

VILLAGE OF DOWNERS GROVE
COUNCIL ACTION SUMMARY

INITIATED: Information Services DATE: July 6, 2004
(Name)

RECOMMENDATION FROM: _____ FILE REF: _____
(Board or Department)

NATURE OF ACTION:

- Ordinance
- Resolution
- Motion
- Other

STEPS NEEDED TO IMPLEMENT ACTION:

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND SBC GLOBAL SERVICES, INC. FOR CENTREX SERVICES", as presented.



SUMMARY OF ITEM:

Adoption of this resolution will authorize an amendment to the Ameritech Centrex Service Agreement and thereby extend the term to July 15, 2005.

RECORD OF ACTION TAKEN:

RESOLUTION NO. ____

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT
BETWEEN THE VILLAGE OF DOWNERS GROVE AND SBC GLOBAL SERVICES, INC.
FOR CENTREX SERVICES**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Amendment to an Agreement for Ameritech Centrex Service (the "Agreement"), between the Village of Downers Grove (the "Customer") and SBC Business Communications Services ("SBC"), for centrex services, software and maintenance, as set forth in the form of the amendment submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

AMENDMENT NO. 1

WHEREAS, SBC Business Communications Services, a division of SBC Global Services, Inc., on behalf of Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC") and Village of Downers Grove ("Customer") desire to amend Ameritech Centrex Service Agreement # 20010627-0124 ("the Agreement"), and

WHEREAS, each party acknowledges that it has read this Amendment and agrees to be bound by its terms and conditions;

NOW, THEREFORE, in consideration of these premises and the mutual promises set forth herein, the parties hereby agree as follows:

1. The Term of the Agreement set forth in Section 2 "Term" is extended for an additional period of twelve (12) months commencing July 16, 2004 ("Extension Period") *and ending July 15, 2005.*
2. During the Extension Period, Customer shall pay a Monthly Charge of \$4,512.51. All invoices from and payments due to SBC shall be in accordance with SBC's standard billing procedures.
3. The above provisions are incorporated into the Agreement as if specifically set forth therein. Except as specifically provided above, all other terms and conditions contained in the Agreement shall remain in full force and effect. *There shall be no non-recurring charge during the extension period.*
4. This Amendment is effective as of the date of the last signature hereto ("Effective Date").

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their duly authorized representatives.

Village of Downers Grove

SBC Business Communications Services
a division of SBC Global Services, Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CONFIDENTIAL INFORMATION

1 of 1

JUN 25 2001

Contract Information Management

20010627-0124

AMERITECH@ CENTREX SERVICE AGREEMENT

This Agreement is entered into as of the date of the last signature hereto (the "Effective Date") between Ameritech Business Communications Services, a division of SBC Global Services, Inc. on behalf of Illinois Bell Telephone Company, an Illinois corporation, with its principal place of business located at 225 West Randolph Street, Chicago, Illinois 60606 ("Ameritech") and Village of Downers Grove with a place of business at 801 Burlington Ave., Downers Grove, Illinois 60515 ("Customer").

In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Description of Service

1.1 General Scope of Centrex Service and Features

In accordance with the terms and conditions herein, Ameritech shall furnish up to Customer's Network Point of Presence ("NETPOP"), the switching service supported by the appropriate equipment, materials, accessories, software, firmware, engineering, installation and maintenance services. Ameritech Centrex Service provided hereunder (the "Service") is a central office based switching service and shall be furnished by a 5ESS switch manufactured by Lucent and located in the Ameritech central office known as "Downers Grove."

1.2 Service Features

The Service provided pursuant to this Agreement shall support the features described in Ill.C.C. No. 19, Part 5, Section 1. Only those features listed in Attachment 1 and 2 have been included in the rates specified in Section 3.1 of this Agreement.

1.3 Service Transport Facilities

The Service provided pursuant to this Agreement includes the provision of Service Transport Facilities ("STF") as specified in Section 3.2 of this Agreement, which includes network access.

