

BTOP Comprehensive Community Infrastructure Pro Forma Financial Projections

Please complete the Income Statement, Balance Sheet, Cash Flows, and NPV-IRR Table worksheets. Key assumptions used to formulate these financial projections should be listed in the Key Assumptions worksheet. Please note that these are **project-specific** projections, in contrast to the historical financial information which is provided at the organizational level.

Please refer to the Comprehensive Community Infrastructure Grant Guidance for detailed instructions on the completing this attachment.

Applicants are required to provide this attachment as an Excel file, and not to convert it to a PDF when submitting a copy of their application on an appropriate electronic medium, such as a DVD, CD-ROM, or flash drive. Applicants may make adjustments to the format of the templates as necessary to provide the most effective presentation of the data for their specific project, but should not remove major headings (*e.g.* Revenues and Expenses on the Income Statement) or provide less detailed information than would be required to complete the provided templates.

Balance Sheet

Assets	Forecast Period							
	2010	2011	2012	2013	2014	2015	2016	2017
Current Assets								
Cash	\$ 12,246,694	\$ (595,944)	\$ (3,806,512)	\$ 4,504,048	\$ 7,795,595	\$ 11,595,502	\$ 15,677,683	\$ 19,649,859
Cash - Restricted								
Accounts Receivable	\$ 1,302,047	\$ 2,093,538	\$ 2,140,840	\$ 1,412,065	\$ 1,420,353	\$ 1,676,448	\$ 1,979,059	\$ 2,340,709
Notes Receivable								
Inventory								
Prepayments	\$ 58,976	\$ 58,976	\$ 58,976	\$ 58,976	\$ 58,976	\$ 58,976	\$ 58,976	\$ 58,976
Assets Held for Sale								
1C Unconditional Promise to Give	\$ 508,392	\$ 508,392	\$ 508,392	\$ 508,392	\$ 508,392	\$ 508,392	\$ 508,392	\$ 508,392
Grants Receivable								
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Current Assets	\$ 14,116,109	\$ 2,064,962	\$ (1,098,304)	\$ 6,483,481	\$ 9,783,317	\$ 13,839,318	\$ 18,224,111	\$ 22,557,936
Non-Current Assets								
Long-Term Investments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Amortizable Asset (Net of Amortization)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Plant In Service Other-1C	\$ 16,253,551	\$ 23,251,799	\$ 51,244,790	\$ 79,237,782	\$ 86,236,030	\$ 86,236,030	\$ 86,236,030	\$ 86,236,030
Add Plant Under Construction	\$ 6,998,248	\$ 27,992,992	\$ 27,992,992	\$ 6,998,248				
Less: Accumulated Depreciation	8,042,427	11,034,900	14,070,299	17,122,182	20,199,915	23,293,037	26,401,624	29,525,754
Net Plant	\$ 15,209,372	\$ 40,209,891	\$ 65,167,483	\$ 69,113,848	\$ 66,036,115	\$ 62,942,993	\$ 59,834,406	\$ 56,710,276
Other	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Long Term Unconditional Promise to Give	\$ 3,323,250	\$ 2,969,426	\$ 2,653,273	\$ 2,370,781	\$ 2,118,366	\$ 1,892,825	\$ 1,691,297	\$ 1,511,226
Grantsreceivable - net current portion	\$ 40,314,641	\$ 22,397,023	\$ 4,479,405	\$ -				
Deposit	\$ 45,217	\$ 45,217	\$ 45,217	\$ 45,217	\$ 45,217	\$ 45,217	\$ 45,217	\$ 45,217
Total Non-Current Assets	\$ 58,892,480	\$ 65,621,556	\$ 72,345,378	\$ 71,529,846	\$ 68,199,698	\$ 64,881,035	\$ 61,570,920	\$ 58,266,719
Total Assets	\$ 73,008,589	\$ 67,686,518	\$ 71,247,074	\$ 78,013,327	\$ 77,983,015	\$ 78,720,354	\$ 79,795,031	\$ 80,824,654
Liabilities and Owners' Equity								
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 5	Year 5	Year 5
Liabilities								
Current Liabilities								
Accounts Payable	\$ 1,601,831	\$ 904,682	\$ 892,200	\$ 1,645,783	\$ 1,362,660	\$ 1,138,380	\$ 941,510	\$ 768,697
Accrued Expense								
Notes Payable								
Deferred Revenue	\$ 459,171	\$ 459,171	\$ 459,171	\$ 459,171	\$ 459,171	\$ 459,171	\$ 459,171	\$ 459,171
Current Portion - Notes Payable	\$ -	\$ -	\$ -	\$ -	\$ 460,900	\$ -	\$ -	\$ -
Current Portion - Other Debt		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accrued Liabilities	\$ 262,872							
Total Current Liabilities	\$ 2,323,874	\$ 1,363,853	\$ 1,351,371	\$ 2,104,954	\$ 2,282,731	\$ 1,597,551	\$ 1,400,681	\$ 1,227,868
Long-Term Liabilities								
Note Payable, net of current portion				\$ -	\$ -	\$ -	\$ -	\$ -

Deferred Revenue - IRU, net of current portion	\$ 397,788	\$ 375,037	\$ 353,587	\$ 333,364	\$ 314,298	\$ 296,322	\$ 279,374	\$ 263,396
Other Liabilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Long-Term Liabilities	\$ 397,788	\$ 375,037	\$ 353,587	\$ 333,364	\$ 314,298	\$ 296,322	\$ 279,374	\$ 263,396
Total Liabilities	\$ 2,721,662	\$ 1,738,890	\$ 1,704,958	\$ 2,438,318	\$ 2,597,029	\$ 1,893,873	\$ 1,680,056	\$ 1,491,264
Net Assets								
Unrestricted								
Operation	\$ 11,821,715	\$ 18,500,645	\$ 32,587,931	\$ 36,213,708	\$ 32,036,841	\$ 28,208,421	\$ 23,257,337	\$ 17,543,282
Donated Assets	\$ 5,225,735	\$ 5,048,090	\$ 4,876,484	\$ 4,710,711	\$ 4,550,574	\$ 4,395,881	\$ 4,246,446	\$ 4,102,091
	\$ 17,047,450	\$ 23,548,735	\$ 37,464,415	\$ 40,924,419	\$ 36,587,415	\$ 32,604,302	\$ 27,503,783	\$ 21,645,373
Temporarily Restricted								
Grants								
Capital Grants & Appropriations	\$ 40,314,641	\$ 22,397,023	\$ 4,479,405	\$ -				
Unconditional Promise to give fiber access	\$ 4,032,831	\$ 4,032,831	\$ 4,032,831	\$ 4,032,831	\$ 4,032,831	\$ 4,032,831	\$ 4,032,831	\$ 4,032,831
Unconditional Promise to give fiber access	\$ 3,882,339	\$ 3,614,768	\$ 3,365,638	\$ 3,133,678	\$ 2,917,705	\$ 2,716,617	\$ 2,529,388	\$ 2,355,062
	\$ 48,229,811	\$ 30,044,622	\$ 11,877,874	\$ 7,166,509	\$ 6,950,536	\$ 6,749,448	\$ 6,562,219	\$ 6,387,893
Owner's Equity								
Capital Stock								
Additional Paid-In Capital								
Retained Earnings	\$ 5,009,665	\$ 12,354,272	\$ 20,199,827	\$ 27,484,080	\$ 31,848,034	\$ 37,472,731	\$ 44,048,974	\$ 51,300,124
Total Equity	\$ 5,009,665	\$ 12,354,272	\$ 20,199,827	\$ 27,484,080	\$ 31,848,034	\$ 37,472,731	\$ 44,048,974	\$ 51,300,124
Total Net Assets	\$ 70,286,927	\$ 65,947,629	\$ 69,542,115	\$ 75,575,009	\$ 75,385,986	\$ 76,826,481	\$ 78,114,975	\$ 79,333,390
Total Liabilities and Owner's Equity	\$ 73,008,588	\$ 67,686,519	\$ 71,247,074	\$ 78,013,327	\$ 77,983,014	\$ 78,720,354	\$ 79,795,031	\$ 80,824,654

Income Statement

	Forecast Period							
	2010	2011	2012	2013	2014	2015	2016	2017
Revenues								
Broadband Offerings								
Wholesale Data	\$ 5,285,565	\$ 9,093,448	\$ 13,111,292	\$ 17,322,653	\$ 21,777,590	\$ 26,133,108	\$ 31,359,730	\$ 37,631,676
Retail Data	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dark Fiber	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Collocation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (list specific services)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment & Fiber Sales								
Amortization of Discount - Fiber Access								
ARRA-BTOP CCI Funding Request	\$ 4,479,405	\$ 17,917,618	\$ 17,917,618	\$ 4,479,405				
ARRA-BTOP Sustainable Broadband Adoption (Award)								
Cash Contributions								
OARnet Cash Match	\$ 271,561	\$ 263,973	\$ 259,473	\$ 256,876	\$ 256,876	\$ 256,876	\$ 256,876	\$ 256,876
Contribution - Lorain Community College Cash Match	\$ 462,202	\$ 9,900	\$ 9,900	\$ 9,900	\$ 9,900	\$ 9,900	\$ 9,900	\$ 9,900
Medina County Fiber Network Cash Match	\$ 2,898,801	\$ 2,898,801	\$ 63,480	\$ 542,727	\$ 700,527	\$ 786,927	\$ 826,273	\$ 867,587
OneCommunity Cash Match	\$ 2,163,890	\$ 4,327,780	\$ 4,327,780					
Juniper Cash Match	\$ 1,137,726							
In-Kind Contributions								
OneCommunity Middle Mile	\$ 115,000							
OARnet	\$ 1,890,405							
Lorain Community College	\$ 250,000							
Cisco	\$ 877,426							
Juniper	\$ 900,000							
Contributions & Partnership								
Foundation Grants								
Donated Assets								
Other Network Driven Revenues								
Video Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Voice Services (local/toll/long distance)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (list specific services)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Universal Service Fund	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Installation Revenues	\$ 2,516,940	\$ 2,870,011	\$ 2,536,599	\$ 2,601,812	\$ 2,616,469	\$ 2,747,293	\$ 2,884,657	\$ 3,028,890
Other Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Revenues	\$ 23,248,919	\$ 37,381,531	\$ 38,226,142	\$ 25,213,372	\$ 25,361,363	\$ 29,934,104	\$ 35,337,437	\$ 41,794,929
Expenses								
Backhaul	\$ 1,334,126	\$ 2,449,509	\$ 3,880,764	\$ 5,546,288	\$ 7,451,120	\$ 10,010,153	\$ 13,448,068	\$ 18,066,709
Network Maintenance/Monitoring	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Utilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Leasing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sales/Marketing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Customer Care	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Billing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Corporate G&A	\$ 2,586,763	\$ 3,876,349	\$ 4,404,527	\$ 5,013,971	\$ 5,264,669	\$ 5,527,903	\$ 5,804,298	\$ 6,094,513
Other Operating Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
OneCommunity (Voice Services)	\$ 162,826	\$ 261,303	\$ 298,424	\$ 379,784	\$ 604,375	\$ 725,250	\$ 870,300	\$ 1,044,359
OneCommunity (See Attached)	\$ 10,767,074	\$ 19,905,746	\$ 18,295,378	\$ 3,550,162	\$ 4,216,687	\$ 4,762,983	\$ 5,337,307	\$ 6,018,699
OARnet (See Attached)	\$ 227,077	\$ 203,992	\$ 191,280	\$ 184,994	\$ 187,451	\$ 189,997	\$ 192,635	\$ 195,369
ARRA-BTOP Sustainable Broadband Adoption (Award)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Net Assets before Sale of CMSD Equipment				\$ -	\$ -	\$ -	\$ -	\$ -
Net Assets Beginning Balance				\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 15,077,866	\$ 26,696,900	\$ 27,070,373	\$ 14,675,199	\$ 17,724,303	\$ 21,216,285	\$ 25,652,607	\$ 31,419,648
EBITDA	\$ 8,171,054	\$ 10,684,631	\$ 11,155,769	\$ 10,538,173	\$ 7,637,060	\$ 8,717,819	\$ 9,684,830	\$ 10,375,281
Depreciation	\$ 2,816,227	\$ 2,992,472	\$ 3,035,399	\$ 3,051,883	\$ 3,077,733	\$ 3,093,122	\$ 3,108,587	\$ 3,124,130
Amortization	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Earnings Before Interest and Taxes	\$ 5,354,826	\$ 7,692,158	\$ 8,120,370	\$ 7,486,290	\$ 4,559,327	\$ 5,624,697	\$ 6,576,243	\$ 7,251,151
Interest Expense	\$ 345,161	\$ 347,552	\$ 274,815	\$ 202,037	\$ 195,373		\$ -	\$ -
Income Before Taxes	\$ 5,009,665	\$ 7,344,606	\$ 7,845,555	\$ 7,284,254	\$ 4,363,954	\$ 5,624,697	\$ 6,576,243	\$ 7,251,151
Property Tax	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Income Taxes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Income	\$ 5,009,665	\$ 7,344,606	\$ 7,845,555	\$ 7,284,254	\$ 4,363,954	\$ 5,624,697	\$ 6,576,243	\$ 7,251,151

Statement of Cash Flows

	Forecast Period							
	2010	2011	2012	2013	2014	2015	2016	2017
Beginning Cash	\$ 309,157	\$ 12,246,694	\$ (595,944)	\$ (3,806,512)	\$ 4,504,048	\$ 7,795,595	\$ 11,595,502	\$ 15,677,683
CASH FLOWS FROM OPERATING ACTIVITIES:								
Net Income	5,009,665	7,344,606	7,845,555	7,284,254	4,363,954	5,624,697	6,576,243	7,251,151
<i>Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities</i>								
Add: Depreciation	2,816,227	2,992,472	3,035,399	3,051,883	3,077,733	3,093,122	3,108,587	3,124,130
Add: Amortization	-	-	-	-	-	-	-	-
<i>Changes in Current Assets and Liabilities:</i>								
Marketable Securities	-	-	-	-	-	-	-	-
Accounts Receivable	(863,878)	(791,491)	(47,302)	728,775	(8,288)	(256,095)	(302,612)	(361,649)
Inventory	-	-	-	-	-	-	-	-
Prepayments	-	-	-	-	-	-	-	-
Other Current Assets	-	-	-	-	-	-	-	-
Accounts Payable	(373,760)	(697,150)	(12,481)	753,583	(283,123)	(224,280)	(196,870)	(172,813)
Other Current Liabilities	-	-	-	-	-	-	-	-
FCC Reimbursement	11,280,000							
Net Cash Provided (Used) by Operations	\$ 17,868,255	\$ 8,848,438	\$ 10,821,171	\$ 11,818,494	\$ 7,150,276	\$ 8,237,444	\$ 9,185,349	\$ 9,840,818
CASH FLOWS FROM INVESTING ACTIVITIES:								
Capital Expenditures	(10,688,608)	(21,691,077)	(14,031,738)	(3,507,935)	(3,858,728)	(4,437,537)	(5,103,168)	(5,868,643)
Amortizable Asset (Net of Amortization)	-	-	-	-	-	-	-	-
Long-Term Investments	-	-	-	-	-	-	-	-
Net Cash Used by Investing Activities	\$ (10,688,608)	\$ (21,691,077)	\$ (14,031,738)	\$ (3,507,935)	\$ (3,858,728)	\$ (4,437,537)	\$ (5,103,168)	\$ (5,868,643)
CASH FLOWS FROM FINANCING ACTIVITIES:								
Notes Receivable	-	-	-	-	-	-	-	-
Notes Payable	-	-	-	-	-	-	-	-
Deferred Revenue	66,227							
Principal Payments	-	-	-	-	-	-	-	-
New Borrowing	1,991,664							
Additional Paid-in Capital	-	-	-	-	-	-	-	-
Proceeds from Notes Payable	2,700,000							
Payment of Dividends	-	-	-	-	-	-	-	-
Net Cash Used by Investing Activities	\$ 4,757,890	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Increase (Decrease) in Cash	\$ 11,937,537	\$ (12,842,639)	\$ (3,210,568)	\$ 8,310,560	\$ 3,291,548	\$ 3,799,907	\$ 4,082,181	\$ 3,972,175
Ending Cash	\$ 12,246,694	\$ (595,944)	\$ (3,806,512)	\$ 4,504,048	\$ 7,795,595	\$ 11,595,502	\$ 15,677,683	\$ 19,649,859

NPV/IRR Table

	Net Present Value	Internal Rate of Return
Without BTOP Funding	\$ 39,769,091	-6%
With BTOP Funding	\$ 39,769,091	19%

Revenue Assumptions	
Factor	
Grant Revenue Recognition	
Grant funding will come in total during first year of funding. Amount will be transferred to a deferred account and transferred to a revenue account yearly.	
Customers Passed	
Anchor Institutions - Higher Education	
Anchor Institutions - K12	
Hospitals and Clinics	
Workforce Development - Community College Extensions	
Take Rate (should likely vary across 8-Year Forecast)	
Institutional subscribers (Anchors)	
Carrier Interconnect/Wholesale	
Fiber IRUs	
Direct Customer Connections	
Anchor Institutions - State Agencies	
Community College/Workforce Development Centers	
Instructional Technology Center	
Hospitals and Clinics	
Public Safety/Emergency Management	
Average Revenue per User (may vary across 8-year forecast)	

Community Shared Secure Health Network Access

Expense Assumptions
Factor
Network Expenses
Backhaul
Maintenance
Utilities
Leasing
Depreciation
Other
Sales & Marketing
Advertising
Commissions
Salaries
Other
Customer Care & Billing
Systems
Personnel
Other
General & Administrative
Professional Services

Construction
Insurance
Non-Network Utilities
Travel
Supplies
Miscellaneous
Interest Expenses
Debt Instrument A
Debt Instrument B
Taxes
Federal Tax Rate
Other Tax Rates

Specific Metric Used in Analysis
Increase Subscriptions by 15%, lower rates by 50% first year and 5% each follow-on year
Increase Subscriptions by 15%, lower rates by 50% first year and 5% each follow-on year
Increase Subscriptions by 15%, lower rates by 50% first year and 5% each follow-on year
Increase Subscriptions by 15%, lower rates by 50% first year and 5% each follow-on year
Typical competitive carrier take rates vary on incumbent versus new market entrant. Incumbent take rates vary from 12% to 30%+. New entrants take rates vary from 3% to 12%.
Typical competitive carrier take rates vary on incumbent versus new market entrant. Incumbent take rates vary from 3% to 12%+. New entrants take rates vary from 3% to 5%.
Take rates on Fiber IRUs are base on path and metro, interconnection point, Points of Presence. Take rates for Fiber IRUs are geographically dependent and based on carrier and institutional needs. Take rates in this area are typically based on historical percentage of growth, year over year.
Increase # of agencies/transport services
Increase capacity and access to Research and Educational Network (OARnet)
Increase Transport services to connects County K-12 Schools, Provide direct greater direct access to high capacity links through educational anchor institutions that will increase the availability of big bandwidth to the schools. Enable 100% indirect capacity.
Increase # of hospitals/clinic/primary care services
Integrated Regional Public Safety Communications
Average Revenue per user is approximately \$1,500 per redundant 1 Gbps service connections and \$5,000 for 10 Gbps service connections. This represents a 40% and 60% respectively.

Create a community HIPAA Compliant Health Intranet from hospitals to clinics and to Primary Care Physicians.

Specific Metric Used in Analysis

Not Applicable

Not Applicable

Not Applicable

Not Applicable

Straight Line - 10/20 Year useful life

See Attached "Other Operating Exp" Spreadsheet

These categories represent approximately 3 % of the overall contract value.

Typical Engineering Rates \$175 per hour

Construction Management Rates \$125 per hour

These categories represent 50% of the overall project cost for deployment.
Pole Attachment Permits/Make Ready @ \$200 per Pole
Aerial Construction Rates @ \$4.37 per linear foot
Underground Construction Rates @ \$4.70 per linear foot
Boring at @ \$11.81 per linear foot
Regional travel to manage the construction, implementation and servicing of the network.
~200K year based on expanded infrastructure needs.
Not Applicable
32.8% for none pass through carrier services.

Rationale (Cite Basis)
Based on 6 years of historical data
Based on 6 years of historical data
Based on 6 years of historical data
Based on 6 years of historical data
The projections are based on sector specific metrics for government, health, education, and economic development zones and 6 years of history with middle mile and anchor tenancy connections. For example the health care market uptake is greater than 30% year over year, Government is 10% year over year, and education is 5 to 10% based on type of public, private, k-12 or community college/University.
These projections are very dependent on geographic and locations. Expanding middle mile infrastructure throughout Northeast Ohio will take down a number of tariff, redlining and create lower cost pathways. The regional demand amongst Co-op's, cable operators and third party carriers and WISPs is strong. The model is based on revenue growth, rather than take rate, since carrier interconnect/wholesale services are expanded based on the successful adoption of the last mile providers service offering. The model is based on 10 to 15% revenue growth depending on location and carrier mix.
These projections are also dependent on geographic location but also on the availability of assets that connect carrier and institutional sites. The model is based on 10 to 15% revenue growth based on carrier market/verticals, and availability of infrastructure near mid-range to high capacity network users.
Based on easier middle mile connections
Based on easier middle mile connections
Based on easier middle mile connections
Based on easier middle mile connections
Based on easier middle mile connections & Interconnection to local, regional and state inter-jurisdictional public safety and emergency management, public health and community services.

Enable hospitals to access systems and services across the region and share collocation, data center, disaster recover, research. Enables secure access to E-Health record services and the regions Health information Exchange.

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Rationale (Cite Basis)

Six years of operational history, current FCC Rural Health Care Pilot Program Network Construction and contracts for services.

Six years of operational history, current FCC Rural Health Care Pilot Program Network Construction and contracts for services.

Optical and Routing gear will be used for 10 years, old gear lasted same. Fiber depreciation is based on 20 year use for financial purposes but has the potential to outlive its salvage value on core middle mile routes.

See Attached "Other Operating Exp" Spreadsheet

Sales and marketing expenses are part of the overall SG&A of the network and shared across multiple programs.

