHEREAS, for the purposes of and for the services described in this Addendum only, the following terms and conditions are in addition to those of the Agreement and apply;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Cincinnati Bell and Customer hereby agree that the Agreement shall be and hereby is amended as follows:

1. Upon execution of this Addendum #02640025, Customer's monthly recurring cost shall increase from \$4020.85 to \$5,233.10 for the duration of the Renewal Term (as defined in Section 2 below).
2. The Agreement, Section A ("Service Pricing") is hereby **DELETED** in its entirety and shall be **REPLACED** by the following:

Qty	Units	Description	Term	Per Unit Monthly	Monthly	Per Unit One-time	One-time
Service Address: 11474 Colerain Ave., Cincinnati, OH 45252							
2	Each	1FB - Renewal	36 Months	\$25.00	\$50.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit without T1 - (5 to 18 user) includes 1500 min LD - 3 cents overage rate	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit - (5 to 18 user) QoS Router - 24 Port switch	36 Months	\$20.00	\$20.00	\$0.00	\$0.00
5	Each	Emerge Premium User - w/Voicemail	36 Months	\$8.65	\$43.25	\$0.00	\$0.00
5	Each	Emerge Polycom VVX 310 IP Phone Rental	36 Months	\$8.00	\$40.00	\$0.00	\$0.00
Service Address: 11865 Colerain Ave., Cincinnati, OH 45252							
1	Each	1FB - Renewal	36 Months	\$25.00	\$25.00	\$0.00	\$0.00
1	Each	CB Ethernet Services 10 Mbps Initial	36 Months	\$250.00	\$250.00	\$0.00	\$0.00
1	Each	CB Ethernet Services PVC/VLAN	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit without T1 - (5 to 18 user) includes 1500 min LD - 3 cents overage rate	36 Months	\$15.00	\$15.00	\$0.00	\$0.00

1	Each	Emerge Starter Kit - (5 to 18 user) QoS Router - 24 Port switch	36 Months	\$20.00	\$20.00	\$0.00	\$0.00
5	Each	Emerge Premium User - w/Voicemail	36 Months	\$8.65	\$43.25	\$0.00	\$0.00
5	Each	Emerge Polycom VVX 310 IP Phone Rental	36 Months	\$8.00	\$40.00	\$0.00	\$0.00
1	Each	Platinum 10Mb	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	CB Ethernet Services 10 Mbps Additional	36 Months	\$50.00	\$50.00	\$0.00	\$0.00
1	Each	CB Ethernet Services eVolve, voice PVC/VLAN	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
Service Address: 9541 Colerain Ave., Cincinnati, OH 45251							
1	Each	ZoomTown w/ Dynamic IP	36 Months	\$45.00	\$45.00	\$0.00	\$0.00
1	Each	1FB - Renewal	36 Months	\$25.00	\$25.00	\$0.00	\$0.00
Service Address: 9521 Colerain Ave., Cincinnati, OH 45251							
1	Each	Fioptics HSI - 10Mb/2Mb with 1 Static IP	36 Months	\$99.95	\$99.95	\$0.00	\$0.00
Service Address: 3360 W Galbraith Rd., Cincinnati, OH 45239							
2	Each	1FB – Renewal	36 Months	\$25.00	\$50.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit without T1 - (5 to 18 user) includes 1500 min LD - 3 cents overage rate	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit - (5 to 18 user) QoS Router - 24 Port switch	36 Months	\$20.00	\$20.00	\$0.00	\$0.00
8	Each	Emerge Premium User - w/Voicemail	36 Months	\$8.65	\$69.20	\$0.00	\$0.00
8	Each	Emerge Polycom VVX 310 IP Phone Rental	36 Months	\$8.00	\$64.00	\$0.00	\$0.00
Service Address: 6000 Thompson Rd., Cincinnati, OH 45247							
1	Each	1FB – Renewal	36 Months	\$25.00	\$25.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit without T1 - (5 to 18 user) includes 1500 min LD - 3 cents overage rate	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit - (5 to 18 user) QoS Router - 24 Port switch	36 Months	\$20.00	\$20.00	\$0.00	\$0.00
6	Each	Emerge Premium User - w/Voicemail	36 Months	\$8.65	\$51.90	\$0.00	\$0.00
6	Each	Emerge Polycom VVX 310 IP Phone Rental	36 Months	\$8.00	\$48.00	\$0.00	\$0.00
Service Address: 4160 Springdale Rd., Cincinnati, OH 45251							
1	Each	1FB – Renewal	36 Months	\$25.00	\$25.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit without T1 - (5 to 18 user) includes 1500 min LD - 3 cents overage rate	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit - (5 to 18 user) QoS Router - 24 Port switch	36 Months	\$20.00	\$20.00	\$0.00	\$0.00
26	Each	Emerge Premium User - w/Voicemail	36 Months	\$8.65	\$224.90	\$0.00	\$0.00

