

## COUNCIL WORKSHOP ITEM

**ITEM:** Telephone System Replacement Project Update & Extension of SBC  
Telephone Service Contracts  
**DATE:** May 27, 2004  
**PREPARED BY:** Terri Tarka, Purchasing  
Liangfu Wu, Information Services  
**PURPOSE:** Village Council Approval of the Agreement Extension  
**BID AMOUNT:** **\$91,212.48** **ACCOUNT:** 001.243.0000.5391  
**BUDGET AMOUNT:** **\$100,000.00**

### DISCUSSION:

#### I. THE REPLACEMENT PROJECT

##### 1. Phase One: RFI Process

In the spring of 2003, staff began the process of evaluating the Village's telephone system to determine if it was financially and operationally advantageous to replace the current Centrex system leased from SBC since 1996. Assisted by the Village's Technology Commission, an interdepartmental team undertook this extensive process.

In April 2003, the Village issued an RFI (Request for Information) to all interested telecom vendors. The purpose of the RFI was to invite vendors to come in, conduct an analysis and advise the project team of the best choice for the Village in terms of the replacement. With a participation of ten (10) vendors, the RFI process provided important information in the following two areas. One is that the IP telephony is the dominating technology in today's telecom market. A review of the 10 responses reveals that a large majority of the vendors are proposing an IP based telephone system for the Village. One vendor suggested a system similar to the PBX. But, it is still an IP based system called "Digital PBX" by Inter-Tel (ATI; Advanced Telecommunication of Illinois). Some members of the Technology Commission were familiar with the telephony technology and its market. Their knowledge was an important factor in our selection process. Based on their analysis, the Technology Commission recommended that we focus on an IP based telephone system.

Another important piece of information obtained through the RFI process was an estimated cost figure. As part of the RFI responses, participating vendors provided cost information associated with their recommendations. Based on the estimated numbers, the project cost ranges from \$190K to \$300K. These cost estimates were very helpful in establishing general budgetary parameters for our project.

##### 2. Cost Analysis

With the cost estimates, the RFI process enabled the team to conduct a cost comparison between a new system and the current Centrex leased from SBC. Our current Centrex System is based on a 3-year lease with SBC. The monthly fee on the lease is \$4,185, which leads to a yearly total of \$50,220. In addition, the Village is paying \$14,380 annually for equipment maintenance.

In addition, there are some seemingly small expenses associated with our current lease such as adding a new phone or moving an existing phone to another location. A request in 2003 for a new phone installation generated a \$1,200 invoice.

It became evident that replacing the current system offered certain advantages in terms of cost effectiveness. Given the total yearly cost (\$54,144+\$14,380=\$68,524), the initial cost of the replacement would be paid off in several years.

### **3. The RFP Process**

In September 2003, the Village officially issued an RFP for the replacement project. Eight (8) vendors submitted their proposals, representing five different telephone systems including Cisco, Sprint, Inter-Tel, Avaya, and Nortel. Based on a combination of factors such as system design, technical support, cost, technology, and financial standing of the company, three finalists were asked to come to meet with the project team. During this phase of the project, the team retained a telecom consultant, Mr. Douglas Johnson, who has many years of experience in the telecom field and provided services to many municipalities in the Chicago area.

With the help from Mr. Johnson, the project team and members of the Technology Commission decided to further examine the Cisco IP phone system proposed by Sentinel Technology, a Downers Grove business and a reseller of the Cisco products. The team felt confident that Sentinel would be able to complete the project successfully. Focusing on Sentinel, the team conducted several site visits to its current clients. The feedback obtained from the site visits was positive. Most significantly, one of the Sentinel clients is the City of Elgin, Illinois. The City of Elgin has just installed the Cisco IP phone system, and its overall system configuration is almost identical to ours. Feedback, as discussed later, from City of Elgin was an important factor in our decision process.

From a budgetary standpoint, the Village currently has funding earmarked for the replacement, but it would require that the system be purchased by taking advantage of an interest free loan committed by Cisco.

Since the beginning of the project more than a year ago, members of the Technology Commission and staff from Police Department, Fire Department, Finance Department, Building Services, Manager's Office and Information Services have gone through a lengthy process to examine the operations in terms of the utilization of new telephony. As a result, the team obtained a detailed count of telephone sets required to support our operation with specified features for each of village employees. Such detailed work is the foundation of a successful project.

In addition, it is essential that we perform necessary analysis of our network's ability to support IP telephony prior to implementation. Because of the age of our building and changes in our office configuration throughout these years, the network cable installed in 1996 is an area where we need to focus more attention even without the current telephone replacement project. According to research conducted by Gartner Group, a leading IT consulting firm in this country, for all organizations that look at IP telephony, to re-cable the network is usually required. The following table is a summary of the study. As indicated in the table, all midsize organizations that look at IP telephony will experience changes in their existing computer network.

Age of Data Network	Percentage That Will Require Upgrades/Replacement	Percentage That Will Require Configuration Changes
>5 Years Old	80 to 100%	100%
4 to 5 Years Old	60 to 90%	100%
3 to 4 Years Old	50 to 80%	100%
2 to 3 Years Old	30 to 50%	100%
1 to 2 Years Old	10 to 15%	100%
0 to 1 Year Old	0 to 5%	100%

Sources: Eric Paulak, Gartner Group, Midsize Enterprises Summit, 2004

The analysis of our network capacity is a major part of the requirements in our RFP. Sentinel’s proposal includes such an analysis, and the actual work has been factored in their proposal.

The new Cisco IP phone system offers many new features not available on the traditional telephone system. According to Gartner Group, as information technology advances in many fields at a stunning pace, most midsize organizations will face a strong need for convergence in their various IT initiatives. The development of telephony based on Internet technology and the computer network is considered the most significant convergence today.

For the Village, the Cisco IP phone would be installed and managed as part of Village’s computer network, and each phone set will be, in fact, a computer. Such convergence will bring changes in the way we communicate. For example, being part of the computer network, the voice messages left in our phone system can be translated and saved as E-Mails. Another advantage is in maintenance. Since each telephone set is a computer, the physical location of the phone is no longer an issue. Whenever necessary, staff can take their phones to any location in the Village and use it. Expenses usually paid to SBC for installing new phones or moving phones will be eliminated. Based on the feedback obtained from site visits to existing Cisco IP phone customers, users appreciate those features offered by the new technologies. The project team believes that the new technology will enable us to improve our service significantly.

#### 4. Delay of the Project

The project team has taken a careful approach to the replacement project because of its impact on the operation of the Village. Nevertheless, as the new technology evolves at a fast pace, there are some areas where further development is necessary.

During the site visit to City of Elgin, the project team learned that the Cisco system had some technical issues concerning the gateway that connects the IP phone system utilized in the regular office environment, e.g., city hall, public works, etc. and the analog world where the city's dispatching center is operating. Sentinel and Cisco made many attempts to solve the problem, knowing that their success or failure would have a direct impact on our project. After a close review of the issue, the team decided to wait and see how the City of Elgin would resolve the issue. If our team had failed to identify this gateway issue and gone ahead with our replacement project, we would have had some technical difficulties with our 911 dispatching operation. The project team has maintained close contact with staff in Elgin regarding their project status. Two week ago, we received an Email from Mr. Jeff Massey, the IT manager at the City of Elgin. Mr. Massey indicated that the latest solution implemented by Sentinel and Cisco seems to be working.

The project team would like to see the system successfully implemented and fully functional at the City of Elgin before recommending the award of the project to Sentinel & Cisco. The project team plans to meet again in six months to evaluate the feasibility of proceeding with the Sentinel

proposal. Sentinel and Cisco, on the other hand, have agreed to hold the current cost proposal along with the interest free loan for a period of 12 months while the project is being suspended.

**II. RENEWAL OF THE CENTREX LEASE AGREEMENT WITH SBC**

The original timeframe of the replacement project was to have the new system operational by April/May 2004 when the current Centrex lease with SBC was about to expire. However, due to the delay discussed above, the Village will have to extend the current Centrex Service Lease Agreement with SBC. The following discussion focuses on the current telephone system usage and related costs.

The current telephone services provided by SBC can be put into three main items: 1) circuit lines including phone lines and T-1 lines not included in this project, 2) local and long distance services and 3) Centrex Service. The first two items are the external services the Village needs regardless of whether we replace the current system or not. The current agreement for Centrex Service was approved by the Village Council in June 2001 . Fully aware of our current replacement project, SBC agrees to renew them all together this time with their new cost proposals.

**Item One:** Circuit Lines with a total annual cost of **\$8,820.48** under a 3-year contract term. These lines are 4 digital lines (56K) that connect fire stations to VOC, and the connection between Du Page County and VOC. The following table is the cost configuration for these circuit lines. These lines must be maintained even if the IP Telephony project proceeds in the future.

**Circuit Lines Costs**

LINE TYPE	CURRENT ANNUAL COST	PROPOSED ANNUAL COST	ANNUAL SAVINGS
4 DSO Lines (Fire Stations to/from VOC	\$9,292.80	\$6,772.80	\$2,520.00
1 DSO Line (VOC to/from County)	\$2,726.52	\$2,047.68	\$678.84
<b>TOTAL:</b>	\$12,019.32	<b>\$8,820.48</b>	\$3,198.84

**Item Two:** Local and Long Distance Service with a total annual cost of **\$13,656** under a 3-year contract term. Our current long distance service provider is AT&T. SBC is proposing a lower rate. Bands A, B and C are local calling areas with different rates based on distance. The current costs were estimated by SBC based on our actual usage. The table below is a summary of the costs.

**Long Distance & Local Services Costs**

SERVICE TYPE	CURRENT ANNUAL COST	PROPOSED ANNUAL COST	ANNUAL SAVINGS
Long Distance	\$5,676.00 (AT&T)	\$1,044.00 (SBC)	\$4,632.00
Band A: 0-8 miles/\$0.012/m	\$7,320.00	\$5,172.00	\$2,148
Band B: 8-15 miles/\$0.021	\$2,244.00	\$1,884.00	\$360
Band C 15-< miles/\$0.028	\$5,952.00	\$5,556.00	\$396
<b>TOTAL:</b>	\$21,192.00	<b>\$13,656.00</b>	\$7,536

**Item Three:** Centrex Service. SBC is proposing two options: 1) 6-12 months term, or 2) 3-year term. Please note that associated with the lease extension is an additional SBC annual

maintenance contract with the amount of **\$14,380** billed by SBC on a quarterly basis. The following table is a summary of the Centrex Service lease extension.

