

## AGENDA

DATE: MONDAY, OCTOBER 1, 2007

PLACE: COUNCIL CHAMBERS

TIME: 7:30 P.M.

THERE ARE TWO PUBLIC HEARINGS TONIGHT  
ORDINANCE NO. 99 – 2007 – 6:45PM CHANGES & AMENDMENTS  
ORDINANCE NO. 100 – 2007 – 7:00PM REZONING ON 1<sup>ST</sup> ST NE

1. ROLL CALL
2. INVOCATION BY COUNCILMAN CHUCK MAIER
3. PLEDGE OF ALLEGIANCE
4. READING OF THE JOURNAL
5. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS ON THE AGENDA
6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

*Passed*  
9/10 ORDINANCE NO. 113 – 2007

BY: PUBLIC UTILITIES COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract extending our present Centrex services with AT&T on all City government telephone lines for a period of three (3) years, and declaring an emergency.

*Passed*  
9/10 ORDINANCE NO. 114 – 2007

BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the Solid Waste Fund, Municipal Court Indigent Driver Alcohol Fund, Municipal Court Capital Improvement Fund, 1401 Income Tax Capital Improvement Fund, Home Health Fund and the Bond Retirement WWT Fund, for the year ending December 31, 2007, and declaring an emergency.

*Passed*  
9/10 ORDINANCE NO. 115 – 2007

BY: FINANCE COMMITTEE

AN ORDINANCE reducing the appropriation in the Golf Course Fund, of the City of Massillon, for the year ending December 31, 2007, and declaring an emergency.

*Passed*  
9/10 ORDINANCE NO. 116 – 2007

BY: FINANCE COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into the Planned Service Agreement with Johnson Controls for the maintenance of heating and air conditioning for the Wastewater Treatment Plant, City Hall and Fire Stations 1, 2, 3 and 4, Municipal Annex Building and the City Garage, and declaring an emergency.

*Passed*  
9/10 ORDINANCE NO. 117 – 2007

BY: FINANCE COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon to enter into a contract with Public Entities Pool of Ohio (PEP) for the vehicle, property, general and public official liability, and law enforcement coverage for the City of Massillon, and declaring an emergency.

7. UNFINISHED BUSINESS
8. PETITIONS AND GENERAL COMMUNICATIONS

LETTER FROM OHIO DIVISION OF LIQUOR CONTROL REGARDING A NEW LIQUOR LICENSE TO COLUCCIS LLC 716 LINCOLN WAY E MASSILLON OHIO 44646

9. BILLS, ACCOUNTS AND CLAIMS
10. REPORTS FROM CITY OFFICIALS

- A). MAYOR SUBMITS MONTHLY PERMIT REPORT FOR SEPTEMBER 2007
- B). AUDITOR SUBMITS MONTHLY REPORT FOR SEPTEMBER 2007

11. REPORTS OF COMMITTEES
12. RESOLUTIONS AND REQUESTS OF COUNCIL MEMBER
13. CALL OF THE CALENDAR
14. THIRD READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 99 – 2007

BY: COMMUNITY DEVELOPMENT COMMITTEE

*Passed*

*8/1*

AN ORDINANCE amending CHAPTER 1137 "CHANGES AND ADMENDMENTS" of the Codified Ordinances of the City of Massillon, by amending existing Section 1137.02(a)(2) "DETAILS OF PROCEDURE", by adding a new Subsection 1137.02(a)(2)(f) and 1137.08(a) "FREQUENCY OF APPLICATIONS" by changing the time requirement for the frequency of applications.

ORDINANCE NO. 100 – 2007

BY: COMMUNITY DEVELOPMENT COMMITTEE

*Passed*

*8/1*

AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from RM-1 Multiple Family Residential, R-T Two Family Residential and R-1 One Family Residential to B-3 General Business.

15. SECOND READING ORDINANCES AND RESOLUTIONS

ORDINANCE NO. 108 – 2007

BY: STREETS, HIGHWAYS, TRAFFIC & SAFETY

*2nd reading*

AN ORDINANCE vacating a portion of Taylor Street SW, and declaring an emergency.

RESOLUTION NO. 11 – 2007

BY: COMMUNITY DEVELOPMENT COMMITTEE

*Passed*

A RESOLUTION reversing the decision of the Massillon Zoning Board of Appeals made on August 9, 2007 wherein the Zoning Board of Appeals denied a request for a home occupation permit in an R-3 single family zoned district of the Massillon Zoning Code for the operation of a landscaping company out of the residence at 1345 Burd Avenue NE, in the City of Massillon, Ohio.

RESOLUTION NO. 12 – 2007

BY: PUBLIC UTILITIES COMMITTEE

*Passed*  
*8/1*

A RESOLUTION authorizing all actions necessary to effect a governmental natural gas aggregation program with opt-in provisions pursuant to Article 18.04, Ohio Constitution and authorizing and directing the Director of Public Service and Safety to enter into an agreement with Buckeye Energy Brokers, Inc. for consulting services and any other required services related to natural gas aggregation.

16. NEW AND MISCELLANEOUS BUSINESS

17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA

18. ADJOURNMENT

MARY BETH BAILEY - CLERK OF COUNCIL

*Resolution No 13*

*9/10 Passed*

DATE: OCTOBER 1, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*Passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 113 - 2007

BY: PUBLIC UTILITIES COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract extending our present Centrex services with AT&T on all City government telephone lines for a period of three (3) years, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into a contract extending our present Centrex services with AT&T on all City Government telephone lines for a period of three (3) years.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into a contract extending our present Centrex services with AT&T on all City government telephones lines for a period of three (3) years.

Section 3

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that the contract is signed in time manner to prevent any interruption in the city's phone service. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

*2<sup>nd</sup> page is the signature page*



Customer Name:	City of Massillon
Order Type:	Spent Alone
Term (months):	36
Total Net Annual Revenue:	\$ 41,577
Quantity:	
Commitment Type:	
Sales Lead:	Cassidy, Cynthia
Sales RVP:	Venuto, Mark
Sales Channel:	BCS MW

Rate Letter Expires On:	10/28/07
Date Rate Letter Initially Created:	09/28/07
Date Rate Letter Last Modified:	
Rate Letter Version Number:	1
Pricing Manager:	Ayares, Teresa L
Phone Number:	540-951-8270
eCRM Number:	No ECMR Number
LOB-PS Number:	17374741
IMS Number:	2007.209533

3611 Morganway Drive  
-4-1 MRO-113-1 NRC-14  
53,464.74

Product 1	Term: 36	Product 2	Quantity	Unit Price	Subtotal	Discount	Net Price	Net Subtotal	Net Total
Centrex/Plexar	Centrex/Plexar	Centrex/Plexar	162	\$ 5.00	\$ 810.00	100.00%	\$ 0.00	\$ 810.00	\$ 810.00
Centrex/Plexar	Centrex/Plexar	Centrex/Plexar	162	\$ 14.50	\$ 2,349.00	0.00%	\$ 0.00	\$ 2,349.00	\$ 2,349.00
Centrex/Plexar	Centrex/Plexar	Centrex/Plexar	182	\$ 7.75	\$ 1,411.50	23.13%	\$ 326.50	\$ 1,085.00	\$ 1,085.00
Centrex/Plexar	Centrex/Plexar	Centrex/Plexar	20	\$ 5.35	\$ 107.00	23.00%	\$ 24.60	\$ 82.40	\$ 82.40
Centrex/Plexar	Centrex/Plexar	Centrex/Plexar	182	\$ 0.25	\$ 45.50	0.00%	\$ 0.00	\$ 45.50	\$ 45.50
Centrex/Plexar	Centrex/Plexar	Centrex/Plexar	20	\$ 20.45	\$ 409.00	23.13%	\$ 94.60	\$ 314.40	\$ 314.40

**GENERAL TERMS AND CONDITIONS**  
Standard Tariff Terms and Conditions Apply.

Pricing is for services listed above. Services or other charges excluded from this Rate Authorization Letter are to be charged at tariff unless covered under a separate agreement.