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Solely for use by employees of Ameritech and Customer with a need to know. Not to be disclosed to or used by any other person without prior written permission of Ameritech.

2. Term

2.1 Commencement and Term

This Agreement shall commence on the Effective Date and shall remain in effect for three (3) years thereafter (the "Term"). If Customer should elect to continue Centrex Service beyond the Term of this Agreement and has not entered into a new service agreement with Ameritech, then Ameritech shall continue to provide Ameritech Centrex Service to Customer at Ameritech's then-current monthly tariff rates.

2.2 Existing Centrex Agreement

Customer shall not be liable for termination charges under the current Centrex Agreement at the time Centrex Service is provided pursuant to this Agreement and at such time said agreement shall automatically terminate.

3. Charges

3.1 Centrex Service Rates

Customer shall pay the following Nonrecurring Charge and/or Monthly Charges, in accordance with Section 5:

	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
Common Equipment System Charge: Includes STF pairs as configured in Section 3.2; 189 Ameritech Centrex voice lines, 84 Centrex ISDN lines, 159 ISDN Circuit Switched Voice Service elements, 9 ISDN Circuit Switched Data Service elements, 8 Secondary Directory Telephone Numbers 1 Ameritech Centrex Message Signal Interface, and 132 Caller ID-Intercom	\$138,634.75*	

Customer may subscribe to and, in that event, Ameritech shall provide the following additional services at the rates listed below in accordance with Section 5

* This rate includes the End User Common Line Charge ("EUCL").

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<u>Additional/Optional Features</u>	<u>Nonrecurring Charge</u>	<u>Monthly Charge</u>
Additional Centrex Voice line, each	\$----	\$ 6.97**
Additional Centrex ISDN line, each	\$ 15.00	\$ 8.97**
Additional Circuit Switched Voice Element	\$ 15.00	\$ 3.80
Additional Circuit Switched Data Element	\$ 15.00	\$ 8.50
Packet Switched Data "D" Channel element	\$ 15.00	\$ 6.50
Alternate Voice/Data element	\$ 15.00	\$ 10.00
Packet Switched Data "B" Channel element	\$ 100.00	\$ 82.00
ISDN Attendant Position	\$1,500.00	\$150.00
Additional Secondary Directory Telephone Number	\$----	\$.25
Six Port Conference Circuit	\$ 50.00	\$ 57.50

3.2 STF

The Common Equipment System Charge set forth in Section 3.1 includes the provision of STF at the location(s) and in the quantities specified in Attachment 3.

The Nonrecurring and Monthly Charges for additional STF for the location listed in Attachment 2 or for any other locations shall be provided and paid for at STF pair-at-a-time or cable complement rates as specified in Ill.C.C. No. 20, Part 4, Section 2 and Ill.C.C. No. 19, Part 5, Section 2.

4. Other Charges

4.1 Service Ordering Charges

The service ordering charge as specified in Ill.C.C. No. 20, Part 3, Section 1, shall apply at the time Centrex Service is provided pursuant to the terms of this Agreement.

4.2 Line Connection Charges

Line connection charges as specified in Ill.C.C. No. 20, Part 3, Section 1, shall apply for each Centrex line installed pursuant to this Agreement.

** This rate includes EUCL but does not include STF.

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4.3 Channel Charges

For any Centrex lines located outside of the Downers Grove central office boundaries, additional mileage charges for 2001D channels as specified in Ill.C.C. No. 19, Part 15, Section 2, are applicable in addition to the STF and Centrex line rate.

4.4 Local Usage

Usage charges appropriate to Customer's local service shall be billed as specified in Ill.C.C. No. 20, Part 4, Section 2.

4.5 Taxes

Customer shall remit to Ameritech all applicable federal, state, and local taxes and all applicable municipal and state additional charges as then authorized under Ill.C.C. No. 20, Part 2, Section 2.