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F&A cost rates are determined in conjunction with auditors from the U.S. Department of Health and Human Services. There are separate rates for different types of activities, but in each case the rate is calculated and charged as a percentage of modified total direct costs (MTDC). To determine the MTDC base to which the F&A rate will be applied, add all direct costs then subtract equipment, capital expenditures (alterations and renovations), charges for patient care and tuition remission, off-campus space rental costs, scholarships and fellowships, and the portion of each sub grant or subcontract in excess of \$25,000. Assessed at 26%

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Income Statement

Other Operating Expenses	Year 1	Year 2	Year 3
Direct Labor	\$ 1,171,860	\$ 1,171,860	\$ 691,163
Direct Labor - Installation			
Student Labor			
Benefits	\$ 287,106	\$ 287,106	\$ 169,335
Benefits - Installation			
Training			
Recruitment			
Materials/supplies			
Outside Services			
Consulting			
Shipping/mailing			
Equipment Maintenance - New		\$ 783,956	\$ 783,956
Equipment Maintenance - Existing	\$ 5,445	\$ 5,445	\$ 5,445
Fiber Maintenance - New		\$ 37,308	\$ 37,308
Fiber Maintenance - Existing	\$ 27,945	\$ 27,945	\$ 27,945
Colocation - New	\$ 16,385	\$ 16,385	\$ 16,385
Colocation - Existing	\$ 24,479	\$ 24,479	\$ 24,479
Optical Transport Maintenance			
Shelter (Hut) Utilities			
Pole Fees	\$ 49,295	\$ 197,181	\$ 394,362
Travel	\$ 43,200	\$ 43,200	\$ 43,200
Telephone - Circuit Charges/ Cross Connects	\$ 4,169	\$ 4,169	\$ 4,169
Telephone	\$ 11,520	\$ 11,520	\$ 11,520
Utilities	\$ 1,500	\$ 1,500	\$ 1,500
Operating Leases	\$ 108,000	\$ 108,000	\$ 108,000
Insurance	\$ 223,970	\$ 223,970	\$ 223,970
Licenses/ Permits	\$ 1,065,450	\$ 2,130,900	\$ 1,065,450
Subcontracts	\$ 7,240,335	\$ 14,480,671	\$ 14,480,671
Facilities			
Short Term Leased Lines			
Direct Labor Overhead	\$ 350,152	\$ 350,152	\$ 206,520
Development			
Data Storage			
Contract Equipment - Fiber			
Contract Equipment - Equipment			
Preaward Consulting	\$ 136,263		
Other Pre-Award (Labor, Benefits, Other)			
Total	\$ 10,767,074	\$ 19,905,746	\$ 18,295,378

Forecast Period

Year 4	Year 5	Year 6	Year 7	Year 8	Year 9
\$ 1,209,951	\$ 1,641,695	\$ 1,995,559	\$ 2,367,579	\$ 2,808,952	\$ 3,332,607
\$ 296,438	\$ 402,215	\$ 488,912	\$ 580,057	\$ 688,193	\$ 816,489
\$ 783,956	\$ 783,956	\$ 783,956	\$ 783,956	\$ 783,956	\$ 783,956
\$ 5,445	\$ 5,445	\$ 5,445	\$ 5,445	\$ 5,445	\$ 5,445
\$ 37,308	\$ 37,308	\$ 37,308	\$ 37,308	\$ 37,308	\$ 37,308
\$ 27,945	\$ 27,945	\$ 27,945	\$ 27,945	\$ 27,945	\$ 27,945
\$ 16,385	\$ 16,385	\$ 16,385	\$ 16,385	\$ 16,385	\$ 16,385
\$ 24,479	\$ 24,479	\$ 24,479	\$ 24,479	\$ 24,479	\$ 24,479
\$ 394,362	\$ 394,362	\$ 394,362	\$ 394,362	\$ 394,362	\$ 394,362
\$ 43,200	\$ 43,200	\$ 43,200	\$ 43,200	\$ 43,200	\$ 43,200
\$ 4,169	\$ 4,169	\$ 4,169	\$ 4,169	\$ 4,169	\$ 4,169
\$ 11,520	\$ 11,520	\$ 11,520	\$ 11,520	\$ 11,520	\$ 11,520
\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000	\$ 108,000
\$ 223,970	\$ 223,970	\$ 223,970	\$ 223,970	\$ 223,970	\$ 223,970
\$ 361,533	\$ 490,538	\$ 596,273	\$ 707,432	\$ 839,315	\$ 995,783
\$ 3,550,162	\$ 4,216,687	\$ 4,762,983	\$ 5,337,307	\$ 6,018,699	\$ 6,827,118

Year 10	Year 11	Year 12	Total
\$ 3,953,884	\$ 4,690,982	\$ 5,565,493	\$ 30,601,584
			\$ -
			\$ -
\$ 968,702	\$ 1,149,291	\$ 1,363,546	\$ 7,497,388
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
\$ 783,956	\$ 783,956	\$ 783,956	\$ 8,623,513
\$ 5,445	\$ 5,445	\$ 5,445	\$ 65,334
\$ 37,308	\$ 37,308	\$ 37,308	\$ 410,391
\$ 27,945	\$ 27,945	\$ 27,945	\$ 335,344
\$ 16,385	\$ 16,385	\$ 16,385	\$ 196,620
\$ 24,479	\$ 24,479	\$ 24,479	\$ 293,748
			\$ -
			\$ -
\$ 394,362	\$ 394,362	\$ 394,362	\$ 4,190,101
\$ 43,200	\$ 43,200	\$ 43,200	\$ 518,400
\$ 4,169	\$ 4,169	\$ 4,169	\$ 50,025
\$ 11,520	\$ 11,520	\$ 11,520	\$ 138,240
\$ 1,500	\$ 1,500	\$ 1,500	\$ 18,000
\$ 108,000	\$ 108,000	\$ 108,000	\$ 1,296,000
\$ 223,970	\$ 223,970	\$ 223,970	\$ 2,687,643
			\$ 4,261,800
			\$ 36,201,677
			\$ -
			\$ -
\$ 1,181,421	\$ 1,401,665	\$ 1,662,969	\$ 9,143,753
			\$ -
			\$ -
			\$ -
			\$ 136,263
			\$ -
\$ 7,786,245	\$ 8,924,177	\$ 10,274,247	\$ 106,665,824

Notes/Assumptions

Operational Income for IRU Lease

Installation Labor - during 3-year grant

OSURF Benefit Rate 29.2%

Supplies, Misc Equipment, Other Expenses

Purchased Services, University Overhead

Fiber Characterization - Dark Fiber

Mailing Services

Equipment Maint - Juniper Mesh Gear

Equipment Mainte in the SE - 2 Waves worth

Fiber Maintenance - New Routes in SE

OARnet Fiber Maint in the SE - 2 waves worth

Colocation on new dark fiber

OARnet Colocation in the SE - 2 waves worth

Misc Operational Travel

Circuit charges/ Cross Connects

Office Phones

Utilities - General

Space Rent - Kinnear Rd

Ann O'Beay Consulting/ Red Team Consulting

Misc OARnet Direct Labor for Proposal Development

Income Statement

	Forecast Period	
	Year 1	Year 2
Revenues		
Broadband Offerings		
Wholesale Data	\$ 72,860	\$ 74,958
Retail Data		\$ -
Dark Fiber	\$ -	\$ -
Collocation	\$ -	\$ -
ARRA-BTOP Funding - IRU Cap Lease	\$ 84,000	\$ 84,000
ARRA-BTOP Funding - Capital Equip	\$ 74,283	\$ 74,283
ARRA-BTOP Funding - Proposal Prep/Install	\$ 34,265	\$ 16,559
Contribution - OARnet Match - Mesh Upgrade	\$ 189,040	\$ 189,040
Contribution - OARnet Match - Cash Proposal Prep/Install	\$ 14,685	\$ 7,097
Contribution - OARnet Match - Cash Equip	\$ 31,836	\$ 31,836
Contribution - OARnet Match - Cash IRU Cap Lease	\$ 36,000	\$ 36,000
Other (list specific services)	\$ -	\$ -
Other Network Driven Revenues		
Video Services	\$ -	\$ -
Voice Services (local/toll/long distance)	\$ -	\$ -
Other (list specific services)	\$ -	\$ -
Universal Service Fund	\$ -	\$ -
Installation Revenues	\$ -	\$ -
Other Revenues	\$ -	\$ -
Total Revenues	\$ 536,969	\$ 513,773
Expenses		
Backhaul	\$ -	\$ -
Network Maintenance/Monitoring	\$ -	\$ -
Utilities	\$ -	\$ -
Leasing	\$ -	\$ -
Sales/Marketing	\$ -	\$ -
Customer Care	\$ -	\$ -
Billing	\$ -	\$ -
Corporate G&A	\$ -	\$ -
Other Operating Expense (See Attached)	\$ 227,077	\$ 203,992
Total	\$ 227,077	\$ 203,992
EBITDA	\$ 309,892	\$ 309,782
Depreciation	\$ 295,159	\$ 295,159
Amortization	\$ -	\$ -
Earnings Before Interest and Taxes	\$ 14,733	\$ 14,622
Interest Expense	\$ -	\$ -

Income Before Taxes	\$ 14,733	\$ 14,622
Net Income	\$ 14,733	\$ 14,622

\$ 14,627	\$ 14,760	\$ 15,040	\$ 15,483	\$ 16,111	\$ 16,944
\$ 14,627	\$ 14,760	\$ 15,040	\$ 15,483	\$ 16,111	\$ 16,944

Year 9	Year 10	Year 11	Year 12	Total
\$ 96,211	\$ 100,469	\$ 105,121	\$ 110,203	\$ 1,065,853
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 84,000	\$ 84,000	\$ 84,000	\$ 84,000	\$ 1,008,000
\$ 74,283	\$ 74,283	\$ -	\$ -	\$ 742,831
\$ -	\$ -	\$ -	\$ -	\$ 56,884
\$ 189,040	\$ 189,040	\$ -	\$ -	\$ 1,890,405
\$ -	\$ -	\$ -	\$ -	\$ 24,379
\$ 31,836	\$ 31,836	\$ -	\$ -	\$ 318,356
\$ 36,000	\$ 36,000	\$ 36,000	\$ 36,000	\$ 432,000
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 511,370	\$ 515,628	\$ 225,121	\$ 230,203	\$ 5,538,709
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ 17,997	\$ 18,537	\$ 36,535
\$ 198,203	\$ 201,141	\$ 204,186	\$ 207,343	\$ 2,383,667
\$ 198,203	\$ 201,141	\$ 222,183	\$ 225,881	\$ 2,420,202
\$ 313,167	\$ 314,487	\$ 2,937	\$ 4,323	\$ 3,118,507
\$ 295,159	\$ 295,159	\$ -	\$ -	\$ 2,951,593
\$ -	\$ -	\$ -	\$ -	\$ -
\$ 18,008	\$ 19,328	\$ 2,937	\$ 4,323	\$ 166,915
\$ -	\$ -	\$ -	\$ -	\$ -

\$ 18,008	\$ 19,328	\$ 2,937	\$ 4,323	\$ 166,915
\$ 18,008	\$ 19,328	\$ 2,937	\$ 4,323	\$ 166,915

BUDGET INFORMATION - Construction Programs

OMB Approval No. 4040-0008
Expiration Date 07/30/2010

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 268,147.00	\$	\$ 268,147.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 4,261,800.00	\$	\$ 4,261,800.00
3. Relocation expenses and payments	\$	\$	\$ 0.00
4. Architectural and engineering fees	\$	\$	\$ 0.00
5. Other architectural and engineering fees	\$ 1,230,720.00	\$	\$ 1,230,720.00
6. Project inspection fees	\$	\$	\$ 0.00
7. Site work	\$ 180,250.00	\$	\$ 180,250.00
8. Demolition and removal	\$	\$	\$ 0.00
9. Construction	\$ 35,225,331.00	\$	\$ 35,225,331.00
10. Equipment	\$ 28,631,231.00	\$	\$ 28,631,231.00
11. Miscellaneous	\$ 185,000.00	\$	\$ 185,000.00
12. SUBTOTAL (sum of lines 1- 11)	\$ 69,982,479.00	\$ 0.00	\$ 69,982,479.00
13. Contingencies	\$	\$	\$ 0.00
14. SUBTOTAL	\$ 69,982,479.00	\$ 0.00	\$ 69,982,479.00
15. Project (program) income	\$	\$	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 69,982,479.00	\$ 0.00	\$ 69,982,479.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.			Enter eligible costs from line 16c Multiply X 100 % \$ 69,982,479.00

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column . - This is the net of lines 1 through 16 in columns "a." and "b."

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date 07/30/2010

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-1 33, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

*SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	*TITLE 268,147.00 COO
*APPLICANT ORGANIZATION ONE COMMUNITY	*DATE SUBMITTED 3/26/2010 268,147.00

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS AND LOBBYING

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 26, "Governmentwide Debarment and Suspension (Nonprocurement)" and 15 CFR Part 28, "New Restrictions on Lobbying."

1. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 15 CFR Part 26, Section 26.510, Participants responsibilities, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subtier recipient will have a critical influence on or substantive control over the award), as defined at 15 CFR Part 26, Sections 26.105 and 26.110 -

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2 LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification(s).

NAME OF APPLICANT

ONECommunity

AWARD NUMBER AND/OR PROJECT NAME

TRANSFORMING NE OHIO

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

CHARLES BERRY, COO

SIGNATURE



DATE

May 11, 2010

Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, 'New Restrictions on Lobbying.' The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Commerce determines to award the covered transaction, grant, or cooperative agreement.

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

* NAME OF APPLICANT

ONECommunity

* AWARD NUMBER

EASY GRANTS ID: 4395

* PROJECT NAME

TRANSFORMING NE OHIO: FROM RUST BELT TO TECH POWERHOUSE - AN OMDC PROJECT

Prefix:

* First Name:

Middle Name:

CHARLES

* Last Name:

Suffix:

BERRY

* Title:

COO

* SIGNATURE:

Charles Berry

* DATE: May 11, 2010

Completed by Grants.gov upon submission.

Completed by Grants.gov upon submission.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

U.S. Department of Commerce
Broadband Technology Opportunities Program
Authentication and Certifications

1. I certify that I am the duly Authorized Organization Representative (AOR) of the applicant organization, and that I have been authorized to submit the attached application on its behalf.
2. I certify that I have examined this application, that all of the information and responses in this application, including certifications, and forms submitted, all of which are part of this grant application, are material representations of fact and true and correct to the best of my knowledge, that the entity(ies) that is requesting grant funding pursuant to this application and any subgrantees and subcontractors will comply with the terms, conditions, purposes, and federal requirements of the grant program; that no kickbacks were paid to anyone; and that a false, fictitious, or fraudulent statements or claims on this application are grounds for denial or termination of a grant award, and/or possible punishment by a fine or imprisonment as provided in 18 U.S.C. §1001 and civil violations of the False Claims Act.
3. I certify that the entity(ies) I represent has and will comply with all applicable federal, state, and local laws, rules, regulations, ordinances, codes, orders and programmatic rules and requirements relating to the project. I acknowledge that failure to do so may result in rejection or deobligation of the grant or loan award. I acknowledge that failure to comply with all federal and program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
4. I certify that the entity(ies) I represent has and will comply with all applicable administrative and federal statutory, regulatory, and policy requirements set forth in the Department of Commerce Pre-Award Notification Requirements for Grants and Cooperative Agreements (“DOC Pre-Award Notification”), published in the Federal Register on February 11, 2008 (73 FR 7696), as amended; DOC Financial Assistance Standard Terms and Conditions (Mar. 8, 2009); the Department of Commerce American Recovery and Reinvestment Act Award Terms (Apr. 9, 2009); and any Special Award Terms and Conditions that are included by the Grants Officer in the award.
5. I certify that any funds awarded to the entity(ies) I represent as a result of this application will not result in any unjust enrichment of such entity(ies) or duplicate any funds such entity(ies) receives under federal universal service support programs administered by the Universal Service Administrative Corporation (USAC).
6. I certify that the entity(ies) I represent has secured access to pay the 20% of total project cost or has petitioned the Assistant Secretary of NTIA for a waiver of the matching requirement.

March 25, 2010
Date



Authorized Organization Representative Signature

Charles Berry

Print Name

Chief Operating Officer

Title

Comprehensive Community Infrastructure Key Metrics Dashboard

Please refer to the CCI Grant Guidelines for instructions on completing this form.

Applicant Profile	
Applicant Name	OneCommunity
Title	Transforming NE Ohio: From Rust Belt to Tech Powerhouse, an Ohio Middle Mile Consortium Project
Easygrants ID	4395
Headquarters	Cleveland, OH
Size (2009 Data) of Applicant Entity	<ul style="list-style-type: none"> Current Year Revenues: \$7,823,802 Employees: 25
Technology Type	Fiber, DWDM, MPLS, Ethernet
Key Partners	OARnet (State of Ohio's Academic and Research Network), State of Ohio Office of Information Technology (Public Safety and Emergency Response), Ohio Middle Mile Consortium (OMMC), Medina County Port Authority, Cuyahoga County, Stark County, Lorain County, Lorain County Community College, City of Akron, Hometown Cable, Conneaut Cable, Consolidated Electric Cooperative, Cisco, Fujitsu, A-D Technologies, Texcel, OFS Fitel, Zayo, Horizon Telecom, ComNet, MultiLink, GNJ Construction.

Project Economics			
Budget Information		Project Financials	
Project Budget	\$69,982,479	Project Revenues (Yr 8)	\$41,794,929
Federal Contribution (%)	64.1%	Net Income and Margin (Yr 8)	\$6,426,953 15.4%
Cash Match Amount (%)	30.23%	EBITDA and Margin (Yr 8)	\$10,369,420 24.8%
In Kind Match Amount (%)	5.76%	Rate of Return (w/o BTOP Funds)	-8%
Middle Mile/Last Mile Budget Allocation		Rate of Return (w/ BTOP Funds)	17%
Middle Mile Percentage (%)	100	Cost Efficiency	
Last Mile Percentage (%)	0	Cost per Mile (MM)	\$34,162,000
Rural Last Mile Percentage	0	Cost per Household (LM)	

Market Territory	
Geographic Area(s)	
Middle Mile Network Composition	
Total Proposed Network Miles (MM only)	<ul style="list-style-type: none"> Total Miles: 2900 Backbone Miles: 2217 Lateral Miles: 683
New Construction Network Miles (MM only)	<ul style="list-style-type: none"> Total Miles: 900 Backbone Miles: 617 Lateral Miles: 283

Comprehensive Community Infrastructure Key Metrics Dashboard

Existing Applicant Network Miles Utilized (MM only)	<ul style="list-style-type: none"> Total Miles: 1200 Backbone Miles: 1050 Lateral Miles: 150
Leased Network Miles Utilized (MM only)	<ul style="list-style-type: none"> Total Miles: 800 Backbone Miles: 550 Lateral Miles: 250
Underserved/Unserved	<ul style="list-style-type: none"> Percentage of Backbone Miles in Underserved/Unserved Areas: 51% Percentage of Lateral Miles in Underserved/Unserved Areas: 60%
Existing Customer Base	
Existing Residential/Individual Customers within PFSA	<p>0 (OneCommunity is a non-profit provider of broadband services to government, health care, education and other community anchor institutions)</p> <p>OneCommunity provides connectivity indirectly to residential customers through mile providers riding our middle mile backbone.</p>
Existing Business Customers within PFSA	<p>0 (OneCommunity is a non-profit provider of broadband services to government, health care, education and other community anchor institutions)</p> <p>OneCommunity provides connectivity indirectly to residential customers through mile providers riding our middle mile backbone.</p>
Existing Community Anchor Institution Customers within PFSA	<ul style="list-style-type: none"> Total CAI's: 1500 Community Colleges: 7 Public Safety Entities: 32
Existing Third Party Service Provider Customers within PFSA	11
Potential Customer Base	
Market Potential Households (within PFSA)	<ul style="list-style-type: none"> Total HH's: 2,166,554 Located in Underserved/Unserved Areas: 620,000
Market Potential Businesses (within PFSA)	<ul style="list-style-type: none"> Total Businesses: 210,997 Located in Underserved/Unserved Areas: 42,000
Market Potential Community Anchor Institutions (within PFSA)	<ul style="list-style-type: none"> Total CAI's: 6850 Located in Underserved/Unserved Areas: 1625 Community Colleges: 55 Public Safety Entities: 250
Market Potential Third Party Service Providers (within PFSA)	<ul style="list-style-type: none"> Total Third Party Service Providers in PFSA: 47 Expressing Commitment or Letter of Interest: 5 (not including existing last mile provider partners)
Funded Network Coverage	
Households Connected to Network (via BTOP Funds by end of Year 3)	<ul style="list-style-type: none"> Total Households Connected: 0 (Located in Underserved/Unserved Areas: 0

Comprehensive Community Infrastructure Key Metrics Dashboard

Businesses Connected to Network (via BTOP Funds by end of Year 3)	<ul style="list-style-type: none"> Total Businesses Connected: 0 Located in Underserved/Unserved Areas: 0
Community Anchor Institutions Directly Connected (via BTOP Funds by end of Year 3)	<ul style="list-style-type: none"> Total Directly Connected CAI's: 796 Located in Underserved/Unserved Areas: 650 Community Colleges: 30 Public Safety Entities: 85
Projected Subscribers by Year Five	<p><u>Directly Served by Applicant</u></p> <ul style="list-style-type: none"> Community Anchor Institutions: 1348 Households: 0 (except via last mile carriers) Businesses: 0 (except via last mile carriers) Third Party Service Providers: 19 <p><u>Served by Proposed Network Via Third Party Service Provider</u></p> <ul style="list-style-type: none"> Community Anchor Institutions: 1432 Households: 0 (except as direct customers of last mile carriers) Businesses: 0 (except as direct customers of last mile carriers)

Other	
Proposed MM Network Capacity	<ul style="list-style-type: none"> Backbone: 10 Gbps to 100 Gbps Laterals: 10 Gbps to 100 Gbps
Proposed LM Network Speed	<ul style="list-style-type: none"> Highest offered speed tier: 100 Gbps to Community Anchor Institutions Estimated Average speed for highest speed tier: 100 Gbps to Community Anchor Institutions
Total Points of Interconnection	<ul style="list-style-type: none"> Total Pol's: 218 Pol's in Underserved/Unserved Areas: 58 Environmentally-controlled, non-passive Pols:218
Jobs Created	<ul style="list-style-type: none"> Direct Job-years: 192 Indirect Job-years: 127 Induced Job-years: 180
Required Time for Project Completion (Number of Required Quarters to Fully Build-out and Test Network and Make Ready for Commercial Service)	<p>The project will be substantially (85%) complete in eight (8) Quarters, and fully complete in 10 Quarters to full completion. Segments and direct connections to community anchor institutions will be lit as completed, however, and we expect to have connected 90% of all planned community anchor institutions with full functionality by the end of Q8.</p>

BTOP Comprehensive Community Infrastructure Service Offerings and Competitor Data Template

Please complete the complete the following worksheets--either of the Last Mile or Middle Mile Service Offerings worksheets may be omitted if the applicant is not proposing to provide services of that type.

For both the Last Mile and Middle Mile Service Offerings worksheets, the service offerings should include all relevant tiers and markets (*e.g.* residential, business, wholesale). Applicants should be sure to include details on any services that would be offered at discounted rates to particular classes of customers (*e.g.* community anchor institutions or third party service providers).

In the Last Mile Service Offerings worksheet, applicants are required to provide estimated average end user speeds. Average speeds should be the average sustained actual, non-burst speeds that an end user would receive during a peak hour. For purposes of calculating these speeds, applicants should utilize their subscriber projections for year eight of the project, and develop subscriber utilization projections that are consistent with any additional services the applicant plans to offer. For wireless broadband services, this speed should be an average of the speeds available across an entire cell. Beyond these general guidelines, due to the multiplicity of technical solutions that may be proposed, the applicants may use discretion to determine the most reasonable manner in which to estimate actual speeds on their network. Applicants should explain the underlying assumptions used to calculate the average speeds in the space provided.