Pricing provided based on request for competitive bid or as otherwise allowed by State approved tariffs.

Contact the appropriate contract developer for your product set as listed in the following link:  
[http://contracts.AT&T.com/category.asp?cat\\_id=95](http://contracts.AT&T.com/category.asp?cat_id=95)

## CONTRACT TERMS AND CONDITIONS

**CONTRACT TERMS AND CONDITIONS**

The Service provided in this Agreement is provisioned solely by AT&T, and not jointly provisioned with any other carrier

Termination Liability applies formula for ALL rate elements in this rate letter.

Based on FCC Rules and Regulations, this pricing is offered via the State Tariff and is based on the Customer's acknowledgement and certification to AT&T that the total interstate traffic, which includes internet traffic, on the circuit(s) constitutes 10% or less of the total traffic on the circuit(s).

**Centrex: FCC mandated EUCL will be billed separately on a per line basis**

The above rates do not include NRC's for Service Ordering and Line Connection Charges or monthly recurring charges for NNP, EQ11, Telephone Numbers, Handicapped Surcharge, etc. which will be billed at tariff rates.

Centrex rates are contingent on Customer maintaining 160 lines over the term of the contract.

**Project Concurrency:**

Signature	Explanation
Ayares, Teresa L. Assoc. Dir. ICR Division	Signature on Record In Product Management



## Agreement for AT&amp;T ILEC Services

<b>CUSTOMER ("Customer")</b>		<b>AT&amp;T ("AT&amp;T")</b>	
City of Massillon		SBC Global Services, Inc. d/b/a AT&T Global Services	
<b>CUSTOMER Address</b>		<b>AT&amp;T Address</b>	
Street Address: 1 James Duncan Plaza City: Massillon, State: OH Zip Code: 44846 <u>Billing Address (if different)</u> Street Address: City: State: Zip Code:		One AT&T Plaza Dallas, TX 75202	
<b>CUSTOMER Contact (for Contract Notices)</b>		<b>AT&amp;T Sales Contact Information and for Contract Notices Primary Sales Contact</b>	
Name: Michael Loudiana Title: Director Public Safety Telephone: Fax: Email: <u>Address for Notices</u> <input type="checkbox"/> Same as Cust. Address above <input type="checkbox"/> Same as Billing Address <u>Address for Notices (if different)</u> Street Address: City: State: Zip Code:		Name: Title: Fax: Telephone: Email: Street Address: City: State: Zip Code: <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	
<b>AT&amp;T Authorized Agent or Representative Information (if applicable) Primary Contact</b>			
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code			

This Agreement (the "Agreement") sets forth the terms and conditions for Incumbent Local Exchange Carrier ("ILEC") services between SBC Global Services, Inc. d/b/a AT&T Global Services, a Delaware corporation with offices at One AT&T Plaza, Dallas, Texas 75202, on behalf of itself and those Affiliates identified in Pricing Schedules and/or agreements that may be entered into from time to time and incorporated by reference into this Agreement (individually and collectively, "AT&T") and City of Massillon ("Customer"), an Ohio government agency, with offices at location listed above. This Agreement is effective on the date of last signature ("Effective Date"), unless the rules of a regulatory authority having jurisdiction respecting this Agreement would require a later date, or an applicable tariff filing would require a later date, in which case the Effective Date of this Agreement shall be in accordance with such rules. AT&T and Customer are sometimes referred to herein collectively as the "Parties" or individually as a "Party."

References to "Agreement" refer to this Agreement and associated Pricing Schedules referencing this document and any attachments thereto. New or revised Pricing Schedules must be signed by Customer and AT&T. Unless otherwise stated in a Pricing Schedule, the following order of priority applies to the documents comprising this Agreement: (1) Pricing Schedules referencing this document and any attachments thereto; (2) this document, and (3) any applicable Tariff, Guidebook, Catalog, and if applicable, the AT&T Business Service Agreement (BSA) or the AT&T Retail Service Guide, as such terms may be defined in a Pricing Schedule (except in Connecticut where the order of precedence shall be 1) the tariffs, 2) Pricing Schedules, 3) this document).

Notices from a Party concerning this Agreement must be written and delivered to the other Party at the address(es) below (i) in person, (ii) by certified mail, return receipt requested, (iii) by traceable overnight delivery, or (iv) by facsimile, electronically confirmed and followed immediately by U.S. Mail. Notice will be effective upon delivery.

<b>Customer</b> (by its authorized representative)		<b>AT&amp;T</b> (by its authorized representative)	
By: <u>X</u>		By: _____	
Typed or Printed Name: <u>X</u>		Typed or Printed Name: _____	
Title: <u>X</u>		Title: _____	
Date: <u>X</u>		Date: _____	



## 1. SCOPE; AT&T AFFILIATES

### 1.1 Scope

A. SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of its Affiliate(s) named below which provide local exchange service ("AT&T"), will provide such Services (as defined in Section 2.5) to Customer under this Agreement which are identified in the Pricing Schedules.

B. The pricing, service descriptions and other provisions relating to the Services will be as set forth in: (i) this Agreement's Terms and Conditions; (ii) Pricing Schedules; and (iii) the appropriate section(s) of the Tariff, Guidebook, Catalog, BSA or AT&T Retail Service Guide (as such terms are defined in the Pricing Schedules).

C. This Agreement shall remain in effect until no Services are provided under any Pricing Schedules to this Agreement.

### 1.2 AT&T Affiliates

Illinois Bell Telephone Company d/b/a AT&T Illinois; Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; Michigan Bell Telephone Company, d/b/a AT&T Michigan; The Ohio Bell Telephone Company d/b/a AT&T Ohio; Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; Southwestern Bell Telephone Company d/b/a in the states of Arkansas, Kansas, Missouri, Oklahoma and Texas as AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma and AT&T Texas, respectively; Pacific Bell Telephone Company d/b/a AT&T California; Nevada Bell Telephone Company, d/b/a AT&T Nevada; The Woodbury Telephone Company d/b/a AT&T Woodbury; and The Southern New England Telephone Company d/b/a AT&T Connecticut

## 2. DEFINITIONS

2.1 "Affiliate" means an entity that controls, is controlled by, or is under common control with a Party.

2.2 "Confidential Information" means ideas, know-how, trade secrets, computer programs, technical information, and other confidential information which is disclosed by a disclosing Party to a receiving Party under this Agreement. The terms of this Agreement shall be deemed Confidential Information by the Parties.

2.3 "Order" means any purchase order for Services that references this Agreement (or a Pricing Schedule).

2.4 "Pricing Schedule" means a pricing schedule to this Agreement, either appended hereto or subsequently signed by the parties and referencing this Agreement, that, among other things, identifies the Services AT&T may provide to Customer, the price (including discounts) for each Service, and the term during which such prices are in effect ("Pricing Schedule Term"). Pricing Schedules may also incorporate attachments that contain terms and conditions for Services set forth in the Pricing Schedule or Statements of Work that further describes the Services.

2.5 "Service(s)" means any or all services provided by AT&T, as further described in this Agreement or a Pricing Schedule.

"Service" includes all of the Service Components Customer orders under a Pricing Schedule

2.6 "Service Component" means the individual components of a Service that Customer orders under a Pricing Schedule.

2.7 "Site(s)" means Customer locations where AT&T is to perform Services.

## 3. SERVICE-SPECIFIC TERMS AND CONDITIONS

3.1 Limitation on Services. Services are offered subject to the availability and operational limitations of the necessary systems, facilities, and equipment.

3.2 Use of Services. Use of the Services by Customer and any Customer end-user shall at all times comply with applicable laws, regulations and any AT&T written or electronic instructions for use.