26	Each	Emerge Polycom VVX 310 IP Phone Rental	36 Months	\$8.00	\$208.00	\$0.00	\$0.00
Service Address: 4160 Springdale Rd., Cincinnati, OH 45251							
4	Each	1FB - Renewal	36 Months	\$25.00	\$100.00	\$0.00	\$0.00
1	Each	FUSE Dedicated - 100 MB over CB Ethernet Services	36 Months	\$1,000.00	\$1,000.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit without T1 - (37 or more user) includes 1500 min LD - 3 cents overage rate	36 Months	\$15.00	\$15.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit - (37 or more user) QoS Router - (2 or more) 24 Port switches	36 Months	\$40.00	\$40.00	\$0.00	\$0.00
41	Each	Emerge Premium User - w/Voicemail	36 Months	\$8.65	\$354.65	\$0.00	\$0.00
43	Each	Emerge Polycom VVX 310 IP Phone Rental	36 Months	\$8.00	\$344.00	\$0.00	\$0.00
80	Each	Emerge Additional Voicemail Each	36 Months	\$4.00	\$320.00	\$0.00	\$0.00
3	Each	Emerge Receptionist Software for over 30 Employees	36 Months	\$14.95	\$44.85	\$0.00	\$0.00
1	Each	Emerge Overhead Paging Integration - includes ATA and basic user	36 Months	\$12.95	\$12.95	\$0.00	\$0.00
4	Each	Emerge Teleworker User - Premium User w/Voicemail	36 Months	\$12.00	\$48.00	\$0.00	\$0.00
1	Each	CB Ethernet Services 100 Mbps Additional	36 Months	\$160.00	\$160.00	\$0.00	\$0.00
1	Each	CB Ethernet Services- 100M Platinum QoS	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	CB Ethernet Services eVolve, voice PVC/VLAN	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	CB Ethernet Services 100 Mbps Initial	36 Months	\$450.00	\$450.00	\$0.00	\$0.00
1	Each	CB Ethernet Services IP PVC/VLAN	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	CB Ethernet Services 10 Mbps Additional	36 Months	\$50.00	\$50.00	\$0.00	\$0.00
1	Each	CB Ethernet Services PVC/VLAN	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
Service Address: 4725 Springdale Rd., Cincinnati, OH 45251							
1	Each	1FB - Renewal	36 Months	\$25.00	\$25.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit without T1 - (5 to 18 user) includes 1500 min LD - 3 cents overage rate	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit - (5 to 18 user) QoS Router - 24 Port switch	36 Months	\$20.00	\$20.00	\$0.00	\$0.00
6	Each	Emerge Premium User - w/Voicemail	36 Months	\$8.65	\$51.90	\$0.00	\$0.00
6	Each	Emerge Polycom VVX 310 IP Phone Rental	36 Months	\$8.00	\$48.00	\$0.00	\$0.00
Service Address: 7560 Colerain Ave., Cincinnati, OH 45239							
1	Each	Fiopics HSI - 30Mb/10Mb with 1 Static IP	36 Months	\$99.95	\$99.95	\$0.00	\$0.00
1	Each	1FB - Renewal	36 Months	\$25.00	\$25.00	\$0.00	\$0.00