4.6 End User Common Line Charges

If the EUCL charge is increased above \$4.93 per line per month, Ameritech shall charge Customer each month an amount equal to the increase in the EUCL charge (i.e., the total new EUCL charge minus \$4.93) multiplied by the appropriate number of PBX equivalent trunks for the number of Centrex lines then in service as determined in Ill.C.C. No. 20, Part 4, Section 2. Any decreases in the EUCL charge below \$4.93 shall be calculated using the same formula used for increases as detailed above and shall result in appropriate credits. This procedure is intended to maintain an equivalence between the rates for central office based service and the PBX trunk rates for private branch exchange systems of comparable size whenever the EUCL charge is increased or decreased.

4.7 Charges for Other Work

Service charges as specified in Ill.C.C. No. 20, Part 3, Section 1, shall be applicable for services not specifically provided under this Agreement.

4.8 Rate Stability

Subject to the provisions of Section 13-509 of the Illinois Public Utilities Act, the rates specified in Section 3.1, with the exception of the network access element of STF and EUCL, shall not be subject to rate increases for the Term of this Agreement. The network access element of STF shall not be subject to Ameritech-initiated rate increases for the Term of this Agreement.

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4.9 Additional Charge for Caller ID

In addition to the rates for Centrex ISDN service as specified in Section 3, Customer shall be subject to the rates for Caller ID services as described in Ill.C.C. No. 20, Part 7, Section 2 for each Centrex ISDN Electronic Key Service provided hereunder based upon trunk equivalency.

5. Terms of Payment

Upon the Effective Date hereof, Customer shall be liable to Ameritech for Nonrecurring Charge and/or the Monthly Charge specified in Section 3.1 with the Monthly Charge continuing each month thereafter during the Term of this Agreement.

Customer shall also be liable for any additional services ordered pursuant to Section 3.1 of this Agreement or pursuant to the tariff upon the installation of such services.

All invoices from and payments due to Ameritech shall be in accordance with Ameritech's standard billing procedures.

6. Service and Maintenance Obligations

Ameritech represents to Customer that the Centrex Service and features provided pursuant to this Agreement shall operate substantially and materially in accordance with the manufacturer's specifications and those set forth in this Agreement during the Term of this Agreement.

If, under normal and proper use, Centrex Service and features provided pursuant to this Agreement fail to perform substantially as specified above and Customer notifies Ameritech within the Term of this Agreement, Ameritech shall correct such service degradations or failures without charge to Customer in accordance with the provisions herein. Customer may report service and feature problems seven (7) days per week and twenty-four (24) hours per day.

Ameritech's repair obligation does not include damage, defects, malfunctions, service degradations or failures caused by Customer's or third party's abuse, intentional misuse, unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides Ameritech with access on Ameritech's side of the NETPOP so as to enable Ameritech to perform maintenance or repair work.

When service is interrupted and the interruption exceeds twelve (12) hours (as measured from the time the interruption is reported to or detected by Ameritech, whichever occurs first), a credit allowance shall be made for that line or trunk, as specified in Ill.C.C. No.

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20, Part 2, Section 2. No other liability shall attach to Ameritech as a result of such interruption to service.

If Ameritech responds on site to a request for maintenance service from Customer where no actual service problem exists or where the fault or defect is determined to be on Customer's side of the NETPOP and such fault or defect is not covered by any other express obligation of Ameritech, then applicable charges shall be assessed against Customer.

THE FOREGOING REPRESENTATION IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST AMERITECH FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NONPERFORMANCE OF THE CENTREX SERVICE AND FEATURES PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE THE OBLIGATIONS OF AMERITECH AS SET FORTH IN THIS AGREEMENT.

7. New Features or Enhancements

As new features or enhancements are made available to Ameritech from the switch manufacturer, Customer and Ameritech may meet to discuss their content and impending availability. New features or enhancements shall be made available to Customer subject to the following terms: (1) activation of such features and/or enhancements shall not be detrimental to the public network; (2) such new features are part of a software release which the manufacturer makes available to Ameritech for all of its central offices equipped to handle such changes; and (3) Customer agrees to pay the rates quoted by Ameritech for such feature or enhancement.