3.3 Regulatory Filing. This Agreement and each Pricing Schedule may be filed with the appropriate state commission. If approval is required and not obtained, then this Agreement and/or the applicable Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for the Services not received.

## 4. PAYMENT AND BILLING

4.1 Payment and Billing. Customer will pay AT&T (i) the monthly fees and nonrecurring charges set forth in the applicable Pricing Schedule, and (ii) applicable taxes, surcharges, and recovery fees (including universal service fees), and customs and duties. Except as otherwise provided in the applicable Pricing Schedule, (i) billing commences on Cutover; (ii) payment is due within 30 days after the date of invoice; and (iii) payment is subject to AT&T's credit requirements and AT&T may require a security deposit to ensure prompt payment. Customer will advise AT&T of any billing dispute within



30 days after receipt of invoice or the invoice shall be deemed correct. In addition to recovering attorneys' fees and costs of collection, AT&T may assess a late payment fee equal that set forth in the applicable Tariff (for regulated Services) or in the applicable Guidebook, Catalog, BSA, or the AT&T Retail Service Guide (for deregulated Services.) If Customer pays electronically, Customer agrees to pay using Automated Clearing House (ACH) which shall include remittance information.

## 5. GENERAL TERMS AND CONDITIONS

- 5.1 Term and Termination. This Agreement will start on the Effective Date and remain in effect until terminated by either Party as provided herein (the "Term"). Customer, and AT&T (in the case of Services that are no longer under a term commitment), may terminate this Agreement or a Pricing Schedule without cause and for convenience upon 30 days' prior written notice. If Customer terminates a Service with a specified term or term commitment, in whole or in part, for convenience or AT&T terminates for Customer's default, on or after Cutover but before the scheduled completion of the Term, Customer shall pay the termination liability (i) specified in the Pricing Schedule; or (ii) if no termination liability is specified, an amount equal to (a) all unpaid non-recurring charges (excluding non-recurring charges that were waived or incorporated into the monthly recurring rates), (b) fifty percent (50%) of the recurring monthly charges rate for the terminated Service as set forth in the Pricing Schedule, multiplied by the number of months remaining in the term for the applicable Service at the point of termination, and (c) any special construction liabilities.
- 5.2 Termination for Breach. This Agreement (or applicable Pricing Schedule) may be terminated immediately by either Party or AT&T may suspend performance hereunder or thereunder, upon written notice to the other Party if the other Party (i) is in material breach (including but not limited to failure to make timely undisputed payments) and such failure or breach is not remedied within 30 days after the terminating Party provides written notice to the breaching Party specifically describing such breach; (ii) ceases to carry on business as a going concern, becomes the object of voluntary or involuntary bankruptcy or liquidation, or a receiver is appointed with respect to a substantial part of its assets; (iii) engages in fraud, criminal conduct, or willful misconduct; or (iv) breaches the confidentiality obligations under this Agreement. If Customer terminates a Service or a Service Component for material breach, Customer shall not be liable for any Termination Charges.
- 5.3 Force Majeure. Except in the case of payment of amounts due, neither Party will be liable to the other Party for any failure of performance due to any cause beyond that Party's reasonable control, including acts of God, fire, explosion, vandalism, terrorism, cable cut, storm, or other similar occurrence, any law, order, regulation, direction, action, or request by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or preemption of existing Service to restore Service in compliance with the regulatory rules and regulations, or, in the case of AT&T, delays caused by Customer or Customer's service or equipment vendors.
- 5.4 Assignment. Neither this Agreement (including any Pricing Schedule) nor any interest therein may be assigned, sublet, or in any manner transferred by Customer without the prior written consent of AT&T. Any attempted assignment or transfer in contravention of the preceding sentence will be void. AT&T may assign or subcontract any portion of the Services to be performed without Customer's prior written approval.
- 5.5 Use of Confidential Information. During the Term, each Party may obtain Confidential Information from the other Party. Written or other tangible Confidential Information must at the time of disclosure be identified and labeled as Confidential Information belonging to the disclosing Party. When disclosed orally or visually, Confidential Information must be identified as confidential at the time of the disclosure, with subsequent confirmation in writing within 15 days after disclosure. Neither Party may during the Term and for 3 years thereafter disclose any of the other Party's Confidential Information to any third party. Neither Party may use the other Party's Confidential Information except to perform its duties under this Agreement. The Confidential Information restrictions will not apply to Confidential Information that is (i) already known to the receiving Party, (ii) becomes publicly available through no wrongful act of the receiving Party, (iii) independently developed by the receiving Party without benefit of the disclosing Party's Confidential Information, or (iv) disclosed by the disclosing Party to a third party without an obligation of confidentiality. Upon termination of this Agreement or an applicable Pricing Schedule, each Party will return the other Party's Confidential Information.
- 5.6 Customer Information; Access and Safe Working Environment. AT&T may rely on any information provided by Customer and assumes no liability for any damages or costs that result from errors or omissions in such information. Customer shall provide AT&T with timely access to Customer information, facilities or equipment as AT&T reasonably requires to provide the Services and keep AT&T informed on developments in Customer's business or operations that may impact the Services. AT&T may share Customer information and Confidential Information (including billing and usage information for





the Services purchased) with AT&T Affiliates and inform Customer of other AT&T product/service offerings. Customer shall maintain Sites in a suitable and safe working environment, free of Hazardous Materials. Customer represents and warrants that the area of the Sites where AT&T performs the Services is free of Hazardous Materials. AT&T does not handle, remove or dispose of, nor does AT&T accept any liability for, any Hazardous Materials at the Sites. Customer shall pay AT&T for any damages, costs, fines or penalties AT&T incurs as result of the presence or release of such Hazardous Materials. If AT&T encounters any such Hazardous Materials, AT&T may terminate this Agreement or suspend performance until Customer removes and cleans up at its expense Hazardous Materials in accordance with this Agreement and applicable law. For purposes hereof, "Hazardous Materials" means any substance whose use, transport, storage, handling, disposal, or release is regulated to any law related to pollution, protection of air, water, or soil, or health and safety.

- 5.7 Publicity. During the Term, AT&T may refer to Customer, orally and in writing, as a customer of AT&T and may publish a press release announcing in general terms that AT&T and Customer have entered into this Agreement and AT&T may in general terms describe the activities contemplated hereunder. Any other reference to one Party by the other Party requires written consent of the first Party.
- 5.8 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES RELATED TO LOST PROFITS, TOLL FRAUD, LOSS OF USE, AND LOSS OF DATA, OR FAILURE TO REALIZE SAVINGS OR BENEFITS) ARISING UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT AS OTHERWISE PROVIDED IN ANY APPLICABLE TARIFF, GUIDEBOOK, CATALOG, BSA, OR THE AT&T RETAIL SERVICE GUIDE, THE TOTAL AGGREGATE LIABILITY OF AT&T, ITS SUPPLIERS, LICENSORS, AFFILIATES, DIRECTORS, OFFICERS, AND/OR EMPLOYEES UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED AMOUNTS ACTUALLY PAID BY CUSTOMER DURING THE 3-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CIRCUMSTANCES GIVING RISE TO THE FIRST CLAIM FOR DAMAGES UNDER THIS AGREEMENT.
- 5.9 Indemnities. Customer will indemnify and defend AT&T, its directors, officers, employees, agents and their successors ("Agents") from and against any and all third party claims and related loss, liability, damage and expense, including attorneys' fees, (collectively "Damages") arising from improper use of the Services or information or any content or data transmitted over any AT&T network or facilities. AT&T will indemnify and defend Customer and its Agents from and against any Damages finally awarded or paid in settlement based on a claim that any Service infringes a U.S. patent or copyright. If a final injunction or judgment is awarded against Customer prohibiting use of any Service by reason of infringement of a U.S. patent or copyright, AT&T will at its option and expense either (a) procure the right for Customer to continue using the Service; (b) obtain and deliver an equivalent non-infringing Service; or (c) terminate the infringing Service and refund to Customer amounts paid for the infringing Service, less a reasonable charge for use. An indemnified Party shall provide the indemnifying Party with notice for any claim of indemnity and the indemnifying Party shall have complete authority to assume the sole defense and settlement of such claim. The indemnified Party may participate in the settlement or defense at its own expense and shall reasonably cooperate to facilitate the defense and settlement of such claims.
- 5.10 Miscellaneous. This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, representations, and understandings relating to the subject matter hereof. No modifications or subsequent agreements concerning the subject matter of this Agreement will be effective unless made in writing and signed by the Parties. The parties agree that this transaction may be conducted by electronic means. AT&T shall not be bound by any electronic or pre-printed terms additional to, or different from, those in this Agreement that may appear in Customer's form documents, orders, acknowledgments or other communications. Customer shall not resell any Services without AT&T's written consent. Any legal action arising under this Agreement must commence within 2 years after the cause of action arises. AT&T, its employees, agents, and representatives are not employees, servants, partners, or joint venturers of or with Customer. AT&T is an independent contractor and will at all times direct, control, and supervise all of its employees. This Agreement will be governed by the laws of Texas, without regard to its conflicts of law rules. The Parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. If any provision of this Agreement is determined to be invalid or unenforceable, this Agreement will be construed as if it did not contain such provision. The failure of a Party to insist upon strict performance of any provision of this Agreement in any one or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.