**Centrex Services Agreement Extension**

CURRENT ANNUAL COST	CURRENT COST	EXTENSION COST	ANNUAL SAVINGS
36 months with SPO* (not recommended)	\$50,220.00	\$48,814.44	\$ 1,405.56
12 months without SPO (recommended)	\$50,220.00	<b>\$54,144.00</b>	<b>\$(3,924.00)</b>
CPE** Maintenance (required)		<b>\$14,592.00</b>	
* SPO: Single Payment Option			
**CPE: Customer Provided Equipment			
	<b>TOTAL:</b>	<b>\$68,736.00</b>	

The project team recommends that the Village extend the current SBC Centrex Service Agreement with the 12-month option plus the annual maintenance agreement for a total of **\$68,736**. A one-year extension of the current service agreement will allow the team to further review the replacement project while the telephone services remain uninterrupted. As shown in the table, the longer the term is, the lower the cost will be. However, a longer contract term will limit our options in the next three years. As discussed earlier, a new telephone system will help reduce the service cost and offer better options in the telephony field of the Village’s operation. Even if the Village were not considering a replacement of its telephone technology, a one-year agreement has certain advantages due to the rapid rate of change currently affecting the telecommunications industry.

**ANNUAL COST SUMMARY**

• Renew 5 DSO Lines for operational needs	\$8,820.48
• Switch long distance carrier to SBC and renewal of SBC local calling bands proposal (estimated):	\$13,656.00
• Extend SBC Centrex Service Lease Agreement (12 months) with a maintenance agreement	\$68,736.00
<b>Total annual cost for Village Telecommunications Services</b>	<b>\$91,212.48</b>

The Village will need to sign different contracts for these items (see below).

**ATTACHMENT:**  
SBC cost proposals

- RECOMMENDATION:**
1. Approval of the 12 month SBC Centrex Service Agreement extension (\$54,144.00)
  2. Approval of the annual Centrex Service Maintenance Agreement (\$14,592)
  3. Approval of switch of long distance carrier to SBC with a 3-year term (\$1,044; actual cost may vary)
  4. Approval of SBC local calling bands proposal with a 3-year term (\$12,612; actual cost may vary)
  5. Approval of DSO lines agreement with a 3-year term (\$8,820.48)

RESOLUTION NO.

**A RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 1  
TO THE AMERITECH CENTREX SERVICE AGREEMENT**

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

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JUN 25 2001

20010627-0(24)

Contract Information Management

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

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\* 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.

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\*\* 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

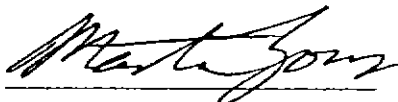
Signature: 

Printed Name: Carl M. McConnell

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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**CALL TRANSFER (INTER-SYSTEM) - DELUXE**

Incoming, outgoing and intercom calls may be transferred to other Centrex station numbers or other lines outside the Centrex group. (Customer is responsible for any local or toll charges on transferred calls).

**CALL WAITING/CANCEL CALL WAITING**

Provides station user with an audible tone to indicate that an incoming call is waiting.

**CONFERENCE CALLING 3 WAY**

Allows a station user to add a third party to an existing call.

**CONSULTATION HOLD**

Allows a station user to hold a call in progress (incoming or outgoing) and originate another call with privacy.

**DIRECT INWARD DIALING (DID)**

Calls from outside the Centrex group may be dialed directly to each Centrex number.

**DIRECT OUTWARD DIALING (DOD)**

Calls may be placed outside the Centrex group without the aid of a system attendant.

**DIRECTORY LISTINGS**

The Company will furnish without charge one main listing for each system in the local exchange directory.

**DISTINCTIVE RINGING AND CALL WAITING TONE**

Calls coming from within the Centrex system are distinguished from calls coming from outside the Centrex system by different ringing and call waiting 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.

**HUNTING ARRANGEMENTS**

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

**INTERCOM CALLING**

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

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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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**CALL TRANSFER (INTRA-SYSTEM) - ALL**

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

**CALL TRANSFER (INTER-SYSTEM) - DELUXE**

Incoming, outgoing and intercom calls may be transferred to other Centrex station numbers or other business lines. (Customer is responsible for any local or toll charges on transferred calls).

**CALLED NUMBER DISPLAY**

Capability to display called number with proper CPE.

**CALLER ID**

Incoming numbers from outside the Centrex system are displayed on compatible Customer Provided Equipment.

**CALLER ID - INTERCOM**

Capability to display calling number within the system with the proper CPE.

**CALLING REASON DISPLAY**

In addition to a display of both the caller's number and the number being called, this also indicates the reason a call has been forwarded.

**CONFERENCE CALLING 3 WAY**

Allows a user to conference incoming, outgoing, or internal calls.

**CONSULTATION HOLD**

Allows a station user to hold a call in progress (incoming or outgoing) and originate another call with privacy. The user can then consult, establish a three way call or transfer the call.

**DIRECT INWARD DIALING (DID)**

Calls from outside the Centrex system may be dialed directly to each Centrex number.

**DIRECT OUTWARD DIALING (DOD)**

Calls may be placed outside the Centrex system without the aid of a system attendant.

**DIRECTORY LISTINGS**

The Company will furnish without charge one main listing for each system in the local exchange directory.

**DISPLAY CAPABILITY**

For properly equipped CPE with display capabilities, this feature also displays user-entered or incoming call information during the use of other Centrex features.

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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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**MAKE SET BUSY**

Allows a CPE station button to be designated to busy out all lines terminating on the telephone set.

**MESSAGE RETRIEVAL DISPLAY**

Provides the capability of a station to directly retrieve messages from a message center via button activation and cancel the message waiting indication. Requires a message waiting key and three way calling with transfer for proper operation.

**MESSAGE WAITING ACTIVATION CONTROL**

Provides the capability for a predesignated station to activate audible or visual message waiting indications at other stations.

**MESSAGE WAITING INDICATION - VISUAL**

This feature provides the capability of a visual message waiting indication key, which indicates a message is waiting at the message center.

**MULTIPLE APPEARANCE DIRECTORY NUMBER (MADN) - SINGLE CALL ARRANGEMENT (SCA))**

Provides capability to terminate duplicate telephone numbers on Electronic Key Line type sets or single line sets.

**ON HOOK DIALING**

Allows the user to originate calls without lifting the handset.

**PICK UP HELD CONFERENCE CALL FROM SHARED DIRECTORY NUMBER CALL APPEARANCE**

Allows a station user, with a customer-provided multi-button set that shares a call appearance of a directory number with another station user, to establish a conference call, place it on hold, and have the other station user pick it up.

**REPEAT ALERT**

A station can be designated to receive additional alert tones when a call terminates on a Directory Number (DN), MADN, or Group Intercom Key and while the station is active on another call.

**RINGING OPTIONS FOR MADN**

Provides additional ringing options to a Multiple Appearance Directory Number (MADN) group.

**SECONDARY MADN CALL FORWARDING**

Allows secondary MADN members to activate or deactivate call forwarding from their sets.

**SET INSPECT**

A predesignated button displays features assigned to buttons on the phone or displays the calling or called number of either an active call or a call on hold.

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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-IL-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 Quantity	Monthly Rate/Unit	NRC Each	Monthly Rate/Unit	NRC Each	Monthly Rate/Unit	NRC Each	Tot Monthly Rate	Total NRC 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
<b>Total</b>								<b>\$5,274.96</b>	<b>\$0.00</b>

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)

BTN: 630-434-5500  
Serving C.O. : Downers Grove  
Switch Type: Lucent (5ESS)  
CLLI: DWGVILDGDS0

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

RESOLUTION NO.

**A RESOLUTION AUTHORIZING EXECUTION OF A LONG DISTANCE  
VOICE SERVICES ONLY AGREEMENT (HVCP II PLUS)**

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 Agreement (the "Agreement"), between the Village of Downers Grove (the "Customer") and SBC Global Services, Inc. ("SBC"), for long distance voice services, as set forth in the form of the agreement 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

**LONG DISTANCE VOICE SERVICES ONLY AGREEMENT HVCP II PLUS**

This Agreement between SBC Global Services, Inc., a Delaware corporation, with a place of business at One SBC Plaza, Dallas, Texas 75202, on behalf of Southwestern Bell Communications Services, Inc., a Delaware corporation d/b/a SBC Long Distance ("SBC"), and Village of Downers Grove ("Customer"), a IL government agency, with a place of business at the address below, is effective as of the date last signed below ("Effective Date") and shall continue until the expiration of the service term chosen hereunder.

**1. Additional Terms and Conditions.** This Agreement is subject to (1) the Voice Product Reference and Pricing Guidebook ("Guidebook") containing product descriptions, technical information, definitions, and SBC Long Distance Voice Terms and Conditions, and (2) applicable state tariffs ("Tariffs"). The Guidebook and Tariffs, as modified from time to time, are incorporated into this Agreement by reference. The Guidebook can be obtained at [www.sbc.com/ldguidebooks](http://www.sbc.com/ldguidebooks) or from an SBC salesperson. Unless defined herein, capitalized terms shall have the meanings defined in the Guidebook. In the case of an inconsistency or conflict between terms and conditions of an applicable Tariff or Guidebook, or this Agreement, the governing order of precedence will be (1) this Agreement, (2) the applicable Tariff or Guidebook. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions.

