

ORDINANCE NO.: 2017- 15
INTRODUCED BY: MR. NEWELL

4003

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH ONE VIEW COMMUNICATIONS INC. FOR THE PURPOSE OF OBTAINING FIBER ACCESS DEDICATED CONNECTIONS TO THE INTERNET AND DECLARING AN EMERGENCY.

WHEREAS, the Village Council has determined that more effective broad band connection service to the Internet is required for Village employees and for Village facilities; and

WHEREAS, One View Communications Inc. has offered to provide the Village with 50 mbps X 50 mbps dedicated connections to the internet for the sum of Eight Hundred and Ninety-Nine Dollars (\$899.00) per location, per month plus a one (1) time installation fee of Two Hundred and Fifty (\$250.00) per location; and

WHEREAS, the Village Council has determined that it should enter into an agreement with One View Communications Inc. for fiber access for a period of thirty-six (36) months.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:

SECTION 1. The Mayor is authorized and directed to enter into a Contract, the form of which is attached hereto as EXHIBIT "A" with One View Communications Inc. for the purpose of obtaining fiber access connections to the Internet for Village facilities and employees upon the terms and conditions set forth in the Agreement attached hereto as EXHIBIT "A".

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason that the this Ordinance is necessary to be able to obtain more broadband coverage, and more efficient and effective use of Internet connections for emergency and utility services as soon as possible; wherefore provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: March 27, 2017



Council President Karl Maersch

Submitted to the Mayor for
approval on this 28 day of March, 2017

Approved by the Mayor this
28 day of March, 2017

ATTEST:



Clerk of Council



Mayor William Tomko

EXHIBIT "A"



**ONE VIEW COMMUNICATIONS INC
Fiber ACCESS AGREEMENT**

This Fiber AGREEMENT (the "Agreement") is entered this 28 day of March 2017 between ONE VIEW COMMUNICATIONS INC., ("ONE VIEW COMMUNICATIONS INC"), and Village of Chagrin Falls ("Customer").

1. ONE VIEW COMMUNICATIONS INC shall provide Customer 50 mbps X 50 mbps dedicated connection(s) to the Internet (see section 20) for the sum of \$899.00 per location, per month during the term hereof plus a one-time installation fee of \$250.00 per site. Customer shall receive from ONE VIEW COMMUNICATIONS INC the requirements necessary to provide the Connection including router configuration information, local loop information and the demarcation point (the "Requirements").
2. This Agreement shall commence upon activation of all sites for a 36 month term. This Agreement shall automatically renew for successive 12 month terms unless terminated by either party in writing at least 30 days prior to the then current date for termination. ONE VIEW COMMUNICATIONS INC reserves the right to change its rates for any renewal term by notifying Customer at the address below at least 60 days in advance of the effective date of such rate change. Circumstances beyond the control of ONE VIEW COMMUNICATIONS INC, as described in paragraph 10, may cause a delay in initiating the Connection, in which case the term of this Agreement shall commence on the date the Connection is activated. In the event the delay in activating the Connection is the result of Customer's failure to cooperate with ONE VIEW COMMUNICATIONS INC or its agents, this Agreement shall commence on the Activation Date.
3. Customer shall be responsible for all additional charges imposed by the local telephone company, including but not limited to, special construction charges, loop conditioning charges and Right-of-Way charges. This shall also include the cost to extend the demarcation to the customers CPE. *Note construction charges covered by pre-negotiated installation charges as set forth in paragraph (1).
4. Customer must have a third party other than ONE VIEW COMMUNICATIONS INC configure its router, and ONE VIEW COMMUNICATIONS INC shall provide the necessary IP range and gateway information for configuration. Any additional assistance required shall be billed on a time and material basis at a rate of \$95.00 per hour.
5. Customer will be invoiced monthly in advance for the monthly charges set forth above, plus sales tax. All payments are due upon receipt of such invoice and if payment in full is not received within 30 days after the date of such invoice, interest at a rate equal to the lesser of 1-1/2% per month or the maximum amount permitted by law shall be added to the amount due.
6. If Customer terminates this Agreement prior to the full term, Customer shall be liable to ONE VIEW COMMUNICATIONS INC for a termination fee equal to 100% of the monthly charge for the remaining term, in this Agreement from the date of termination, but in no event greater than 12 months, plus a chargeback of the amount of any promotional value received such as free service, equipment and/or other value received as an inducement for entering into this Agreement. Any notice of termination of this Agreement must be in writing, addressed to ONE VIEW COMMUNICATIONS INC as set forth below and sent by certified mail, return receipt requested.
7. Customer hereby acknowledges that the Internet is not owned, operated, managed by or in any way controlled by ONE VIEW COMMUNICATIONS INC or any of its affiliates, and that it is a separate network of computers independent of ONE VIEW COMMUNICATIONS INC. Customer's use of the Internet is solely at its own risk and is subject to all local, state, national and international laws and regulations. Access to the Internet is dependent on numerous factors, technologies and systems, many of which are beyond ONE VIEW COMMUNICATIONS INC' control. ONE VIEW COMMUNICATIONS INC provides Customer access to the Internet only, and ONE VIEW COMMUNICATIONS INC is not responsible for Customer's inability to use the Internet if caused by any circumstance outside the control of ONE VIEW COMMUNICATIONS INC, including but not limited to any circumstance described in paragraph 10.
8. The Network may only be used for lawful purposes. The transmission of any material in violation of any local, state, national or international law or regulation is prohibited. Violations of law include, but are not limited to, copyrighted material, material legally judged to be threatening or obscene, material protected by trade secret or material that is otherwise deemed to be proprietary.
9. - REMOVED.
10. Carrier shall schedule routine maintenance for normal upgrades of hardware and software in a reasonable timeframe with adequate warning to Customer. Adequate warning is two days advance notice by voice or E-mail to ONE VIEW COMMUNICATIONS INC