## Agreement for AT&T ILEC Services

### 9. ENTIRE AGREEMENT

This Agreement (including Pricing Schedules and attachments) and the Tariff(s), Guidebook(s), Catalog(s), BSA(s) and/or the AT&T Retail Service Guide, are 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.



Pricing Schedule for AT&T ILEC Services  
Provided in the State of Ohio Pursuant to  
Tariff, Guidebook, or Catalog

Agreement date last signed \_\_\_\_\_

<b>CUSTOMER ("Customer"):</b>		<b>AT&amp;T ("AT&amp;T"):</b>	
City of Massillon		SBC Global Services, Inc. d/b/a AT&T Global Services on behalf of its Affiliates	
<b>CUSTOMER Address</b>		<b>AT&amp;T Address:</b>	
Street Address: 1 James Duncan Plaza		<input type="checkbox"/> 2600 Camino Ramon, San Ramon, CA 94583	
City: Massillon State: OH Zip Code: 44846		<input type="checkbox"/> 225 W. Randolph St., Chicago, IL 60606	
<b>Billing Address (if different)</b>		<input type="checkbox"/> One AT&T Plaza, Dallas, TX 75202	
Street Address:		<input type="checkbox"/> 310 Orange Street, New Haven, CT 06510	
City: State: Zip Code:		<input type="checkbox"/> 2180 Lake Blvd., 7 <sup>th</sup> Floor, Atlanta, GA 30319	
		<input type="checkbox"/> One AT&T Way, Bedminster, NJ 07921	
<b>CUSTOMER Contact (for Contract Notices):</b>		<b>AT&amp;T Sales Contact Information and for Contract Notices:</b>	
Name: Michael Loudiana		Name:	
Title: Director Public Safety		Street Address:	
Telephone:		City: State: Zip Code:	
Fax:		Fax: Email:	
Email:		<u>With a copy to:</u>	
		AT&T Corp.	
		One AT&T Way, Bedminster, NJ 07921-0752	
		ATTN: Master Agreement Support Team	
		Email: mast@att.com	
<b>AT&amp;T Authorized Agent or Representative Information (if applicable):</b>			
Name: Company Name:			
Agent Street Address: City: State: Zip Code:			
Telephone: Fax: Email: Agent Code:			

This Pricing Schedule ("Pricing Schedule") is an attachment to the Agreement between AT&T and Customer referenced above, and is part of such Agreement. The Parties acknowledge and agree that this Pricing Schedule represents individual case pricing that is offered to Customer because of the unique size or configuration of the AT&T business services purchased by Customer, and, where required, that this Pricing Schedule will be filed with the state public utilities commission with competent jurisdiction over the service offering provided hereunder. Service is provided by the AT&T Affiliate identified below as the Service Provider. References to "Pricing Schedule" refer to this Pricing Schedule and any attachment attached hereto, and incorporated by reference herein.

Service Provider: The Ohio Bell Telephone Company dba AT&T Ohio

<b>Customer:</b>	<b>AT&amp;T:</b>
(by its authorized representative)	(by its authorized representative)
By: <u>X</u>	By: _____
Typed or Printed Name: <u>X</u>	Typed or Printed Name: _____
Title: <u>X</u>	Title: _____
Date: <u>X</u>	Date: _____



### GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to the Services subscribed to by Customer under this Pricing Schedule.

#### 1. DEFINITIONS

"Cutover" is when the Service is first provisioned or otherwise available for Customer's use at any single Site at the rates provided in this Pricing Schedule.

#### 2. GENERAL DESCRIPTION OF SERVICE TO BE PROVISIONED, INSTALLED AND MAINTAINED.

The Service(s) described below are provided solely by the AT&T entity or entities identified above and are not jointly provided with any other carrier. Service(s) are provided pursuant to the terms and conditions set forth in the appropriate Tariff, Guidebook, or Catalog.

Centrex Service	<p><u>Centrex Service ("Service")</u> is a local exchange telecommunications service provided by a telecommunications system located in an AT&amp;T local Central Office, which controls the switching of:</p> <ul style="list-style-type: none"><li>• Calls from the exchange network to the Centrex lines,</li><li>• Calls from the Centrex lines to the exchange network,</li><li>• Intercommunicating calls between Centrex lines.</li></ul> <p>For purposes of this Pricing Schedule, Centrex Service is defined to mean the basic system features, the basic station features, and the optional features, but specifically excludes any network facilities and usage provided in conjunction with the Service. AT&amp;T will furnish, install and maintain up to Customer's Network Interface all equipment, cabling and materials necessary to provide the Services in accordance with this Pricing Schedule. Customer's Service location(s) are specified in Attachment 2 of this Pricing Schedule.</p> <p>The features specified in Attachment 3 of this Pricing Schedule are included in the rates and charges specified in Attachment 4 and are available to the Customer at no additional cost. Any optional features are available to the Customer at the then current Tariff rates and charges as set forth in <u>Section 10</u>, Optional Features, below.</p>
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#### 3. TERM START DATE; PRICING SCHEDULE TERM; PROVISION OF SERVICES AFTER PRICING SCHEDULE TERM

<p><u>Pricing Schedule Term and Term Start Date</u></p> <p>For the Service(s) offered under this Pricing Schedule, the Term Start Date shall begin on the later of (1) Cutover of the first Service at the first Customer Site or (2) the date of approval of this Pricing Schedule by an appropriate regulatory body, if regulatory approval is required for this Pricing Schedule for the Service(s). For the Service(s) offered under this Pricing Schedule, the term of this Pricing Schedule shall be thirty-six (36) months after the Term Start Date ("Pricing Schedule Term"). No rates or discounts shall be applied prior to Term Start Date. Upon the expiration of the Pricing Schedule Term, no rates or discounts provided under this Pricing Schedule will apply to the Service(s). For the Service(s) provided under this Pricing Schedule, upon expiration of the Pricing Schedule Term, Customer will have the option to either (a) cease using the Service(s) or (b) continue using the Service(s) on a month-to-month basis until the Service(s) is (are) terminated by either party on thirty days' notice. Unless otherwise agreed by the parties in writing, during the month-to-month extension period following the expiration of the Pricing Schedule Term, the prices for the Service(s) provided under this Pricing Schedule will automatically be the then-current month-to-month prices set forth in the applicable Tariff, Guidebook, or Catalog. After expiration of the Pricing Schedule Term, AT&amp;T may modify rates, terms, and conditions applicable to the Service(s) on thirty days' notice. Notwithstanding anything in the Agreement to the contrary, the Service(s) provided hereunder will not be subject to an automatic extension of the Pricing Schedule Term.</p> <p>This Pricing Schedule will expire when Service(s) or Service Component(s) are no longer provided under this Pricing Schedule.</p>
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<u>Effective Date of Rates and Discounts</u>	<u>Term Start Date</u>
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#### 4. PRICING

The rates and charges stated in this Pricing Schedule are stabilized until the end of the Pricing Schedule Term, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff, Guidebook or Catalog. No discount, promotion, credit or waiver set forth in a Tariff, Guidebook or Catalog will apply unless specifically set forth herein and, when set forth herein, such discount,





promotion, credit or waiver shall only be applied in the manner set forth in the applicable Tariff, Guidebook, or Catalog. No other discount, promotion, credit, or waiver set forth in a Tariff, Guidebook, or Catalog will apply.