8. Termination For Convenience

In the event Customer terminates this Agreement for reasons not excused under the terms of this Agreement, then Customer shall be liable to Ameritech as liquidated damages, not as a penalty, for \$3,025.00 per month for each month remaining in the Term of this Agreement from the effective date of termination. Such sum is immediately due and payable.

9. Breach

Either party may terminate this Agreement immediately following written notice in the event the other party is in default as to any of its material obligations hereunder provided that (a) the defaulting party receives notice of termination containing a reasonably

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complete description of the default and (b) the defaulting party fails to cure such default within thirty (30) days of receiving such notice or ten (10) days of such notice if the default is nonpayment. Except as expressly provided in this Agreement, in the event of a breach of this Agreement by either Ameritech or Customer, the other party will be entitled to pursue any and all remedies available to it at law or in equity including court costs and reasonable attorneys' fees.

10. Applicable Tariff Regulations

The general regulations of Ameritech under Ill.C.C. No. 19 and No. 20 applicable to communications services apply to the services provided pursuant to this Agreement. The regulations of Ill.C.C. No. 19, Part 5, Sections 2 and 1 are applicable to the STF and Centrex provided pursuant to this Agreement, unless they are expressly inconsistent with the terms and conditions of this Agreement. In the event of an express inconsistency between the regulations in Ill.C.C. No. 19, Part 5, Sections 2 and 1 and the terms of this Agreement, the terms of this Agreement shall control.

Each reference to a tariff provision in this Agreement shall be deemed to mean or include any and all similar tariff provisions or other regulations changed or established from time to time in lieu of said tariff provision.

11. Filing of Contract

Subject to the provisions of Section 13-509 of the Illinois Public Utilities Act, this Agreement shall be filed with the Illinois Commerce Commission.

12. Excused Performance

Ameritech shall not be liable in any way for any delay or any failure of performance of the Centrex Service provided pursuant to this Agreement or for any delay, loss, damage or expenses due to any of the following:

- (a) Any causes beyond Ameritech's reasonable control including, but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, manufacturer's delay, strikes, embargoes, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of civil or military authorities, acts stemming from governmental bodies (including courts and regulatory bodies), acts of nature, acts of public enemies, acts or omissions of carriers, provided Ameritech has exercised reasonable measures, if feasible, to mitigate such delay or failure; or
- (b) Any wrongful or negligent act or omission of Customer or its employees, agents, subcontractors or affiliates; or

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- (c) Customer's failure to provide access to Customer's premises as reasonably requested by Ameritech.

13. Indemnification

Each party shall indemnify and hold harmless the other party and its employees, agents, subcontractors and affiliates against all injury, loss, damage or expense (including court costs and reasonable attorneys' fees) which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting in whole or substantial part from the performance of this Agreement by either party or its employees, agents, subcontractors or affiliates, to the extent such loss or damage is due to or arising in any manner from a willful or negligent act or omission of the indemnifying party or its employees, agents, subcontractors or affiliates.

Ameritech shall be indemnified and saved harmless (including court costs and reasonable attorneys' fees) by Customer against claims for libel, slander, or the infringement of copyright arising directly or indirectly from the material transmitted over the facilities furnished by Ameritech or the use thereof and against claims for infringement of United States patents arising from Customer's use of equipment not supplied or authorized by Ameritech in combination or connection with the facilities furnished by Ameritech.

14. Limitation of Damages

No liability shall in any case attach to Ameritech for any indirect, incidental, or consequential damages, including lost profits, sustained or incurred in connection with this Agreement and the performance or nonperformance of the Centrex Service and features provided pursuant to this Agreement regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether or not such damages, injuries, losses or expenses are foreseeable. It is understood and agreed that Ameritech is not an insurer and that the rates for service provided hereunder are based solely on their value and on the scope of the liabilities set forth in this Agreement and that said rates are unrelated to the potential for indirect, incidental, consequential or other damages. Ameritech and Customer agree that this allocation of risk and liability is fair and reasonable.