In the Competitor Data worksheet, applicants are required to provide data on both last mile and middle mile service providers, regardless of whether the applicant proposes to offer both last mile and middle mile services. In the column titled Service Areas Where Service Offered, applicants should list all of the Last Mile and Middle Mile Service Areas within their Proposed Funded Service area in which the listed services area available. Please ensure that the Service Area names are consistent with those provided within the application and the Service Areas attachment. If the actual availability of the listed services is limited (*e.g.* the service is only available within part of the

Last Mile or Middle Mile Service Area), note this in the Other Comments column.

In contrast to several other attachment templates in this application, the data provided via this template will NOT be subject to automated processing. These templates worksheets are provided to demonstrate the level of data required and to provide a suggested format. Applicants are free to modify the template layouts in order to provide the most effective presentation of the data for their specific project. Applicants should, however, ensure that they provide at least as much detail as these templates require. To the extent that you modify these templates please ensure that the print layouts are adjusted so that rows do not break across pages in a manner that will be difficult to understand. It is recommended that you provide these documents in PDF format when submitting a copy of your application on an appropriate electronic medium, such as a DVD, CD-ROM, or flash drive.

Proposed Middle Mile Service Offerings

Name of Service Offering	Distance Band or Point to Point	Minimum Peak Load Network Bandwidth Capacity (Mbps)	Monthly/Yearly Pricing (\$)	Service Tiers	Other Comments/Description/Features or Limitations
Middle Mile - Waves	Network Access Point	10 Gbps	\$ 5,250.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio), requires last mile fiber access.
Middle Mile - Waves	Network Access Point	1Gbps	\$ 1,600.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio), requires last mile fiber access.
Middle Mile - Waves	Protected - Dual Network Access Points	10 Gbps	\$ 7,875.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio), requires last mile fiber access.
Middle Mile - Waves	Protected - Dual Network Access Points	1Gbps	\$ 2,400.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio), requires last mile fiber access.
Middle Mile - Dark Fiber	Network Access Point	Per Pair - Unprotected	Individual Case Basis (ICB)	Commercial and Community Anchor Institutions	Within Region (Northern Ohio), requires last mile fiber access.
Middle Mile - Dark Fiber	Protected - Dual Network Access Points	Per Pair - Protected	Individual Case Basis (ICB)	Commercial and Community Anchor Institutions	Within Region (Northern Ohio), requires last mile fiber access.
Middle Mile - Metro Ethernet Fiber Services Unprotected (Single Network Entrance Point)	Network Access Point	10 Gbps	\$ 5,250.00	Commercial and Community Anchor Institutions	Single Point (Site) Access to EoMPLS network, upstream Internet or Second Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site to either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Unprotected (Single Network Entrance Point)	Network Access Point	1Gbps	\$ 1,600.00	Commercial and Community Anchor Institutions	Single Point (Site) Access to EoMPLS network, upstream Internet or Second Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site to either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Unprotected (Single Network Entrance Point)	Network Access Point	600 Mbps	\$ 1,195.00	Commercial and Community Anchor Institutions	Single Point (Site) Access to EoMPLS network, upstream Internet or Second Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site to either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Unprotected (Single Network Entrance Point)	Network Access Point	300 Mbps	\$ 1,095.00	Commercial and Community Anchor Institutions	Single Point (Site) Access to EoMPLS network, upstream Internet or Second Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site to either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Unprotected (Single Network Entrance Point)	Network Access Point	100 Mbps	\$ 650.00	Commercial and Community Anchor Institutions	Single Point (Site) Access to EoMPLS network, upstream Internet or Second Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site to either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Unprotected (Single Network Entrance Point)	Network Access Point	40 Mbps	\$ 550.00	Commercial and Community Anchor Institutions	Single Point (Site) Access to EoMPLS network, upstream Internet or Second Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site to either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Unprotected (Single Network Entrance Point)	Network Access Point	20 Mbps	\$ 475.00	Commercial and Community Anchor Institutions	Single Point (Site) Access to EoMPLS network, upstream Internet or Second Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site to either directly connect to the MPLS network or gain access through a local access provider.

Proposed Middle Mile Service Offerings

Name of Service Offering	Distance Band or Point to Point	Minimum Peak Load Network Bandwidth Capacity (Mbps)	Monthly/Yearly Pricing (\$)	Service Tiers	Other Comments/Description/Features or Limitations
Middle Mile - Metro Ethernet Fiber Services Unprotected (Single Network Entrance Point)	Network Access Point	10 Mbps	\$ 430.00	Commercial and Community Anchor Institutions	Single Point (Site) Access to EoMPLS network, upstream Internet or Second Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site to either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Unprotected (Single Network Entrance Point)	Network Access Point	5 Mbps	\$ 275.00	Commercial and Community Anchor Institutions	Single Point (Site) Access to EoMPLS network, upstream Internet or Second Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site to either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Protected (Diverse physical entrance with dual Point of Presence, (PoP) access to regional ring.):	Network Access Point	10 Gbps	\$ 7,875.00	Commercial and Community Anchor Institutions	Dual, Physically Diverse (Site) Access to EoMPLS network, upstream Internet or Second diverse Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Protected (Diverse physical entrance with dual Point of Presence, (PoP) access to regional ring.):	Network Access Point	1Gbps	\$ 2,400.00	Commercial and Community Anchor Institutions	Dual, Physically Diverse (Site) Access to EoMPLS network, upstream Internet or Second diverse Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Protected (Diverse physical entrance with dual Point of Presence, (PoP) access to regional ring.):	Network Access Point	600 Mbps	\$ 1,792.50	Commercial and Community Anchor Institutions	Dual, Physically Diverse (Site) Access to EoMPLS network, upstream Internet or Second diverse Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Protected (Diverse physical entrance with dual Point of Presence, (PoP) access to regional ring.):	Network Access Point	300 Mbps	\$ 1,642.50	Commercial and Community Anchor Institutions	Dual, Physically Diverse (Site) Access to EoMPLS network, upstream Internet or Second diverse Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Protected (Diverse physical entrance with dual Point of Presence, (PoP) access to regional ring.):	Network Access Point	100 Mbps	\$ 975.00	Commercial and Community Anchor Institutions	Dual, Physically Diverse (Site) Access to EoMPLS network, upstream Internet or Second diverse Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Protected (Diverse physical entrance with dual Point of Presence, (PoP) access to regional ring.):	Network Access Point	40 Mbps	\$ 825.00	Commercial and Community Anchor Institutions	Dual, Physically Diverse (Site) Access to EoMPLS network, upstream Internet or Second diverse Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Protected (Diverse physical entrance with dual Point of Presence, (PoP) access to regional ring.):	Network Access Point	20 Mbps	\$ 712.50	Commercial and Community Anchor Institutions	Dual, Physically Diverse (Site) Access to EoMPLS network, upstream Internet or Second diverse Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Protected (Diverse physical entrance with dual Point of Presence, (PoP) access to regional ring.):	Network Access Point	10 Mbps	\$ 645.00	Commercial and Community Anchor Institutions	Dual, Physically Diverse (Site) Access to EoMPLS network, upstream Internet or Second diverse Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site either directly connect to the MPLS network or gain access through a local access provider.
Middle Mile - Metro Ethernet Fiber Services Protected (Diverse physical entrance with dual Point of Presence, (PoP) access to regional ring.):	Network Access Point	5 Mbps	\$ 412.50	Commercial and Community Anchor Institutions	Dual, Physically Diverse (Site) Access to EoMPLS network, upstream Internet or Second diverse Access Point forming a Point-to-Point (PoP) network connection across the MPLS core Requires each site either directly connect to the MPLS network or gain access through a local access provider.

Proposed Middle Mile Service Offerings

Name of Service Offering	Distance Band or Point to Point	Minimum Peak Load Network Bandwidth Capacity (Mbps)	Monthly/Yearly Pricing (\$)	Service Tiers	Other Comments/Description/Features or Limitations
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	600 Mbps	\$ 1,195.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio), line of sight, requires CPE.
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	300 Mbps	\$ 995.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio), line of sight, requires CPE.
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	100 Mbps	\$ 695.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio), line of sight, requires CPE.
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	40 Mbps	\$ 595.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio), line of sight, requires CPE.
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	20 Mbps	\$ 345.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio), line of sight, requires CPE.
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	10 Mbps	\$ 295.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio), line of sight, requires CPE.
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	5 Mbps	\$ 125.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio), line of sight, requires CPE.
Bulk Internet Rates (Upstream Internet Services in Megabits Per Second added to Network Access)	Per Mbps	10 Gbps	\$ 4.00	Commercial and Community Anchor Institutions	Wholesale Internet access provided over middle mile access infrastructure.
Bulk Internet Rates (Upstream Internet Services in Megabits Per Second added to Network Access)	Per Mbps	1Gbps	\$ 8.00	Commercial and Community Anchor Institutions	Wholesale Internet access provided over middle mile access infrastructure.
Bulk Internet Rates (Upstream Internet Services in Megabits Per Second added to Network Access)	Per Mbps	600 Mbps	\$ 10.00	Commercial and Community Anchor Institutions	Wholesale Internet access provided over middle mile access infrastructure.
Bulk Internet Rates (Upstream Internet Services in Megabits Per Second added to Network Access)	Per Mbps	300 Mbps	\$ 15.00	Commercial and Community Anchor Institutions	Wholesale Internet access provided over middle mile access infrastructure.
Bulk Internet Rates (Upstream Internet Services in Megabits Per Second added to Network Access)	Per Mbps	100 Mbps	\$ 20.00	Commercial and Community Anchor Institutions	Wholesale Internet access provided over middle mile access infrastructure.
Bulk Internet Rates (Upstream Internet Services in Megabits Per Second added to Network Access)	Per Mbps	40 Mbps	\$ 25.00	Commercial and Community Anchor Institutions	Wholesale Internet access provided over middle mile access infrastructure.
Bulk Internet Rates (Upstream Internet Services in Megabits Per Second added to Network Access)	Per Mbps	20 Mbps	\$ 25.00	Commercial and Community Anchor Institutions	Wholesale Internet access provided over middle mile access infrastructure.
Bulk Internet Rates (Upstream Internet Services in Megabits Per Second added to Network Access)	Per Mbps	10 Mbps	\$ 25.00	Commercial and Community Anchor Institutions	Wholesale Internet access provided over middle mile access infrastructure.
Middle Mile - Waves	Point-to-Point	10 Gbps	\$ 5,000.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio)
Middle Mile - Waves	Point-to-Point	1Gbps	\$ 2,500.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio)
Middle Mile - Waves	Protected	10 Gbps	\$ 10,000.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio)

Proposed Middle Mile Service Offerings

Name of Service Offering	Distance Band or Point to Point	Minimum Peak Load Network Bandwidth Capacity (Mbps)	Monthly/Yearly Pricing (\$)	Service Tiers	Other Comments/Description/Features or Limitations
Middle Mile - Waves	Protected	1Gbps	\$ 5,000.00	Commercial and Community Anchor Institutions	Within Region (Northern Ohio)
Middle Mile - Dark Fiber	Point-to-Point	Per Pair - Unprotected	\$ 1,500.00	Commercial and Community Anchor Institutions	Within County Served
Middle Mile - Dark Fiber	Point-to-Point	Per Pair - Protected	\$ 2,750.00	Commercial and Community Anchor Institutions	Within County Served
Middle Mile - Metro Ethernet Fiber Services Unprotected	Point-to-Point	10 Gbps	\$ -	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Unprotected	Point-to-Point	1Gbps	\$ 600.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Unprotected	Point-to-Point	600 Mbps	\$ 300.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Unprotected	Point-to-Point	300 Mbps	\$ 100.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Unprotected	Point-to-Point	100 Mbps	\$ 40.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Unprotected	Point-to-Point	40 Mbps	\$ 20.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Unprotected	Point-to-Point	20 Mbps	\$ 10.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Unprotected	Point-to-Point	10 Mbps	\$ 5.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Unprotected	Point-to-Point	10 Gbps	\$ 10,500.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Protected	Point-to-Point	1Gbps	\$ 1,600.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Protected	Point-to-Point	600 Mbps	\$ 1,500.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Protected	Point-to-Point	300 Mbps	\$ 1,400.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Protected	Point-to-Point	100 Mbps	\$ 1,200.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Protected	Point-to-Point	40 Mbps	\$ 1,000.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile - Metro Ethernet Fiber Services Protected	Point-to-Point	20 Mbps	\$ 900.00	Commercial and Community Anchor Institutions	Plus Last Mile Services

Proposed Middle Mile Service Offerings

Name of Service Offering	Distance Band or Point to Point	Minimum Peak Load Network Bandwidth Capacity (Mbps)	Monthly/Yearly Pricing (\$)	Service Tiers	Other Comments/Description/Features or Limitations
Middle Mile - Metro Ethernet Fiber Services Protected	Point-to-Point	10 Mbps	\$ 800.00	Commercial and Community Anchor Institutions	Plus Last Mile Services
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	600 Mbps	\$ -	Commercial and Community Anchor Institutions	Requires CPE
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	300 Mbps	\$ 1,000.00	Commercial and Community Anchor Institutions	Requires CPE
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	100 Mbps	\$ 600.00	Commercial and Community Anchor Institutions	Requires CPE
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	40 Mbps	\$ 300.00	Commercial and Community Anchor Institutions	Requires CPE
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	20 Mbps	\$ 100.00	Commercial and Community Anchor Institutions	Requires CPE
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	10 Mbps	\$ 40.00	Commercial and Community Anchor Institutions	Requires CPE
Middle Mile Wireless Services	Distance Band (Line-of-Sight), 15 Miles	5 Mbps	\$ 20.00	Commercial and Community Anchor Institutions	Requires CPE
Bulk Internet Rates	Per Mbps	10 Gbps	\$ 4.00	Commercial and Community Anchor Institutions	Wholesale
Bulk Internet Rates	Per Mbps	1Gbps	\$ 8.00	Commercial and Community Anchor Institutions	Wholesale
Bulk Internet Rates	Per Mbps	600 Mbps	\$ 10.00	Commercial and Community Anchor Institutions	Wholesale
Bulk Internet Rates	Per Mbps	300 Mbps	\$ 15.00	Commercial and Community Anchor Institutions	Wholesale
Bulk Internet Rates	Per Mbps	100 Mbps	\$ 20.00	Commercial and Community Anchor Institutions	Wholesale
Bulk Internet Rates	Per Mbps	40 Mbps	\$ 25.00	Commercial and Community Anchor Institutions	Wholesale
Bulk Internet Rates	Per Mbps	20 Mbps	\$ 25.00	Commercial and Community Anchor Institutions	Wholesale
Bulk Internet Rates	Per Mbps	10 Mbps	\$ 25.00	Commercial and Community Anchor Institutions	Wholesale

Competitor Data

Competitor Data - Middle Mile Service Providers

Service Provider	Service Areas Where Service Available	Technology Platform	Service Tiers	Downstream Speed	Monthly Pricing	Other Comments/Description/Features or Limitations
Windstream	Service Area 1/Census Community 1	Metro Ethernet	Mid-Tier Plan	10 Mbps	\$ 1,680.00	Plus Construction where fiber is available
Zayo	Northern Ohio Region (Mid Central from Columbus to Cleveland/Toledo to Lima, OH and Troy-Piqua-Sidney, I-75 Corridor in Northwest Ohio.	WAVE	Mid-Tier Plan	1 Gbps	Ranges by location from \$2,900 to \$9,350	Metro Regional bands in IXC and LEC PoPs requiring Customer Provided Fiber to Carrier PoP on both Ends
Zayo	Northern Ohio Region (Mid Central from Columbus to Cleveland/Toledo to Lima, OH and Troy-Piqua-Sidney, I-75 Corridor in Northwest Ohio.	WAVE	Mid-Tier Plan	1 Gbps	Ranges by location from \$2,900 to \$9,350	Regional bands to IXC and LEC PoPs (Where available requiring Customer Provided Fiber to Carrier PoP on both Ends
Zayo	Northern Ohio Region (Mid Central from Columbus to Cleveland/Toledo to Lima, OH and	OC3	Mid-Tier Plan	100Mb	\$5,750.00	Plus Construction to Zayo PoP in Delaware by Customer
Zayo	Northern Ohio Region (Mid Central from Columbus to Cleveland/Toledo to Lima, OH and	DS3	Mid-Tier Plan	45Mbps	\$2,295.00	Plus Construction to Carrier PoP by customer at each end
US Signal	Toledo	Internet Access	Mid-Tier Plan	300 Mbps	\$4,950.00	\$16.50 per Mbps, Fiber to Carrier DIA Physical-Virtual Metro PoP
Qwest	Akron, Cleveland, Youngstown, Columbus	Internet Access	Mid-Tier Plan	300 Mbps	\$4,800.00	\$16.00 per Mbps, Fiber to Carrier DIA Physical-Virtual Metro PoP
CityNet	Columbus	Internet Access	Mid-Tier Plan	200 Mbps	\$5,600.00	\$28 per Mbps, Fiber to Carrier DIA Physical-Virtual Metro PoP
Time Warner	Service Area 2/Census Community 2	Cable Modem - Docsis, Fiber Metro Ethernet	Entry Level Plan	7 Mbps	\$ 595.00	Plus Construction where fiber is available
			Highest Speed Plan	15 Mbps	\$ 2,850.00	Plus Construction where fiber is available
Time Warner	Northern Ohio Region (Mid Central from Columbus to Cleveland/Toledo to Ashtabula, Eastern Ohio and Lima, Troy-Piqua-Sidney, I-75 Corridor in Northwest Ohio.	Metro Ethernet (Where available) and Internet Access	Highend-Tier Plan	1 Gbps	\$5,200.00	\$26 per Mbps, Fiber to Carrier DIA Physical-Virtual Metro PoP
Time Warner	Northern Ohio Region (Mid Central from Columbus to Cleveland/Toledo to Ashtabula, Eastern Ohio and Lima, Troy-Piqua-Sidney, I-75 Corridor in Northwest Ohio.	Metro Ethernet (Where available) and Internet Access	Highend-Tier Plan	200 Mbps	\$5,200.00	\$26 per Mbps, Fiber to Carrier DIA Physical-Virtual Metro PoP
Time Warner	Northern Ohio Region (Mid Central from Columbus to Cleveland/Toledo to Ashtabula, Eastern Ohio and Lima, Troy-Piqua-Sidney, I-75 Corridor in Northwest Ohio.	Metro Ethernet (Where available) and Internet Access	Highend-Tier Plan	>100 Mbps	\$3,600.00	\$36 per Mbps, Plus local loop to Carrier DIA Physical-Virtual PoP

Competitor Data

Competitor Data - Middle Mile Service Providers

Time Warner	Northern Ohio Region (Mid Central from Columbus to Cleveland/Toledo to Ashtabula, Eastern Ohio and Lima, Troy-Piqua-Sidney, I-75	Metro Ethernet (Where available) and Internet Access	Mid-Tier Plan	50 Mbps	\$2,250.00	\$45 per Mbps, Plus local loop to Carrier DIA Physical-Virtual PoP. Customer Premise Location back to Aggregate NNI with
Time Warner	Northern Ohio Region (Mid Central from Columbus to Cleveland/Toledo to Ashtabula, Eastern Ohio and Lima, Troy-Piqua-Sidney, I-75 Corridor in Northwest Ohio.	Fiber Metro Ethernet Unprotected	Mid-Tier Plan	20 Mbps	\$1,200.00	\$60 per Mbps, Plus local loop to Carrier DIA Physical-Virtual PoP Customer Premise Location back to Aggregate NNI with additional banded charges outside the local cable access serving area. Only available at these rates in communities where existing fiber plant in close proximity.
Time Warner	Northern Ohio Region (Mid Central from Columbus to Cleveland/Toledo to Ashtabula,	Metro Ethernet (Where available) and Internet	Mid-Tier Plan	10 Mbps	\$800.00	Physical-Virtual PoP . Customer Premise Location back to Aggregate NNI with
Time Warner	Northern Ohio Region (Mid Central from Columbus to Cleveland/Toledo to Ashtabula, Eastern Ohio and Lima, Troy-Piqua-Sidney, I-75 Corridor in Northwest Ohio.	Fiber Metro Ethernet Unprotected	Mid-Tier Plan	5 Mbps	\$600.00	\$120 per Mbps, Plus local loop to Carrier DIA Physical-Virtual PoP . Customer Premise Location back to Aggregate NNI with additional banded charges outside the local cable access serving area. Only available at these rates in communities where existing fiber plant in close proximity
Time Warner	Northern Ohio Region (Mid Central from Columbus to Cleveland/Toledo to Ashtabula, Eastern Ohio and Lima, Troy-Piqua-Sidney, I-75 Corridor in Northwest Ohio.	Fiber Metro Ethernet Unprotected	Mid-Tier Plan	2 Mbps	\$380.00	\$190 per Mbps, Plus local loop to Carrier DIA Physical-Virtual PoP . Customer Premise Location back to Aggregate NNI with additional banded charges outside the local cable access serving area. Only available at these rates in communities where existing fiber plant in close proximity



Comprehensive Community Infrastructure Budget Narrative Template

Applicant Name: OneCommunity

EasyGrants Number: 4395

Organization Type: Not-For-Profit

Proposed Period of Performance: Fall/Winter 2010 through Fall/Winter 2012

Total Project Costs: \$ 69,982,479

Total Federal Grant Request: \$ 44,794,046

Total Matching Funds (Cash): \$ 21,155,602

Total Matching Funds (In-Kind): \$ 4,032,831

Total Matching Funds (Cash + In-Kind): \$ 25,188,433

Total Matching Funds (Cash + In-Kind) as Percentage of Total Project Costs: 35.99%

1. Administrative and legal expenses - \$268,147

- Provide a breakout of position(s), time commitment(s) such as hours or level-of-effort, and salary information/rates with a detailed explanation, and additional information as needed.

Administration				
Equipment Category	Matching	Price	Units	Total Price
Pre-Award Expenses OARnet		\$56,884.12	1	\$56,884
Pre-Award Expenses OneCommunity		\$55,000.00	1	\$55,000
Plan Development & Design		\$131,884	1	\$131,884
Total Cost				\$243,768



- Provide detailed description, calculation, and basis of evaluation for each Cash Matching Funds source.

Administration				
Equipment Category	Matching	Price	Units	Total Price
Pre-Award Expenses OARnet	Cash Match	\$24,378.91	1	\$24,379
Total Cost				\$24,379

- Provide detailed description, calculation, and basis of evaluation for each In-Kind Matching Funds source.

2. Land, structure, rights-of-way, appraisals, etc. - \$4,261,800

- Provide description of estimated costs, proposed activities, and additional information as needed.

- Provide detailed description, calculation, and basis of evaluation for each Cash Matching Funds source.

- Provide detailed description, calculation, and basis of evaluation for each In-Kind Matching Funds source.