Service Address: 3251 Springdale Rd., Cincinnati, OH 45251							
1	Each	1FB - Renewal	36 Months	\$25.00	\$25.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit without T1 - (5 to 18 user) includes 1500 min LD - 3 cents overage rate	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit - (5 to 18 user) QoS Router - 24 Port switch	36 Months	\$20.00	\$20.00	\$0.00	\$0.00
13	Each	Emerge Premium User - w/Voicemail	36 Months	\$8.65	\$112.45	\$0.00	\$0.00
13	Each	Emerge Polycom VVX 310 IP Phone Rental	36 Months	\$8.00	\$104.00	\$0.00	\$0.00
Service Address: 2850 W Kemper Rd., Cincinnati, OH 45251							
1	Each	1FB - Renewal	36 Months	\$25.00	\$25.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit without T1 - (5 to 18 user) includes 1500 min LD - 3 cents overage rate	36 Months	\$0.00	\$0.00	\$0.00	\$0.00
1	Each	Emerge Starter Kit - (5 to 18 user) QoS Router - 24 Port switch	36 Months	\$20.00	\$20.00	\$0.00	\$0.00
6	Each	Emerge Premium User - w/Voicemail	36 Months	\$8.65	\$51.90	\$0.00	\$0.00
6	Each	Emerge Polycom VVX 310 IP Phone Rental	36 Months	\$8.00	\$48.00	\$0.00	\$0.00
Service Address: 4300 Springdale Rd., Cincinnati, OH 45251							
1	Each	1FB - Renewal	36 Months	\$25.00	\$25.00	\$0.00	\$0.00
TOTAL					\$5,233.10		\$0.00

NOTES:

- Term → **Thirty-Six (36) Months, commencing upon installation of all services shown above (the "Renewal Term").**

- The Agreement is hereby amended to **INCORPORATE** the "evolve eMerge – Terms and Conditions Supplement" attached hereto.
- Except to the extent modified herein, all other terms and conditions of the Agreement, and all Addendums thereto, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date last signed below ("Effective Date"), and the persons signing represent that they are duly authorized to execute this Addendum.

COLERAIN TOWNSHIP

CINCINNATI BELL TELEPHONE COMPANY LLC

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

evolve eMerge - TERMS AND CONDITIONS SUPPLEMENT

Cincinnati Bell Any Distance Inc. ("CBAD") agrees to provide and Customer agrees to purchase the evolve eMerge Service, which includes all the products listed on the Services Agreement (hereinafter "Service") and described in one or more Appendices attached (as applicable) and incorporated herein.

Appendix A – evolve eMerge Service and SLA Supplement

The rates on the attached Services Agreement are based on available facilities through the Local Exchange Carrier's ("LEC") unbundled network element ("UNE") cost structure. In the event the LEC does not have UNE facilities available at the Central Office supporting the Customer's location, CBAD reserves the right to modify the Services Agreement rates to meet the higher cost of Special Access via the execution of a new Services Agreement or Addendum by the parties. Notwithstanding the foregoing, the Customer may opt to terminate the evolve eMerge Service effected by such a rate change without termination penalty upon written notice to CBAD.

This Agreement is subject to CBAD's credit approval of Customer and will not become effective until executed by both Parties. That notwithstanding, any Services offered hereunder which are accepted by Customer prior to the Effective Date of this Agreement shall be subject to the terms and conditions of this Agreement.

A. TERM

This Agreement shall govern the Services set forth in the evolve eMerge Service and SLA Supplement (Appendix A) from the Service Activation Date (as noted in Section B below) for the period of time specified on the Services Agreement ("Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew at the current contract rate for a twelve (12) month period ("Renewal Term") unless either Party terminates this Agreement by providing thirty (30) days advance written notice of termination to the other Party prior to the expiration of the then-current Term. Hereinafter "Term" shall mean collectively Initial and/or Renewal Term. Notwithstanding the foregoing, CBAD reserves the right to adjust rates at any time after the expiration of the Initial Term upon sixty (60) days prior written notice to Customer, during which time Customer shall have the right to terminate the Agreement, without incurring termination charges, if Customer does not agree to stated rate adjustment. In the event Customer does not provide written notice of termination during the sixty (60) day period, Customer shall be deemed to accept the rate adjustment.

B. BILLING

CBAD shall send notice to Customer that Service is ready for commercial use ("Service Activation Date") and billing will commence within five (5) business days thereafter. Pricing herein does not include charges for taxes, fees, and surcharges, which shall be included in the invoices. CBAD reserves the right to examine Customer's credit record and to require a deposit or other security, including payment by credit card, before it provides or continues Service to Customer. CBAD will determine, at its discretion, how Customer's deposit or other security will be allocated to satisfy outstanding amounts owed by Customer to CBAD. By subscribing to the Service, Customer authorizes CBAD to investigate Customer's creditworthiness and agrees, from time to time, to provide appropriate authorizations and financial information as CBAD may reasonably request for this purpose.