15. Insurance

Ameritech is self-insured for commercial general liability for exposures under ten million dollars and Worker's Compensation (including occupational disease) according to statutory limits. The parties understand and agree that this Section is a statement of fact and does not expand or contract the scope of Ameritech's liabilities or obligations to Customer or to third parties pursuant to this Agreement.

16. Assignment

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Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without the prior written consent of Ameritech which shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

17. Severability

If any provision of this Agreement shall be held invalid or unenforceable, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Choice of Law

The construction and interpretation of this Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the laws (except those provisions relating to conflict of laws) of the State of Illinois.

19. Waiver

Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a waiver of such term, condition, right or privilege in the future.

20. Publicity

Neither party shall advertise or market any information relating to the service provided under this Agreement, including mentioning or implying the name of Customer or Ameritech, or its affiliates, without the prior written consent of the other party.

21. Notices

Any notice which under the terms of this Agreement must or may be given or made by either party hereunder shall be in writing and shall be delivered personally or sent by express delivery service or by certified mail, return receipt requested, addressed to the respective parties as follows:

If intended for Ameritech:

Ameritech Business Communications Services
225 West Randolph HQ23
Chicago, IL 60606-1824

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Attn. Office of the President

If intended for Customer:

Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515
Attn. Martin Lyons, VP of Finance

or to such other address as either party shall designate by proper notice. Notices shall be deemed to have been received as of the earlier of the date of actual receipt or, in case of notices sent via US. mail, three (3) days after mailing. A signed receipt shall be obtained where a notice is delivered in person.

22. Joint Work Product

This Agreement is the joint work product of the parties, and in the event of any ambiguities, no inferences shall be drawn against either party.

23. Entire Agreement

The terms contained in this Agreement and the attachments and tariffs referred to herein, which are incorporated herein by this reference, constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior understandings and communications, oral or written. This is the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, proposals or understandings, whether written or oral. This Agreement may not be modified except by a writing signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly

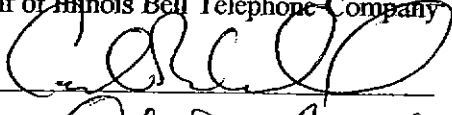
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authorized representatives as of the day and year set forth above.

AMERITECH BUSINESS COMMUNICATIONS
SERVICES, a division of SBC Global Services,
Inc. on behalf of Illinois Bell Telephone Company

Signature:



Printed Name:

Carl M. Howell

Title:

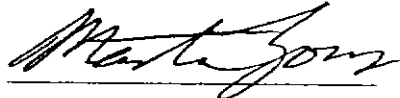
CEO

Date:

6-29-01

VILLAGE OF DOWNERS GROVE

Signature:



Printed Name:

Martin Lyons

Title:

Treasurer

Date:

6/12/01

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**ATTACHMENT 1
STANDARD CENTREX FEATURES**

AMERITECH CENTREX MATE

Allows a Centrex customer to make changes in the line and/or feature configuration of their Centrex System as an alternative to the standard telephone company service order process.

CALL DIVERTING

Outgoing calls may be screened so that completion of calls to preselected areas is denied. The following arrangements are standard: a) intercom only (fully restricted), b) intercom and local calls (semi-restricted), and c) intercom, local and toll calls (unrestricted).

CALL FORWARDING OF CALL WAITING CALLS

Allows station users that have Call Forwarding and Call Waiting assigned to their lines to forward Call Waiting calls that are not answered within a set period of time automatically to a predetermined destination.

CALL FORWARDING - BUSY

Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system.

CALL FORWARDING - DON'T ANSWER

Allows incoming calls to automatically route to a preselected Centrex station line, attendant or to a line outside the Centrex group when the called station is not answered after a preset number of rings.