- These fees are required to submit request and clear the poles for future attachments.
 - 21,309 Pole Attachment Permits/Make Ready @ \$200 per Pole

3. Relocation expenses and payment - \$0.00

- Provide explanation for the relocation, description of the person involved in the relocation, method used to calculate costs, and additional information as needed.

- Provide detailed description, calculation, and basis of evaluation for each Cash Matching Funds source.

- Provide detailed description, calculation, and basis of evaluation for each In-Kind Matching Funds source.

4. Architectural and engineering fees - \$0.00

- Provide description of estimated fees, rates, explanation of proposed services, and additional information as needed.

- Provide detailed description, calculation, and basis of evaluation for each Cash Matching Funds source.



- Provide detailed description, calculation, and basis of evaluation for each In-Kind Matching Funds source.

5. Other architectural and engineering fees - \$1,230,720

- Provide description of estimated fees, rates, explanation of proposed services, and additional information as needed.

- Outside Plant Engineering @ \$125 per Hour for 1008, \$126,000
- Network Engineering, @\$165 per hour for 768, \$126,720
- Site Planning, @ \$125 per hour for 96 Hours, \$12,000
- Outside Plant Engineering, @ \$125 per hour for 528,\$66,000

- Provide detailed description, calculation, and basis of evaluation for each Cash Matching Funds source.

- Provide detailed description, calculation, and basis of evaluation for each In-Kind Matching Funds source.

- Design Engineer @ \$250 per Hours for 1,800 Hours, \$450,000 – In-Kind Contribution
- Capacity Engineering & Customer Services @ 250 per Hours for 1,800 Hours, \$450,000 – In-Kind Contribution

6. Project inspection fees - \$0.00

- Provide description of estimated fees, rates, explanation of proposed services, and additional information as needed.

- Provide detailed description, calculation, and basis of evaluation for each Cash Matching Funds source.

- Provide detailed description, calculation, and basis of evaluation for each In-Kind Matching Funds source.

7. Site work - \$180,250

- Provide description of estimated fees, rates, explanation of proposed services, and additional information as needed.

- Provide detailed description, calculation, and basis of evaluation for each Cash Matching Funds source.

- Collocation Site Preparation for major switching centers, @ \$1,250 per site for 8 sites @ \$100,000
- Collocation Site Connection for collocation interconnect with OMMC and identified network partners for 20 locations @\$1,250, \$25,000 Cash Match
- Anchor Site Connection for anchor termination @ \$250 per site for 221 sites, \$55,250, Cash Match

- Provide detailed description, calculation, and basis of evaluation for each In-Kind Matching Funds source.



8. Demolition and removal - \$0.00

- Provide description of estimated fees, rates explanation of proposed services, and additional information as needed.

- Provide detailed description, calculation, and basis of evaluation for each Cash Matching Funds source.

- Provide detailed description, calculation, and basis of evaluation for each In-Kind Matching Funds source.

9. Construction - \$35,225,331

- Provide description of estimated fees, rates, explanation of proposed services, state whether the work is being completed by the applicant or an outside contractor, and additional information as needed.

Project/Construction

Fiber Construction (Aerial, Underground Trenching, and Boring)				
Itemized Construction Service Category	Matching	Price Per Hour	Hours	Total Price
Project/Construction Management MM		\$125.00	8376	\$1,047,000
Project/Construction Management LM		\$125.00	528	\$66,000
Total Cost				\$1,113,000

Fiber Construction

- Aerial Construction Rates @ \$4.37 per linear foot
- Underground Construction Rates @ \$4.70 per linear foot
- Boring at @ \$11.81 per linear foot

Fiber Construction (Aerial, Underground Trenching, and Boring)				
Itemized Construction Service Category	Matching	Price	Liner Feet	Total Price
Construction Services MM Aerial		\$4.37	1,666,736	\$7,283,637
Construction Services MM Underground		\$4.70	1,866,163	\$8,770,967
Construction Services MM Boring		\$11.81	37,323	\$440,788
Construction Services LM Aerial		\$4.37	227,067	\$992,284
Construction Services LM Underground		\$4.70	107,134	\$503,530
Construction Services LM Boring		\$11.81	10,713	\$126,525



Construction - MCFN MM Aerial		\$4.70	34,848	\$163,786
Construction - MCFN MM Underground		\$11.81	28,512	\$336,727
Total Cost				\$18,618,244

- Provide detailed description, calculation, and basis of evaluation for each Cash Matching Funds source.

Fiber Construction (Aerial, Underground Trenching, and Boring)				
Itemized Construction Service Category	Matching	Price	Liner Feet	Total Price
Construction Services LM Aerial	Cash Match	\$4.37	908,269	\$3,969,136
Construction Services LM Underground	Cash Match	\$4.70	428,536	\$2,014,118
Construction Services LM Boring	Cash Match	\$11.81	68,566	\$809,761
Construction - GLW Interconnect	Cash Match	\$4.70	73,920	\$347,424
Construction - FE/Suite 224 Interconnect	Cash Match	\$4.70	121,440	\$570,768
Construction - MCFN MM Aerial	Cash Match	\$4.70	403,656	\$1,897,183
Construction - MCFN MM Underground	Cash Match	\$11.81	330,264	\$3,900,418
Construction - FCC MM Aerial	Cash Match	\$4.70	422,400	\$1,985,280
Total Cost				\$15,494,088

- Provide detailed description, calculation, and basis of evaluation for each In-Kind Matching Funds source.

10. Equipment - \$28,631,231

- Provide a list of equipment in the form of a table with description, number of units, unit cost, state whether it is being purchased or leased, and additional information as needed.

Network Equipment				
Equipment Category	Matching	Price	Units	Total Price
Mesh Upgrade Phase II - OneComm Portion		\$92,888.89	1	\$92,889
Juniper MX MPLS Core 3 Degree		\$145,715.72	7	\$1,020,010
Juniper MX MPLS Core 4 Degree		\$150,615.72	4	\$602,463
Juniper MX MPLS Core 5 Degree		\$226,215.72	1	\$226,216



Juniper MX MPLS Core 6 Degree		\$226,215.72		\$0
Juniper MX MPLS Core 7 Degree		\$226,215.72		\$0
Router RMS (Central Site)		\$28,704.00	2	\$57,408
Router LMR (Central Site)		\$7,195.00	2	\$14,390
Router RMS/LMR (Per Regional Site)		\$25,504.00	6	\$153,024
Router LMR (Per LMR Gateway Site)		\$8,340.00	50	\$417,000
Flashwave 9500 2 Degree ROADM		\$188,930.98	8	\$1,511,448
Flashwave 9500 3 Degree ROADM		\$259,621.97	7	\$1,817,354
Flashwave 9500 4 Degree ROADM		\$273,048.52	4	\$1,092,194
Flashwave 9500 5 Degree ROADM		\$426,396.50	1	\$426,397
Flashwave 9500 6 Degree ROADM		\$517,758.49		\$0
Flashwave 9500 7 Degree ROADM		\$596,108.48		\$0
Flashwave 9500 3 Degree ROADM		\$259,621.97	2	\$519,244
TCCSA to Akron (Wooster)		\$179,474.75	1	\$179,475
Backbone Upgrade - Wave Service		\$470,467.73	1	\$470,468
Lorain Champion Passive DWDM		\$369,711.19	1	\$369,711
Server Options and Maintenance (Central Site)		\$141,920.00	2	\$283,840
PMC Client Options and Maintenance (Per Additional User)		\$2,394.00	150	\$359,100
Additional Radio Channels and Maintenance (Per Additional Channel)		\$2,154.00	50	\$107,700
Additional Dial Ports & Maintenance (Per Additional Dial Port)		\$2,154.00	50	\$107,700
IP Phone Clients and Maintenance (Per additional IP Phone Service User)		\$594.00	150	\$89,100
Miscellaneous Materials		\$95.84	234	\$22,427
Miscellaneous Materials		\$95.84	33	\$3,163
Miscellaneous Materials		\$287.52	8	\$2,300
Miscellaneous Materials		\$287.52	7	\$2,013
Miscellaneous Materials		\$287.52	4	\$1,150
Miscellaneous Materials		\$287.52	1	\$288
Miscellaneous Materials		\$287.52		\$0
Miscellaneous Materials		\$287.52		\$0
Server Options and Maintenance (Central Site)		\$141,920.00	2	\$283,840



PMC Client Options and Maintenance (Per Additional User)		\$2,394.00	150	\$359,100
Additional Radio Channels and Maintenance (Per Additional Channel)		\$2,154.00	50	\$107,700
Additional Dial Ports & Maintenance (Per Additional Dial Port)		\$2,154.00	50	\$107,700
IP Phone Clients and Maintenance (Per additional IP Phone Service User)		\$594.00	150	\$89,100
Miscellaneous Materials		\$95.84	234	\$22,427
Miscellaneous Materials		\$95.84	33	\$3,163
Miscellaneous Materials		\$287.52	8	\$2,300
Miscellaneous Materials		\$287.52	7	\$2,013
Miscellaneous Materials		\$287.52	4	\$1,150
Miscellaneous Materials		\$287.52	1	\$288
Miscellaneous Materials		\$287.52		\$0
Miscellaneous Materials		\$287.52		\$0
Total Cost				\$10,927,253

- Provide detailed description, calculation, and basis of evaluation for each Cash Matching Funds source.

Network Equipment				
Equipment Category	Matching	Price	Units	Total Price
Mesh Upgrade Phase II - OneComm Portion	Cash Match	\$39,809.52	1	\$39,810
Juniper MX MPLS Core 2 Degree	Cash Match	\$142,215.72	8	\$1,137,726
TCCSA to Akron (Wooster)	Cash Match	\$76,917.75	1	\$76,918
Backbone Upgrade - Wave Service	Cash Match	\$201,629.03	1	\$201,629
Lorain Champion Passive DWDM	Cash Match	\$158,447.65	1	\$158,448
Juniper EX 3200 - 1 Gbps Diverse	Cash Match	\$4,465.84	234	\$1,045,007
Juniper EX 3200 - 10 Gbps Diverse	Cash Match	\$9,899.84	33	\$326,695
Juniper EX 3200 - 1 Gbps Diverse MCFN	Cash Match	\$4,465.84	81	\$361,733
Juniper EX 3200 - 10 Gbps Diverse MCFN	Cash Match	\$9,899.84	6	\$59,399
Total Cost				\$3,407,365



- Provide detailed description, calculation, and basis of evaluation for each In-Kind Matching Funds source.

Network Equipment				
Equipment Category	Matching	Price	Units	Total Price
OARnet Mesh Upgrade: Phase I	In-kind Match	\$1,890,404.98	1	\$1,890,405
Juniper MX MPLS Core 4 Degree OARnet	In-kind Match	\$150,615.72	4	\$602,463
Router RMS (Central Site)	In-kind Match	\$28,704.00	1	\$28,704
Router LMR (Central Site)	In-kind Match	\$7,195.00	1	\$7,195
Router RMS/LMR (Per Regional Site)	In-kind Match	\$25,504.00	1	\$25,504
Router LMR (Per LMR Gateway Site)	In-kind Match	\$8,340.00	4	\$33,360
Server Options and Maintenance (Central Site)	In-kind Match	\$141,920.00	1	\$141,920
PMC Client Options and Maintenance (Per Additional User)	In-kind Match	\$2,394.00	6	\$14,364
Additional Radio Channels and Maintenance (Per Additional Channel)	In-kind Match	\$2,154.00	6	\$12,924
Additional Dial Ports & Maintenance (Per Additional Dial Port)	In-kind Match	\$2,154.00	4	\$8,616
IP Phone Clients and Maintenance (Per additional IP Phone Service User)	In-kind Match	\$594.00	4	\$2,376
Server Options and Maintenance (Central Site)	In-kind Match	\$141,920.00	1	\$141,920
PMC Client Options and Maintenance (Per Additional User)	In-kind Match	\$2,394.00	6	\$14,364
Additional Radio Channels and Maintenance (Per Additional Channel)	In-kind Match	\$2,154.00	6	\$12,924
Additional Dial Ports & Maintenance (Per Additional Dial Port)	In-kind Match	\$2,154.00	4	\$8,616
IP Phone Clients and Maintenance (Per additional IP Phone Service User)	In-kind Match	\$594.00	4	\$2,376
Server Options and Maintenance (Central Site)	In-kind Match	\$141,920.00	1	\$141,920



PMC Client Options and Maintenance (Per Additional User)	In-kind Match	\$2,394.00	6	\$14,364
Additional Radio Channels and Maintenance (Per Additional Channel)	In-kind Match	\$2,154.00	6	\$12,924
Additional Dial Ports & Maintenance (Per Additional Dial Port)	In-kind Match	\$2,154.00	4	\$8,616
IP Phone Clients and Maintenance (Per additional IP Phone Service User)	In-kind Match	\$594.00	4	\$2,376
Total Cost				\$3,128,231

11. Miscellaneous - \$185,000

- Provide additional information as needed.

- Provide detailed description, calculation, and basis of evaluation for each Cash Matching Funds source.

Miscellaneous				
Equipment Category	Matching	Price	Units	Total Price
Network Management		\$35,000.00	1	\$35,000
Total Cost				\$35,000

- Provide detailed description, calculation, and basis of evaluation for each In-Kind Matching Funds source.

Miscellaneous				
Equipment Category	Matching	Price	Units	Total Price
Customer Service Back Office	Cash Match	\$125,000.00	1	\$125,000
Billing Integration	Cash Match	\$25,000.00	1	\$25,000
Total Cost				\$150,000

13. Contingencies - \$0

- Contingencies are an unallowable expenditures under BTOP.

15. Project (program) income - \$0



- The value for this line-item on the SF-424C is \$0. Please do not provide an estimated Project (program income) on the SF-424C.

Addendum

- Very few indirect costs are allowable through BTOP. If any allowable indirect costs and/or fringe benefits are included in the budget, please provide a copy of your existing Negotiated Indirect Cost Recovery Agreement (NICRA), if available. If the NICRA is applied accordingly in the budget, there is no need to justify the costs. If a NICRA is not available or is not consistent with the rates/calculations in the budget, please provide an explanation of how the amounts were calculated. Please clearly list the manner in which indirect costs are calculated in the budget.

Note: Verify that indirects are calculated correctly and are eligible BTOP costs. To clarify, reasonable indirect costs under BTOP are only allowable for Full Time Employees (FTEs) associated with the construction, deployment, or installation of facilities or equipment used to provide broadband service.

#. Example Budget Narrative - \$724,134 (Confirm to SF-424C)

\$100,000 of this category is estimated for legal expenses for contract reviews based on the average legal cost of (\$4) per mile for 25,000 miles.

\$134 of this category is estimated for legal court filings.

\$624,000 of this category is estimated for Project Engineering Staff which consists of a project manager and two (2) network engineers.

Staff	Hours	Years	Rate	Total Cost
Project Manager	2080	3	\$20/hr	\$124,800
Project Engineer	2080	3	\$30/hr	\$187,200
Civil Engineer	2080	3	\$50/hr	\$312,000
TOTAL:				\$624,000



TED STRICKLAND
GOVERNOR
STATE OF OHIO

March 24, 2010

The Honorable Lawrence E. Strickling
Assistant Secretary for Communications and Information
and Administrator, National Telecommunications and
Information Administration (NTIA)
U.S. Department of Commerce
14th Street and Constitution Avenue, N.W.
Washington, DC 20230

Dear Assistant Secretary Strickling:

I am writing to express my strong support for the Ohio Middle Mile Consortium (OMMC) proposals to the Broadband Technology Opportunities Program (BTOP) of the NTIA. The OMMC is a public-private partnership spearheaded by The Ohio Academic Resource Network (OARnet), the technology operations arm of the University System of Ohio.

OARnet was established in 1987 by the Ohio Board of Regents to provide access to the resources of the Ohio Supercomputer Center. Currently, OARnet provides an integrated technology infrastructure to 89 public and private higher education institutions and their branch campuses, 7 urban centers and 23 Information Technology Centers (ITCs) which serve K-12, 9 public broadcasting stations, as well as various hospitals, and state and local government agencies across Ohio.

OARnet was charged by Ohio's higher education Chancellor, Eric Fingerhut, to integrate three BTOP Comprehensive Community Infrastructure (CCI) proposals into an overall Middle Mile Plan for Ohio. These proposals include:

- Connecting Appalachian Ohio Middle Mile Consortium (CAOMMC) - led by Horizon Telcom in southeastern Ohio
- GigEPAC (GigE PLUS Availability Coalition) Ohio Middle Mile Consortium (GigEPAC-OMMC) -led by Com Net in western Ohio
- Transforming NE Ohio: From Rust Belt to Tech Powerhouse - An Ohio Middle Mile Consortium Project (TNEO-OMMC) - led by OneCommunity in northeastern Ohio

The OMMC creates an umbrella which provides an unprecedented level of cooperation, innovation and collaboration to forge optimal broadband solutions for Ohio. Together, the three applications create a hand-in-glove, comprehensive, statewide network and provide backbone for a public-private partnership as envisioned in the statutory purposes of the BTOP.

The OMMC will be hosted at OARnet and will be managed by an executive committee including the principals of each of the lead applicants and the executive director of OARnet. A technical advisory committee will reinforce compatible network operations and policies. This structure will assure that the model is sustainable and that collaboration is consistent throughout the term of the anticipated awards.

Although each of the three proposals can stand on their own merits, they fit together to provide a seamless middle mile solution for the state. The Connecting Appalachian project provides critical infrastructure to the most economically disadvantaged region of Ohio. Collectively, the federal funds applied for in the three proposals totals less than the \$150M ceiling for the BTOP-CCI category, further reinforcing the integrated design.

Furthermore, I have previously identified these priorities for the State of Ohio:

- Job creation
- Investing in Ohio's workforce
- Advanced energy
- Improving Ohio's business climate
- Education
- Heath care
- Strengthening Ohio's cities
- Improving rural Ohio

The OMMC provides infrastructure that supports each of these priorities. The projects will expand middle mile connection to 54 counties that, when combined with the 14 counties currently on the state network, represent a total of 68 of Ohio's 88 counties.

The BTOP program will be most successful in rewarding applications like the OMMC which have a cooperative approach and a strong spirit of collaboration. The Ohio Middle Mile Consortium applications have my strong support to be considered as a total package, to provide a comprehensive middle mile solution for Ohio.

Sincerely,

A handwritten signature in black ink that reads "Ted Strickland". The signature is written in a cursive, flowing style.

Ted Strickland
Governor, State of Ohio



Board of Regents

University System of Ohio

March 24, 2010

The Honorable Lawrence E. Strickling
Assistant Secretary for Communications and Information & Administrator, National
Telecommunications and Information Administration (NTIA)
U.S. Department of Commerce
14th Street and Constitution Avenue, N.W.
Washington, DC 20230

Dear Mr. Strickling:

I am writing to convey my strong support for the Ohio Middle Mile Consortium (OMMC) proposals to the U.S. Department of Commerce National Telecommunications and Information Administration (NTIA) Broadband Technology Opportunity Program (BTOP) under the American Recovery and Reinvestment Act (ARRA).

As Chancellor of the University System of Ohio, I have asked the Ohio Academic Resource Network (OARnet), the University System of Ohio's technology operations arm, to facilitate the collaborative proposals to forge a comprehensive middle mile plan for Ohio which were submitted in the BTOP-Comprehensive Communities Infrastructure (BTOP-CCI) category.

OARnet has interconnected three integrated applications that are collectively seeking \$125M to \$150M in BTOP-CCI federal funds. Cumulatively, these proposals fall within the award funding thresholds of a single comprehensive proposal in the Comprehensive Community Infrastructure (CCI) category. These proposals are referred to as the "Ohio Middle Mile Consortium" which includes:

- Connecting Appalachian Ohio Middle Mile Consortium-led by Horizon Telcom in southeastern Ohio
- GigEPAC Ohio Middle Mile Consortium-led by Com Net in western Ohio
- Transforming NE Ohio: From Rust Belt to Tech Powerhouse - An Ohio Middle Mile Consortium Project-led by OneCommunity in northeastern Ohio

The CCI category (approximately \$2.35 billion) focuses on Middle Mile broadband infrastructure projects that:

- Offer new or substantially upgraded service to community anchor institutions (such as higher education, K-12, health care, libraries);

- Incorporate public-private partnership among government, non-profit and for-profit entities, and other key community stakeholders;
- Bolster growth in economically distressed areas;
- Commit to serve community colleges;
- Commit to serve public safety entities;
- Include a Last Mile infrastructure component in unserved or underserved areas or, commitment letters from one or more Last Mile broadband service providers;
- Propose to contribute a non-federal cost match that equals or exceeds 30 percent of the total eligible costs of the project.

The potential impact of expanded broadband services to Ohio's higher education community and the state is vast. The OMMC will help generate jobs for Ohioans, provide services to unserved and underserved communities, expand health care facilities and program, increase distance learning opportunities, improve public safety, encourage community collaboration and more.

Furthermore, the OMMC provides infrastructure support for Governor Ted Strickland's priorities for the State of Ohio, including investing in Ohio's workforce, improving Ohio's business climate, strengthening Ohio's cities, developing rural Ohio, and increasing access to education and health care, and creating jobs by expanding the middle mile connection to 54 counties. When combined with the 14 counties currently on the state network, that represents a total of 68 of Ohio's 88 counties.

On behalf of the University System of Ohio, I strongly support the Ohio Middle Mile Consortium applications.

Sincerely,



Eric D. Fingerhut
Chancellor, Ohio Board of Regents

Ohio Department of Administrative Services
Ted Strickland, *Governor*
Hugh Quill, *Director*
H. Samuel Orth, III, *State Chief Information Officer*

Office of Information Technology 614.644.6446 voice
Office of the State CIO 614.644.9382 fax
30 E. Broad Street, 39th Floor www.das.ohio.gov
Columbus, Ohio 43215



March 9, 2010

Mark Ansboury
Senior Vice President/
Chief Technology Officer
One Community
800 W. St. Clair Ave., 2nd Floor
Cleveland, Ohio 44113

Dear Mr. Ansboury:

The National Association of State Chief Information Officers (NASCIO) recently released the State CIO priorities for 2010. Broadband was ranked highly by CIO's across the country, specifically, the expansion of broadband to strengthen statewide connectivity. I agreed with this ranking as the official Ohio representative to NASCIO.

The State recognizes the importance and tremendous benefit that broadband availability and access brings to our communities and is committed to supporting digital inclusion of all Ohioans. To that end the State of Ohio owns 129 towers that are the backbone of our Multi-Agency Radio Communications System (MARCS) infrastructure. MARCS was built to support statewide interoperable communications for first responders. MARCS customers include first responders in multiple state agencies and over 700 federal and local agencies (i.e. Highway Patrol, Rehabilitation & Corrections, county EMA, county sheriffs, local fire departments, etc.). The MARCS towers are available for co-location with public and private entities subject to the required approvals, certifications and agreements.

Until recently the use of the MARCS towers was limited to support public safety communications. Although law enforcement remains a priority the State has agreements with public and private entities to co-locate on specific MARCS towers. A recent co-location agreement with Coshocton County and Lightspeed Communications supported the successful expansion of broadband wireless services to 1,000 Ohioans who had no access previously.