**2. High Volume Calling Services and Rates.** High Volume Calling enables Customer to place domestic and international Direct Distance Dialed ("DDD") calls. Toll Free Service ("TFS") is a reverse-billed service using a universally recognized numbering scheme. Customer agrees to pay a Minimum Annual Commitment ("MAC") specified below (excluding applicable taxes and surcharges) for Services from SBC during each year of this Agreement to begin on the date service is first established on the plan agreed to herein, and shall end after the number of years specified below. The monthly recurring charges (excluding applicable taxes and surcharges) for DVA, DOV, or PRI Services, if any, will contribute to the MAC. If Customer fails to satisfy the MAC, Customer will be billed and shall pay the shortfall as an under-utilization charge. The term commitment, MAC, and Interstate Switched ("Sw"), Dedicated ("Ded"), and Proprietary Calling Card ("PCC") Rates per minute for this Agreement are:

<input checked="" type="checkbox"/>	<b>Domestic Plan - High Volume Calling Plan II Plus ("HVCP II Plus"):</b> \$600 - \$9,000 MAC Customer is purchasing SBC Long Distance Services and agrees to maintain a minimum of 2 access lines from an SBC Affiliated Local Service Provider for the term of this Agreement.	
<input type="checkbox"/>	1 Year - Interstate Rates	Not Applicable
<input type="checkbox"/>	2 Year - Interstate Rates	Not Applicable
<input checked="" type="checkbox"/>	3 Year - Interstate Rates	\$600 MAC - Sw \$.0330 / Ded \$.0270 / PCC \$.0430
<input type="checkbox"/>	<b>Domestic Plan - High Volume Calling Plan II Plus ("HVCP II Plus"):</b> \$12,000 - \$90,000 MAC Customer is purchasing SBC Long Distance Services and agrees to maintain a minimum of 4 access lines from an SBC Affiliated Local Service Provider for the term of this Agreement.	
<input type="checkbox"/>	1 Year - Interstate Rates	Not Applicable
<input type="checkbox"/>	2 Year - Interstate Rates	Not Applicable
<input type="checkbox"/>	3 Year - Interstate Rates	Not Applicable
<input type="checkbox"/>	<b>Domestic Plan - High Volume Calling Plan II Plus ("HVCP II Plus"):</b> \$120,000 - \$240,000 MAC Customer is purchasing SBC Long Distance Services and agrees to maintain a minimum of 6 access lines from an SBC Affiliated Local Service Provider for the term of this Agreement.	
<input type="checkbox"/>	1 Year - Interstate Rates	Not Applicable
<input type="checkbox"/>	2 Year - Interstate Rates	Not Applicable
<input type="checkbox"/>	3 Year - Interstate Rates	Not Applicable
<input type="checkbox"/>	<b>International Plan - High Volume Calling Plan II Plus ("HVCP II Plus"):</b> All MACs and Terms. The Outbound 1+ and Proprietary Calling Card International rates for calls originating in the US and its territories and terminating in the countries are listed in the Guidebook. If no International Plan is selected, Option A applies.	
<input type="checkbox"/>	Option A - Description above	
<input type="checkbox"/>	Option C - Description above with the addition that a \$9.95 One Time Charge applies.	

Customer acknowledges and agrees that if it fails to meet any of the above SBC Affiliate Local Service Provider requirements to qualify for Customer's selected High Volume Calling Plan II Plus during the term hereof, Customer will be moved to a High Volume Calling Plan II with the same MAC and term commitments at the then-current usage rates in Section 4.7.2 of the Guidebook..

**CONFIDENTIAL INFORMATION**

*This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.*

a) **Fixed Domestic Voice Service Rates and Charges:** The rates for the following domestic switched and dedicated DDD & TFS voice services are fixed for the term of this Agreement: all interstate, intrastate, and Proprietary Calling Card ("Fixed-Rate Service(s)"). The rates for the Fixed-Rate Services shall be the rates set forth herein. For Fixed-Rate Service rates which do not appear herein, they shall be priced at the rates set forth in the HVCP II Plus (for the term commitment and MAC selected above) section of the Guidebook and Tariffs on the date service is first established. Except for applicable Guidebook Promotions or VIP discounts, Fixed-Rate Service rates are provided in lieu of any other Guidebook or Tariff discounts.

b) **Additional Services, Rates and Charges:** The rates and charges for the following are not fixed for the term of this Agreement: International, International Mobile Termination Charges, Operator Toll Assistance Services, Directory Assistance Services, and any applicable payphone origination and other third-party pass through charges, regulatory fees, surcharges, and TFS charges. All such rates and charges are as set forth in the then-current Guidebook or Tariffs, and are subject to change at any time. The applicable international rates shall be those set forth in the Guidebook under the chosen Option that is associated with the calling plan selected above.

c) **Billing Increments; Rounding:** Domestic and international usage rates are listed in U.S. dollars per minute of use ("MOU"). Domestic billing increments are 18 seconds for the initial period and 1 second for subsequent periods. International billing increments are 30 seconds for the initial period and 6 seconds for subsequent periods. Call durations shall be rounded up to the next applicable billing increment. Each rated call that contains a fraction of a cent shall be rounded either up or down to the nearest cent, as set forth in the Guidebook.

3. **Termination Charges.** Customer may terminate this Agreement or disconnect, in whole or in part, any Service hereunder at any time and without cause upon written notice to SBC. If this occurs during the applicable term commitment, SBC will compute the termination charges according to the following formula and render a bill to Customer, which Customer agrees to pay within 30 days:

- 50% of the remaining MAC for High Volume Calling Services MAC for each year remaining in the High Volume Calling term.
- Termination charges assessed by the Local Access Provider, if Customer cancels, in whole or in part, any Local Access Service procured by SBC on its behalf.

4. **Credit and Deposits.** SBC reserves the right to require Customer to establish, re-establish, and/or maintain creditworthiness at any time and to the satisfaction of SBC. SBC reserves the right to examine the credit record and check the references of Customer at any time. If Customer's financial condition is unknown or unacceptable, SBC reserves the right to require a security deposit, which SBC may apply to overdue charges. SBC shall determine the amount of any deposit, in its sole discretion, up to three months' estimated usage. SBC shall pay interest on deposits as required under applicable law. SBC may review Customer's account to determine whether all amounts due have been paid within these terms and conditions. If Customer's payment history is satisfactory, SBC shall refund the deposit in full within the time prescribed under applicable law.

5. **Automatic Dialer Devices.** CUSTOMER ACKNOWLEDGES AND AGREES THAT USE OF AUTODIALERS, PREDICTIVE DIALERS OR OTHER DEVICES THAT GENERATE AUTOMATED OUTBOUND CALLS IN CONJUNCTION WITH PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT IS STRICTLY PROHIBITED. SBC MAY TERMINATE THIS AGREEMENT IMMEDIATELY SHOULD CUSTOMER USE SUCH DEVICES.

6. **No Resale.** Services provided hereunder shall not be resold or provided to third parties.

7. **Offer Availability.** This offer is valid only if this Agreement is executed by Customer prior to July 31<sup>st</sup>, 2004. If this Agreement is not executed before that date this is withdrawn.

**CONFIDENTIAL INFORMATION**

*This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.*

**LONG DISTANCE VOICE SERVICES ONLY AGREEMENT HVCP II PLUS**

	<b><i>New or upgrade to an existing SBC Long Distance Agreement</i></b>
<input checked="" type="checkbox"/>	This is a new SBC Long Distance Agreement
<input type="checkbox"/>	This is an upgrade to an existing SBC Long Distance Agreement and the guidelines from Section 3.9.7 Revenue and Term plan Commitments, of the Voice Product Reference and Pricing Guidebook will apply to the old agreement.

**SO AGREED** by the parties' respective authorized signatories:

<b>Village of Downers Grove</b>	<b>SBC GLOBAL SERVICES, INC. ON BEHALF OF ITS AFFILIATE</b>
<b>801 Burlington</b>	<b>Enter SBC Sales Team Address Here</b>
<b>Downers Grove, IL 60515</b>	<b>Enter SBC Sales City, State &amp; ZIP Here</b>
<i>Customer Signature</i>	<i>SBC Signature</i>
Print Name:	Print Name:
Title:	Title:
Date:	Date:

**CONFIDENTIAL INFORMATION**

*This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.*

Domestic Voice Services Attachment HVCPII PLUS

The following rates shall apply for intrastate interlata and intralata DDD and TFS calls:

<b>Term</b>	<b>California</b>
1 Year	Not Applicable
2 Year	Not Applicable
3 Year	Not Applicable

<b>Term</b>	<b>Texas, Oklahoma and Kansas</b>
1 Year	Not Applicable
2 Year	Not Applicable
3 Year	Not Applicable

<b>Term</b>	<b>Arkansas</b>
1 Year	Not Applicable
2 Year	Not Applicable
3 Year	Not Applicable

<b>Term</b>	<b>Missouri</b>
1 Year	Not Applicable
2 Year	Not Applicable
3 Year	Not Applicable

<b>Term</b>	<b>Nevada</b>
1 Year	Not Applicable
2 Year	Not Applicable
3 Year	Not Applicable

<b>Term</b>	<b>Michigan, Illinois, Wisconsin, Indiana &amp; Ohio</b>
1 Year	Not Applicable
2 Year	Not Applicable
3 Year	\$600 MAC - Sw \$0.033 / Ded \$0.027

The MAC and term commitment selected above must match those selected in Section 2. Otherwise, the rates selected above shall be void and the applicable rates shall be those listed in the applicable state tariffs.

**CONFIDENTIAL INFORMATION**

*This Agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their companies.*



LETTER OF AGENCY - CHANGE OF PROVIDER FORM  
AUTHORIZATION TO ALLOW CHANGES  
TO YOUR TELEPHONE SERVICE PROVIDER (S)

Customer Name: Village of Downers Grove Billing Telephone No(s): See Attached  
Billing Address: 801 N. Burlington  
Downers Grove, IL 60515

By initialing and signing below, I authorize the indicated change(s) in my telephone service provider(s).

I understand that I can only pre-subscribe to one local dial tone service provider, one local toll provider and one long distance provider for each working telephone number that is billed to me. If I later wish to return to my current service provider, I may be required to pay a reconnection charge to that company. I also understand that my new service provider may have different rates and charges than my current service provider, and that by signing below I indicate that I understand those differences (if any).