CALL FORWARDING - VARIABLE

Permits a station user to activate routing of incoming calls, to a preselected station line, attendant, or to a line outside of the system.

CALL HOLD

Allows a station user to hold a call in progress by dialing an access code.

CALL PICKUP

Allows station user to answer calls directed to another station line within the same pickup group by dialing a special code.

CALL TRANSFER (INTRA-SYSTEM) - ALL

Incoming, outgoing, and intercom calls may be transferred to other Centrex station numbers.

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MESSAGE WAITING INDICATOR - AUDIBLE

This feature provides an audible tone signal, e.g. stutter dial tone, on a Centrex line to indicate a message waiting condition.

NIGHT ANSWER (ALL VERSIONS)

Allows an incoming night call to be indicated by the ringing of a customer provided night bell or a predesignated Ameritech Centrex line.

SPEED CALLING - SHORT

Allows a station user having access to place calls to a list of 6 or 10 numbers by dialing an access code.

TOUCH TONE

Provides for dialing a telephone number using Dual Tone Multi-Frequency (DTMF) signaling.

USAGE BILLING BY LINE NUMBER

Calls outside the Centrex system which incur message units or toll charges are billed by individual telephone number when the Company is the billing entity.

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ATTACHMENT 2

STANDARD ISDN CENTREX FEATURES

ISDN Centrex provides the capability for an ISDN set from a 5ESS Central Office to be utilized on the customer's Ameritech ISDN Centrex line over a 64 Kbps "B" channel. These are the standard ISDN Centrex features.

AMERITECH CENTREX MATE

Allows a Centrex customer to make changes in the line and/or feature configuration of their Centrex System as an alternative to the standard telephone company service order process.

AUTOMATIC DIAL

Provides for automatic dialing of a single telephone number via a specific button on the CPE telephone.

AUTOMATIC LINE PRESELECT

Automatically connects user to a line when the handset is lifted.

CALL DIVERTING

Outgoing calls may be screened so that completion of calls to preselected areas is denied. The following arrangements are standard: a) intercom only (fully restricted), b) intercom and local calls (semi-restricted), and c) intercom, local and toll calls (unrestricted).

CALL FORWARDING - BUSY

Allows incoming calls to a busy station to be routed to a preselected station line or attendant within the same system or outside the system.

CALL FORWARDING - DON'T ANSWER

Allows incoming calls to be automatically routed to a preselected station line or attendant on the same system, when the called station is not answered after a preset number of rings.

CALL FORWARDING - VARIABLE

Permits a station user to activate routing of incoming calls, to a preselected station line, attendant, or to a line outside of the system.

CALL FORWARDING PER KEY

Enables an ISDN user to direct each station line assigned this feature to Call Forward to a different number.

CALL HOLD

Allows a station user to hold a call in progress by dialing an access code.

CALL PICKUP

Allows station user to answer calls directed to another station line within the same pickup group by dialing a special code.

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DISTINCTIVE RINGING

Calls coming from within the Centrex system are distinguished from calls coming from outside the Centrex system by different ringing patterns.

END TO END SIGNALING

Allows a station user while in the talking state, to send Dual Tone Multi-Frequency (DTMF) digits to the other end by using a dial pad.

EQUAL ACCESS FOR INTER MSA CALLING

Allows each station line to use a predetermined Interexchange Carrier without dialing any special codes.

FEATURE BUTTONS

Allows a user to activate features or access trunk groups via buttons on a CPE telephone.

GROUP INTERCOM

Centrex users may be members of an intercom group of up to 99 members.

HUNTING ARRANGEMENTS

Incoming calls to a busy Centrex line are redirected to a predetermined number(s) to start to search for an idle line on which to complete the call.

INCREASE SHARED DIRECTORY NUMBER GROUP SIZE

Increases the number of customer-provided multi-button sets that can share call appearances of a directory number from eight to thirty-two. One of the multi-button sets may be an analog set. This arrangement is provided only in association with ISDN National lines. Additionally, the number of station users who can bridge onto a conference call is subject to the restriction that the number of conferees plus conference bridges cannot exceed six.