The State is committed to continuing to work with various public and private entities to leverage this strategic asset to support broadband connectivity across Ohio.

Sincerely,

A handwritten signature in black ink, appearing to read "H. Samuel Orth, III", is written over a horizontal line.

H. Samuel Orth, III
State Chief Information Officer/
Assistant Director



March 21, 2010

Mr. Scot Rourke
President and CEO
OneCommunity
800 West St. Clair Ave.
Second Floor
Cleveland, Ohio 44113

Dear Mr. Rourke:

The Ohio State University, on behalf of The Ohio Academic Resource Network [OARnet], the technology operations arm of the Ohio Board of Regents, is pleased to team with OneCommunity in their Transforming NE Ohio: From Rust Belt to Tech Powerhouse - An Ohio Middle Mile Consortium Project. The OneCommunity application is being submitted to the National Telecommunications and Information Administration (NTIA) Broadband Technology Operations Program (BTOP) in the Comprehensive Community Infrastructure category. Participation in this project at The Ohio State University will be led by OARnet, an organization with twenty three years of experience in managing and operating the higher education community's broadband network.

The understanding between OneCommunity and OARnet related to Transforming NE Ohio: From Rust Belt to Tech Powerhouse - An Ohio Middle Mile Consortium Project is based on the following:

OneCommunity will provide to OARnet an Indefeasible Right to Use (IRU) for dark fiber along each of the following routes:

- Wooster to Akron
- Akron to Cleveland
- Cleveland to Sandusky
- Sandusky to Wooster

Annual fiber maintenance associated with the above routes: \$78,250.00

OARnet will provide to OneCommunity an Indefeasible Right to Use (IRU) for 10 Gigabit wave service from:

- Cleveland to Youngstown

- Youngstown to Akron
- Akron to Columbus
- Columbus to Cleveland

Total OARnet Project Costs: \$4,594,535.68

Total Match Dynamics originating from OARnet:

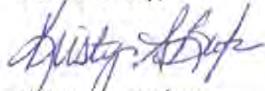
- Cash: \$811,239.21
- In-Kind: \$1,890,404.98
- Total Match: \$2,701,644.19

OARnet Request from Grant: \$1,892,891.49

It is understood by both parties that the development of the detailed agreement associated with delivery of these services is contingent upon associated BTOP award. OARnet understands that OneCommunity will administer sub-recipient funds according to procedures consistent with the BTOP Program.

We are pleased to participate in this exciting and innovative project and look forward to an effective and advantageous collaboration.

Yours truly,



Kristy A. Baker

Director

Office for Business & Industry Contracts

Ohio Middle Mile Consortium (OMMC)



Executive Summary

a) Opportunity Proposed System Seeks to Address

A Comprehensive Statewide Plan for Ohio: The “Ohio Middle Mile Consortium” (OMMC) is a public-private partnership facilitated by the Ohio Academic Resources Network (OARnet), the technology operations arm of the University System of Ohio. OMMC was created to integrate three Broadband Technology Opportunities Program-Comprehensive Community Initiatives (BTOP-CCI) middle mile stimulus projects to forge a coordinated and collaborative approach for meeting the needs of Ohio.

Pre-ARRA Funding
Middle Mile Points of Presence
with Network Inter-Connectivity
(for detail, see Attachment A)

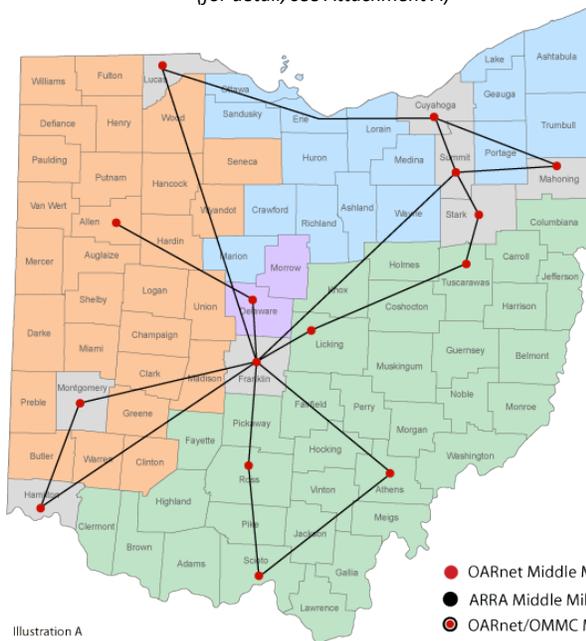


Illustration A

Post-ARRA Funding
Middle Mile Points of Presence
with Network Inter-Connectivity
(for detail, see Attachment B)

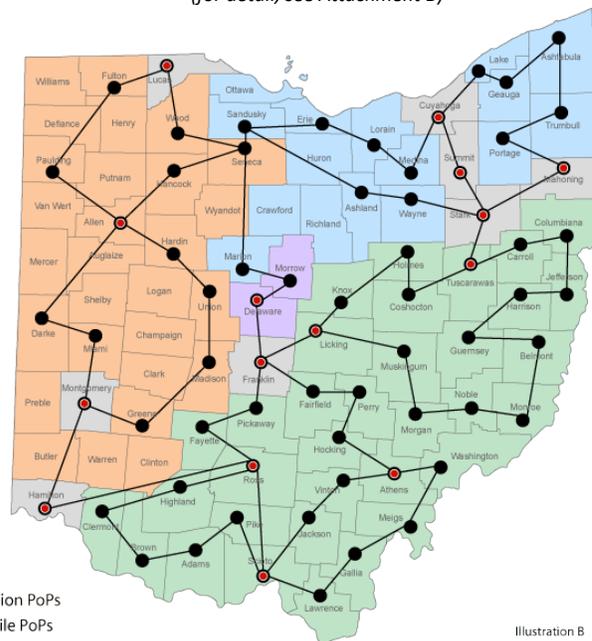


Illustration B

- Connecting Appalachian Ohio
- Transforming NE Ohio from Rust Belt to Tech Powerhouse
- GigEPAC
- Interconnection Counties (Large Urban Areas)
- Consolidated Electric Area Round 1 Awardee

The OMMC related projects include:

- Connecting Appalachian Ohio Middle Mile Consortium (CAOMMC) in southeastern Ohio (green)
- GigEPAC Ohio Middle Mile Consortium (GigEPAC OMMC) in western Ohio (orange)
- Transforming NE Ohio from Rust Belt to Tech Powerhouse-An Ohio Middle Mile Consortium Project (TNEO-OMMC) in northeastern Ohio (blue)

Together, the three projects and OARnet's statewide network create a comprehensive community infrastructure. OARnet is positioned as a sub-recipient in all three integrated applications.

Ohio represents one of the areas of the country most significantly impacted by the economic downturn, due to its strong ties to manufacturing and a heavy concentration of automotive plants. As a result, Ohio represents a "best fit" for objectives established in the American Recovery and Reinvestment Act (ARRA) programs. Broadband has become even more essential to transition Ohio from its traditional industrial economy to a global technology and advanced manufacturing economy, and to support retraining and development of a new workforce required to meet Ohio's future needs. Recent Ohio ARRA program awards supporting renewable energy, ambulatory surgical care facilities, affordable housing initiatives, green jobs, and a host of other initiatives depend on affordable and accessible broadband services to realize their goals.

Recognizing OARnet's 23 years of experience as a national leader in broadband networking, Ohio Board of Regents' Chancellor Eric Fingerhut requested that OARnet integrate three BTOP Comprehensive Community Infrastructure (CCI) proposals into an overall middle mile plan for Ohio. OARnet initiated a "Gathering of State Stakeholders," which included key national and state leaders and major applicants, to assess "lessons learned" from the first round of applications.

As a result of the meeting, the Ohio Middle Mile Consortium (OMMC) was founded. The OMMC participants have adopted a cooperative and comprehensive "Round Two" approach, as opposed to the overlapping and fragmented approach in "Round One."

b) A general description of the proposed funded service areas (location, number of communities, etc.)

The impact of the BTOP funding on the service area is clearly shown in the pre-funded middle mile access in the service area (Illustration A) and the post-funded middle mile access in the service area (Illustration B) in middle mile access maps above (Page 1).

The proposed funded service areas include the following distribution of counties:

- CAOMMC: 34 southeastern counties of Ohio
- GigEPAC-OMMC: 28 western counties of Ohio
- TNEO-OMMC: 20 northeastern counties of Ohio

The counties noted above total 82 of Ohio's 88 counties. Of the remaining 6 counties, 2 were covered by the Round One BTOP award to Consolidated Electric and 4 large urban counties currently are served by OARnet. The OMMC proposals will increase the middle mile connection points (Points of Presence, or "POPs") from the current 14 to 68 counties. Each partner's application provides details on their respective service areas.

c) Number of Households and businesses passed

Collectively, the OMMC-related projects pass 3,606,510 households and 534,363 businesses throughout Ohio.

d) Number of community anchor institutions passed and/or involved with the project (e.g. health care, education, libraries, etc.)

The OMMC applications collectively pass and/or involve community anchor institutions across all 88 Ohio counties.

The following is a breakdown by category:

- Higher Education
 - Universities & Colleges-public and private - 83
 - Community Colleges – 34
- K-12 and Career Training Centers – 2,356
- Health care facilities – 1,317
- State and local government offices – 2,223
- Public safety operations – 1,457
- Libraries - 429
- Industrial parks - 207

e) Proposed services and applications for the proposed funded service areas and users

The OMMC collaborators will be expanding the middle mile access for the local and statewide networks, resulting in a broader range of affordable broadband services to their clients. This will in turn provide enhanced and extended broadband Internet, video and voice services to businesses and households in unserved and underserved areas of the state.

OARnet will provide 10 Gbps wave service, as capital infeasible rights-to-use (IRUs), to its OMMC partners, while the partners will provide OARnet with dark fiber IRUs. This will allow OMMC to extend its geographic reach to economically distressed, and unserved and underserved areas of the state. This will increase the much-needed capacity to provide advanced applications and services at an affordable cost.

f) Approach to addressing the nondiscrimination and interconnection obligations

The OMMC collaborators have developed an open network model to address non-discrimination and interconnection. The fact that the three integrated applicants and OARnet are current middle mile providers ensures continued open access to the network. The OMMC collaborators have agreed to the required nondiscrimination and interconnection obligations and to post them on their respective websites.

g) Type of broadband system that will be deployed (network type and technology standard)

The OMMC today is comprised of over 3,500 miles of optical fiber using state-of-the-art switches, routers and Ethernet switches, providing Ohio with an advanced, statewide telecommunications network dedicated to research, education and economic competitiveness. The three OMMC-related applications to BTOP-CCI collectively request funding to add over 1,500 fiber miles. The OMMC will support an advanced packet-based architecture using Internet protocol (IP) to create one of the most flexible, scalable and cost-effective infrastructures in the country. This new infrastructure will be equipped for both middle mile and statewide capacity to support new initiatives with a focus on serving the economically disadvantaged and Ohio areas unserved and underserved with broadband.

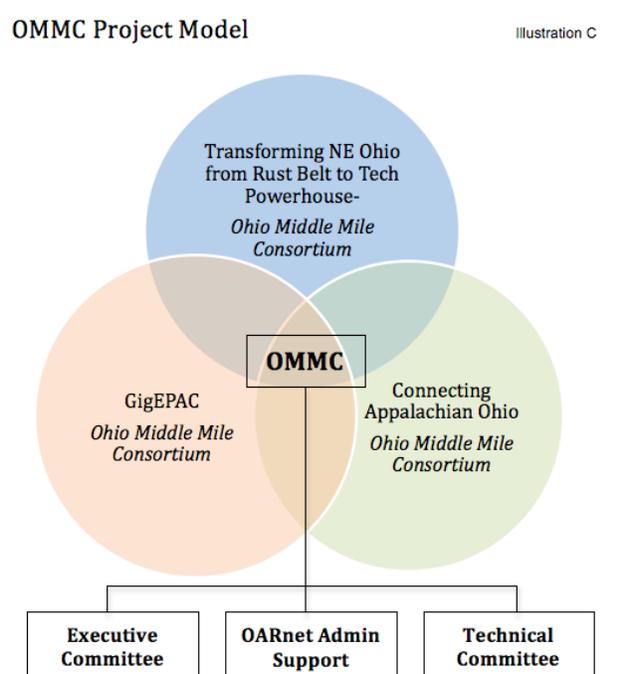
h) Qualifications of the Applicant that demonstrate the ability to implement and operate a broadband infrastructure, and/or be a sustainable broadband service provider

OARnet will provide the administrative support for the Ohio Middle Mile Consortium organization. OARnet was established in 1987 by the Ohio Board of Regents to provide university researchers with broadband connectivity to the Ohio Supercomputer Center. The OARnet network serves 89 state higher education sites, 30 K-12 hub sites servicing over 6000 school buildings, 9 public broadcasting stations, 75 government sites and 10 health care sites.

OARnet is Ohio’s gateway to Internet2, Oak Ridge National Laboratory (ORNL), Merit Network, Inc., PennREN (Pittsburgh Supercomputing Center (PSC) and MAGPI), I-Light and a number of other strategic networks and “Round One” awardees.

The OARnet-facilitated OMMC Project Model (Illustration C) establishes an Executive Committee with representation from each of the three lead applicants, and a Technical Committee to focus on sustaining collaboration. This structure will foster cooperation, growth and sustainability, further enhancing services within Ohio.

The OMMC collaborators have a wealth of telecommunications and advanced Internet services experience, based on the partners’ history as Local Exchange Carriers and OARnet’s experience in the public sector. Each of their proposals includes documentation regarding their respective experience and commitment to this endeavor.



i) Overall infrastructure cost of the broadband system

Although each of the three proposals can stand on its own merits, together they fit “hand in glove” to provide a seamless middle mile solution for Ohio. Collectively, the federal funds applied for in these proposals total less than the \$150 million threshold for the BTOP-CCI category, reinforcing the integrated design. The overall cost of the OMMC infrastructure is:

Project	Total Funding	Federal Funding	Funding Match		Total Match %
			Cash	In Kind	
CAOMMC	\$94,963,209	\$66,474,246	\$28,488,963	\$0	30.0%
GigEPAC-OMMC	\$42,904,268	\$30,031,849	\$10,420,316	\$2,452,103	30.0%
TNEO-OMMC	\$69,982,479	\$44,794,046	\$21,155,602	\$4,032,831	36.0%
OMMC Totals	\$207,849,956	\$141,300,141	\$60,064,881	\$6,484,934	32.0%

j) Overall expected subscriber projections for the project

The collective projects associated with the OMMC represent a subscriber projection of 5,958.

- CAOMMC 2,123
- GigEPAC-OMMC 1,835
- TNEO-OMMC 2,000

k) Number of jobs expected to be made or saved during this project

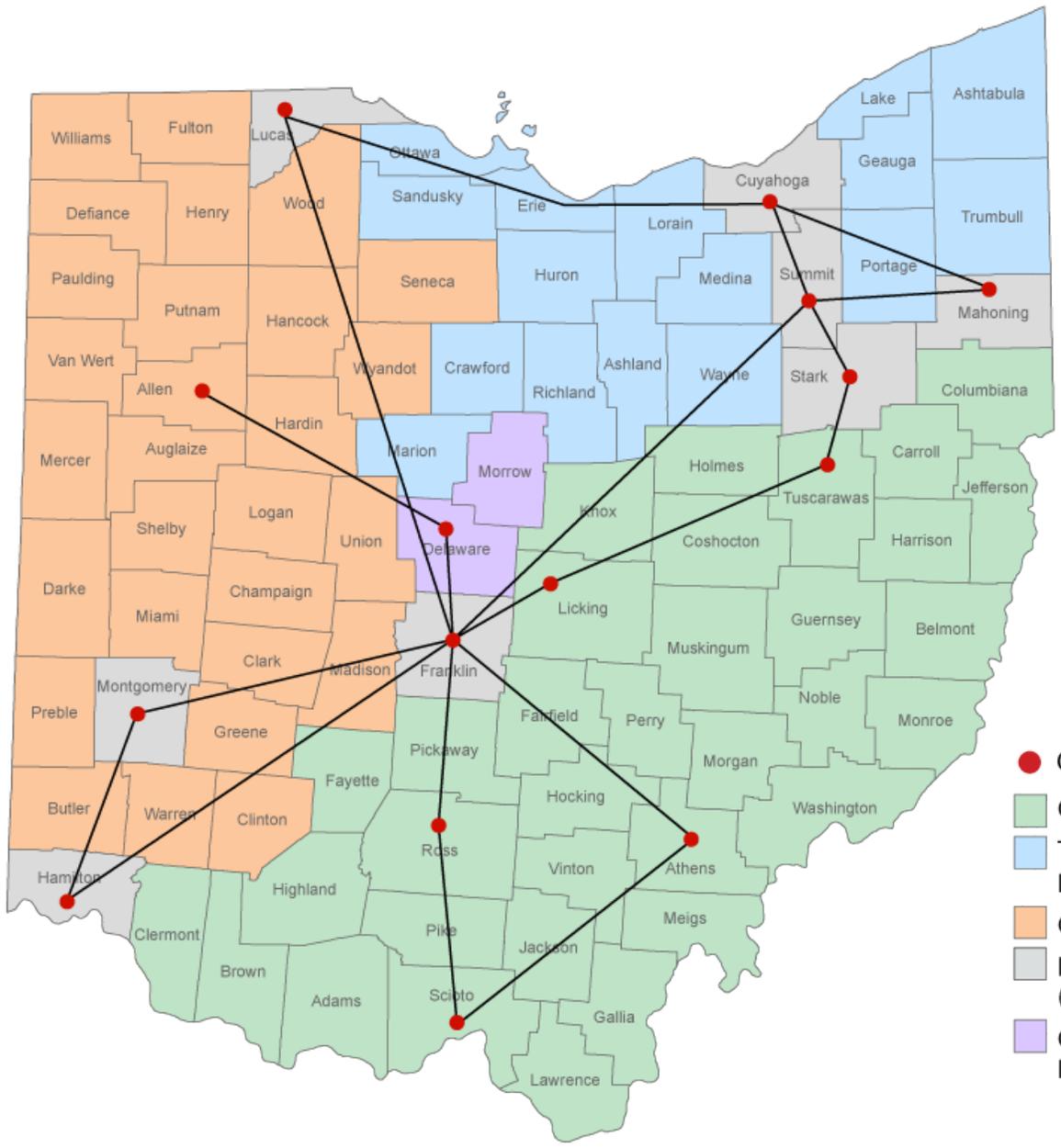
The OMMC Collaborators have projected the following job generation related to their projects:

- Direct 529
- Indirect 464
- Induced 559

Conclusion

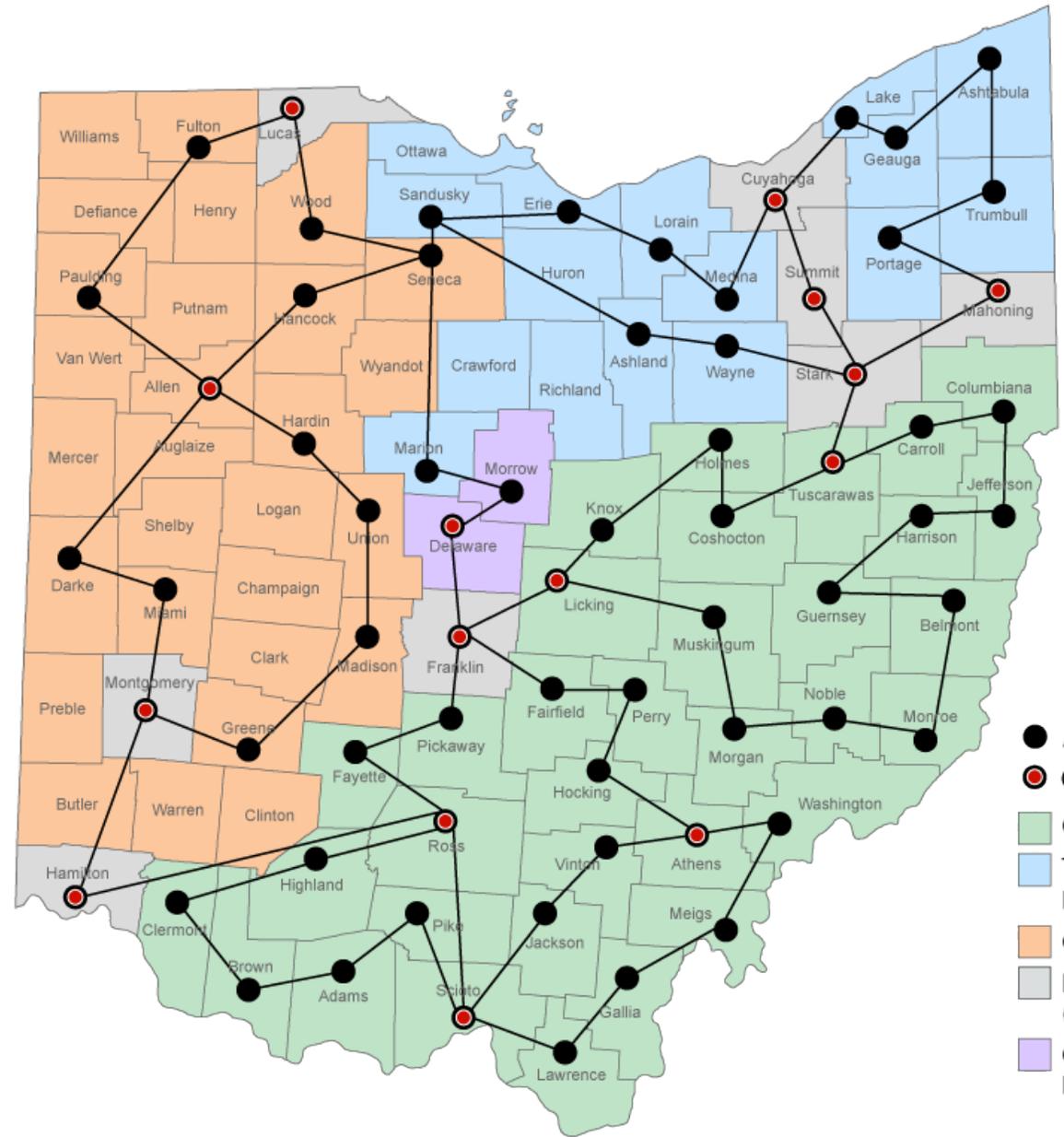
Through the dynamics of this unique public-private partnership, the Ohio Middle Mile Consortium can help transform the state from a declining industrial economy to a modern and growing advanced-manufacturing and global-technology economy. This will be achieved by expanding broadband opportunities to unserved and underserved communities throughout the state of Ohio.