C. SERVICE LEVEL AGREEMENT

The Service Level Agreement ("SLA") is made a part of this Agreement is set forth on Appendix A.

D. MAINTENANCE CHARGES AND ANCILLARY FEES

CBAD shall maintain its network; however, if Customer requests CBAD to send maintenance personnel to perform troubleshooting and it is determined that the maintenance required was caused by Customer or Customer's equipment, additional charges will apply and be billed to Customer.

E. DISCLAIMER OF EMERGENCY 9-1-1 SERVICES.

CUSTOMER IS HEREBY ADVISED THAT THE SERVICE, INCLUDING EMERGENCY 9-1-1 SERVICE, WILL NOT FUNCTION IF THE CUSTOMER HANDSET OR EQUIPMENT IS MOVED FROM THE PHYSICAL ADDRESS/REGISTERED LOCATION WHERE SERVICE WAS INSTALLED BY CBAD. CUSTOMER IS

HEREBY ADVISED THAT EMERGENCY 9-1-1 SERVICE WILL NOT FUNCTION OR BE AVAILABLE TO CUSTOMER WITH THE LOSS OF ELECTRICAL POWER OR IF THE FUSE INTERNET ACCESS CONNECTION IS NOT OPERATIONAL. DEPENDING ON CUSTOMER'S LOCATION, THE TYPE OF HANDSETS AND OTHER EQUIPMENT CUSTOMER USES, THE TYPE OF EQUIPMENT USED BY THE PUBLIC SAFETY ACCESS POINT OR OTHER APPLICABLE EMERGENCY SERVICES PROVIDER, AND THE CIRCUMSTANCES AND CONDITIONS OF A PARTICULAR CALL, CUSTOMER MAY NOT BE CONNECTED OR CUSTOMER'S PHONE NUMBER AND/OR LOCATION MAY NOT BE IDENTIFIABLE TO EMERGENCY SERVICE PROVIDERS. CUSTOMER SIGNATURE BELOW TO THIS CONTRACT WILL SERVE AS ACKNOWLEDGEMENT THAT CBAD HAS ADVISED CUSTOMER OF THESE LIMITATIONS AND THAT CUSTOMER ACCEPTS THE SERVICES WITH THESE LIMITATIONS. IN ADDITION TO THE LIMITATIONS OF LIABILITY CONTAINED IN FEDERAL LAW AND RELEVANT STATE STATUTES, CBAD SHALL NOT BE LIABLE FOR ANY DAMAGES OR OTHER RELIEF ARISING OUT OF DELAYS, MISTAKES, OMISSIONS, INTERRUPTIONS, MISROUTING OF 911 CALLS, ERRORS OR DEFECTS IN PERFORMANCE (INCLUDING, BUT NOT LIMITED TO, PROBLEMS WITH OR OUTAGES OF EQUIPMENT) HEREUNDER.

F. MOVE / CHANGE OF SERVICE LOCATION

If a Customer moves their business to another location within CBAD's operating territory (Cincinnati/Northern Ky/Dayton markets only) prior to the expiration of the then-current Term, the Agreement will move with them, however, the Customer will pay for all standard installation and Service charges associated with moving the Service ("Move Charges"). The Agreement will continue with the original expiration date and rate structure. Termination charges will apply if Customer terminates any of the existing Service. In the event the Customer is in the Agreement for more than twelve (12) months prior to requested move, Customer may resign a new thirty-six (36) month term and CBAD will waive the associated Move Charges.

G. TERMINATION CHARGES

Either Party may terminate this Agreement or disconnect, in whole or in part, the Service(s) hereunder at any time and without cause upon thirty (30) days prior written notice to the other Party. Notwithstanding the foregoing, if Customer terminates any Service for convenience or for reasons other than CBAD's breach of this Agreement prior to the end of the then-current Term, Customer shall (i) reimburse CBAD for all waived costs of the implementation of such Service(s) and (ii) pay a termination charge equal to all remaining amounts due or to become due, including but not limited to all monthly charges for which Customer would have been responsible if the Customer had not terminated prior to the expiration of the then-current Term.