#### 5. TARIFF AND REGULATORY REGULATIONS

This Pricing Schedule may be subject to the jurisdiction of a regulatory commission and will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, this Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Services pursuant to the terms and conditions in the Tariff, Guidebook, or Catalog. If approval is required and not obtained, then this Pricing Schedule will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Services not received.

#### 6. INSTALLATION AND CUTOVER

If Term Start Date is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any force majeure event as defined in the "Force Majeure" provision of the Agreement, AT&T shall have the right to extend the Term Start Date for a reasonable period of time equal to at least the period of such delay and consequences.

All equipment, facilities and lines furnished by AT&T are the sole property of AT&T and are provided upon condition that they will be installed, relocated, removed, changed and maintained exclusively by AT&T as it deems appropriate in its sole discretion.

If Customer terminates a Service or Service Component prior to the date Customer's obligation to pay for Services begins as provided in the Master Agreement, Customer will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

Services may include use of certain equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to AT&T Equipment (other than ordinary wear and tear) except to the extent caused by AT&T or its agents.

#### 7. OHIO TERMS AND CONDITIONS

To the extent this Pricing Schedule relates to regulated Services provided in Ohio:

7.1 Inclusion of termination liability in this Pricing Schedule does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability is approved or sanctioned. The Customer is free to pursue its legal remedies should a dispute arise.

7.2 Approval of limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

7.3 In Ohio, Customer is not precluded from disclosing the terms and conditions of this or any Ohio Pricing Schedule to another entity.

#### 8. MINIMUM COMMITMENT AND RATES

##### 8.1. Total Monthly VTPP Recurring Charge

Total Monthly Recurring Charge	\$3,464.74
Customer has elected to pay on a monthly basis for Pricing Schedule Term. The monthly price set forth above includes the monthly VTPP recurring service charge for Service set forth and described in Section 10. below.	

9. Maintenance. AT&T will maintain, at no additional charge to Customer, all the cable and wire from AT&T's Central Office to the Network Interface.

#### 10. Station Line Commitment.

A. Customer will, on the date the Services are first provided to Customer, pay for the following:

182 Voice, electronic key, or Integrated Services Digital Network ("ISDN") lines; (the "Initial Lines");



- B. System Minimum. To continue to qualify for the category of Centrex Service pricing provided by this Pricing Schedule, Customer must at all times during the Pricing Schedule Term subscribe to a minimum of 160 voice, electronic key, ISDN lines or a combination thereof ("System Minimum"). In the event that the number of lines in service is at any time less than the System Minimum, AT&T will bill Customer and Customer will pay for the System Minimum. This obligation shall be continuous throughout the term of this Pricing Schedule whether or not Customer has the System Minimum in service.
- C. Growth. If additional lines are desired at existing or new locations within the same serving Central Office by Customer during the term of this Pricing Schedule, Customer may order and pay for them at the rates specified in Attachment 4. The term "same serving Central Office" means the Central Office out of which AT&T provisions the Service to Customer.

11. Additional Services. Customer recognizes that any Additional Services necessary to make the Services function or purchased at Customer's option will be provided under additional terms, conditions and charges determined in accordance with AT&T's Tariffs, or under separate agreement. Customer will thereafter pay to AT&T the charges associated with the Additional Services in effect. The billing of these charges will begin in the month following that in which the Additional Service is installed.

12. Additional Rates and Charges. Customer shall pay the Additional Rates and Charges (Non-Variable Term Payment Plan - "Non-VTPP") that are associated with the provision of the Services that are set forth in Attachment 5.

13. Station Line Moves, Adds, and Feature Changes. AT&T shall not make any moves, adds, or feature changes of station lines for Customer for a period of thirty (30) days before the Cutover of Services and for seven (7) days after the Cutover. Centrex Mate shall not be used to make moves, adds, and changes during this period.

14. Change in Primary Location. A change of the Primary Locations outside of the same serving Central Office area constitutes a termination of this Pricing Schedule and Termination Charges as specified in the Pricing Schedule shall be paid by Customer to AT&T. The Primary Location is that which is specified in Attachment 2 of this Pricing Schedule. Termination charges will not apply to a move of the primary location to a different serving Central Office when Customer subscribes to the same or greater number of station lines at the new location and a new contract for Centrex Service is established for a term length equal to or greater than the term of this Pricing Schedule, but in no event less than thirty-six (36) months.

15. Optional Features. Customer shall have the option, at any time during this Pricing Schedule, of adding or removing any feature listed in the Centrex Service Tariff. Customer shall thereafter pay to AT&T the then current service establishment and feature charges in accordance with AT&T's Tariff. The billing for such charges shall begin in the month next following that in which the feature is installed.

16. Fiscal Certificate. Where a fiscal certificate is required by law, Customer shall provide it to AT&T and it shall be attached to and become a part of this Schedule.

#### Attachments

- Attachment 1 – General Definitions is incorporated herein by this reference.  
Attachment 2 – Service Locations is incorporated herein by this reference.  
Attachment 3 – Standard Centrex Features is incorporated herein by this reference.  
Attachment 4 – Rates and Non-recurring Charges is incorporated herein by this reference.  
Attachment 5 – Additional Rates and Charges is incorporated herein by this reference.



ATTACHMENT 1  
GENERAL DEFINITIONS

Additional Services	The additional services necessary to make the Services function or those purchased at Customer's option that are provided under additional terms, conditions and charges determined in accordance with AT&T's Tariffs or under separate agreement.
Central Office	A building controlled, owned or leased and maintained by AT&T intended for and consisting of switching systems and related equipment used to provide telecommunications services to its customers generally.
Centrex System	A Central Office based communications system whose system parameters are defined within the common block of the Central Office software.
Common Block	System parameters, which include, but are not limited to, such items as station range and service features associated with a Centrex System.
Centrex Mate	A service that offers the customer a method to change, add or delete features within their Centrex Service.
Network Interface	The designated point that separates AT&T transmission facilities from the Customer distribution facilities as defined in AT&T's Tariff.
Primary Location	Any one contiguous property location of the Customer may be designated by the Customer as the Primary Location.
Station Lines or Lines	A main station of the Centrex system which has full in-dialing privileges, access to and from the attendant position, and intra-system dialing privileges.
Tariff	The rates or charges, rules, regulations, terms and conditions, and/or classifications applicable to Services furnished by AT&T on file with the pursuant to the regulations as provided in the Tariff on file with the Public Utilities Commission of Ohio (PUCO) or the FCC or, if the Service is detariffed, the Catalog or Service Guide.
Variable Term Payment Plan - VTPP	A plan under which Customer selects a variable term (i.e., 36 months, 60 months) during which the Customer contracts to pay fixed monthly rates for various services, for the term of the service period selected. Non-VTPP refers to Services that have Tariff governed rates and charges which are subject to rate changes regardless of the term of the Pricing Schedule (e.g., Network Access, Telephone Numbers, Service and Equipment Charges).