INTERCOM CALLING

Centrex users may dial each other's telephone number using 3, 4, or 5 digits without the aid of the system attendant.

LAST NUMBER REDIAL

Allows a CPE station button to be designated for initiating redial of the last number called.

LEAVE MESSAGE ACTIVATION

Capability for a station to activate, via a button, an audible or visual message indication at other stations.

LISTEN ON HOLD

Allows a user to place a called party on hold and listen through the speaker on a properly equipped set.

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SHARED DIRECTORY NUMBER (DN) BRIDGING WITH CONFERENCE CALLS

Allows station users with customer-provided multi-button sets with shared call appearances of a directory number to bridge onto a conference call established on a shared call appearance directory number.

SHORT HUNT

Permits incoming calls to hunt over a set of directory number appearances in search of an idle directory number on which to terminate.

SPEED CALLING - SHORT

Allows a station user having access to place calls to a list of 6 or 10 numbers by dialing an access code.

STOP HUNT - ACCESS CODE

This feature may be assigned to any hunt line, directory number, multi line hunt line or distributed hunt line. This feature is controlled by the customer dialing an access code. When the access code is not dialed (not activated) hunting occurs. The hunting feature is canceled when the access code is dialed (activated).

TERMINAL MANAGEMENT

Provides for the management of ISDN terminals by designating the capability of adjunct control, automatic hold/drop preference, and button management.

TIME AND DATE DISPLAY

Allows time and date to be displayed. Time and date are provided by the central office.

TOUCH TONE

Provides for dialing a telephone number using Dual Tone Multi-Frequency (DTMF) signaling.

USAGE BILLING BY LINE NUMBER

Calls outside the Centrex system which incur message units or toll charges are billed by individual telephone number when the Company is the billing entity. □

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**Attachment 3
Service Transport Facilities**

<u>Location</u>	<u>Cable Size</u>
801/825 Burlington	200 Pair Cable 10 Pair-at-a-Time
2560 Wisconsin	3 Pair-at-a-Time
5420 Main	4 Pair-at-a-Time
3900 Highland	12 Pair -at-a-Time
6700 Main	10 Pair -at-a-Time
842 Curtis	1 Pair -at-a-Time
5202 Washington	12 Pair -at-a-Time
51010 Walnut	18 Pair -at-a-Time
1015 Curtis	3 Pair -at-a-Time

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7/17/01

**Martin Lyons
Village of Downers Grove
801 Burlington Ave.
Downers Grove, IL 60515**

Ref: Contract # 20010627-0124

Dear Martin Lyons,

Thank you for selecting Ameritech for your Centrex Service Agreement. We are delighted that you have chosen to expand your company's benefits with this Ameritech service.

A copy of the signed term agreement is enclosed for your records.

As always, Ameritech values your business and looks forward to continuously providing you with innovative and quality telecommunications solutions backed by our service commitment. You can also expect to receive the world class network reliability and commitment to excellence you have grown to expect from Ameritech.

If you have questions, please contact your Ameritech Sales Person or the Ameritech Business Solutions at 1-800-480-8088.

Again, thank you for choosing Ameritech.

Encl. Term Agreement

Rate Authorization Letter

To: Cathy Clark
From: Lauren Bauer, Business Analysis Manager

Rate Authorization Letter

The Recurring and / or Non-Recurring Charges and the Terms and Conditions as outlined below satisfy the requirements of the State and or Federal Regulatory Commission(s) concerning, but not limited to Competition, Regulatory Cost Floor, Regulated and Unregulated Service Elements and Term Payment Plan Contract lengths. After the required capital authority and Management approval are obtained pricing may be offered to the customer.