Pre-ARRA Funding Middle Mile Points of Presence (PoPs) with Network Inter-Connectivity



- OARnet Middle Mile PoPs
- Connecting Appalachian Ohio
- Transforming NE Ohio from Rust Belt to Tech Powerhouse
- GigEPAC
- Interconnection Counties (Large Urban Areas)
- Consolidated Electric Area Round 1 Awardee

Post ARRA Funding Middle Mile Points of Presence (PoPs) with Network Inter-Connectivity



- ARRA Middle Mile Expansion PoPs
- OARnet/OMMC Middle Mile PoPs
- Connecting Appalachian Ohio
- Transforming NE Ohio from Rust Belt to Tech Powerhouse
- GigEPAC
- Interconnection Counties (Large Urban Areas)
- Consolidated Electric Area Round 1 Awardee



March 25, 2010

The Honorable Lawrence E. Strickling
Assistant Secretary for Communications and Information
and Administrator, National Telecommunications and Information Administration
U.S. Department of Commerce
14th Street and Constitution Avenue, N.W.
Washington, DC 20230

Dear Assistant Secretary Strickling:

The “Ohio Middle Mile Consortium” (OMMC) is a public-private partnership facilitated by the Ohio Academic Resources Network (OARnet), the technology operations arm of the University System of Ohio, to integrate three Broadband Technology Opportunities Program-Comprehensive Community Initiatives (BTOP-CCI) projects. The OMMC will combine the three middle mile stimulus projects to form a coordinated and collaborative approach to meeting the needs of Ohio. These projects include:

As members of the OMMC Executive Committee, and principals of the OMMC partners, we are signing this “Letter of Collaboration” to express to you our commitment to work dynamically and cooperatively to support the statutory purposes of BTOP, and to work in the best interests of the State of Ohio, to implement and sustain the following BTOP-CCI projects:

- “Connecting Appalachian *Ohio Middle Mile Consortium*”(CAOMMC)-led by Horizon Telcom, covering 34 counties of southeastern Ohio
- “GigEPAC *Ohio Middle Mile Consortium*” (GigEPAC OMMC)-led by Com Net, Inc., covering 28 counties of western Ohio
- “Transforming NE Ohio from Rust Belt to Tech Powerhouse-An *Ohio Middle Mile Consortium* Project”-led by OneCommunity, covering 20 counties in northeastern Ohio

OMMC represents an umbrella under which its partners cooperate, innovate and collaborate to forge the optimal broadband solutions for Ohio. OARnet will provide the administrative support for OMMC, as well as provide the statewide network to interconnect the three OMMC-related projects. OARnet is positioned as a sub-recipient in all three applications.

As OMMC partners, we have coordinated closely through the BTOP-CCI application development process to engineer complementary solutions, to ensure non-overlapping areas within the State, and to develop integrated projects to create a comprehensive middle mile network encompassing the state.

Although each of our three proposals can stand on its merits, together they provide a seamless middle mile solution for the state. Collectively, the federal funds applied for in the three proposals total less than the \$150M threshold for the BTOP-CCI category, further reinforcing the integrated design.

Governor Ted Strickland's letter of support for OMMC recognizes the three related projects as a single integrated middle mile solution for the State, and encourages consideration of projects as a whole. In his letter of support to you he wrote:

"The Ohio Middle Mile Consortium applications have my strong support to be considered as a total package, to provide a comprehensive middle mile solution for Ohio."

We are committed to fulfilling the Governor's vision.



Pankaj Shah, Executive Director
OARnet



Timothy Berelsman, Chief Executive Officer
Com Net, Inc.



William A. McKell, President/Chairman/CEO
Horizon Telcom



Charles Berry, Chief Operating Officer
OneCommunity

Lorain County Township Association (LCTA)
Rob Scheithauer, President
7685 West Ridge Rd., Elyria, Ohio 44035-1957
440-315-3844
robbarb1@windstream.net

March 20, 2010

Dr. Roy A. Church
President
Lorain County Community College
1005 Abbe Road North, SP 205
Elyria, Ohio 44035

Dear Dr. Church:

As the president of the Lorain County Township Association, I am writing to express support for the College's participation in the state-wide "Ohio Middle Mile Consortium" applications to the National Telecommunications and Information Administration (NTIA) Broadband Technology Opportunities Program (BTOP) in the Comprehensive Community Infrastructure (CCI) category, under the American Recovery and Reinvestment Act (ARRA).

As I understand it, the OMMC includes three integrated applications which collectively address comprehensive middle mile services for Ohio. The OMCC projects include:

- Connecting Appalachian Ohio Middle Mile Consortium (CAOMMC)-led by Horizon Telcom in southeastern Ohio
- GigEPAC Ohio Middle Mile Consortium-led by Com Net in western Ohio
- Transforming NE Ohio: From Rust Belt to Tech Powerhouse - An Ohio Middle Mile Consortium Project-led by OneCommunity in northeastern Ohio

The OMMC collaboration and the participation of the College in it will greatly extend and enhance the existing partnerships between the College and the LCTA to continue to provide much needed educational and training services and supports to our constituencies. We fully recognize the need for the county's residents to have access to the high quality and affordable education in order to maintain, upgrade and learn new skills and technologies to get and stay competitive in the new global economy. This has always been important to the LCTA and it is especially critical in the current recessionary climate.

As you know, there is extremely limited broadband service in the southern parts of the county – the parts where residents have a number of geographic and scheduling barriers to traveling to the northern part of the county to attend courses or take a workshop at the main campus. The enhancement of distance learning opportunities for individual citizens as well as our collective safety forces will be a tremendous benefit to the economic vitality of the county.

We are pleased to hear that the State is facilitating the framework of the OMMC as a cooperative and collaborative approach to meet the broadband needs of the state's public and private higher education entities. We look forward to the day when the OMMC-related

proposals will expand middle mile connection to counties currently unserved or underserved, including Lorain County.

The LCTA is pleased to be part of this partnership and we hope the reviewers find the proposal worthy of funding. Please don't hesitate to contact me if you have any questions or need additional information. Thank you for including the LCTA in these efforts.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert Scheithauer".

Robert Scheithauer
President
Lorain County Township Association



LORAIN COUNTY

Board of Commissioners

Betty Blair Ted Kalo Lori Kokoski

County Administrator
James R. Cordes
440-329-5760

Assistant County Administrator
Ronald F. Twining
440-329-5530

Clerk of Board of Commissioners
Theresa Upton
440-329-5103

Animal Control Officer
J. A. Szlempa Sr.
440-326-5997

Budget Director
Lisa Hobart
440-329-5201

Charles Berry Bridge Supervisor
Charles Mackin
440-244-2137

Children & Family Council
Melissa Stefano
440-284-4467

Community Development Director
Rebecca Jones
440-328-2326

E-9-1-1 Director
Robin Jones
440-329-5444

Emergency Management & Homeland
Security Director
Thomas Kelley
440-329-5117

Golden Acres Administrator
Jeri Dull
440-988-7210

Human Resources Department
440-329-5150

IT Director
Ernie Smith
440-329-5786

Lorain County Transit Director
Richard Enty
440-328-2490

Maintenance Director
Dennis Shawver
440-329-5326

Office on Aging Director
Patricia Littleton
440-329-4818

Office Services Supervisor
Jennifer Demich
440-329-5115

Office of Sustainability Director
Michael Challenger
440-328-2361

Purchasing Director
Yvonne Newton
440-329-5240

Records Center Supervisor
Lynn Wallace-Smith
440-326-4666

Solid Waste Director
Daniel Billman
440-329-5442

Special Projects Manager
Katen Davis
440-329-5102

Workforce Development Director
Vivian Alexander
410-281-1830

March 25, 2010

Roy A. Church
President
Lorain County Community College
1005 Abbe Road North SP 203
Elyria, Ohio 44035

As the Administrator of the Board of Commissioners of Lorain County (OH), I am writing to express support for the "Ohio Middle Mile Consortium" applications to the National Telecommunications and Information Administration (NTIA) Broadband Technology Opportunities Program (BTOP) in the Comprehensive Community Infrastructure (CCI) category, under the American Recovery and Reinvestment Act (ARRA).

I understand that the OMCC includes three integrated applications which collectively address comprehensive middle mile services for Ohio. The OMCC projects include:

- Connecting Appalachian Ohio Middle Mile Consortium (CAOMMC)-led by Horizon Telcom in southeastern Ohio
- GigEPAC Ohio Middle Mile Consortium-led by Com Net in western Ohio
- Transforming NE Ohio: From Rust Belt to Tech Powerhouse - An Ohio Middle Mile Consortium Project-led by OneCommunity in northeastern Ohio

We are excited about the prospect that Lorain County Community College will be a sub-recipient to the OneCommunity portion of the consortium. We are especially enthused about the prospects that this project will have for the educational and economic development efforts throughout the county, particularly in the southern and less populated part of the county.

The OMCC proposed projects will extend and enhance critical Broadband Services to a number of the county's anchor institutions, including the many offices that serve the county's residents, the court systems, the public safety forces like the Sheriff's Department and the Emergency Management Agency, and the many county-supported initiatives for economic and workforce development. It has the clear potential benefit of providing long term economic benefits through workforce retraining, job creation and

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economic development. It can also help the county bridge the technological divide between low-income and middle and higher-income families and individuals to improve both their educational opportunities and the prospect of engaging more citizens in entrepreneurial-based businesses.

There is currently limited or lack of broadband services in the southern portion of the county, which has negatively affected our ability to provide county services in the most technologically efficient and effective ways. With enhanced broadband access, citizens will be able to access many public records online, instead of having to travel to the northern part of the county to visit the county buildings where such records are kept.

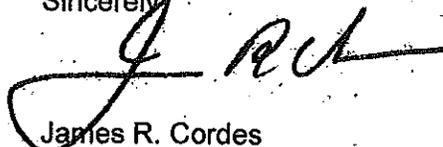
It is difficult to predict exactly how many jobs will be saved or created as a result of the implementation of OMMC project, but it is clear that it will allow the county to develop even more collaborative relationships in additional parts of the county to improve the delivery of public services and information to area residents.

We are happy that the state has adopted a cooperative and collaborative approach to meet the broadband needs of the state's public and private higher education entities, and through Lorain County Community College, to meet the educational needs of the county.

We are excited about the possibility and look forward to a favorable review. We will do whatever we can to make this a success for the county and the region.

Lorain County is pleased to be engaged with the OMMC to extend the impact of broadband services.

Sincerely,



James R. Cordes
Lorain County Administrator

Betty Blair
Ted Kalo
Lori Kokoski

County Administrator
James R. Cordes



*Lorain County
Community College*

Office of the President

March 25, 2010

The Honorable Lawrence E. Strickling
Assistant Secretary for Communications and Information
Administrator, National Telecommunications and Information Administration (NTIA)
U.S. Department of Commerce
1401 Constitution Avenue, N.W.
Washington, D.C. 20230

Dear Mr. Strickling:

As the president of Lorain County Community College, the only publically-supported institution of higher education in the county, I am writing to express our enthusiastic support for and commitment to the "Ohio Middle Mile Consortium" (OMMC) applications to the National Telecommunications and Information Administration (NTIA) Broadband Technology Opportunities Program (BTOP) in the Comprehensive Community Infrastructure (CCI) category, under the American Recovery and Reinvestment Act (ARRA).

The OMMC includes three integrated applications which collectively address comprehensive middle mile services for Ohio. The OMCC projects include:

- Connecting Appalachian Ohio Middle Mile Consortium (CAOMMC)-led by Horizon Telcom in southeastern Ohio
- GigEPAC Ohio Middle Mile Consortium-led by Com Net in western Ohio
- Transforming NE Ohio: From Rust Belt to Tech Powerhouse - An Ohio Middle Mile Consortium Project-led by OneCommunity in northeastern Ohio

The OMMC is a public private partnership spearheaded by the Ohio Academic Resource Network [OARnet], the technology operations arm of the University System of Ohio, which was chartered by Chancellor Eric Fingerhut to facilitate the integration of collaborative proposals to forge a comprehensive middle mile plan for Ohio. OARnet was established in 1987 to provide access to the resources of the Ohio Supercomputer Center and LCCC has been working with them since their inception to help advance broadband access in Lorain County.

Lorain County Community College (LCCC) will be a sub-recipient of the OneCommunity application to help deploy middle mile broadband services to the major educational institutions in Lorain County, including the K-12 districts and the Joint Vocational School. We will also work with other community education and training partners such as the County Extension Education Agency and the County Emergency Management Agency to ensure that these providers are also better equipped to provide the training programs so critical to their missions. This collaboration will enable LCCC to provide additional and enhanced distance learning opportunities throughout the county.

This is especially important for a number of reasons. Lorain County has a very low educational attainment rate (more than 76% of the population has less than an associate's degree). To meet

the rapidly growing needs for 21st Century skills to compete in the new information-based economy, the workforce must upgrade educational levels and technology skills. Lorain County has also experienced tremendous job losses over the course of the last couple of decades and has never completely recovered from the past four recessionary periods. In January 2010, Lorain County had a seasonally adjusted unemployment rate of 11% -- the highest among all the counties in this economic development region. The counties to the near west, Huron and Erie, had unemployment rates of 18.3% and 14.2% respectively. To the south, Ashland County recorded a 14% rate. For these reasons, it is imperative that we extend the benefits of distance learning opportunities to the residents of these near-by areas. There is little or no broadband availability in the southern part of Lorain County, largely because the commercial providers have determined that the population is insufficient to justify a return on the investments needed for installation. There is also extremely limited access to higher education in the three adjacent counties -- one private university with an annual cost of nearly \$40,000 and one branch campus of a public university with an annual cost at approximately twice that of LCCC. Not only is access limited, affordability is also an issue for many residents.

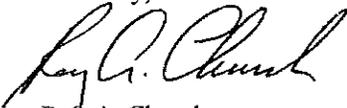
The OMMC project will extend and enhance the college's ability to support broadband services for these crucial educational purposes, as well as to provide support to the County Emergency Management Agency (EMA), which has responsibility for training and education for the area's police, fire, and emergency medical personnel. Some of this training is delivered directly by the College through the Police Academy, Fire Science, and Emergency Medical Technician programs. Further, by connecting more directly with the area's fourteen K-12 districts, the college will be better able to provide college-level courses directly to the high schools so that graduating seniors will have had the benefit of securing some college credit before leaving high school. It also provides a venue for our faculty to work directly with K-12 faculty to deliver professional development activity. And finally, the College has a long-standing relationship with the County Joint Vocational School (JVS) and more recent collaboration with the County Extension Education Agency to help provide training opportunities to the county's many small farmers and community gardeners, as part of an overall push to increase the availability of and use of local foods, especially for low-income families and children.

These are critical, non-commercial needs in the county and the proposed project will help the partnership meet more of the needs of the public sector. By supporting the public sector's mission, the project will also provide an infrastructure for the private sector to expand and grow. The most telling statistic about how important it is to meet individual needs through education is captured in the fact that in 1980, 80% of all jobs were with employers of 500 or more; today, 80% are with employers of 10 or fewer. Small businesses are now the engines of the economy, and continuing, life-long education and training is the key to keeping those engines running.

The OMMC has adopted a cooperative and collaborative approach to meet the broadband needs of the state's public and private higher education entities. The OMMC-related proposals will collectively expand middle mile connection to 54 counties which, when combined with the 14 counties currently on the state network, represent 68 of Ohio's 88 counties.

On behalf of the entire campus and county community, I am pleased that LCCC is engaged with the OMMC and OARnet to leverage the impact of broadband services in the Ohio.

Sincerely,



Roy A. Church
President



Consolidated Electric Cooperative, Inc.

Your Touchstone Energy® Partner 

Corporate Office:

5255 St. Rt. 95
P. O. Box 111

District Office:

4993 State Route 521
Delaware OH 43015

Web Site: www.consolidatedelectric.coop E-mail: service@consolidatedelectric.coop Phone: (800) 421-5863 Fax: (419) 947-3082

March 24, 2010

The Honorable Lawrence E. Strickling
Assistant Secretary for Communications and Information
and
Administrator, National Telecommunications and Information Administration (NTIA)
U.S. Department of Commerce
14th Street and Constitution Avenue, N.W.
Washington, DC 20230

Dear Assistant Secretary Strickling:

This letter is to endorse the 'Transforming NE Ohio: From Rust Belt to Tech Powerhouse, an Ohio Middle Mile Coalition' fiber-optic network project proposed by OneCommunity as presented in their application for broadband stimulus funds. Consolidated Electric Cooperative, recipient of an award in Round 1, is a member-owned electric cooperative headquartered in Mount Gilead Ohio that operates an electric distribution utility in central Ohio. OneCommunity collaborated with Consolidated Electric Cooperative in the design of interconnection points to our fiber optic network in both their Round 1 and Round 2 grant requests.

Consolidated Electric Cooperative detailed a general lack of affordable Metro-Ethernet services and broadband penetration in its Round 1 application. We saw the need bridge severe and costly interlata connectivity issues in our service area with a dependable middle mile transport option. The network and route proposed by OneCommunity would remedy connectivity and cost issues, further providing telecommunications options beyond Consolidated Electric Cooperative's network. Should OneCommunity be successful in their request for stimulus funds and build the network as specified, it would be the intention of Consolidated Electric Cooperative to purchase wholesale access to the network on behalf of its tenants or negotiate an interconnection as a service provider, specifically as middle mile back-haul to the larger urban areas of Columbus and Cleveland, OH.

Consolidated Electric Cooperative recommends that the project as submitted by OneCommunity be funded by Broadband Stimulus funds so this network can be built for the long-term economic development of Ohio.

Sincerely,

Doug Payauys
VP of Information Systems / CIO
Consolidated Electric Cooperative

Consolidated
Electric's family of
companies:





March 24, 2010

The Honorable Lawrence E. Strickling
Assistant Secretary for Communications and Information
and
Administrator, National Telecommunications and Information Administration (NTIA)
U.S. Department of Commerce
14th Street and Constitution Avenue, N.W.
Washington, DC 20230

Kenneth E. Johnson
Conneaut Telephone Company
P.O. Box 579
Conneaut, OH 44030

Dear Assistant Secretary Strickling:

This letter is to endorse the 'Transforming NE Ohio: From Rust Belt to Tech Powerhouse, an Ohio Middle Mile Coalition fiber-optic network project proposed by OneCommunity as presented in their application for broadband stimulus funds. Conneaut Telephone Company is a private company headquartered in Conneaut Ohio that provides cable, local telephone, cellular, voice mail, Internet, and long distance services in Ohio.

Should OneCommunity be successful in their request for stimulus funds and build the network as specified, it would be the intention of Conneaut Telephone Company to purchase wholesale access to the network or negotiate an interconnection as a service provider.

Conneaut Telephone Company has business and residential clients in the Northeast Ohio area without sufficient access to affordable Metro-Ethernet services and also has the need bridge severe and costly interlata connectivity issues in our service area with a dependable middle mile transport option. The network and route proposed by OneCommunity would remedy each of those circumstances and provide additional markets for Conneaut Telephone Company.

We have met with representatives of OneCommunity and mutual vendors who have worked for OneCommunity and have reached the conclusion that OneCommunity is capable of supervising the construction of this network, capable of servicing it, and will be competitive in the pricing for wholesale access .

THE CONNEAUT TELEPHONE COMPANY
224 STATE STREET • P.O. BOX 579 • CONNEAUT, OHIO 44030-0579
PHONE 440/593-7140 • FAX 440/593-5544



Again, Conneaut Telephone Company recommends that the project as submitted by OneCommunity be funded by Broadband Stimulus funds so this network can be built for the long-term economic development of Northeast Ohio.

Sincerely,

THE CONNEAUT TELEPHONE COMPANY
224 STATE STREET • P.O. BOX 579 • CONNEAUT, OHIO 44030-0579
PHONE 440/593-7140 • FAX 440/593-5544



Medina County Port Authority
144 North Broadway Street
Medina, Ohio 44256

Phone: (330) 722-9215

March 26, 2010

Mr. Scot Rourke, President and CEO
OneCommunity
800 West St. Clair Ave., Second Floor
Cleveland, Ohio 44113

Dear Mr. Rourke:

As you know the Medina County Port Authority (Port Authority) has been working together with OneCommunity for the past year or so to develop the most beneficial approach to the build-out of the Medina County Fiber Network (MCFN), and the related links to the Akron and Cleveland area networks. That cooperative relationship is evidenced in a memorandum of understanding and a term sheet related to the intended bond financing of the MCFN.

As part of that developing cooperative relationship, the Port Authority is pleased to team with OneCommunity in its Transforming NE Ohio: From Rust Belt to Tech Powerhouse - An Ohio Middle Mile Consortium Project. It is our understanding that OneCommunity is submitting an application to the National Telecommunications and Information Administration (NTIA) Broadband Technology Operations Program (BTOP) in the Comprehensive Community Infrastructure category, with project consortium leadership by OARnet, an organization with twenty three years of experience in managing and operating the higher education community's broadband network.

The understanding between OneCommunity and the Port Authority related to the Transforming NE Ohio: From Rust Belt to Tech Powerhouse - An Ohio Middle Mile Consortium Project is based on the following:

OneCommunity will, under contract with the Port Authority, construct a fiber optic cable, on behalf of the Port Authority, to connect the MCFN to OneCommunity points-of-presence on the Akron and Cleveland area networks, and provide collocation for carrier interconnection services in both of these locations as follows (and on terms and conditions to be agreed on):

- 144 fiber strands over all routes connecting the northern route from the MCFN to Cleveland Parma collocation
- 144 fiber strands over all routes connecting the northern route from the MCFN to Akron at the 30 North High collocation
- Total MCFN Project Costs: \$7,391,982

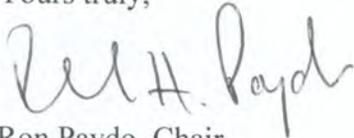
- Total Bond-financed Cash Match: \$5,797,601
- Port Authority (Sub-recipient) Grant Request: \$1,594,380

The Port Authority understands that OneCommunity will administer sub-recipient funds according to procedures consistent with the BTOP Program and on terms satisfactory to the Port Authority.

In addition, it is understood by both parties that the Port Authority intends to grant, and OneCommunity intends to acquire, a long-term lease or indefeasible right of use (IRU) for 6 pairs of fiber strands covering approximately 88 miles of the MCFN from Cleveland and Akron for a period of 20 years, and that development of the detailed agreement associated with the IRU is contingent on the BTOP award.

We are pleased to participate in this exciting and innovative regional project and look forward to working together toward our mutual goals.

Yours truly,

A handwritten signature in black ink, appearing to read "Ron Paydo". The signature is written in a cursive, flowing style.

Ron Paydo, Chair
Medina County Port Authority



HOMETOWN CABLE

305 E. Main St. PO Box 106
Coldwater, OH 45828
(419) 678-4090

March 24, 2010

The Honorable Lawrence E. Strickling
Assistant Secretary for Communications and Information
and
Administrator, National Telecommunications and Information Administration (NTIA)
U.S. Department of Commerce
14th Street and Constitution Avenue, N.W.
Washington, DC 20230

Dear Assistant Secretary Strickling:

This letter is to endorse the 'Transforming NE Ohio: From Rust Belt to Tech Powerhouse, an Ohio Middle Mile Coalition fiber-optic network project proposed by OneCommunity as presented in their application for broadband stimulus funds. Hometown Cable Company is a private company headquartered in Coldwater Ohio that provides local cable, Internet, and VoIP services in Ohio.