ATTACHMENT 2  
SERVICE LOCATIONS

The primary Service location is:

Location		Switching Wire Center	Quantity
1 James Duncan Plaza		MSLNOH02	88

The additional major Service locations are:

Location		Switching Wire Center	Quantity
2 James Duncan Plaza		MSLNOH02	8
2700 Treatment Rd SW		MSLNOH02	6
233 Erie Street S		MSLNOH02	2
410 Walnut Street		MSLNOH02	8
39 Lincoln Way W		MSLNOH02	2
1428 Walnut Rd Se		MSLNOH02	2
809 Reservoir Dr NE		MSLNOH02	2
2100 Nave St. SE		MSLNOH02	3
2700 Augusta Drive SE		MSLNOH02	6
1 James Duncan Plaza		MSLNOH02	1
1 James Duncan Plaza		MSLNOH02	2
2 James Duncan Plaza		MSLNOH02	9
1 James Duncan Plaza		MSLNOH02	2
153 Lincoln Way E		MSLNOH02	31
3000 Erie St		MSLNOH02	1
100 Lincoln Way E		MSLNOH02	14





ATTACHMENT 3  
STANDARD CENTREX FEATURES

Basic Features for All Centrex Service Types (except where noted):

Centrex Mate (ONLY AVAILABLE AT NO EXTRA CHARGE FOR CUSTOMERS SUBSCRIBING TO 7 OR MORE STATION LINES)

Call Diverting (Standard Arrangements)  
Call Forward of Call Waiting Calls (*not available for ISDN*)  
Call Forwarding - Busy (w/Internal/External Split)  
Call Forwarding - Don't Answer (w/Internal/External Split, Ring Cycles, Call Waiting Interaction, Station Activation, To External Number)  
Call Forwarding - Variable  
Call Hold  
Call Pickup (First in - First out)  
Call Transfer (Intra-system) - All (Blind Transfer Recall)  
Call Waiting (Terminating only - Incoming Calls) (*not available for ISDN*)  
Cancel Call Waiting  
Conference Calling, Three-Way  
Consultation Hold  
Direct Inward Dialing  
Direct Outward Dialing  
Distinctive Ringing and Call Waiting Tone  
End to End Signaling  
Equal Access for Inter LATA Calling  
Hunting - Arrangements  
Intercom Calling  
Executive Busy Override  
Executive Busy Override - Exempt  
Message Waiting Indicator - Audible  
Night Answer (all versions) (*not available for ISDN*)  
Speed Calling - Short  
Touch-Tone  
Transfer Calls to Restricted Station (*not available for ISDN*)  
Usage Billing by Line Number



ATTACHMENT 4  
RATES AND NON-RECURRING CHARGES ("NRCs")

VTPP Items (Contract)

	<u>36 Month Rate</u>	<u>NRC*</u>
<u>Service Establishment Charge</u> , per System	\$ 0.00	\$ 575.00
<u>Voice Line</u> , Each,	\$ 5.96	\$ 12.00
<u>Intercom Lines</u> , Each (Service Area D)	\$ 11.96	\$ 0
<u>Network Access Lines</u> , Each	\$ 15.73	\$ 0
<u>Central Office Termination</u> , Each	\$ 4.12	\$ 0

Non-VTPP Rates and Charges (As Specified on Attachment 5)

<u>Telephone Number(s)</u> , Each	\$ .25**
<u>End User Common Line Charge</u> , Each	\$ 5.38**
<u>E-911 Charge</u> , Each	\$ .12**
<u>Universal Service Fund</u> , Each	\$ .08**

\*These NRCs apply for new or growth Centrex Systems and Centrex lines only.

\*\*These Rates and Charges are governed by Tariff and may vary over the Pricing Schedule Term, they are listed here strictly as a convenience to the Customer.



Pricing Schedule for AT&T ILEC Services  
Provided in the State of Ohio Pursuant to  
Tariff, Guidebook, or Catalog

Agreement date last signed \_\_\_\_\_

ATTACHMENT 5  
ADDITIONAL RATES AND CHARGES

Non-VTPP Rates and Charges

Network Access The Centrex station to PBX trunk equivalent schedule is used by AT&T to determine the quantity of non-residence network access lines, PBX Central Office terminations and PBX message usage packages required for each Centrex system. The rates and charges for these items are provided for in the AT&T Tariff, P.U.C.O. NO. 20, Part 4, Section 2.

Telephone Numbers Telephone Numbers are provided at the rates and charges specified in the AT&T Tariff, P.U.C.O. NO. 20, Part 8, Section 8.

Services and Equipment Charges apply to establish service for Centrex station lines as provided for in the AT&T Tariff, P.U.C.O. NO. 20, Part 3, Section 1. These charges may vary over the term of the Pricing Schedule.

Program Change Charge is a non-recurring charge per line programmed for a change of standard feature capabilities after the initial activation by AT&T. This charge may vary over the term of the Pricing Schedule.



## Confirmation of Service Order

<b>Customer ("Customer")</b>  CITY OF MASSILLON 1 JAMES DUCAN PLAZA MASSILLON, OH 44646 USA	<b>AT&amp;T ("AT&amp;T")</b>  For purposes of this Confirmation of Service Order, AT&T means the Service Provider specifically identified herein with a place of business at: <input type="checkbox"/> 2600 Camino Ramon, San Ramon, CA 94583 <input checked="" type="checkbox"/> 225 W. Randolph St., Chicago, IL 60606 <input type="checkbox"/> One AT&T Plaza, Dallas, TX 75202 <input type="checkbox"/> 310 Orange Street, New Haven, CT 06510 <input type="checkbox"/> 2180 Lake Blvd., 7th Floor, Atlanta, GA 30319 <input type="checkbox"/> One AT&T Way, Bedminster, NJ 07921
<b>Customer Contact (for notices)</b>  Name: MICHAEL LOUDIANA Title: SAFETY-SERVICE DIREC Telephone: 330 830 1700 Fax: E-Mail: Address, if different from above:	<b>AT&amp;T Contact (for notices)</b>  Account Rep Name: KIM ESTERLE Title: Authorized Distributor Street Address: 3554 BRECKSVILLE RD 200 City: RICHFIELD State: OH Zip Code: 44286  With a copy to: AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com

Customer agrees to purchase CompleteLink 2.0 ("CompleteLink 2.0 Plan", or the "Plan"), in the quantities and according to the prices and terms and conditions set forth herein and in the applicable Tariff, Guidebook, Catalog, or AT&T Retail Service Guide which may be found at [att.sbc.com/search/tariffs.jsp](http://att.sbc.com/search/tariffs.jsp), [serviceguide.att.com/ABS/ext/index.cfm](http://serviceguide.att.com/ABS/ext/index.cfm), [cpr.bellsouth.com/index2.html](http://cpr.bellsouth.com/index2.html) or other locations AT&T may designate. If there is a conflict between this Confirmation of Service Order ("Order") and the Tariff, Guidebook, or Catalog, the Tariff, Guidebook, or Catalog will take priority, except in those states where AT&T is an ILEC (Incumbent Local Exchange Carrier as that term is defined in the industry) and no tariff applies, then the applicable Retail Service Guide shall control. CompleteLink 2.0 Plan is provided by the AT&T Affiliate(s) identified below as the Plan Provider.