customers. Every effort will be made to perform this maintenance during off peak hours, which are defined as between 6PM and 8AM, local time. ONE VIEW COMMUNICATIONS INC may be prevented or hindered from timely satisfying any provision set forth in this Agreement because of a shortage or inability to obtain services or equipment, strikes or other labor difficulties, governmental restrictions, public emergency, fire, casualties, acts of God, Internet traffic, or any other cause, including mechanical or electronic breakdowns, beyond ONE VIEW COMMUNICATIONS INC' reasonable control.


- 11. Customer may not transfer or sublease any portion of its Connection. Customer may only allow use of its connection by an individual or entity, which is an employee, or affiliate of its organization.
- 12. N/A- REMOVED
- 13. N/A- Removed at Customer's request
- 14. This Agreement is deemed to be entered into in the State of Ohio. The parties agree that any dispute arising under this Agreement shall have as its venue Cuyahoga County, Ohio and any such dispute shall be governed by and construed in accordance with the laws of the State of Ohio. Each party waives any and all objections based on venue and forum non-conveniens.
- 15. ONE VIEW COMMUNICATIONS INC may assign this Agreement without Customer's consent and all of ONE VIEW COMMUNICATIONS INC' rights, title and interest herein shall inure to the benefit of such assignee, its successors and assigns. This Agreement shall not be assignable by Customer except with the prior written consent of ONE VIEW COMMUNICATIONS INC. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 16. N/A Removed at customer's request.
- 17. Any notice required to be given hereunder shall be in writing and shall be deemed to have been delivered when deposited in the United States mail, registered or certified mail, return receipt requested with adequate postage affixed and addressed to the persons set forth in the signature block hereto or to such other address as either party may provide to the other in accordance with the provisions hereof. A copy of any notice to ONE VIEW COMMUNICATIONS INC shall also be sent to General Manager at the address set forth below.
- 18. This Agreement contains the entire agreement of the parties hereto with respect to the matters covered hereby and supersedes any other prior or simultaneous agreement related to such matters.
- 19. One View Communications will provide Customer:

50 Mbps X 50 Mbps Dedicated Internet Connection(s). 21 Washington Street, Chagrin Falls, OH 44022

20.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ONE VIEW COMMUNICATIONS INC
 Name: _____
 Signature: _____
 Title: Principal
 Address: 8984 Darrow Rd #4
 Twinsburg, OH 44087
 Phone: (216) 245-9550 Fax: (216) 245-7220

Co. Name: Village of Chagrin Falls
 Contact Name: Ben Himes
 Signature: 
 Title: Mayor William Tomko
 Address: 21 Washington Street
 City/State/Zip: Chagrin Falls, OH 44022
 Phone: 440.247.5050 Fax: 440.247.1510



customers. Every effort will be made to perform this maintenance during off peak hours, which are defined as between 6PM and 8AM, local time. ONE VIEW COMMUNICATIONS INC may be prevented or hindered from timely satisfying any provision set forth in this Agreement because of a shortage or inability to obtain services or equipment, strikes or other labor difficulties, governmental restrictions, public emergency, fire, casualties, acts of God, Internet traffic, or any other cause, including mechanical or electronic breakdowns, beyond ONE VIEW COMMUNICATIONS INC' reasonable control.

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12. N/A- REMOVED
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20. IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

ONE VIEW COMMUNICATIONS INC
Name: Vanessa Carter
Signature: [Handwritten Signature]
Title: Principal
Address: 8984 Darrow Rd #4
Twinsburg, OH 44087
Phone: (216) 245-9550 Fax: (216) 245-7220

Co. Name: Village of Chagrin Falls
Contact Name: Ben Hines
Signature: [Handwritten Signature]
Title: Mayor William Tomko
Address: 21 Washington Street
City/State/Zip: Chagrin Falls, OH 44022
Phone: 440.247.5050 Fax: 440.247.1510