Should OneCommunity be successful in their request for stimulus funds and build the network as specified, it would be the intention of Hometown Cable Company to purchase wholesale access to the network or negotiate an interconnection as a service provider.

Hometown Cable Company has "last mile" business and residential clients in the Northeast Ohio area without sufficient access to affordable Metro-Ethernet services and also has the need bridge severe and costly interlata connectivity issues in our service area with a dependable middle mile transport option. The network and route proposed by OneCommunity would remedy each of those circumstances and provide additional markets for Hometown Cable Company.

We have met with representatives of OneCommunity and mutual vendors who have worked for OneCommunity and have reached the conclusion that OneCommunity is capable of supervising the construction of this network, capable of servicing it, and will be competitive in the pricing for wholesale access .

Again, Hometown Cable Company recommends that the project as submitted by OneCommunity be funded by Broadband Stimulus funds so this network can be built for the long-term economic development of Northeast Ohio.

Sincerely,



March 25, 2010

The Honorable Lawrence E. Strickling
Assistant Secretary for Communications and Information
and Administrator, National Telecommunications and Information Administration (NTIA)
U.S. Department of Commerce
14th Street and Constitution Avenue, N.W.
Washington, DC 20230

Dear Assistant Secretary Strickling:

I am writing on behalf of the people of Stark County, in conjunction with governmental and business entities, to express our strong support for OneCommunity's Middle Mile Project titled 'Transforming NE Ohio: From Rust Belt to Tech Powerhouse, and Ohio Middle Mile Consortium Project.' Partnering with organizations both in and out of Stark County, I have spearheaded the evaluation of broadband technology opportunities for the Stark County region. These efforts have been focused on determining the greatest benefits for economic, community and governmental institutions from the development of a Stark County Community fiber network with the objective of preserving and creating jobs, stimulating long-term economic development and increasing efficiency in local government.

The sites included within the OneCommunity proposal represent the overall scope of a county-wide fiber network for Stark County that would encourage initiatives for economic development, facilitate public and business access to government services, and provide a foundation for cost-saving collaborations that would reduce financial burdens for economically distressed local governments. Stark County's most critical areas of need include:

An affordable *county-wide* fiber network between Stark County's major government institutions to provide a foundation for improving government efficiency through collaborative technology initiatives.

An affordable *regional* fiber network between Stark County, and other Northeastern Ohio counties that includes the State of Ohio OIT, to support the mission of the Northeastern Ohio Local Government Information Consortium (NEO Logic). The objectives of NEO Logic include cost-saving state and governmental initiatives such as the consolidation of technology infrastructure and the implementation of viable business continuity and disaster recovery plans.

I. County-wide network:

The economic forecast for Stark County and its municipal governments is desperate. Stark County's unemployment rate is now 13.5% and City of Canton is at 14.8%. A portion of Stark County's sales tax has been repealed and a tax renewal due in 2011 looks bleak. County-City consolidations and collaborative efforts will be essential for the survival of current local government services, safety forces and preservation of government jobs. Recently, Forbes magazine listed Canton as the 9th of "America's Most Miserable Cities".

There are several initiatives in-progress and under evaluation within Stark County to consolidate city and county departments to improve government efficiency, reduce costs and provide better governmental services to local businesses and citizens. *The success of many of these efforts will be based on the ability to consolidate technology which requires affordable and accessible broadband connectivity.*

A good case can be made that efficient government is a powerful economic development tool. Governments with efficient business practices are less costly and easier to work with, making areas with efficient local governments more attractive to new business start-ups, business relocations, and economic development entities.

Many local governments with data centers are over-invested in technology infrastructure and under-invested in business applications that are the most critical to efficiency and productivity in business operations that provide efficient government. Via economies of scale, significant cost reductions could result from the consolidation of technology infrastructure such as hardware, software and licensing.

II. Regional network:

The regional network would support the vision of NEO Logic which is endorsed by the Northeastern Ohio County Auditor's Association. The primary objectives are focused on cost-savings for local and state government initiatives through technology infrastructure consolidation, sharing of technology resources, and the creation of a shared disaster recovery facility to support viable business continuity and disaster recovery plans. The regional network is centered upon improving government efficiency and reducing costs through the following collaborative technology initiatives:

Recognition of significant cost reductions via consolidation of technology infrastructure

Local governments are over-invested in hardware and infrastructure, and under-invested in business applications that are the most critical to the success of the agencies they support. Via economies of scale, significant cost reductions could result from the consolidation of technology infrastructure such as hardware, software and licensing.

Creation of a shared disaster recovery site for implementation of realistic business continuity plans

Many local governments do not have sufficient logistical plans for recovery and restoration of critical business applications in the event of an emergency due to the high cost of maintaining an alternate disaster recovery facilities and duplication of infrastructure.

Creation of a collaborative development of business value applications common to Ohio County Auditor's

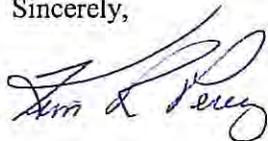
The formation of joint intra-county development teams would leverage technical expertise, reduce development time-lines and improve continuity in data sharing between county agencies.

Establishment of a foundation for offering infrastructure as a service to technology underserved Ohio counties

Web-hosting, GIS deployment and Virtual Private Server environments could be established to provide remote applications to areas where technology services are cost-prohibitive.

We look forward to taking advantage of this opportunity. Our operations and success depend upon stretching every dollar, and the opportunity to obtain fiber to our county and subsidized pricing through the BTOP program will assist in collapsing costs while extending benefits, services and outreach. We urge you to support this innovative and collaborative partnership with OneCommunity and OarNET, the State of Ohio's Academic and Research Network as it provides the opportunity to obtain robust high speed connectivity at a price point that brings real benefits to Stark County.

Sincerely,



Kim R. Perez
Stark County Auditor
Chief Administrator, Stark County Information Technology Center

A-D Technologies

A-D Technologies
860 Garden Street
Elyria, OH 44035
Phone: 800.321.7914
Fax: 440.322.1001
www.adtechnologies.com

Quote Acknowledgement

To:

ONE COMMUNITY
216-923-2200
800 W. ST. CLAIR AVE.
CLEVELAND, OH 44113
USA

Contact:
Contact Name:
Contact Phone:
FAX:
Quoted By: Amanda Bulloch
Email Address: amanda.bulloch@adtechnologies.com

Account: ONE200
Number: QT-09032 **Revision:**
Date: 06/19/2009
Sales Rep: DATACOM HOUSE **Job Name:** NEO RHIO

LN	QTY	PART NO.	DESCRIPTION	UOM	UNIT PRICE	EXTENSION
1	1,600,000	CONDUIT	HDPE Conduit SW 613 125 N033J SMOOTHWALL - SDR 13.5 - 1 1/4 INCH - ORANGE JACKET EMPTY - NO PULL TAPE ADD 0.025/FT FOR 1250# POLY PULL TAPE ADD 0.043/FT FOR 1250# LOCATOR POLY PULL TAPE 8000 FT PER 96 INCH DIAM REEL	FT	\$0.23200	\$371,200.00
2	1	1-400758	COUPLER SHUR 10/CS SL602C125 SDR (UL) SL 602C 125 1 1/4 INCH - SHURLOCK COUPLERS 10 PER CASE	CS	\$87.12000	\$87.12

Terms & Conditions FOB ORIGIN
 CUSTOMER PICK UP
 NET 30
TOTAL: \$371,287.12

Order Comment
6/19/09 - PRICING REVISED PER SCOTT WELLS

CURRENT LEAD TIME 2-3 WEEKS ARO

QUOTE BASED ON RESIN COSTS FROM APRIL 2009 AND ARE SUBJECT TO RESIN ESCALATION /DE-ESCALATION

NEO RHIO INNERDUCT PRICING

Price of innerduct will remain the same unless the resin price change is greater than \$.01 / pound compared to the previous quarter. The Supplier is responsible for the calculation and submission of adjusted pricing on a quarterly basis to ONE COMMUNITY. The price adjustment for innerduct will be calculated based on the change in resin pricing for HDPE Resin – Extrusion Pipe HMW, Volume Category 2 as published by Crain Communications Inc. in Plastic's News and using the formula set forth below. If a range of prices is published, the average of the range will apply, rounded to the nearest one tenth of one cent. The resin price will be determined using the second Monday's issue of the third month of the quarter prior to quarter during which the revised prices will go into effect.

Revised prices will be submitted 10 working days prior to the conclusion of the quarter during which the revised prices will go into effect. Price revisions will begin the first calendar day of the calendar quarter and will remain firm for three (3) months thereafter. The only acceptable price revision dates will be January 1, April 1, July 1 and October 1 of the year.

The quarterly price adjustments for innerduct will be made in accordance with the following formula:

Variable Description –

- C = Current Cost Per Foot
- N = New Cost Per Foot
- A = New Resin Index
- B = Present Resin Index
- W = Weight Per Foot

Formula –

$$N = C + [(A-B) * W]$$

Example 1 Resin Index Decrease: 2" SDR 13.5 (Difference between A & B is \$.03 and the price revision will apply.)

C = \$0.399 / ft.
A = \$0.76 / #
B = \$0.79 / #
W = 0.530 lb / ft
N = New Cost Per Foot

$N = \$0.399 + [(\$0.76 - \$0.79) * 0.530]$
 $N = \$0.399 + [-\$0.03 * 0.530]$
 $N = \$0.399 - \0.0159
 $N = \$0.383$

This indicates that the cost per foot would decrease from \$0.399 to \$0.383 plus any freight or pull tape adders.

Example 1 Resin Index Increase: 2" SDR 13.5 (Difference between A & B is \$.03 and the price revision will apply.)

C = \$0.399 / ft.
A = \$0.79 / #
B = \$0.76 / #
W = 0.530 lb / ft
N = New Cost Per Foot

$N = \$0.399 + [(\$0.79 - \$0.76) * 0.530]$
 $N = \$0.399 + [\$0.03 * 0.530]$
 $N = \$0.399 + \0.0159
 $N = \$0.415$

This indicates that the cost per foot would increase from \$0.399 to \$0.415 plus any freight or pull tape adders.

The revised prices will apply for all orders received on or after the effective of the revision.

A-D Technologies
STANDARD TERMS AND CONDITIONS

1. **CONTRACT FORMATION:** These Terms and Conditions ("Terms") govern this Sales Order and any agreement, order, sale or lease is expressly limited to and made conditional upon these Terms becoming a part of the agreement between A-D Technologies ("Seller") and Buyer.
2. **ACCEPTANCE:** This transaction is expressly limited to and made conditional upon the Terms on the face and reverse side hereof. Any of Buyer's terms in addition to or different from those contained herein, whether contained on a request for quotation, purchase order, acknowledgement or other document, are hereby objected to and shall be of no effect. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection. No waiver or alteration of terms shall be binding unless in writing, signed by an executive officer of Seller. Acceptance of this contract is expressly limited to the exact terms contained in the offer and any attempt to alter or omit any such terms shall be deemed a rejection and counteroffer.
3. **PRICE:** All prices are F.O.B Seller's plant unless otherwise specifically set forth on the face of this Sales Order. Prices stated are subject to change without notice in the event of (i) alterations in specifications, quantities, designs, or delivery schedules; (ii) increases in the cost of fuel, power, material, supplies, or labor, and/or (iii) foreign or domestic legislation enacted by any level of government, including tax legislation, which increases the cost of producing, leasing, or selling the Goods. No discount will be permitted unless specifically set forth on the face of this Sales Order. Prices set forth in any proposal sent to Buyer shall be firm for thirty (30) days following the date of such proposal unless otherwise set forth in any proposal. Payment terms of sale are net thirty (30) days unless Seller agrees in writing. In the event payment is not made within terms, Buyer shall be charged a late payment fee of one and one-half (1.5%) percent per month for each month in which payment is delayed, or the maximum lawful rate, whichever is lower, until payment is made in full. Until the purchase price and any late fees have been paid in full, Seller retains a security interest in the goods sold, consigned or leased ("Goods") and in all proceeds of said Goods. Buyer hereby irrevocably authorizes Seller to execute and file UCC financing statements in support of a purchase money security interest. All orders are subject to the approval by Seller at its offices in Elyria, Ohio.
4. **DISPUTES:** All disputes hereunder shall be made, in writing to the following: A-D Technologies, Attention: Controller, 860 Garden Street, Elyria, Ohio, 44035. Payments which are intended by buyer to represent "payment in full" for the goods sold, and which are less than the amount shown on Seller's invoice as being due, shall be sent to the above address. If said "payment in full" check is not made to the above address then, pursuant to Ohio Revised Code §1303.40 the acceptance of said check will not act as a discharge of the remaining balance due under this Seller's invoice.
5. **WARRANTY:** SELLER WARRANTS THAT THE FOLLOWING GOODS MANUFACTURED BY IT WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP FOR THE FOLLOWING PERIODS: (i) DUCT AND PRESSURE PIPE PRODUCTS FOR ONE (1) YEAR FOLLOWING THE DATE OF ORIGINAL SHIPMENT; AND (ii) PULLING EQUIPMENT AND PLACING TOOLS FOR NINETY (90) DAYS FOLLOWING THE DATE OF ORIGINAL SHIPMENT. WITH RESPECT TO LUBRICANTS, CHEMICALS, PULL TAPE AND ACCESSORIES SOLD BY SELLER, SELLER WARRANTS ONLY THAT SUCH GOODS WILL CONFORM TO SELLER'S MANUFACTURING STANDARDS AS SPECIFIED TO BUYER. IF ANY OF THE GOODS ARE FOUND BY SELLER TO BE DEFECTIVE, SUCH GOODS WILL, AT SELLER'S OPTION, BE REPLACED OR REPAIRED AT SELLER'S COST. THE PARTIES HERETO EXPRESSLY AGREE THAT BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE SELLER SHALL BE FOR THE REPAIR OR REPLACEMENT OF DEFECTIVE GOODS AS PROVIDED HEREIN. THE EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS SELLER IS WILLING AND BLEW TO REPAIR OR REPLACE DEFECTIVE GOODS IN THE PRESCRIBED MANNER. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. No affirmation of Seller by words or action, other, other than as set forth in this section 5 shall constitute a warranty. Goods which may be sold by Seller but which are not manufactured by Seller are not warranted by Seller, but are sold only with the warranties, if any, of the manufacturers thereof. This warranty does not cover labor and other costs or expenses to remove or install any defective, repaired or replaced good. Seller's warranty does not apply to any goods which have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by any one other than Seller or one of Seller's authorized agents. ANY CLAIM BY BUYER WITH REFERENCE TO THE GOODS SOLD HEREUNDER SHALL BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE SO LONG AS SELLER IS WILLING AND ABLE TO REPAIR OR REPLACE DEFECTIVE GOODS IN THE PRESCRIBED MANNER. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE NOT EXPRESSLY SET FORTH HEREIN. No affirmation of Seller by words or action, other than as set forth in this section 5 shall constitute a warranty. Goods which may be sold by Seller but which are not manufactured by Seller are not warranted by Seller, but are sold only with the warranties, if any, of the manufacturers thereof. This warranty does not cover labor or other costs or expenses to remove or install any defective, repaired or replaced good. Seller's warranty does not apply to any goods which have been subjected to misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by any one other than Seller or one of Seller's authorized agents. ANY CLAIM BY BUYER WITH REFERENCE TO THE GOODS SOLD HEREUNDER SHALL BE DEEMED WAIVED BY THE BUYER UNLESS SUBMITTED IN WRITING TO SELLER WITHIN THE EARLIER OF (i) THIRTY (30) DAYS FOLLOWING THE DATE BUYER DISCOVERED OR BY REASONABLE INSPECTION SHOULD HAVE DISCOVERED, ANY CLAIMED BREACH OF THE FOREGOING WARRANTY, OR (ii) THIRTEEN (13) MONTHS FOLLOWING THE DATE OF SHIPMENT. ANY CAUSE OF ACTION FOR BREACH OF THE FOREGOING WARRANTY SHALL BE BROUGHT WITHIN ONE YEAR FROM THE DATE THE ALLEGED BREACH WAS DISCOVERED WHICHEVER OCCURS FIRST.
6. **LIMITATION OF LIABILITY:** SELLER'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, OR STRICT LIABILITY) FOR ITS GOODS SHALL BE LIMITED TO REPAIRING OR REPLACING PARTS FOUND BY SELLER TO BE DEFECTIVE OR AT SELLER'S OPTION, TO REFUNDING THE PURCHASE PRICE OF SUCH GOODS OR PARTS THEREOF. AT SELLER'S REQUEST, BUYER WILL SEND, AT BUYER'S SOLE EXPENSE, ANY ALLEGEDLY DEFECTIVE PARTS TO THE PLANT OF SELLER WHICH MANUFACTURED THEM FOR INSPECTION AND WARRANTY ADJUSTMENT.
7. **DISCLAIMER OF CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL SELLER BE LIABLE FOR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE AND SALE OR LEASING OF SELLER'S GOODS. INCLUDING WITHOUT LIMITATION BREACH OF ANY OBLIGATION IMPOSED ON SELLER HEREUNDER OR IN CONNECTION HERewith. CONSEQUENTIAL DAMAGES FOR PURPOSES HEREOF SHALL INCLUDE WITHOUT LIMITATION LOSS OF USE, INCOME OR PROFIT, OR LOSSES SUSTAINED AS THE RESULT OF INJURY (INCLUDING DEATH TO ANY PERSON, OR LOSS OF OR DAMAGE TO PROPERTY (INCLUDING WITHOUT LIMITATION PROPERTY HANDLED OR PROCESSED BY THE USE OF THE GOODS)). BUYER SHALL INDEMNIFY SELLER AGAINST ALL LIABILITY, COST OR EXPENSE WHICH MAY BE SUSTAINED BY SELLER ON ACCOUNT OF ANY SUCH LOSS, DAMAGE OR INJURY.
8. **ACCEPTANCE AND TRANSPORTATION:** Upon Buyer's receipt of shipment, Buyer shall immediately inspect the Goods. Unless buyer provides Seller with written notice of any claim for shortages of or defects in the Goods within forty-eight (48) hours after receipt of shipment, such Goods shall be deemed finally inspected, checked and accepted by Buyer. In absence of shipping and packing instructions, Seller shall use its own discretion in choice of carrier and method of packing. Seller shall not be responsible for insuring shipments unless specifically requested by Buyer and any insurance so requested shall be at Buyer's expenses and valuation.
9. **TITLE AND RISK OF LOSS:** Title to any Goods sold and risk of loss of such Goods passes to Buyer upon delivery by Seller to carrier, and any claims for losses or damage shall be made by Buyer directly with carrier.
10. **CREDIT TERMS:** All orders and shipments shall at all times be subject to the credit approval of the Seller. Seller reserves the right of declining to make shipment whenever, for any reason, there is doubt as to Buyer's financial responsibility and Seller shall not in such event be liable for breach or nonperformance of contract, in whole or in part.
11. **TAXES:** Unless otherwise specifically provided on the face hereof; the price for the Goods purchased is net and does not include sales, use, excise or similar taxes, whether federal, state or local. The amount of any such taxes applicable to the Goods shall be paid by buyer in the same manner and with the same effect as if originally included in the purchase.
12. **PACKAGING:** Prices stated are based on Seller's standard packaging. Special customer packaging will be furnished only when specified and so stated herein, and the cost thereof shall be borne by Buyer.
13. **DELIVERY AND DELAYS:** Unless expressly specified to the contrary, Goods in stock will be shipped promptly, and Goods not in stock will be shipped as soon as commercially reasonable. However, all shipping dates are approximate, and are based upon current availability of material, present production schedules, and prompt receipt of all necessary information. Seller will not be liable for any damage, loss, fault, or expenses arising out of delays in shipment or other nonperformance, of this agreement caused by or imposed by (a) strikes, fires, disasters, acts of terrorists, riots, acts of God, (b) acts of Buyer, (c) shortages of labor, fuel, power, materials, supplies, transportation, or manufacturing facilities, (d) government action, (e) subcontractor delay, or (f) any other cause or condition beyond Seller's reasonable control. In the event of any such delay or nonperformance, Seller may, at its option, and without liability, cancel all or any portion of this agreement and/or extend any date upon which any performance hereunder is due. Any delivery not in dispute shall be paid for regardless of other controversies relating to other delivered or undelivered merchandise. Orders will be considered complete upon shipment of a reasonable quantity over or under the amount specified in the Sales Order when it is impracticable to produce the exact quantity ordered.
14. **TERMINATION, CANCELLATION, CHANGES, AND RETURNED MATERIAL:** Orders cannot be terminated, modified, shipment deferred or returned after acceptance of Buyer's order by Seller, except with Seller's written consent and subject to a minimum \$25.00 or 25% restocking charge, whichever is greater. Goods shipped to Buyer approved for return must be shipped freight prepaid. Buyer shall indemnify Seller against liability and expense incurred and commitments made by Seller and shall provide for profit on work in process and contract value of products or parts completed and ready for shipment.
15. **PATENTS:** The purchase of the Goods shall not entitle Buyer to employ the Goods with any patented process owned by Seller or others. Seller makes no warranty that the Goods or method or process of using them, are free of the claim of any third party by way of patent infringement or the like. Buyer, by its acceptance of the goods or equipment agrees that there is no indemnification by the Seller of any claims of patent infringement, regardless of any rights under the Uniform Commercial Code or other similar regulations, and any such rights are hereby waived. Seller has no obligation to defend or pay damages, settlements, attorneys' fees or any other ancillary damages from such a claim of patent infringement brought against Buyer. Buyer shall hold Seller harmless from, and release and not make claim or suit against Seller because of any suits, claims, losses, or other liability made against, or suffered by Buyer arising from any claim of, or infringement of, patent, copyright, trademark, or other proprietary right at common law, or claim of unfair trade or unfair competition, resulting form, or occasioned by, Buyer's use, possession, sale, or delivery of the Goods sold to Buyer by Seller. Buyer agrees to defend and indemnify Seller against any claims or liabilities for, or by reason of the infringement of any United States patent arising from the manufacture of any of the Goods in accordance with specifications furnished by Buyer or from the sale thereof.
16. **GENERAL CONDITIONS:** No agent, salesman or other party is authorized to bind Seller by any agreement, warranty, statement, promise or understanding not herein expressed. The sale of Goods pursuant to this contract shall be governed by the internal laws of the State of Ohio without regard to conflict principals. In addition to the rights and remedies conferred upon Seller by law, Seller shall not be required to proceed with the performance of any order or contract, if Buyer is in default in the performance of any order or contract with Seller and in case of doubt as to Buyer's financial responsibility, shipments under this order may be suspended or sent sight draft with bill of lading attached by Seller. Any clerical errors are subject to correction. No delay or omission by Seller in exercising any right or remedy provided for herein shall constitute a waiver of such right or remedy and shall not be constituted as a bar to or a waiver of any such right or remedy on any future occasion. Any provision hereof prohibited by law shall be ineffective to the extent of such prohibition and without invalidating the remaining provision hereof.
17. **ARBITRATION:** any dispute arising between Buyer and Seller based upon this agreement or the Goods purchased pursuant hereto will be resolved by arbitration in Cleveland, Ohio and in accordance with the rules of the American Arbitration Association, and the award of the sole arbitrator shall be final and binding upon the parties. In the event the demand for arbitration is filed pursuant hereto, the party shall have the same rights to discovery under the Ohio Rules of Civil Procedure as if the dispute had been filed in an original action in an Ohio court of original jurisdiction. Any court shall have jurisdiction and shall be authorized to enforce said rights in accordance with 9 USC §1-16, et seq. or similar state law as if the entire dispute were pending before said court.
18. **ENTIRE CONTRACT:** The Terms set forth herein and on the face side hereof constitute the entire agreement between Buyer and Seller on these issues. Any representations, promises, warranties or statements by any agent or employee of Seller that differ in any way from these Terms shall be given no effect or force.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Agreement to be duly executed.