<b>Customer (by its authorized representative)</b>	<b>AT&amp;T (by its authorized representative)</b>
By: <u>X</u>	By: _____
Name: MICHAEL LOUDIANA	Name: _____
Title: SAFETY-SERVICE DIREC	Title: _____
Date: <u>X</u>	Date: _____





Service Provider and Tariff, Guidebook or Catalog (or, in the case of Indiana, the AT&T Retail Service Guide): (check only one)

<input type="checkbox"/>	Pacific Bell Telephone Company d/b/a AT&T California CAL P.U.C. NO. A6
<input type="checkbox"/>	Illinois Bell Telephone Company d/b/a AT&T Illinois ILL. C.C. NO. 19
<input type="checkbox"/>	Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana Retail Service Guide, Part 4
<input type="checkbox"/>	Michigan Bell Telephone Company d/b/a AT&T Michigan M.P.S.C. NO. 20R, Part 4
<input checked="" type="checkbox"/>	The Ohio Bell Telephone Company d/b/a AT&T Ohio P.U.C.O. NO. 20, Part 4
<input type="checkbox"/>	Wisconsin Bell, Inc. d/b/a AT&T Wisconsin P.S.C. of W. 20, Part 4
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Arkansas General Exchange, Section 53
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Kansas General Exchange, Section 61
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Missouri General Exchange, Section 58
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Oklahoma General Exchange, Section 47
<input type="checkbox"/>	Southwestern Bell Telephone Company d/b/a AT&T Texas Local Exchange, Section 1

This Order between AT&T and Customer for CompleteLink® 2.0 Plan, an optional volume discount plan, will be effective on the date of execution hereof. The Term of this Order will begin on the date all Billing Account Telephone Numbers ("BTNs", or "ATNs") listed on Attachment B are entered into the AT&T billing system ("Commencement Date") and will continue for the Term Length specified in Attachment A (the "Term"). Unless otherwise agreed to by the parties in writing prior to the term expiration date of the CompleteLink® 2.0 Order, if Customer does not execute a new CompleteLink 2.0 Plan term agreement on or before the expiration date of this Order, this Order will terminate, and the services under this Order will be billed at the then-current month-to-month subscription rates set forth in the controlling Tariff, Guidebook or Catalog for each service will apply, and all discounts provided under this Order will no longer apply.

Customer accepts the terms and conditions of the Plan which are set forth in any applicable Tariff, Guidebook, Catalog or Retail Service Guide, and Attachment A, each of which is incorporated by reference herein, including, but not limited to, the terms and conditions related to the MARC (as defined later) and Annual Under Utilization Charges and Early Termination Charges. The applicable state Tariff(s), Guidebook(s), Catalog(s) or AT&T Retail Service Guide describes the services which are eligible for discounts under the Plan. The terms and conditions provided below are provided herein for convenience only and do not supercede or modify the Tariff(s), Guidebook(s), Catalog(s) or AT&T Retail Service Guide in any way. In the event a Tariff, Guidebook, Catalog or AT&T Retail Service Guide provision, term or condition is changed in any way, the following is hereby modified at the same time to reflect that change.

The discounts will appear within the first or second billing statement after AT&T receives an executed Order (including signed Attachments) and the Plan information is entered into the AT&T billing system.

The following terms and conditions apply to the Plan.

1. Main Billed Telephone Number. Customer must specify one of its accounts listed on Attachment B hereto as its "Main Billed Telephone Number", and this Order is governed by the laws, Tariff, Guidebook, Catalog or AT&T Retail Service Guide, rules and regulations of the state in which the Main Billed Telephone Number is installed. The designated Main Billed Telephone Number must be one which appears on a bill currently rendered by AT&T as the local service provider. AT&T must be the local service provider for all BTNs and ATNs listed on Attachment B.
2. Failure to Meet Minimum Annual Revenue Commitment. If Customer's actual billings for "Contributory Services" are less than the customer-selected MARC, Customer will be billed an "Annual Under Utilization" charge equal to the difference between the MARC and the billings for Contributory Services during the just prior 12-month period. For purposes of this Order and the Plan, "Contributory Services" are specified in the applicable Tariff, Guidebook, Catalog or Retail Service Guide.
3. Early Termination Charge. In the event Customer terminates this Order prior to the expiration of the Term, Customer shall be liable for an Early Termination charge. The Early Termination charge shall be calculated as follows:
  - A. 50% of the MARC multiplied by the number of years remaining in the Term of this Order. If the termination includes calculation for a partial year, if the amount of relevant billings is less than Customer's MARC commitment, Customer shall pay to AT&T the difference between 50% of the MARC for that period of time and the actual amount of billings of Contributory Services for the same period of time.)
  - B. If Customer's Main Billed Telephone Number is in the State of Illinois, termination charges will equal the amount of "Unearned Discounts" for up to the 12-month period immediately preceding termination. For purposes of this Order, Unearned Discount shall mean an amount that results from subtracting the discounted price Customer paid for each service under the Plan, and the price Customer would have paid under the longest term plan Customer would have qualified for if it had not entered into this Order, based upon the actual time the Customer retained the Plan, or, if



under this analysis Customer would not qualify for any plan then offered by Company, the Early Termination charge shall be calculated based upon month-to-month rates for each service.

- C. In addition to the Early Termination charge described above, upon an early termination, Customer shall be liable for Early Termination charges for any accelerated discount Customer received for entering into this Order. The accelerated discount Early Termination charge shall equal 50% of the accelerated discount received, prorated for the number of months remaining under this Order. Customer's Early Termination charge liability shall be offset by the amount of any early termination charges incurred by Customer as a consequence of Customer discontinuing an AT&T eligible term agreement for a Contributory Service. Early Termination charges for Accelerated Discounts shall not be offset by other early termination charges.
4. Early Termination Charge Exemptions. Early Termination charges may not apply under the following conditions. Each condition is at AT&T's option, at Customer's request:
- A. Satisfaction Guarantee. If within 90 days of the Commencement Date Customer may terminate this Order without Early Termination charge liability, except if Customer had terminated another AT&T toll, access or usage term plan to subscribe to this CompleteLink 2.0 Plan, the Customer is not eligible for this Satisfaction Guarantee. In addition, if Customer received an accelerated discount upon entering into this Order, the amount of the accelerated discount shall be charged to Customer's Main Billed Telephone number monthly statement or final bill.
- B. Unless this Order has a MARC of \$3,000.00, Customer may, at any time during the Term, replace a Contributory Service under this Order with a service identified as "Replacement Service" in the applicable Tariff, Guidebook, Catalog or AT&T Retail Service Guide and if as a direct result of that replacement the Customer's annual spending for Contributory Services results in a reduced spending for contributory services that is 50% or less than Customer's MARC and the next lower MARC, Customer may terminate this Order without Early Termination charge liability provided: a) Customer enters into a new CompleteLink 2.0 term agreement for a term which is equal to or greater than the time remaining on this Order, and b) the MARC on the new agreement is the next lower MARC to that selected under this Order.
- C. Business Downturn MARC Downgrade: For purposes of this Order, the term "Business Downturn" is defined as an unplanned, measurable change in business conditions affecting Customer's business that was outside of Customer's control and that materially and negatively affected Customer's need for the level of AT&T Contributory Services. This provision may be invoked by Customer no earlier than on the 1st year anniversary date (based on the Commencement Date) of a two or three-year term agreement, or no earlier than after the end of the 2nd anniversary date for a five-year term agreement. To invoke this provision, Customer must provide in writing to AT&T the facts which support its request for Business Downturn, and AT&T will solely determine whether Customer's supporting materials describe a situation which constitutes a Business Downturn under this Order. Upon AT&T's determination that a Business Downturn has occurred, Customer and AT&T shall then negotiate in good faith an appropriate and commercially reasonable change to Customer's commitments hereunder. Examples of appropriate and commercially reasonable changes are (but are not limited to) a modification to the term length, price, MARC, or combination thereof. The Parties shall continue performance under this Order during AT&T's determination and the negotiations. If no agreement can be reached regarding a change to the Customer's commitments, then the rates, MARC, terms and conditions of this Order shall remain in effect for its Term. Customer may invoke this provision only once during the Term of this Order. Customer specifically acknowledges the transfer or substitution of the contributory services to a provider other than an AT&T company during the Term which results in a reduction in the projected annual spending for Contributory Services under this Order does not qualify as a business downturn.
- D. During the Term of this Order, Customer may terminate without liability provided: a) Customer enters into a new CompleteLink 2.0 service agreement for a term period which is equal to or greater than the time remaining on this Order, and b) the MARC on the new agreement is equal to or greater than the MARC under this Order.
5. The attachments hereto are incorporated by reference herein.