APPENDIX A – evolve eMerge Service and SLA Supplement

1. Minimum Service Term. Service orders based on this Supplement submitted under this Agreement will have a minimum Term as stated on the Services Agreement.
2. Definitions.
 - 2.1 Internet - a Network of Global Computers as defined in 1996 running on Transmission Control Protocol (TCP), on top of Internet Protocol Version Four (IPv4).
 - 2.2 eMerge FUSE Internet Access - the engineering, configuration, installation, maintenance and repair services provided by CBAD to Customer necessary to interconnect Customer's network to the eMerge FUSE Internet Access network for passage to the Internet for data transmission as part of the Service described in this Agreement.
 - 2.3 Local Area Network - a network connecting computers and other peripheral equipment for data communications over a limited geographical area, usually within a single building or among a few buildings.
3. Domestic Interstate/Intrastate Long Distance.
 - 3.1 Domestic Interstate/Intrastate Long Distance Usage Rate. CBAD will provide domestic inbound/outbound long distance minutes as reflected on the Services Agreement. The overage rate for domestic inbound/outbound long distance minutes will be billed at \$0.03/minute. All long distance reflected on the Services Agreement applies only to phone lines on the CBAD evolve network.
 - 3.2 Domestic Interstate/Intrastate Unlimited Long Distance. The Customer will have unlimited usage of domestic outbound only long distance minutes within the continental United States. Inbound Toll Free number long distance minutes will be billed at \$0.06/minute. All unlimited long distance applies only to phone lines on the CBAD evolve network.

4. International Voice Usage Rates. CBAD's international voice service usage rates, which vary by country, are subject to change upon thirty (30) days written notice. To view the international voice service usage rates, please visit CincinnatiBell.com or the specified web address at:
http://www.cincinnatiBell.com/business/long_distance/international_rates/
5. Call Increments and Rounding. Non-calling card interstate and intrastate outbound and inbound calls are billed in thirty (30) second increments with six (6) second additional increments thereafter. International outbound with the exception of Mexico will be billed in thirty (30) second increments with six (6) second additional increments thereafter. Calls to Mexico will be billed in sixty (60) second increments with sixty (60) second additional increments thereafter. All calls are rounded up to the nearest cent.
6. Calling Card Rates. The domestic calling card rate is \$0.23 per minute with a \$0.69 surcharge per call. In addition to the per minute rate and standard surcharge, calling card calls placed from coin telephones will incur an additional \$0.60 surcharge per call. Calling card calls are billed in full minute increments. Surcharges are subject to change upon thirty (30) days written notice.
7. Automatic Dialer Devices. Customer acknowledges and agrees that use of autodialers, predictive dialers or other devices that generate automated outbound calls in conjunction with Service and products provided under this Agreement is strictly prohibited. CBAD may, in its sole discretion, suspend Service for issues pertaining to network congestion due to Customer's use of these devices, revise the pricing herein, or terminate Service under this Agreement immediately.
8. Short Duration Call Penalty. If the percentage of the Customer's completed calls are equal to or less than six (6) seconds in length for any billing cycle meets or exceeds ten percent (10%), CBAD may charge an additional \$0.02 for each Short Duration Call during such billing cycle (excluding those Short Duration Calls under the Short Duration Percentage Threshold).
9. Provision Of eMerge FUSE Internet Access.
- 9.1 The provisioning of eMerge FUSE Internet Access will include the maintenance and repair required to maintain the eMerge FUSE Internet Access service in proper working order on CBAD's side of the Demarcation Point.
- 9.2 eMerge FUSE Internet Access will be available twenty-four (24) hours per day, seven (7) days per week, except as required to update, enhance, maintain and/or repair eMerge FUSE Internet Access. CBAD reserves the right to perform these tasks, as needed, during the off-peak hours, normally on Sundays from 12:00 a.m. to 6:00 a.m. Downtime due to scheduled maintenance is not subject to the Repair and Response policies in Section 15. If maintenance affects Customer, CBAD will use reasonable efforts to notify Customer in advance.
- 9.3 CBAD will furnish Customer with Internet Protocol (IP) addresses within five (5) business days of receipt of executed Agreement.
- 9.4 Unless otherwise agreed in writing, CBAD will provide eMerge FUSE Internet Access service for TCP/IP based communication protocols for transmission across the Internet only.
- 9.5 The electrical signals of eMerge FUSE Internet Access will operate in compliance with the following American National Standard Institute ("ANSI") or IEEE standards for Ethernet LANs operating at a Native Mode of 10/100 Mbps, IEEE Standard 802.3 (Carrier Sense Multiple Access with Collision Detection (CSMA/CD) Access Method and Physical Layer Specifications).
10. Customer's Obligations.
- 10.1 Customer acknowledges billing for Service will commence when CBAD's transport facility is provisioned and facility channels are turned up for local Service per terms outlined in Section B of the Supplement.
- 10.2 Customer will furnish, at its expense, such space, electrical power and environmental conditioning at Customer's premises as CBAD may reasonably require in connection with performing its obligations hereunder. Customer will permit CBAD reasonable access to Customer's premises, in accordance with Customer's normal security procedures, in connection with providing Service hereunder.
- 10.3 Customer will provide, install and maintain, at its expense, all equipment and facilities necessary for LAN interconnection on the Customer's side of the Demarcation Point. Customer shall be responsible for insuring that the operating characteristics of such equipment and facilities are compatible with the Service herein.
- 10.4 Customer will cause its electrical signals at the Demarcation Point to conform to the applicable ANSI or IEEE standards set forth in Section 9.5, above. Customer shall furnish any additional equipment or facilities necessary to comply with such standards at their expense.
- 10.5 Without the prior written consent of CBAD, Customer will not access, or attempt to access, any equipment or facilities furnished by CBAD in connection with this Agreement. Customer agrees to use Internet access only for lawful purposes. Any content that CBAD in its sole discretion considers being obscene, lewd, lascivious, filthy, excessively violent, harassing, harmful, offensive or otherwise objectionable CBAD shall notify Customer of such and Customer shall start corrective action immediately or CBAD may terminate the Service. Similarly, conduct by Customer that in CBAD's sole discretion restricts or inhibits any other Internet Service Provider, subscriber, person or entity from using or enjoying this Service or any other