Not Correct Rate Letter

Business Unit Finance Information:

Service Description: Ameritech Centrex System
 Customer Name: Village of Downers Grove
 RFD Number: 00-1L-28036 ATP / NAA Required No
 Pricing Completed: 11/16/00 New or Recast Recast
 Price Expiration Date: 2/14/01 Termination Liability (per tariff)
 Contract Length (Months): 60 (Percent of Contracted Rev)
 Business Unit: GBS
 Tariff or ICB Pricing: ICB

Service Recurring Rates and Non-Recurring Charges:

Option 1-Monthly Recurring Description	Tariff			Discount %		Contract Unit Rate		Contract Rate	
	Unit	Monthly	NRC	Monthly	NRC	Monthly	NRC	Tot Monthly	Total NRC
Quantity	Rate/ Unit	Each	Rate/ Unit	Each	Rate/ Unit	Each	Rate	Rate	Rate
Common Equipment Charge (1)	273	\$ 22.62	\$ -	30.0%	0.0%	\$ 15.83	\$ -	\$4,322.11	\$0.00
Non-contracted charges:									
Telephone Numbers-Block per group of 10	28	\$ 1.00	\$ -	0.0%	0.0%	\$ 1.00	\$ -	\$28.00	\$0.00
End User Complex Line Port	84	\$ 1.58	\$ -	0.0%	0.0%	\$ 1.58	\$ -	\$132.72	\$0.00
Deaf Relay	273	\$ 0.01	\$ -	0.0%	0.0%	\$ 0.01	\$ -	\$2.73	\$0.00
Stop Hunt Key	132	\$ 4.95	\$ -	0.0%	0.0%	\$ 4.95	\$ -	\$653.40	\$0.00
Caller ID-Network	17	\$ 8.00	\$ -	0.0%	0.0%	\$ 8.00	\$ -	\$136.00	\$0.00
Total								\$5,274.96	\$0.00

Option 2-Single Payment Option

Single Payment Option

\$244,851.90

\$316,500

General Terms & Conditions:

The pricing and financial analysis developed to support this request will expire on 2/14/01
 The appropriate approval level must be obtained prior to customer presentation of pricing
 Any deviations from quantities, design, pricing or T&Cs must be approved by Marketing and Product Management.
 The Product Management Business Analysis Manager supporting this ICB:
 Lauren Bauer
 440-838-6602 (Phone)
 440-838-2032 (Fax)

Service Provisioning Notes:

See attached spreadsheet for Service Transport Facilities Detail.

Contracts Terms and Conditions

(1) EUCL is included in common equipment rate. See attached sheet for a list of other items included in common equipment rate.
 Terms and conditions per existing agreement.
 Additional elements may be added at the following rates:

	NRC	Monthly	
Additional Centrex Voice Line	\$0.00	\$6.97	(This rate includes EUCL, but not STF.)
Additional Centrex ISDN National Line	\$15.00	\$8.97	(This rate includes EUCL, but not STF.)
Add'l Circuit Switched Voice Element	\$15.00	\$3.80	
Add'l Circuit Switched Data Element	\$15.00	\$8.50	
Packet Switched Data "D" Chan. Element	\$15.00	\$6.50	
Alternate Voice/Data Element	\$15.00	\$10.00	
Packet Switched Data "B" Chan. Element	\$100.00	\$82.00	
ISDN Attendant Position	\$1,500.00	\$150.00	
Add'l Secondary Directory Telephone Nu	\$0.00	\$0.25	
Six Port Conference Circuit	\$50.00	\$57.50	

Village of Downers Grove
(Common Equipment Description for Contract)

3TN: 630-434-5500
Serving C.O. : Downers Grove
Switch Type: Lucent (5ESS)
3LLI: DWGVILDGDS0

<u>Included Elements</u>	<u>Qty</u>
Service Transport Facilities	As Described in Attachment
Centrex Voice Line	189
Centrex ISDN Line	84
SDN Circuit Switched Voice Service Element	159
SDN Circuit Switched Data Service Element	9
Secondary Directory Telephone Number	8
VCMSI	1
Caller ID - Intercom	132