1. \_\_\_\_\_ By initialing here and signing below, I authorize **SBC Midwest Operating Companies**<sup>1</sup> to become my new telephone service provider in place of my current provider, for **local telephone service**. I authorize **SBC Midwest Operating Companies** to act as my agent to make this change happen, and direct **SBC Midwest Operating Companies** to work with the new provider to make the change. I intend to extend this authority to all of my telephone service, whether the numbers assigned to those services are listed on this document or not. I understand that I may be required to pay a one-time charge per line to switch providers.<sup>2</sup>
2.   *J*   By initialing here and signing below, I authorize **SBC Long Distance** to become my new telephone service provider in place of my current provider, for **long distance service**. I authorize **SBC Midwest Operating Companies** and/or **SBC Long Distance** to act as my agent to make this change happen, and direct **SBC Midwest Operating Companies** and/or **SBC Long Distance** to work with the new provider to make the change. I understand that I may be required to pay a one-time charge per line to switch providers.
3. \_\_\_\_\_ By initialing here and signing below, I authorize **SBC Long Distance** to become my new telephone service provider in place of my current provider, for **local toll service**. I authorize **SBC Midwest Operating Companies** and/or **SBC Long Distance** to act as my agent to make this change happen, and direct **SBC Midwest Operating Companies** and/or **SBC Long Distance** to work with the new provider to make the change. I understand that I may be required to pay a one-time charge per line to switch providers.
4. \_\_\_\_\_ By initialing here and signing below, I authorize **SBC Midwest Operating Companies** to become my new telephone service provider in place of my current provider, for **local toll service**. I authorize **SBC Midwest Operating Companies** to act as my agent to make this change happen, and direct **SBC Midwest Operating Companies** to work with the new provider to make the change. I understand that I may be required to pay a one-time per line to switch providers.



Attempt to separately list each telephone number that is to be changed. If more space is needed, please attach a separate list, each page to be initialed by the person signing below. However, by signing this authorization I authorize the above initialed changes to be made to the listed billing number(s), and any additional telephone numbers associated with the listed billing number(s) regardless of whether the numbers are listed in this authorization.

See Attached

<sup>1</sup> Local exchange service provided by SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, or SBC Wisconsin based upon the service address location

I certify that I have read and understand the above Letter of Agency. After receipt of pricing and installation information from **SBC Midwest Operating Companies and/or SBC Long Distance**, I may decide to terminate this authorization. I further certify that I am at least eighteen years of age, and that I am authorized to change companies for services to the telephone numbers listed above.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Name (PRINT): \_\_\_\_\_

Title (PRINT): \_\_\_\_\_

Company Name (For businesses only): \_\_\_\_\_

Telephone number of individual authorized to make this change(s) \_\_\_\_\_

LETTER OF AGENCY - AUTHORIZATION TO ACCESS CURRENT  
TELEPHONE PROVIDER RECORDS

Customer Name: Village of Downers Grove Billing Telephone No(s): See Attached  
Billing Address: 801 N. Burlington  
Downers Grove, IL 60515

I have entered into an agreement with **SBC Midwest Operating Companies and/or SBC Long Distance**<sup>1</sup> to become my new telephone service provider. After receipt of pricing and installation information from **SBC Midwest Operating Companies and/or SBC Long Distance**, I may decide to terminate this agreement. I give **SBC Midwest Operating Companies and/or SBC Long Distance** authorization to take whatever steps are necessary to immediately access all Records (including those of my current provider, AT&T) that are in **SBC Midwest Operating Companies and/or SBC Long Distance's** possession or that are provided by any telephone service provider pertaining to my existing telephone service. I intend to extend this authority to all telephone service I currently receive, whether associated with the telephone numbers listed herein or not. I understand these records will be used for the purpose of discussing conversion to **SBC Midwest Operating Companies and/or SBC Long Distance** service, preparing necessary orders and providing service.

Attempt to separately list each telephone number that is to be changed. If more space is needed, please attach a separate list, each page to be initialed by the person signing below. However, it is my intent that this authorization applies to the listed billing telephone number(s), and any additional telephone numbers associated with the listed billing number(s) regardless of whether the numbers are separately listed in this authorization.

See Attached

I certify that I have read and understand the above Letter of Agency. I further certify that I am at least eighteen years of age, and that I am authorized to change companies for services to the telephone numbers listed above.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Name (PRINT): \_\_\_\_\_  
Title (PRINT): \_\_\_\_\_  
Company Name (For businesses only): \_\_\_\_\_  
Telephone number of individual authorized to make this change(s) \_\_\_\_\_

<sup>1</sup> Local exchange service provided by SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio, or SBC Wisconsin based upon



**Customer Slamming Protection REMOVAL Form  
Letter of Authorization ("LOA")  
For SBC Business Customers**

Billing Name &amp; Address:

Village of Downers Grove 801 Burlington  
D.G. IL 60515

Billing Telephone No:

680-434-5500

Dear Valued SBC Customer:

SBC acknowledges your request to remove Slamming Protection from all or part of your telephone account. In order to comply with your request, please complete the information requested below and return the form.

Please call us at the number listed on the front of your telephone bill, or contact your Account Team, if you have any questions.

For verification purposes, please list the following:

- If a corporation and you have authority to make changes to your account, please list your corporate taxpayer identification number or corporation identification number: \_\_\_\_\_

OR

- If a partnership or sole proprietor and you have authority to make changes to your account, please list your social security number or birth date: \_\_\_\_\_

**THIS IS TO AUTHORIZE SBC TO REMOVE SLAMMING PROTECTION FOR THE SERVICE(S) CHECKED BELOW:**

Check here to remove Slamming Protection for Local Toll.

**Please be advised that removal of the applicable Slamming Protection will be made on an account level basis. This means that the removal will apply to all of the working telephone numbers that fall under your billing telephone number on your account.**

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Date

Check here to remove Slamming Protection for Long Distance.

**Please be advised that removal of the applicable Slamming Protection will be made on an account level basis. This means that the removal will apply to all of the working telephone numbers that fall under your billing telephone number on your entire account.**

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Date

Customer Name (PRINT):

---

Company Name:

---

**Please note that in order to process your request, we must receive separate signatures from the authorized billing party for each service selected. Please complete additional Location Attachment Removal forms should you require Slamming Protection removal on different billing telephone numbers.**

Prepared By:

---

(SBC Representative)

Please fax completed form to:

---

(Insert appropriate fax TN here)

Or

Mail completed form to:

---

(Insert appropriate address here)



LETTER OF AGENCY AND AUTHORIZATION; Slamming Protection

Village of Downers Grove  
 (Customer Name Printed or Typewritten above this line)

**Slamming** is the illegal switching of your local, local toll and/or long distance service to another telecommunications company without your consent. You might not be aware that it has happened unless you notice charges from the unauthorized company on your telephone bill.

**SBC Slamming Protection** is a no-charge solution to help you prevent unauthorized changes to your account. \* With SBC Slamming Protection in place, SBC will not process requests to change the protected services (local toll, long distance, or both), and you will be unable to change your carrier selection(s), unless you notify us directly to request removal of your SBC Slamming Protection. This step is in addition to any applicable carrier change verification rules.

Simply fill out this form and follow the return instructions provided to you by your SBC representative. Slamming Protection will be applied to all the Billing Telephone numbers or accounts listed on the attached page(s). All lines billed to the listed Billing Telephone numbers or accounts will be covered.  
 \*SBC Slamming Protection may not prevent slamming by telephone companies that are resellers of telephone service.

To sign up for SBC Slamming Protection, please select from the options below:

**IMPORTANT:** If you want to protect both your local toll and long distance services, you must check both boxes below.

- YES! I want Local Toll Slamming Protection. Local Toll protection covers calls made to destinations outside of your local calling area but not far enough away to be considered long-distance.
- YES! I want Long Distance Slamming Protection. Long-Distance protection covers calls made to destinations outside of your local and local toll calling areas.

<b>CUSTOMER</b>		
_____ Authorized Customer Signature	_____ Date	_____ Telephone Number
_____ Print Name	_____ Title	

<i><b>This Section for Internal Use Only</b></i>		
Special Instructions:		
Sales/CA/Rep: _____	Phone #: _____	Fax #: _____
Sales code: _____		

Mail LOA and Location Attachment(s) to:  
 Contract Information Management Group  
 Local Services provided by SBC Illinois, SBC Indiana, SBC Michigan, SBC Ohio or SBC Wisconsin based upon service address location





**Form SP-03-04-03**

Mail LOA and Location Attachment(s) to:  
Contract Information Management Group  
225 W. Randolph, Floor 9C, Chicago, IL 60606  
NOTE: Stand alone Slamming Protection LOA's with  
no other usage contracts need faxed to  
Attn: Maryann Imburgia Detroit CSS at 313 234-7760

Page \_\_\_ of \_\_\_

main BTN list

Long Distance - BTN/WTN Attachment

Vlg DG

6302413945	6304345504	6304345613	6304345691
6304340264	6304345505	6304345627	6304345692
6304340948	6304345506	6304345628	6304345693
6304341959	6304345511	6304345629	6304345694
6304345178	6304345512	6304345631	6304345695
6302417231	6304345513	6304345632	6304345696
6304345460	6304345521	6304345633	6304345698
6304345466	6304345522	6304345637	6304345699
6304345467	6304345545	6304345638	6304345702
6304345468	6304345547	6304345639	6304345703
6304345469	6304345548	6304345640	6304345704
6304345470	6304345554	6304345642	6304345705
6304345471	6304345560	6304345643	6304345706
6304345473	6304345561	6304345644	6304345707
6304345475	6304345565	6304345646	6304345708
6304345476	6304345566	6304345647	6304345709
6304345477	6304345568	6304345648	6304345900
6304345478	6304345569	6304345649	6304345901
6304345479	6304345570	6304345651	6304345902
6304345480	6304345571	6304345656	6304345903
6304345484	6304345572	6304345659	6304345904
6304345485	6304345573	6304345660	6304345905
6304345487	6304345575	6304345661	6304345906
6304345488	6304345586	6304345668	6304345907
6304345489	6304345587	6304345671	6304345908
6304345491	6304345588	6304345672	6304345909
6304345492	6304345591	6304345673	6304345910
6304345493	6304345592	6304345675	6304345911
6304345495	6304345593	6304345676	6304345912
6304345497	6304345594	6304345677	6304345914
6304345498	6304345599	6304345678	6304345923
6304345499	6304345601	6304345679	6304345924
6304345501	6304345602	6304345680	6304345925
6304345502	6304345609	6304345690	6309644623
6304345926	6304345935	6304345976	6309646989
6304345927	6304345937	6304345977	6309649030
6304345928	6304349098	6304345978	6309649038
6304345940	6304359851	6304345981	6309649083
6304345941	6304930213	6304345982	6309649204