AD-Technologies

Signature Scott Wells

Name : SCOTT WELLS

Title : SALES MANAGER

Date : JULY 17, 2009

OneCommunity

Mark T. Ansbury

Name : Mark T. Ansbury

Title : Senior VP - CTO

Date: 8/4/09

Scott Whorne
CEO

Exhibit A – Healthcare Distribution Costs

Ashtabula County Medical Center	\$ 23,205.45
Coshocton County Memorial Hospital	\$ 23,205.45
East Liverpool City Hospital	\$ 23,205.45
Firelands Regional Medical Center	\$ 23,205.45
Fisher Titus Medical Center	\$ 23,205.45
Glenbeigh Hospital of Rockcreek	\$ 23,205.45
H. B. Magruder Memorial Hospital	\$ 23,205.45
Jefferson Healthcare Center	\$ 23,205.45
Memorial Hospital	\$ 23,205.45
Samaritan Regional Health System	\$ 23,205.45
The Bellevue Hospital	\$ 23,205.45
Twin City Hospital	\$ 23,205.45
UHHS Conneaut Medical Center	\$ 23,205.45
UHHS Geneva Medical Center	\$ 23,205.45
Union Hospital	\$ 23,205.45
Wooster Community Hospital	\$ 23,205.45
Total	\$ 371,287.12

Invoicing Periods - 3

Invoicing Period 1 (materials received)

Order 533,333 feet of 1 1/4" on 1/15/10 (67 reels)
and 33 cases of 1 1/4" couplers (10/case)

Invoicing Period 2 (materials received)

Order 533,333 feet of 1 1/4" on 4/04/10 (67 reels)
and 33 cases of 1 1/4" couplers (10/case)

Invoicing Period 3 (materials received)

Order 533,334 feet of 1 1/4" on 6/15/10 (67 reels)
and 33 cases of 1 1/4" couplers (10/case)

Costing					Materials Received		
	AD Technologies	Invoicing Period 1	Invoicing Period 2	Invoicing Period 3	Invoicing Period 1	Invoicing Period 2	Invoicing Period 3
Ashtabula County Medical Center	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
Coshocton County Memorial Hospital	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
East Liverpool City Hospital	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
Firelands Regional Medical Center	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
Fisher Titus Medical Center	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
Glenbeigh Hospital of Rockcreek	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
H. B. Magruder Memorial Hospital	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
Jefferson Healthcare Center	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
Memorial Hospital	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
Samaritan Regional Health System	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
The Bellevue Hospital	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
Twin City Hospital	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
UHHS Conneaut Medical Center	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
UHHS Geneva Medical Center	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
Union Hospital	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
Wooster Community Hospital	\$ 23,205.45	\$ 7,735.15	\$ 7,735.15	\$ 7,735.15	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers	33,333.31 ft. of 1 1/4" conduit & 21 1 1/4" couplers
Total	\$ 371,287.12	\$ 123,762.37	\$ 123,762.37	\$ 123,762.37	Order 533,333 feet of 1 1/4" on 10/15/09 (67 reels) and 33 cases of 1 1/4" couplers (10/case)	Order 533,333 feet of 1 1/4" on 10/15/09 (67 reels) and 33 cases of 1 1/4" couplers (10/case)	Order 533,333 feet of 1 1/4" on 10/15/09 (67 reels) and 33 cases of 1 1/4" couplers (10/case)

**FUJITSU NETWORK COMMUNICATIONS, INC.
GENERAL TERMS AND CONDITIONS OF SALE**

EFFECTIVE DATE: June 22, 2009

Contract number – GENTS090622

The parties, Fujitsu Network Communications, Inc., a California corporation (FNC), and **One Community** an entity registered or incorporated in the state of Ohio (Customer) enter into this agreement as of the effective date set forth above. This agreement does not include any affiliated entities of Customer unless a list of the legal names and addresses of such entities is attached hereto as an exhibit before this agreement is executed by FNC, or after execution is added by written amendment to this agreement. If affiliated entities are permitted to purchase hereunder the term "Customer" applies to each such entity and all purchases are made strictly in accordance with the terms and conditions stated herein.

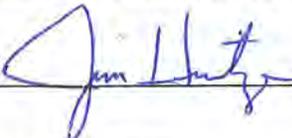
1. **SCOPE.** These General Terms and Conditions of Sale (GENTS) are the terms and conditions under which FNC sells or licenses Product(s) meaning equipment, components, hardware, software, or documentation furnished by FNC, or Service(s) meaning the provision of one or more services as described in a written quotation presented to Customer by FNC that expressly includes (i) the Description of Services document found at <http://responder.fnc.fujitsu.com/sp/servdesc26Mr07> or (ii) a statement of work describing additional or different Services to be performed that is mutually agreed upon by the parties. Customer represents and warrants that it is not purchasing or licensing Products or Services for intended resale and that Customer does not intend to export or re-export the Products. These GENTS supersede any preprinted terms and conditions on Customer's purchase order and any typed or written terms and conditions thereon that conflict with the provisions of these GENTS or expand the obligations of FNC beyond what is stated herein. The parties agree that these GENTS are applicable only to the FCC funded project to provide wideband connectivity to hospital systems in NE Ohio. Unless otherwise agreed in writing by FNC, Products or Services sold or licensed by FNC will only be shipped to or performed in, locations within the continental United States, Alaska, Hawaii, Canada or Puerto Rico. As used herein the term "Product" or "Service" should be interpreted in the singular or plural as the context implies.
2. **TERM** These GENTS are valid for 1 year from the Effective Date unless terminated or canceled as may be allowed elsewhere under these GENTS..
3. **PRICES.** Prices are attached hereto as Exhibit A. The prices in Exhibit A or any additional prices quoted by FNC are exclusive of taxes. Customer is responsible for any sales, use, or other taxes of any kind applicable to the purchase or license of Products or Services from FNC and any duties or other charges related to the export/import or clearance of Products or Services that may be applicable to shipment of the Products to, or performance of Services for, Customer. Unless Customer furnishes FNC with a tax exemption certificate acceptable to the applicable taxing authority before the date FNC ships Product or performs Services, Customer will be invoiced for any such charges where applicable. FNC reserves the right to change prices at any time. A change in price for a Product or Service will not affect the price of that Product or Service on a Customer order that has already been received and acknowledged in writing by FNC.
4. **INVOICES AND PAYMENT.** Unless FNC requires payment before shipment of Product or performance of Services, FNC will submit invoices to the address specified on Customer's purchase order. Payment terms are net 30 days after the date of invoice. Invoices for Product will be issued upon shipment. The issuance of invoices for Services depend on the type and duration of Services purchased and may be in advance, quarterly, annually, or upon completion of Services as determined by FNC or agreed between the parties. All payments must be in U.S. dollars. FNC may, at its option, charge and Customer agrees to pay, a service charge of 1% per month on overdue accounts.
If Customer becomes delinquent in the payment of any amount due, despite any provision for any service charge, FNC, at its option and upon notice to Customer, may suspend performance under or terminate any then-outstanding order without further liability to Customer.
5. **ASSIGNMENT.** Customer may not assign or transfer any of its rights or delegate any of its duties under this agreement without FNC's prior consent. FNC may assign or transfer any of its rights or obligations under this agreement to an affiliate or successor in interest without Customer's prior consent. FNC may freely subcontract its obligations to manufacture equipment, to create software, or to perform Services under this agreement.
6. **AMENDMENT OR WAIVER.** No provision of these GENTS may be modified, supplemented, or waived except in a writing executed by a duly authorized representative of the party to be bound by such waiver. A waiver of any provision of these GENTS in one instance does not create a continuing waiver of that provision or a waiver of any other provision of these GENTS. Either party's failure, at any time, to demand performance by the other or to claim a breach of any provision of these GENTS does not constitute a waiver or otherwise affect the rights of the party.
7. **WARRANTY AND OTHER TERMS AND CONDITIONS.** FNC's warranty, patent indemnification, software license, and other provisions applicable to the sale or license of Products or Services, as of the effective date above, are set forth in FNC's GENTS Supplementary Terms and Conditions document that can be found at the following website <http://responder.fnc.fujitsu.com/gents/supp26Mr07> and are incorporated as if fully set forth herein.
8. **GOVERNING LAW AND DISPUTES.** The rights of the parties hereunder will be governed by the laws of the State of Texas, exclusive of its conflicts of law provisions and excluding any application of the 1980 United Nations

Convention on Contracts for the International Sale of Goods. Any proceeding arising out of these GENTS must be brought in a court of competent jurisdiction in Collin County, Texas.

9. **NOTICES.** Any notice, approval, or consent under these GENTS must be in writing and will be deemed given (a) on the day delivered, if delivered personally or by courier, (b) on the day sent, if transmitted by confirmed fax, or (c) on the day receipt is confirmed by "return receipt" if sent by certified mail, return receipt requested, in each case to the address of the respective party shown below, attention Legal Department, or as otherwise indicated. Either party may designate a different place for notice in accordance with this section.
10. **COMPLETE AGREEMENT.** These GENTS, including the supplementary terms and conditions and other documents referenced herein at the time of execution by both parties, constitute the entire agreement between the parties and supersede any and all prior understandings, oral or written, regarding the subject matter hereof.

By signature below authorized representatives of each party acknowledge and agree on the above:

FUJITSU NETWORK COMMUNICATIONS, INC.
2801 TELECOM PARKWAY, RICHARDSON, TX 75082
FAX NUMBER: 972-479-2992 (LEGAL DEPT.)

BY:  _____

PRINTED NAME: JIM HINTZE _____

TITLE: SR. V.P., SALES _____

DATE: 7-10-09 _____

ONE COMMUNITY
800 W. ST. CLAIR AVENUE, 2ND FLOOR, CLEVELAND, OH 44113
FAX NUMBER: (216) 923-2297

BY:  _____

PRINTED NAME: MARK T. ANSBURY _____

TITLE: SENIOR VP - CTO _____

DATE: 8-4-09 _____


CEO

Exhibit A
Equipment Pricing

Fujitsu		
Site Type	Description	FW 7500 DWDM Backbone Section 6.2.6.6
DWDM Backbone		
Cleveland	FW 7500 Upgrade	\$ 264,972.00
Geneva	FW 7500 Upgrade	\$ 34,022.00
Ashtabula	FW 7500 Upgrade	\$ 34,022.00
Youngstown	FW 7500 Upgrade	\$ 34,022.00
Akron	FW 7500 Upgrade	\$ 324,929.00
Canton	New FW 7500	\$ 103,591.00
Wooster	New FW 7500	\$ 103,591.00
Medina	New FW 7500	\$ 238,422.00
New London	New FW 7500	\$ 103,591.00
Huron	New FW 7120	\$ 103,591.00
	Hardware	\$ 1,344,753.00
	1 Year Maint Cost w/ 72 hour equip replacement**	\$ 181,631.00
	Racks and Raw Materials (Section 6.2.6.1 to 6.2.6.4)	\$ 87,955.00
	Product credit	\$ (238,125.00)
	Total	\$ 1,376,214.00

Exhibit B – Healthcare Distribution Costs

Ashtabula County Medical Center	\$ 86,013.38
Coshocton County Memorial Hospital	\$ 86,013.38
East Liverpool City Hospital	\$ 86,013.38
Firelands Regional Medical Center	\$ 86,013.38
Fisher Titus Medical Center	\$ 86,013.38
Glenbeigh Hospital of Rockcreek	\$ 86,013.38
H. B. Magruder Memorial Hospital	\$ 86,013.38
Jefferson Healthcare Center	\$ 86,013.38
Memorial Hospital	\$ 86,013.38
Samaritan Regional Health System	\$ 86,013.38
The Bellevue Hospital	\$ 86,013.38
Twin City Hospital	\$ 86,013.38
UHHS Conneaut Medical Center	\$ 86,013.38
UHHS Geneva Medical Center	\$ 86,013.38
Union Hospital	\$ 86,013.38
Wooster Community Hospital	\$ 86,013.38
Total	\$ 1,376,214.00

Background:

One Community currently has Fujitsu's Netsmart 1500, which is the EMS platform that manages all Fujitsu Network Elements. The current license agreement loaded on One Community's servers is only scalable to a certain number of Network Elements. Thus, the quote below is to expand that current license agreement to include all sites in the NEO RHIO RFP. Therefore, if Fujitsu is selected for one portion of the RFP and not for another section of the RFP then this expense might not be required. For example, if Fujitsu is selected for the core and not the edge then the current One Community license agreement would suffice.

NETSMART 1500 Quote

<u>Quantity</u>	<u>Part Number</u>	<u>Description</u>	<u>Unit List Price</u>	<u>Extended Price</u>
1	NS-05-0-0-EXPSL	Expansion License	0.01	0.01
4	NS-05-0-0-NEX-0005	5 NE Expansion Pack	10,000.00	40,000.00
Grand Total, List				40,000.01

19" 4 Post Rack For All Locations

Item	Part	Qty	Title
01	TBD-1973-50120-703	1	QUADRARACK 4-POST RACK, BLACK
02	TBD-1973-12831-703	4	GLOBAL VERT. CABLING SYSTEM
03	TBD-1973-12765-706	4	2" FIBER MGMT SPOOL KIT
04	TBD-1973-11752-719	4	HORIZ RACK CABLE MANAGER, 1RU

Cost= \$2,245

Regional Gateway Material Kit

01	HA30L-0001-0171#01	100	MTG SCREW 12-24X1/2,SELF TAP
02	TBD-1973-CAT5-SPOOL	1	CAT 5 CABLE SPOOL, 5000FT
03	27-200DZ1.6-001	20	FBR JMPR,2 FBR SM 1.6 ZIP,LC/LC UPC DPLX
04	27-200DZ1.6-003	20	FBR JMPR,2 FBR SM 1.6 ZIP,LC/LC UPC DPLX
05	27-200DZ1.6-006	20	FBR JMPR,2 FBR SM 1.6 ZIP,LC/LC UPC DPLX
06	27-200DZ1.6-010	10	FBR JMPR,2 FBR SM 1.6 ZIP,LC/LC UPC DPLX
07	27-2081.6MM-001	20	FBR JMPR,1M,SM,LC/SC,2FBR,1.6MM,ZIP
08	27-2081.6MM-003	20	FBR JMPR,1M,SM,LC/SC,2FBR,1.6MM,ZIP
09	27-2081.6MM-006	20	FBR JMPR,1M,SM,LC/SC,2FBR,1.6MM,ZIP
10	27-2081.6MM-010	10	FBR JMPR,1M,SM,LC/SC,2FBR,1.6MM,ZIP
11	27-1M002MM-001	40	FBR JMPR,1-FBR,MM,LC/LC,2.0MM RISER
12	27-1M002MM-003	40	FBR JMPR,1-FBR,MM,LC/LC,2.0MM RISER
13	27-1M002MM-006	40	FBR JMPR,1-FBR,MM,LC/LC,2.0MM RISER
14	27-1M002MM-010	20	FBR JMPR,1-FBR,MM,LC/LC,2.0MM RISER
15	40-005-000	1	CORD,LACING
16	PC370-TBD	6	MISC TBD LABELS
17	HA30L-0001-0190#02	1	GROUND BAR 19" SB-579-03
18	HA99L-0001-0017#01	60	CABLE TIE, VELCRO

Cost= \$10,320

Number of Sites 7
 Cost Per Site \$12,565
 Total Network Costs \$87,955

Customer Prem Material Kit

01	HA30L-0001-0171#01	100	MTG SCREW 12-24X1/2,SELF TAP
02	TBD-1973-CAT5-SPOOL	1	CAT 5 CABLE SPOOL, 5000FT
03	27-200DZ1.6-001	20	FBR JMPR,2 FBR SM 1.6 ZIP,LC/LC UPC DPLX
04	27-200DZ1.6-003	10	FBR JMPR,2 FBR SM 1.6 ZIP,LC/LC UPC DPLX
05	27-200DZ1.6-006	10	FBR JMPR,2 FBR SM 1.6 ZIP,LC/LC UPC DPLX
06	27-200DZ1.6-010	5	FBR JMPR,2 FBR SM 1.6 ZIP,LC/LC UPC DPLX
07	27-2081.6MM-001	20	FBR JMPR,1M,SM,LC/SC,2FBR,1.6MM,ZIP
08	27-2081.6MM-003	10	FBR JMPR,1M,SM,LC/SC,2FBR,1.6MM,ZIP
09	27-2081.6MM-006	10	FBR JMPR,1M,SM,LC/SC,2FBR,1.6MM,ZIP
10	27-2081.6MM-010	5	FBR JMPR,1M,SM,LC/SC,2FBR,1.6MM,ZIP
11	27-1M002MM-001	40	FBR JMPR,1-FBR,MM,LC/LC,2.0MM RISER
12	27-1M002MM-003	20	FBR JMPR,1-FBR,MM,LC/LC,2.0MM RISER
13	27-1M002MM-006	20	FBR JMPR,1-FBR,MM,LC/LC,2.0MM RISER
14	27-1M002MM-010	10	FBR JMPR,1-FBR,MM,LC/LC,2.0MM RISER
15	40-005-000	1	CORD,LACING
16	PC370-TBD	6	MISC TBD LABELS
17	HA30L-0001-0190#02	1	GROUND BAR 19" SB-579-03
18	HA99L-0001-0017#01	60	CABLE TIE, VELCRO

Cost= \$7,151

Number of Sites 20
 Cost Per Site \$9,396
 Total Network Costs \$187,920





**Service Level Agreement
FW 7500 Core DWDM**

**Service Level Agreement
FW 7120 Access Sites**

Coverage Period: 09/01/09 to 08/31/12

Coverage Period: 09/01/09 to 08/31/12

Services Included:		Custom Support Package	
Remote Technical Assistance		x	
Training		x	
Equipment Feature Software		x	
Craft Interface Software		x	
Repair & Return		x	
Advance Replacement (3 Business Day)		x	
On-Site Support (Next Business Day)			
NETSMART® 1500 Maintenance		x	
Include this Part Number on your P.O.		SE-7EN-123456C8	
Annual SSP Price		\$181,631	
3-Year SSP Price		\$490,404	
<u>Additional Fees:</u>	<u>Amount</u>	<u>Description</u>	
No Trouble Found Fees:	\$150.00	per incident, as applicable	
Additional NETSMART 1500 site visits, daily	\$2,000.00	per incident, as applicable	
Extended NETSMART 1500 site visits, hourly	\$250.00	Hourly, over minimum for current visit	
Other _____			
NE TYPE	QUANTITY	Supported Product Families Summary	
Netsmart 1500	10	FLASHWAVE 7000	Yes
FW 7500 (Core/OADM)	10	NETSMART 1500	Yes
Total NEs	20	FLM	

Services Included:		Custom Support Package	
Remote Technical Assistance		x	
Training		x	
Equipment Feature Software		x	
Craft Interface Software		x	
Repair & Return		x	
Advance Replacement (3 Business Day)		x	
On-Site Support (Next Business Day)			
NETSMART® 1500 Maintenance		x	
Include this Part Number on your P.O.		SE-7EN-123456C8	
Annual SSP Price		\$72,216	
3-Year SSP Price		\$194,983	
<u>Additional Fees:</u>	<u>Amount</u>	<u>Description</u>	
No Trouble Found Fees:	\$150.00	per incident, as applicable	
Additional NETSMART 1500 site visits, daily	\$2,000.00	per incident, as applicable	
Extended NETSMART 1500 site visits, hourly	\$250.00	Hourly, over minimum for current visit	
Other _____			
NE TYPE	QUANTITY	Supported Product Families Summary	
Netsmart 1500	20	FLASHWAVE 7000	Yes
FW 7120	20	NETSMART 1500	Yes
Total NEs	40	Notes:	

**Service Level Agreement
FW CDS Access Sites**

Coverage Period: 09/01/09 to 08/31/12

Services Included:		Custom Support Package	
Remote Technical Assistance		x	
Training		x	
Equipment Feature Software		x	
Craft Interface Software		x	
Repair & Return		x	
Advance Replacement (3 Business Day)		x	
On-Site Support (Next Business Day)		x	
NETSMART® 1500 Maintenance		x	
Include this Part Number on your P.O.		SE-7EN-123456C8	
Annual SSP Price		\$36,708	
3-Year SSP Price		\$99,112	
<u>Additional Fees:</u>	<u>Amount</u>	<u>Description</u>	
No Trouble Found Fees:	\$150.00	per incident, as applicable	
Additional NETSMART 1500 site visits, daily	\$2,000.00	per incident, as applicable	
Extended NETSMART 1500 site visits, hourly	\$250.00	Hourly, over minimum for current visit	
Other			
NE TYPE	QUANTITY	Supported Product Families Summary	
Netsmart 1500	14	FW CDS	Yes
FW CDS	14	NETSMART 1500	Yes
Total non NS 1500 NEs	14	Notes:	
Total NEs	28		

Costing			Materials Received
	Fujitsu	Invoicing Period 1	Invoicing Period 1
Ashtabula County Medical Center	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
Coshocton County Memorial Hospital	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
East Liverpool City Hospital	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
Firelands Regional Medical Center	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
Fisher Titus Medical Center	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
Glenbeigh Hospital of Rockcreek	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
H. B. Magruder Memorial Hospital	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
Jefferson Healthcare Center	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
Memorial Hospital	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
Samaritan Regional Health System	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
The Bellevue Hospital	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
Twin City Hospital	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
UHHS Conneaut Medical Center	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
UHHS Geneva Medical Center	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
Union Hospital	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
Wooster Community Hospital	\$ 86,013.38	\$ 86,013.38	FW7500 upgrades & new FW7500's , equipment rack (1) and maintenance
Total	\$ 1,376,214.00	\$ 1,376,214.00	FW7500 upgrade (5) and FW7500 New (5), 16 equipment racks, maintenance

*** Fujitsu equipment is infrastructure backbone network equipment. Total quantity is five new FW7500's and five FW7500 upgrades. The total number of FW7500's does not match a 1:1 basis per hospital since this is not customer premise equipment.