provided service will not be permitted and CBAD shall notify Customer of such and Customer shall start corrective action immediately or CBAD may terminate the Service. Examples of such conduct include, but are not limited to, sending of Unsolicited Commercial Email (UCE), Unsolicited Bulk Email (UBE) or "SPAM", Commercial advertisements in USENET News groups not intended for that purpose, attempts to access remote computing systems without permission, port scanning and any attempts to subvert any network security measures of the Service or any other network. Customer will indemnify and hold harmless CBAD, its officers, directors, employees and agents, from and against any loss or expense, of whatever nature, arising out of any unauthorized access to any equipment or facilities furnished by CBAD in connection with this Agreement.

10.6 Prior to requesting repair service from CBAD, Customer will use its best efforts, including but not limited to performing reasonable diagnostic tests, to verify whether any trouble with the Service is a result of the Customer's equipment or facilities. Customer shall be responsible for any such trouble resulting from the Customer's equipment or facilities. Customer will cooperate with any joint testing of Service reasonably requested by CBAD.

10.7 Client agrees to comply with CBAD's policies respecting the Service as provided from time to time, or to which Customer is directed when using the Service. While using the Service, Client shall not transmit or otherwise distribute information constituting or encouraging conduct that would constitute a criminal offense or give rise to civil liability, or otherwise use the Service in a manner which is contrary to law or CBAD's policies. In addition, without incurring liability, CBAD may immediately and without notice: (i) discontinue or suspend the Services; (ii) cancel a request for Services; or (iii) temporarily block Service to a particular authorization code, if it deems such action is necessary, either to prevent Improper Use or to protect against fraud or the commission of suspected illegal activities, or to otherwise protect its personnel, agents, facilities or Services.

11. Procedures Regarding Third Party Complaints. If CBAD receives a complaint that any content provided by Customer through the use of the Service, or provided by any party using Customer's account as permitted by this Agreement, infringes any copyright, trademark, Service mark, or other intellectual property right of any third party; or constitutes fraud, false advertising, or misrepresentation; or constitutes libel, slander, or invasion of the right of privacy or publicity of any third party; or otherwise violates the terms of this contract; CBAD reserves the right to take appropriate action including, without limitation, (i) taking down the offending material in compliance with the Digital Millennium Copyright Act, 17 U.S.C. § 512, (ii) removing or disabling Customer's access to the Service, and/or (iii) terminating Customer's Subscription, with or without prior notice to Customer.