**RESOLUTION NO.**

**A RESOLUTION AUTHORIZING EXECUTION OF A MASTER DISCOUNT AGREEMENT  
FOR LOCAL TELEPHONE 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 Agreement (the "Agreement"), between the Village of Downers Grove (the "Customer") and SBC Global Services, Inc. ("SBC"), for local telephone services, as set forth in the form of the agreement 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

**MASTER DISCOUNT AGREEMENT  
BETWEEN  
SBC GLOBAL SERVICES, INC.  
AND  
VILLAGE OF DOWNERS GROVE**

This Master Discount Agreement ("Agreement") is entered into as of the date of the last signature hereto, (the "Effective Date") between SBC Global Services, Inc. on behalf of Illinois Bell Telephone Company d/b/a SBC Illinois with a place of business located at 225 W. Randolph, Chicago, Illinois ("SBC ") and Village of Downers Grove with its principal business location at 801 Burlington, Downers Grove, Illinois 60515 ("Customer").

**SCOPE OF AGREEMENT**

SBC values Customer's business and Customer desires to obtain discounts on certain SBC services. This Agreement sets forth the parties' agreement regarding a discount plan under which Customer is eligible to receive discounts on certain SBC services provided that during the term of this Agreement Customer subscribes on an annual basis to a minimum amount of specific SBC services. This volume discount plan consists of three (3) components: 1) Customer's annual subscription/purchase commitment level; 2) SBC services which are eligible to receive discounts; and, 3) SBC Services which serve to contribute to Customer's satisfaction of its annual commitment. The SBC services which are eligible to receive discounts are set forth under Attachment(s) to this Agreement, with each Attachment representing the Customer's commitment to purchase the services and products covered by that Attachment. Each Attachment must be separately executed by each party, and becomes a part of this Agreement upon execution. **No services or products are subscribed to or provisioned under this Agreement.** Customer and SBC agree that the terms and conditions of the tariff(s) or contract(s) under which a specific service or product is provided (including, but not limited to, all warranty and limitation of liability terms) is in addition to and not in lieu of or superceded by this Agreement.

**1. TERM AND TERMINATION.**

- A. The term of this Agreement commences no later than sixty (60) calendar days after the date of the last executing signature ("Commencement Date") and shall remain in full force and effect for as long as there is an Attachment remaining in effect under this Agreement. Each Attachment will become effective and will conclude according to its own term.
- B. SBC may terminate any or all Attachments on this Agreement for cause thirty (30) days after written notice to Customer if Customer fails to perform a material term or condition provided that within those thirty (30) days Customer did not remedy the non-performance.
- C. Customer may terminate Attachments without liability if SBC fails to perform any material term or condition of this Agreement and such failure is not remedied within thirty (30) days of SBC's receipt of Customer's notice of non-performance.
- D. Any termination conditions which apply to a specific Attachment are set forth under that Attachment and are in addition to the termination rights and conditions of this Section.

**2. CONTRIBUTORY AND ELIGIBLE SERVICES**

- A. The discounts under this Agreement are based upon Customer's purchase of SBC Contributory and Eligible Services, those terms being defined in each Attachment. For purposes of this Agreement "purchase" shall mean subscription through tariff or contract of any SBC service or the purchase of an SBC product through contract. The terms and rates for each SBC service or product are governed by the tariff or contract between SBC and Customer for that service or product.
- B. SBC reserves the right to add Services to this Agreement which will contribute to Customer's satisfaction of its annual purchase commitment and/or be eligible to receive discounts.

**3. ASSIGNMENT**

Customer shall not assign or otherwise transfer any rights or obligations under this Agreement without prior written consent of SBC, which consent shall not be unreasonably withheld or delayed. Any such assignment shall be in whole and not in part, and any such assignment without prior written consent of SBC shall be void.

**4. NO DISCLOSURE**

Except to the extent required by law or government regulation, Customer shall not make any public announcement of or otherwise disclose to any third party the existence of this Agreement or any of its terms without SBC's prior written consent. Notwithstanding the above, Customer authorizes SBC to share, as it is reasonably necessary to accomplish the purposes of this Agreement, Customer's proprietary network information held by SBC which is specific to Customer.

**5. APPLICABLE TARIFF REGULATIONS**

Approval of this Agreement by any applicable regulatory agency, if any approval is determined by SBC to be necessary, will be obtained by SBC. If approval is required and not obtained, then this Agreement will immediately terminate and Customer shall receive a refund of any non-recurring charges paid.

In certain cases, SBC is regulated by rules, regulations and orders of state Public Utility Commissions (PUCs), the FCC and courts with proper jurisdiction. In the event that this Agreement, or any part thereof, is subsequently deemed by a court or agency with proper jurisdiction to be in conflict with any law, rule, regulation or order, or SBC in good faith believes this Agreement or any part thereof to be in conflict with any law, rule, regulation or order, SBC may terminate or modify this Agreement or any affected Attachments without liability. Each reference to a tariff provision in this Agreement shall be deemed to mean or to include any and all similar tariff provisions or other regulations which are changed or established from time-to-time during the term of this Agreement in lieu of said tariff provision.

**6. 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.

**7. PUBLICITY**

Each party shall submit to the other party all advertising, sales promotion, marketing communications or any other publicity relating to the subject matter of this Agreement wherein the other party's name is mentioned or language, signs, markings or symbols are used from which the connection of either party's name may, in the other party's judgment, be reasonably inferred or implied. Neither party shall publish or use such advertising, sales promotion or publicity matter without obtaining prior written approval from the other party.

**8. NON-WAIVER**

Course of dealing or failure of either party to strictly enforce any term, right or condition of this Agreement shall not be construed as a general waiver or relinquishment of such term, right or condition. A waiver by either party of any default shall not be deemed a waiver of any other default, or act as a waiver of this Agreement, or any part thereof, or any right of the party thereafter to enforce it.

**9. HEADINGS**

Headings contained in this Agreement or the Attachments are for reference purposes only and shall not affect the meaning or interpretation of this Agreement or any Attachment.

**10. NOTICES**

All notices or other communications hereunder shall be deemed to have been fully given when made in writing and delivered in person or by confirmed facsimile or by overnight courier, addressed as follows:

To Customer: Village of Downers Grove  
801 Burlington  
Downers Grove, IL 60515  
Attn. \_\_\_\_\_

Fax #: \_\_\_\_\_

To SBC: SBC Global Services, Inc.  
225 W. Randolph, 9C  
Chicago, IL 60606  
Attn. Director Contract Management

Fax #: 312/795-5494

The address to which notices may be given by either party may be changed by written notice given by such party to the other pursuant to this paragraph.

**11. ENTIRE AGREEMENT**

The terms and conditions contained in this Agreement, the Attachments, incorporated by reference herein, and all applicable tariffs constitutes the full and complete Agreement between the parties regarding the subject matter of this Agreement. In the event of a conflict between the terms and

conditions of this Master Discount Agreement and the Attachment, the terms of the Attachment shall control.

Except for properly filed tariffs, neither party shall be bound by any pre-printed or electronic terms additional to or different from those in this Agreement that may appear subsequently in the other party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may only be modified by a writing signed by both parties, however, modification to an Attachment may be modified according to terms of that Attachment.

IN WITNESS WHEREOF, the parties' authorized representatives have executed this Agreement as of the dates set forth below.

Village of Downers Grove

SBC Global Services, Inc.  
on behalf of SBC Illinois

By \_\_\_\_\_

By \_\_\_\_\_

Printed  
Name \_\_\_\_\_

Printed  
Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**NETWORK SERVICES ATTACHMENT  
BETWEEN  
SBC GLOBAL SERVICES, INC.  
AND  
VILLAGE OF DOWNERS GROVE**

This Attachment is for telecommunications services which are defined by SBC as "Contributory Services" and is incorporated as a part of the Master Discount Agreement ("Agreement") dated \_\_\_\_\_ between SBC Global Services, Inc. on behalf of Illinois Bell Telephone Company d/b/a SBC Illinois ("SBC ") and Village of Downers Grove ("Customer").

**1. TERM**

The term of this Attachment shall commence on the Commencement Date of the Master Discount Agreement and continue for thirty-six (36) months. No discounts shall be applied prior to the Commencement Date.

**2. DEFINITIONS**

The following terms shall have the definitions set forth below for purposes of this Attachment. Any terms previously defined in the Agreement shall have the same meaning in this Attachment.

- A. "**Affiliate**" means an entity owning, owned by or under common control with a party, in each case to an ownership extent of fifty percent (50%) or more.
- B. "**Annual Commitment**" means the dollar amount of Contributory Services (as hereinafter defined) that Customer commits to purchase from SBC on an annual basis. The Annual Commitment shall be calculated after the application of any Contracted Rates (as hereinafter defined), but before the application of any Service Level Discounts or Total Volume Discounts (as hereinafter defined).
- C. "**Annual Local Usage Commitment**" means the dollar amount of local usage that Customer commits to purchase from SBC on an annual basis. The Annual Local Usage Commitment shall be calculated after the application of any Contracted Rates, but before the application of any Service Level Discounts or Total Volume Discounts.
- D. "**Annual Toll Usage Commitment**" means the dollar amount of toll usage that Customer commits to purchase from SBC on an annual basis. The Annual Toll Usage Commitment shall be calculated after the application of any Contracted Rates, but before the application of any Service Level Discounts or Total Volume Discounts.
- E. "**Billed Rate**" means the monthly per minute or per unit invoiced rate for an SBC Service negotiated by Customer and SBC or for which Customer otherwise qualifies as denoted in the then current tariff or contract applicable to Customer's purchase of such SBC Service, and before the application of any Service Level Discounts and/or Total Volume Discounts under this Attachment.

- F. **"Contracted Rate"** means the SBC Service-specific rate that appears next to an SBC Service listed on a state-specific Schedule attached to this Attachment, and is the monthly per minute or per unit rate under this Attachment for that specific SBC Service before application of any Total Volume Discount hereunder.
- G. **"Contributory Services"** means all SBC Services that are network services, as defined by SBC, and are provided by SBC's local telephone company affiliates, and:
- are services that are only offered via tariffs or catalogs filed with the appropriate state PUC and charges and fees associated with those service offerings such as charges for service packages. In the event SBC or its affiliates add to or modify the services offered via tariff or catalog during the term of this Attachment, the added service (and associated charges and fees) shall be considered "Contributory" on the effective date of the tariff or catalog, and any modification will be considered modified for purposes of this Attachment as of the effective date of the tariff or catalog (upon request, SBC will provide Customer a list of charges or fees which appear in the tariffs that are not included as "Contributory Services" for purposes of this Attachment); or
- Contributory Services are only those which are purchased for the internal use of Customer or its Affiliates. Taxes and surcharges which are assessed against services provided by SBC or its affiliates, including, but not limited to, charges related to 911/other public safety services, Local Number Portability charges, and EUCL charges, are not Contributory Services.
- H. **"Eligible Services"** means those specific Contributory Services for which the Billed Rates are specifically discounted pursuant to this Attachment, subject to approval by an applicable PUC, if any, whether as Contracted Rates or by application of a Service Level Discount, and/or by application of a Total Volume Discount, in each case as designated in the state-specific Schedules attached hereto.
- I. **"Resale"** means rebranding of the Service by Customer to sell/provide to an end user, and charging such end user a different, usually higher rate, than SBC charges Customer.
- J. **"Service Level Discount"** means an SBC Service-specific discount stated as a percentage next to an SBC Service listed on a state-specific Schedule to this Attachment, and is the amount of discount under this Attachment that Customer receives off of the Billed Rate for that specific SBC Service before application of any Total Volume Discount hereunder.
- K. **"Total Volume Discount"** means a discount that is given to a group of SBC Services identified on a state-specific Schedule to this Attachment. The Total Volume Discount is applied to the Billed Rate after any Service Level Discount has been applied, or to the Contracted Rate.
- L. **"Sub-Commitment(s)"** means the Annual Local Usage Commitment and/or the Annual Toll Usage Commitment.

**3. DISCOUNT PROGRAM**

- A. Schedule A1. Eligible SBC Services. Customer is eligible to receive discount(s) for a specific state on the SBC Services specified on each Schedule A attached hereto, incorporated herein as modified from time-to-time.
- B. Contributory SBC Services. Customer's discounts hereunder are based upon Customer's purchase of a minimum volume of Contributory Services. Customer understands and agrees that Resale of any network Service is strictly prohibited, and SBC may deem such a violation a material breach of the Master Discount Agreement and this Attachment.

Customer and SBC shall specify the Customer accounts at which the Contributory Services are in service in Schedule B hereto, incorporated by reference herein. Contributory Services in service at Customer accounts other than those on Schedule B are not eligible for discounts under this Attachment.

- C. Annual Customer Commitment. Customer commits to purchase a minimum dollar amount of Contributory Services at the locations in Schedule B to receive the discounts under this Attachment. The Annual Commitment is set forth in Schedule A. Customer commits to an Annual Toll Usage Commitment and/or an Annual Local Usage Commitment, as set forth in Schedule A.

Customer's satisfaction of its Annual Commitment and Sub-Commitment(s) shall be reviewed annually by SBC on the anniversary of the Commencement Date. In the event Customer's billings for purchases during each twelve (12) month period of the term are less than the Annual Commitment and/or Sub-Commitments, Customer shall be liable for the difference between the Annual Commitment and/or Sub-Commitments and

the actual billings for purchases. If Customer makes a payment to satisfy a shortfall in meeting its Sub-Commitment(s), such payment shall be counted toward meeting its Annual Commitment. Any shortfall amount will be billed in a lump sum and shall be due and payable within thirty (30) days after the invoice date.

- D. Discounts.

Annual Commitment and Sub-Commitment Discount. The Annual Commitment and/or Sub-Commitments entitles Customer to specific discounts on the Eligible Services. The discounts shall be applied against Customer's regular monthly billing from SBC.

- E. Termination Liability. In the event Customer terminates the Master Discount Agreement or this Attachment prior to its expiration for any reason other than those set forth under the Master Discount Agreement Section 1.C, Customer shall be billed a lump sum amount ("Termination Charge") equal to fifty percent (50%) of the Annual Commitment remaining for the balance of term of this Attachment (Annual Commitment remaining x .50). The Termination Charge will be billed in a lump sum to Customer's main billing telephone number and will be due within thirty (30) days after the billing date. The Termination Charge described herein is in addition to the termination liability, if any, applicable to any Contributory Service pursuant to the tariff or contract under which it is provided.

However, the Termination Charge shall not be applicable if, during the term of this Attachment, Customer converts to another SBC access or usage plan with a term equal to or greater than the remaining term of this Attachment, and a revenue commitment equal to or greater than the Annual Commitment.

- F. Customer Locations. Schedule B contains a list of Customer locations and the Customer accounts with SBC at those locations which are subject to this Attachment. Customer is responsible for ensuring that the list set forth in Schedule B accurately reflects all locations and accounts it intends to be included. If subsequent to the Commencement Date of this Attachment, either party determines that accounts at a specified location should have been included, or additional locations and associated accounts should be included, those accounts or locations will be added; however, unless otherwise agreed to in writing by SBC, those accounts shall not be eligible for discounts prior to the date of their inclusion. It shall be Customer's responsibility to notify SBC of any changes to the locations already included.

Village of Downers Grove

SBC Global Services, Inc.  
on behalf of SBC Illinois

By \_\_\_\_\_ By \_\_\_\_\_

Printed Name \_\_\_\_\_ Printed Name \_\_\_\_\_

Title \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**SCHEDULE A  
CUSTOMER COMMITMENTS  
CONTRIBUTORY AND ELIGIBLE SERVICES**

Customer Commitments

A. Annual Commitment (for all states)

Customer herein agrees to purchase a minimum dollar amount of Contributory Services. Customer's satisfaction of the Annual Commitment will be based upon billings during each twelve (12) month period. Pursuant to Section 3.C of this Attachment, Customer shall be liable for any shortfall.

The Annual Commitment agreed to by Customer is:

\$53,100.00

B. Annual Toll Usage Commitment (for all states)

Customer herein agrees to purchase a minimum dollar amount of SBC intraLATA toll usage services. Customer's satisfaction of the Annual Toll Usage Commitment will be based upon billings during each twelve (12) month period. Pursuant to Section 3.C of this Attachment, Customer shall be liable for any Toll Usage Commitment shortfall. Payment of any Toll Usage Commitment shortfall shall be counted toward Customer's satisfaction of its Annual Commitment.

The Annual Toll Usage Commitment agreed to by Customer is:

\$4,900.00

C. Annual Local Usage Commitment (for all states)

Customer agrees to purchase a minimum dollar amount of SBC local usage services. Customer's satisfaction of the Annual Local Usage Commitment will be based upon billings during each twelve (12) month period. Pursuant to Section 3.C of this Attachment, Customer shall be liable for any Local Usage Commitment shortfall. Payment of any Local Usage Commitment shortfall shall be counted toward Customer's satisfaction of its Annual Commitment.

The Annual Local Usage Commitment agreed to by Customer is:

6,000.00

**SCHEDULE A1**  
**Illinois**

Any service subscribed to by Customer which is provided by an SBC affiliate pursuant to local Exchange tariffs, including, but not limited to, those listed on this Schedule A (excluding federal and state fees, surcharges, and taxes) shall be provided at the monthly rate(s) described in this Schedule A and shall contribute to the Annual Commitment.

	<u>Discount or Monthly Rate<sup>1</sup></u>	<u>Eligible For Total Volume Discount</u>
<b>Local Access Services:</b>		
Measured Business Lines	Billed Rate	Eligible
<b>Optional Services:</b>		
ISDN Direct	Billed Rate	Not Eligible
Base Rate	Billed Rate	Not Eligible
<b>Local Usage (excludes ISDN calling plan usage):</b>		
Illinois Band A Local Usage	\$0.012	Not Eligible
Illinois Band B Local Usage	\$0.021	Not Eligible
Illinois Band C Local Usage	\$0.028	Not Eligible
<b>IntraLATA Toll/800 Usage:</b>		
InterState IntraLATA Toll	\$0.110	Not Eligible
IntraState IntraLATA Toll	\$0.040	Not Eligible
Toll-Free 800/888	\$0.040	Not Eligible

10 %
------

Total Volume Discount Customer shall receive off the Services listed above as "Eligible".

<sup>1</sup> When a percentage is shown, it is the amount of discount Customer receives off of the Billed Rate. A stated rate means the discounted rate Customer receives pursuant to this Schedule.