12. Title To Equipment And Facilities. All equipment and facilities used by CBAD in providing Service hereunder will remain the sole property of CBAD (Including the EdgeMarc Integrated Access Device, Linksys Managed Switch(s) and IP Phones) , whether or not attached to or embedded in realty, unless otherwise agreed to in writing by the Parties with respect to specific equipment.

13. Acceptable Use. If CBAD becomes aware, through subscriber complaints or otherwise, of any Content that it, in its sole discretion, considers to be obscene, lewd, lascivious, excessively violent, harassing, harmful, offensive, or otherwise objectionable, CBAD shall have the right, but not the responsibility, to immediately remove such Content and/or to terminate Service without notice. This policy applies to any Content made available by Customer, Customer's clients, or generally made available through Customer account. Customer is solely responsible for all information, communications, software, photos, video, graphics, music, sounds, and other material and services (collectively referred to as "Content") that is transmitted through the Customer Account and/or make available on or through the Customer Web site or any of the Customer's clients web sites.

14. Suspension Or Restriction Of Service. CBAD may suspend or restrict the use of Service (i) upon prior notification if the operations or efficiency of the Service is impaired by the use of the Account; or (ii) at any time any amount is past due from Customer to CBAD; or (iii) at any time there has been or is any breach of these Terms and Conditions. CBAD shall have no responsibility to notify any third party of such termination or suspension.

15. Service Level Agreement.

15.1 The standards described herein do not include periods of non-attainment resulting in whole or in part from one or more of the following causes:

- § Any act or omission by Customer, its contractors, agents, or any other entity over which Customer exercises control or has the right to exercise control
- § Scheduled maintenance
- § Labor strikes
- § Force Majeure events
- § Any act or omission on the part of a third party
- § First month of Service for this particular service element

15.2 CBAD guarantees the availability of Customer's voice and data network through the eMerge network, the Public Switched Telephone Network, and to the Internet 99.9% of the time. This availability will be determined by verification that Customer's network is "reachable" 99.9% of the times checked from the

furthest point in the eMerge network. For each 0.1% below the 99.9% stated availability, CBAD will credit Customer 10% of monthly recurring charges up to 30% in total.

15.3 CBAD will use its best efforts to repair any inoperable Voice Service or FUSE Internet Access port within four (4) hours after Customer has notified CBAD that such port is inoperable by opening a trouble ticket with eMerge repair. If such port remains inoperable for more than eight (8) hours after Customer has notified CBAD that such port is inoperable, CBAD will credit Customer's account for an amount equal to one-thirtieth (1/30) of the applicable monthly charge for such port. The same credit will apply for each additional eight (8) hour period that the port remains inoperable.

15.4 The total amount of all credits for any one inoperable port will not exceed the monthly port charge for such inoperable port. The credit referred to herein shall be CBAD's entire liability and Customer's exclusive remedy for any damages resulting from such inoperable port.

15.5 CBAD is providing a clear channel T1 or Service over Cincinnati Bell Ethernet Services, on which the Customer can run multiple applications - voice and data. Voice is given priority across the network. If the Customer is installed using G.711 (uncompressed voice), the Customer will use approximately 80 Kbps per active call (out of 1.5 Mbps). If G.729 (compressed voice) is used, the Customer will use approximately 32 Kbps per active call (out of 1.5 Mbps). When no voice calls are present, the full 1.5 Mbps T1 speed is available for Data. CBAD refers to this as Dynamic Bandwidth Allocation.

For example, if 5 voice calls are taking place, here's what would happen:

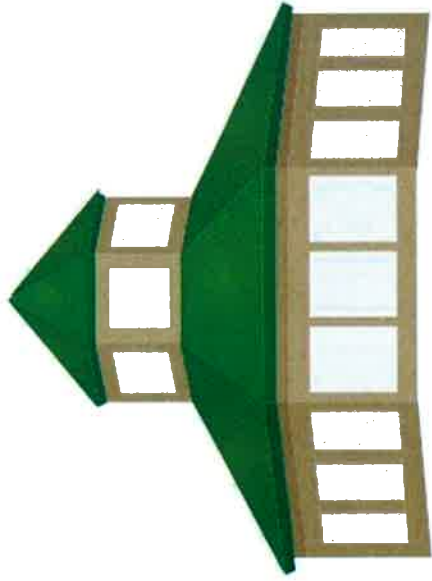
Compression Code	Used Voice Bandwidth	Available Data Bandwidth
G.711	400 Kbps	1.1 Mbps
G.729	160 Kbps	1.3 Mbps