**SCHEDULE B  
SITE DIRECTORY**

Main Customer BTN:

LIST_ADDR	LIST_CITY	ATN
5101 MAIN ST	DOWNERS GROVE IL	630 241 3945 393
5002 MAIN ST STE 1	DOWNERS GROVE IL	630 353 0664 512
5101 WALNUT AVE FL 1	DOWNERS GROVE IL	630 353 1648 595
5101 WALNUT AVE FL 1	DOWNERS GROVE IL	630 434 0264 077
842 CURTISS ST FL 1	DOWNERS GROVE IL	630 434 1959 751
5101 WALNUT AVE FL 1	DOWNERS GROVE IL	630 434 5178 757
801 BURLINGTON AVE FL 1	DOWNERS GROVE IL	630 434 5500 571
5101 WALNUT AVE FL 1	DOWNERS GROVE IL	630 434 5935 752
5117 MAIN ST STE D	DOWNERS GROVE IL	630 434 9098 383
4424 ARBOR CIR APT 1	DOWNERS GROVE IL	630 435 9851 397
5101 WALNUT AVE FL 1	DOWNERS GROVE IL	630 493 9639 749
3301 FINLEY RD FL 1	DOWNERS GROVE IL	630 663 0310 108
2103 75TH ST FL 1	DARIEN IL	630 663 1346 491
1202 75TH ST	DOWNERS GROVE IL	630 769 1095 501
2304 MAPLE AVE FL 1	DOWNERS GROVE IL	630 769 1096 507
5324 PARK AVE FL 1	DOWNERS GROVE IL	630 769 1097 557
1037 SUMMIT ST FL 1	DOWNERS GROVE IL	630 769 1098 559
3501 FINLEY RD FL 1	DOWNERS GROVE IL	630 769 1099 755
5128 FAIRVIEW AVE FL 1	DOWNERS GROVE IL	630 810 9280 943
825 BURLINGTON AVE FL 1	DOWNERS GROVE IL	630 963 2427 812
5001 MAIN ST FL 1	DOWNERS GROVE IL	630 963 9675 753
2048 PRENTISS DR APT 1112	DOWNERS GROVE IL	630 964 2357 628
825 BURLINGTON AVE	DOWNERS GROVE IL	630 964 4395 480
801 BURLINGTON AVE FL 1	DOWNERS GROVE IL	630 964 4592 825
825 BURLINGTON AVE FL 1	DOWNERS GROVE IL	630 964 7453 101
825 BURLINGTON AVE FL 1	DOWNERS GROVE IL	630 968 2131 036
825 BURLINGTON AVE	DOWNERS GROVE IL	630 968 4043 588
825 BURLINGTON AVE FL 1	DOWNERS GROVE IL	630 969 1554 413
801 BURLINGTON AVE FL 1	DOWNERS GROVE IL	630Z215414451
801 BURLINGTON AVE FL 2	DOWNERS GROVE IL	630Z215427887
801 BURLINGTON AVE FL 1	DOWNERS GROVE IL	708Z210097391

RESOLUTION NO.

**A RESOLUTION AUTHORIZING EXECUTION OF AN AGREEMENT FOR  
EXCHANGE DEDICATED COMMUNICATION 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 Agreement (the "Agreement"), between the Village of Downers Grove (the "Customer") and SBC Global Services, Inc. ("SBC"), for exchange dedicated communication services, as set forth in the form of the agreement 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



**Confirmation of Service Order  
Exchange Dedicated Communication Services –  
Base Rate, Fractional DS1, DS1 and DS3 Services**

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

**Rates:** Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 24-month or greater term plan in this Order.

**Term and Expiration:** The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates<sup>1</sup> unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

**Term Plan Change:** Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

**Service Upgrade:** Customer may upgrade Service to a higher speed DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

**Move:** During the term plan, the customer may move one Local Distribution Channel of a circuit to another location in the same LATA and keep the term plan in effect. Certain NRCs will apply for circuit redesign, central office testing, and customer connection. New mileage charges will be applied if the new location is served out of a different central office. If the customer moves both ends of the service concurrently, Customer will be liable for an early termination charge.

**Early Termination:** In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the lesser of (1) the total monthly payments remaining under the Term Payment Plan or (2) the amount of savings Customer received while the Service was installed. The charge for the Customer savings received will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed<sup>2</sup> and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent<sup>3</sup> of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

**Assignment:** Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of SBC, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of SBC shall be void.

**Liability:** The liability of SBC, its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

**Tariffs:** In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Service.

**Jurisdiction:** Based on FCC Rules and Regulations, the attached pricing is offered via the respective Ameritech state tariff and is based on customer acknowledgement and certification to the company that total interstate traffic on the circuit(s) constitutes 10% or less of the total traffic on the service.

<sup>1</sup> Monthly extension rates will apply for DS3 Service.

<sup>2</sup> If termination occurs within the first year 12 month rates will apply.

<sup>3</sup> For DS3 Service 85 percent will apply.



**Confirmation of Service Order  
Exchange Dedicated Communication Services -  
Base Rate, Fractional DS1, DS1 and DS3 Services**

<b>Service Type:</b> <input checked="" type="checkbox"/> Base Rate Point-To-Point		<input type="checkbox"/> Fractional DS1-128	<input type="checkbox"/> DS1
<input type="checkbox"/> Base Rate Multi-Point		<input type="checkbox"/> Fractional DS1-256	<input type="checkbox"/> DS3
		<input type="checkbox"/> Fractional DS1-384	
<b>Order Type:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal    Conversion		<input type="checkbox"/> Upgrade (Faster speed; ex: DS0 to DS1))	<input type="checkbox"/> Upgrade (Same Service/Longer Term; ex, 3yr to 6yr)
		<input type="checkbox"/> Winback	
<b>Existing Contract #:</b>		<b>Existing Circuit ID:</b> HWDC.634258	
<b>Term Plan (months):</b> <input type="checkbox"/> 12 <input type="checkbox"/> 24 (DS1 & DS3 Only)		<input checked="" type="checkbox"/> 36	<input type="checkbox"/> 60
		<b>Requested Installation Date:</b> N/A	
<b>Monthly Charges:</b> \$141.10		<b>Non-Recurring Charges:</b> N/A	
<b>Circuit Quantity:</b> 1		<b># Multipoint Locations:</b>	
<b>Service Location #1:</b> 825 Burlington Av, Downrs Gr		<b>Service Location #2:</b> 6701 Main, Downrs Gr	

**Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order**

CUSTOMER	SBC
Authorized Customer Signature	Authorized SBC Signature
Print Name and Title	Print Name and Title
Date	Date
Village of Downers Grove Company Name	<b>SBC CONTACT INFORMATION</b>
801 Burlington Avenue Billing Address	Laura Kelly SBC Sales Representative Name
Downers Grove, Illinois 60515 City, State and Zip Code	L720002 Sales Code
Customer Contact	SBC Company
Customer Contact Phone Number	2000 W. SBC Center Drive Street Address
Existing Billing Account Number (if applicable)	Hoffman Estates, Illinois 60196 City, State and Zip Code
	630-545-2162 Phone Number
	Fax Number



**Confirmation of Service Order  
Exchange Dedicated Communication Services –  
Base Rate, Fractional DS1, DS1 and DS3 Services**

*As used herein, Ameritech means Illinois Bell Telephone Company in Illinois, Indiana Bell Telephone Company Incorporated in Indiana; Michigan Bell Telephone Company in Michigan; The Ohio Bell Telephone Company in Ohio; and Wisconsin Bell Inc. in Wisconsin.*



**Confirmation of Service Order  
Exchange Dedicated Communication Services –  
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This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

**Rates:** Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 24-month or greater term plan in this Order.

**Term and Expiration:** The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates<sup>1</sup> unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

**Term Plan Change:** Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

**Service Upgrade:** Customer may upgrade Service to a higher speed DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges, provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

**Move:** During the term plan, the customer may move one Local Distribution Channel of a circuit to another location in the same LATA and keep the term plan in effect. Certain NRCs will apply for circuit redesign, central office testing, and customer connection. New mileage charges will be applied if the new location is served out of a different central office. If the customer moves both ends of the service concurrently, Customer will be liable for an early termination charge.

**Early Termination:** In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the lesser of (1) the total monthly payments remaining under the Term Payment Plan or (2) the amount of savings Customer received while the Service was installed. The charge for the Customer savings received will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed<sup>2</sup> and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent<sup>3</sup> of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

**Assignment:** Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of SBC, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of SBC shall be void.

**Liability:** The liability of SBC, its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

**Tariffs:** In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Service.

**Jurisdiction:** Based on FCC Rules and Regulations, the attached pricing is offered via the respective Ameritech state tariff and is based on customer acknowledgement and certification to the company that total interstate traffic on the circuit(s) constitutes 10% or less of the total traffic on the service.

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<b>Service Type:</b> <input checked="" type="checkbox"/> Base Rate Point-To-Point		<input type="checkbox"/> Fractional DS1-128	<input type="checkbox"/> DS1
<input type="checkbox"/> Base Rate Multi-Point		<input type="checkbox"/> Fractional DS1-256	<input type="checkbox"/> DS3
		<input type="checkbox"/> Fractional DS1-384	
<b>Order Type:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal    Conversion		<input type="checkbox"/> Upgrade (Faster speed; ex: DS0 to DS1))	<input type="checkbox"/> Upgrade (Same Service/Longer Term; ex, 3yr to 5yr)
		<input type="checkbox"/> Winback	
<b>Existing Contract #:</b>		<b>Existing Circuit ID:</b> HWDC.634260	
<b>Term Plan (months):</b> <input type="checkbox"/> 12 <input type="checkbox"/> 24 (DS1 & DS3 Only) <input checked="" type="checkbox"/> 36 <input type="checkbox"/> 60		<b>Requested Installation Date:</b> N/A	
<b>Monthly Charges:</b> \$141.10		<b>Non-Recurring Charges:</b> N/A	
<b>Circuit Quantity:</b> 1		<b># Multipoint Locations:</b>	
<b>Service Location #1:</b> 825 Burlington Av, Downrs Gr		<b>Service Location #2:</b> 2560 Wisconsin Av, Downrs Gr	

Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order

<b>CUSTOMER</b>	<b>SBC</b>
Authorized Customer Signature	Authorized SBC Signature
Print Name and Title	Print Name and Title
Date	Date
Village of Downers Grove	<b>SBC CONTACT INFORMATION</b>
Company Name	Laura Kelly <span style="float:right">L720002</span>
801 Burlington Avenue	SBC Sales Representative Name      Sales Code
Billing Address	SBC
Downers Grove, Illinois 60515	Company
City, State and Zip Code	2000 W. SBC Center Drive
Customer Contact	Street Address
Customer Contact Phone Number	Hoffman Estates, Illinois 60196
630-434-5500	City, State and Zip Code
Existing Billing Account Number (if applicable)	630-545-2162
	Phone Number
	Fax Number



**Confirmation of Service Order  
Exchange Dedicated Communication Services –  
Base Rate, Fractional DS1, DS1 and DS3 Services**

*As used herein, Ameritech means Illinois Bell Telephone Company in Illinois, Indiana Bell Telephone Company Incorporated in Indiana; Michigan Bell Telephone Company in Michigan; The Ohio Bell Telephone Company in Ohio; and Wisconsin Bell Inc. in Wisconsin.*



**Confirmation of Service Order  
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**Rates:** Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 24-month or greater term plan in this Order.

**Term and Expiration:** The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates<sup>1</sup> unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

**Term Plan Change:** Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

**Service Upgrade:** Customer may upgrade Service to a higher speed DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges, provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

**Move:** During the term plan, the customer may move one Local Distribution Channel of a circuit to another location in the same LATA and keep the term plan in effect. Certain NRCs will apply for circuit redesign, central office testing, and customer connection. New mileage charges will be applied if the new location is served out of a different central office. If the customer moves both ends of the service concurrently, Customer will be liable for an early termination charge.

**Early Termination:** In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the lesser of (1) the total monthly payments remaining under the Term Payment Plan or (2) the amount of savings Customer received while the Service was installed. The charge for the Customer savings received will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed<sup>2</sup> and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent<sup>3</sup> of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

**Assignment:** Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of SBC, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of SBC shall be void.

**Liability:** The liability of SBC, its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

**Tariffs:** In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Service.

**Jurisdiction:** Based on FCC Rules and Regulations, the attached pricing is offered via the respective Ameritech state tariff and is based on customer acknowledgement and certification to the company that total interstate traffic on the circuit(s) constitutes 10% or less of the total traffic on the service.

<sup>1</sup> Monthly extension rates will apply for DS3 Service.

<sup>2</sup> If termination occurs within the first year 12 month rates will apply.

<sup>3</sup> For DS3 Service 85 percent will apply.



**Confirmation of Service Order  
Exchange Dedicated Communication Services –  
Base Rate, Fractional DS1, DS1 and DS3 Services**

*As used herein, Ameritech means Illinois Bell Telephone Company in Illinois, Indiana Bell Telephone Company Incorporated in Indiana; Michigan Bell Telephone Company in Michigan; The Ohio Bell Telephone Company in Ohio; and Wisconsin Bell Inc. in Wisconsin.*



**Confirmation of Service Order  
Exchange Dedicated Communication Services –  
Base Rate, Fractional DS1, DS1 and DS3 Services**

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

**Rates:** Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 24-month or greater term plan in this Order.

**Term and Expiration:** The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates<sup>1</sup> unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

**Term Plan Change:** Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

**Service Upgrade:** Customer may upgrade Service to a higher speed DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

**Move:** During the term plan, the customer may move one Local Distribution Channel of a circuit to another location in the same LATA and keep the term plan in effect. Certain NRCs will apply for circuit redesign, central office testing, and customer connection. New mileage charges will be applied if the new location is served out of a different central office. If the customer moves both ends of the service concurrently, Customer will be liable for an early termination charge.

**Early Termination:** In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the lesser of (1) the total monthly payments remaining under the Term Payment Plan or (2) the amount of savings Customer received while the Service was installed. The charge for the Customer savings received will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed<sup>2</sup> and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent<sup>3</sup> of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

**Assignment:** Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of SBC, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of SBC shall be void.

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**Tariffs:** In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Service.

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<sup>2</sup> If termination occurs within the first year 12 month rates will apply.

<sup>3</sup> For DS3 Service 85 percent will apply.



**Confirmation of Service Order  
Exchange Dedicated Communication Services –  
Base Rate, Fractional DS1, DS1 and DS3 Services**

<b>Service Type:</b> <input checked="" type="checkbox"/> Base Rate Point-To-Point		<input type="checkbox"/> Fractional DS1-128	<input type="checkbox"/> DS1
<input type="checkbox"/> Base Rate Multi-Point		<input type="checkbox"/> Fractional DS1-256	<input type="checkbox"/> DS3
		<input type="checkbox"/> Fractional DS1-384	
<b>Order Type:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Conversion		<input type="checkbox"/> Upgrade (Faster speed; ex: DS0 to DS1))	<input type="checkbox"/> Upgrade (Same Service/Longer Term; ex, 3yr to 5yr)
		<input type="checkbox"/> Winback	
<b>Existing Contract #:</b>		<b>Existing Circuit ID:</b> HWDC.634248	
<b>Term Plan (months):</b> <input type="checkbox"/> 12 <input type="checkbox"/> 24 (DS1 & DS3 Only)		<input checked="" type="checkbox"/> 36	<input type="checkbox"/> 60
		<b>Requested Installation Date:</b> N/A	
<b>Monthly Charges:</b> \$141.10		<b>Non-Recurring Charges:</b> N/A	
<b>Circuit Quantity:</b> 1		<b># Multipoint Locations:</b>	
<b>Service Location #1:</b> 825 Burlington Av, Downers Grove, IL		<b>Service Location #2:</b> 3900 Highland Av, Downers Gr	

**Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order**

<b>CUSTOMER</b>	<b>SBC</b>
Authorized Customer Signature	Authorized SBC Signature
Print Name and Title	Print Name and Title
Date	Date
Village of Downers Grove Company Name	<b>SBC CONTACT INFORMATION</b> Laura Kelly SBC Sales Representative Name                      L720002 Sales Code
801 Burlington Avenue Billing Address	SBC Company
Downers Grove, Illinois 60515 City, State and Zip Code	2000 W. SBC Center Drive Street Address
Customer Contact	Hoffman Estates, Illinois 60196 City, State and Zip Code
Customer Contact Phone Number	630-545-2162 Phone Number
Existing Billing Account Number (if applicable)	Fax Number



**Confirmation of Service Order  
Exchange Dedicated Communication Services –  
Base Rate, Fractional DS1, DS1 and DS3 Services**

*As used herein, Ameritech means Illinois Bell Telephone Company in Illinois, Indiana Bell Telephone Company Incorporated in Indiana; Michigan Bell Telephone Company in Michigan; The Ohio Bell Telephone Company in Ohio; and Wisconsin Bell Inc. in Wisconsin.*



**Confirmation of Service Order  
Exchange Dedicated Communication Services --  
Base Rate, Fractional DS1, DS1 and DS3 Services**

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

**Rates:** Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 24-month or greater term plan in this Order.

**Term and Expiration:** The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates<sup>1</sup> unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

**Term Plan Change:** Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

**Service Upgrade:** Customer may upgrade Service to a higher speed DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

**Move:** During the term plan, the customer may move one Local Distribution Channel of a circuit to another location in the same LATA and keep the term plan in effect. Certain NRCs will apply for circuit redesign, central office testing, and customer connection. New mileage charges will be applied if the new location is served out of a different central office. If the customer moves both ends of the service concurrently, Customer will be liable for an early termination charge.

**Early Termination:** In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the lesser of (1) the total monthly payments remaining under the Term Payment Plan or (2) the amount of savings Customer received while the Service was installed. The charge for the Customer savings received will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed<sup>2</sup> and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent<sup>3</sup> of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

**Assignment:** Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of SBC, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of SBC shall be void.

**Liability:** The liability of SBC, its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

**Tariffs:** In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Service.

**Jurisdiction:** Based on FCC Rules and Regulations, the attached pricing is offered via the respective Ameritech state tariff and is based on customer acknowledgement and certification to the company that total interstate traffic on the circuit(s) constitutes 10% or less of the total traffic on the service.

<sup>1</sup> Monthly extension rates will apply for DS3 Service.

<sup>2</sup> If termination occurs within the first year 12 month rates will apply.

<sup>3</sup> For DS3 Service 85 percent will apply.



**Confirmation of Service Order  
Exchange Dedicated Communication Services –  
Base Rate, Fractional DS1, DS1 and DS3 Services**

<b>Service Type:</b> <input checked="" type="checkbox"/> Base Rate Point-To-Point		<input type="checkbox"/> Fractional DS1-128	<input type="checkbox"/> DS1
<input type="checkbox"/> Base Rate Multi-Point		<input type="checkbox"/> Fractional DS1-256	<input type="checkbox"/> DS3
		<input type="checkbox"/> Fractional DS1-384	
<b>Order Type:</b> <input type="checkbox"/> New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/> Conversion		<input type="checkbox"/> Upgrade (Faster speed; ex: DS0 to DS1))	<input type="checkbox"/> Upgrade (Same Service/Longer Term; ex, 3yr to 5yr)
		<input type="checkbox"/> Winback	
<b>Existing Contract #:</b>		<b>Existing Circuit ID:</b> HWDC.634257	
<b>Term Plan (months):</b> <input type="checkbox"/> 12 <input type="checkbox"/> 24 (DS1 & DS3 Only)		<input checked="" type="checkbox"/> 36	<input type="checkbox"/> 60
		<b>Requested Installation Date:</b> N/A	
<b>Monthly Charges:</b> \$141.10		<b>Non-Recurring Charges:</b> N/A	
<b>Circuit Quantity:</b> 1		<b># Multipoint Locations:</b>	
<b>Service Location #1:</b> 825 Burlington Av, Downrs Gr		<b>Service Location #2:</b> 5420 Main, Downrs Gr	

**Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order**

CUSTOMER	SBC
Authorized Customer Signature	Authorized SBC Signature
Print Name and Title	Print Name and Title
Date	Date
Village of Downers Grove Company Name	<b>SBC CONTACT INFORMATION</b> Laura Kelly SBC Sales Representative Name                      L720002 Sales Code
801 Burlington Avenue Billing Address	SBC Company
Downers Grove, Illinois 60515 City, State and Zip Code	2000 W. SBC Center Drive Street Address
Customer Contact	Hoffman Estates, Illinois 60196 City, State and Zip Code
Customer Contact Phone Number	630-545-2162 Phone Number
630-434-5500	
Existing Billing Account Number (if applicable)	Fax Number



**Confirmation of Service Order  
Exchange Dedicated Communication Services –  
Base Rate, Fractional DS1, DS1 and DS3 Services**

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