16. Scope. CBAD (i) shall use reasonable commercial efforts to commence provisioning of Service to Customer on or before the Service Activation Date, which is scheduled to be the first date of order activation; and (ii) is authorized to act as Customer's agent in placing orders with other carriers in order to provide information services, if requested. Usage charges shall be based on (i) the rates for Service set forth herein, as applicable; and (ii) actual usage of CBAD's network from establishment of a connection between the calling telephone and the called telephone to termination, as determined in CBAD's sole discretion.

Post Interfund Transfers

Transfer #:	27	Status:	Open
Post Date:	08/20/2014	Approval:	
Tran Date:	08/20/2014	Approval Date:	
Amount:	\$50,000.00	Void Date:	
From Fund:	1000		
From Account:	1000-910-910-0400		
To Fund:	2181		
To Account:	2181-931-0000		
Reason:	TRANSFER		

HR Document Management Project



COLLERAIN

EST. 1794

Colerain Township Administration...

...has evaluated electronic and physical document management storage solution proposals from

- Tab Fusion \$65,000 (electronic)
- Jeter Filing System \$11,475 (physical paper)
- OnBase by ProSource \$19,305 (electronic)

...recommends OnBase Document Management System based upon

- Need to reduce redundancy and increased security of managing documents, unlike a physical paper system. Internal customers can login to add or retrieve documents from their desk; eliminates need to make requests or visit HR records.
- Prior experience and user-friendliness of electronic document management system
- Low cost compared to other like systems

...validated OnBase Document Management and electronic storage with

- Fire and Police Accrediting bodies
- Physical site visit (City of Vandalia) and live conference calls (GCCW, PCSO)
- Colerain Township Records Committee consisting of Dan Meloy, Robert Shepherd, Frank Birkenhauer, Mike Owens, Nancy Spears, Karen Silvati, Shannon Schneider and Emily Randolph

Colerain Township HR Document Automation

- **Capture**
 - Scan to OnBase document management system from Colerain Township departments, (Police, Fire and Human Resources)
 - Upload documents and/or messages directly from email
 - Ability to report on missing documents, (what has not been captured and should be a part of the employee file)
- **Store**
 - Secure storage of electronic images and data with associated retention and version control
 - Full audit trail and history of documents
 - Enables Colerain Township to comply with document and data governance requirements
- **Retrieve**
 - Ability to search and retrieve documents without the physical document
 - Ability to search and retrieve certifications, evaluations and disciplinary records based upon predetermined timings and redacting
 - Restrict access based upon administration's permission rules

Colerain Township Potential Future Document Automation

- Facilities Project Management
- HR Onboarding
- Police Department Incident Management
- Vendor and Contract Management
- Esri GIS Solutions
- Accounts Payable
- Agenda Management for Board Meetings
- Checklists for Process Control
- Electronic Plan Review
- Engineering Solutions

With OnBase Document Management Solution there is potential to expand upon if the need should arise and we continue to analyze our technology and system improvement needs.

Proposed Timeline	Dates of Completion
Initial Presentation	2/24/2014
Records Committee Review	2/24/2014 -6/30/2014
Proposal Review	8/01/2014 – 8/06/2014
Board Approval	9/09/2014
Purchase Order	9/10/2014
Project Kickoff	9/24/2014
Onbase/Prosource Resources Scheduled	10/01/2014
Project Work and Management	10/16/2014 – 11/16/2014
Go Live	11/20/2014
Administration, Zoning, Community Center.....11/20/2014	
Parks and Services and Public Works.....01/02/2015	
Police and Fire.....02/02/2015	

HR Document Automation Budget

Government Bundle	One Time Investment	Annual Maintenance**
OnBase Software Licensing	\$15,720	\$1,560
Hardware (3) Fujitsu Scanners	\$3,585	1st Year Included
<i>Sub-Total</i>	\$19,305	\$1,560

TOTAL	\$20,865
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***The Annual Maintenance Cost will not increase unless we approve additional licensing.*