AT&T ILEC CompleteLink® 2.0

Confirmation of Service Order

For internal use only			
Is this CompleteLink 2.0 associated with ABN Complete?			<input type="checkbox"/> YES <input type="checkbox"/> NO
AT&T Sales Representative - Please submit Customer Signed contract in e-mail or mail:			E-Mail: Midwest - m19140@atl.com OR Mail: 225 W. Randolph St., 9C, Chicago, IL 60606
Sales Contact	KIM ESTERLE (4829608)	AT&T Branch Office	US NETWORK
Sales Phone #	216 696 7575	AT&T Business Center Location	
Sales Fax #	216 696 1181	Program Code	
Sales E-Mail:			

End of Document



Attachment A  
to

AT&T ILEC CompleteLink® 2.0 Confirmation of Service Order

The following information must be completed for the Order to be valid. The information below shows the MARC selected by Customer, the term length, and total volume discount associated with this CompleteLink 2.0 Plan. It also illustrates other applicable rates and/or specific discounts for the specified services per state. This Attachment is effective only when executed along with the AT&T ILEC CompleteLink 2.0 Confirmation of Service Order.

Minimum Annual Revenue Commitment (MARC) Customer will receive a volume discount according to the Schedule below based upon the Customer-selected MARC. Maximum Annual Discount (MAD) is the maximum discount on annual basis per MARC level.	
MARC	12000 MAD \$1750
Term Length	3 Yrs.
Volume Discount	6.00%
Feature Discount	40% discount will be applied to those features listed in AT&T's state Tariffs, Guidebooks, Catalogs or Retail Service Guide

IntraLATA Intrastate Toll (Enter only those which apply or select N/A)

Arkansas	N/A	California	N/A	Kansas	N/A	Illinois	N/A
Indiana	N/A	Michigan	N/A	Missouri	N/A	Ohio	\$0.053
Oklahoma	N/A	Texas	N/A	Wisconsin	N/A		

IntraLATA Interstate Rate (Enter only those which apply or select N/A)

Illinois	N/A	Indiana	N/A	Michigan	N/A	Ohio	\$0.11
Wisconsin	N/A						

Local Usage Rates/Discounts (Enter only those which apply or select N/A)

California - Zone 1 & Zone 2: N/A	Illinois Band A: N/A	Michigan - Specific Price Point Per message Rate: N/A	Ohio - Specific Price Point Per message Rate: \$0.0550	Wisconsin - Specific Price Point Per message Rate: N/A
	Illinois Band B: N/A			
California - Zone 3: N/A	Illinois Band C: N/A	50% - Service Level Discount. Does not apply to Per message rate above.	35% - Service Level Discount. Does not apply to Per message rate above.	60% - Service Level Discount. Does not apply to Per message rate above.

Other Discounts which may apply: (Enter only those which apply or select N/A)

Arkansas	N/A	California	N/A	Kansas	N/A	Illinois	N/A
Indiana	N/A	Michigan	N/A	Missouri	N/A	Ohio	N/A
Oklahoma	N/A	Texas	N/A	Wisconsin	N/A		

The CompleteLink 2.0 Business Access Line Rates listed in AT&T's state Tariffs, Guidebooks, Catalogs or Retail Service Guide, and where available by state, will apply to the Billed Telephone Numbers (BTN)s, and the associated working telephone numbers billed under the BTN(s), which are listed on the CompleteLink 2.0 Attachment B.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By: <input checked="" type="checkbox"/>	By: _____
Name: MICHAEL LOUDIANA	Name: _____
Title: SAFETY-SERVICE DIREC	Title: _____
Date: <input checked="" type="checkbox"/>	Date: _____

AT&T ILEC CompleteLink 2.0 Confirmation of Service Order  
Plan BTN List

The following information must be completed for this Agreement to be valid. Only those Billed Telephone Numbers (BTN) (also referred to as Account Telephone Number(s), ATN) that are specified below are included in the Plan. (The BTN/ATN appears in the top, right corner of the Customer's bill. The Customer Code is the 3-digit number following the 10-digit BTN.)(1) Except as required by law, a Plan is not transferable to, or may not be assumed by, a customer or customers other than the Customer of record without prior written consent of AT&T companies. Telephone numbers for the following categories of service are not valid BTNs: pager, cell phone, pay phone, and residential.

[illegible]

<sup>1</sup> Product discounts will be applied on each BTN bill and the amount of the Customer's total discount will be prorated to each bill based upon that specific account's billing volume Eligible Services. Early Termination Fees and Under Utilization Charges will be billed to the Main Billed Telephone Number specified above.

Customer Signature

END OF DOCUMENT

## Verification of Competitive Offer

My signature on the bottom of this form serves as verification that I, as an authorized

representative of City of Mesquite, have seen the attached proposal  
(customer business name)

for telecommunications services from McLeod USA, and that I  
(name of competitive carrier)

am considering this offer for the telecommunication services.

X  
(name of customer contact)

X  
(signature of customer contact)

X  
(date)

AT&T Representative:

Please submit this form to Contract Management, along with the CompleteLink Confirmation of Service Order and copy of competitive quote or bill information.

September 2006



DATE: OCTOBER 1, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 114 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Solid Waste Fund, Municipal Court Indigent Driver Alcohol Fund, Municipal Court Capital Improvement Fund, 1401 Income Tax Capital Improvement Fund, Home Health Fund and the Bond Retirement WWT Fund, for the year ending December 31, 2007, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Solid Waste Fund, for the year ending December 31, 2007, the following:

\$40,000.00 to an account entitled "Salary"	2102.605.2110
\$15,000.00 to an account entitled "Overtime"	2102.605.2119

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Municipal Court Indigent Driver Alcohol Fund, for the year ending December 31, 2007, the following:

\$55,000.00 to an account entitled "Services/Contracts" 1225.125.2392

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Municipal Court Capital Improvement Fund, for the year ending December 31, 2007, the following:

\$15,000.00 to an account entitled "Parking Lot Improvements" 1204.125.2530

Section 4:

There be and hereby is appropriated from the unappropriated balance of the 1401 Income Tax Capital Improvement Fund, for the year ending December 31, 2007, the following:

\$9,324.00 to an account entitled "Valerie Avenue NE"	1401.435.2515
\$2,000.00 to an account entitled "Springhaven Circle NE"	1401.435.2514

Section 5:

There be and hereby is appropriated from the unappropriated balance of the Home Health Fund, for the year ending December 31, 2007, the following:

\$7,000.00 to an account entitled "Home Health Supplies" 1235.705.2410

\$3,000.00 to an account entitled "Home Health Services/Contracts" 1235.705.2392

Section 6:

There be and hereby is appropriated from the unappropriated balance of the Bond Retirement WWT Fund, for the year ending December 31, 2007, the following:

\$1,500.00 to an account entitled "Fees" 1305.940.2393

Section 7:

This Ordinance is hereby declared to be an emergency measure, for the efficient operation of the various departments of the City of Massillon and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2007

APPROVED: \_\_\_\_\_  
MARY BETH BAILEY, CLERK OF COUNCIL      GLENN E. GAMBER, PRESIDENT

APPROVED: \_\_\_\_\_  
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: OCTOBER 1, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 115 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE reducing the appropriation in the Golf Course Fund, of the City of Massillon, for the year ending December 31, 2007, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The appropriations are hereby reduced in the Golf Course Fund, for the year ending December 31, 2007, as follows:

\$50,000.00 from an account entitled "Supplies/Materials/Postage"	2104.920.2410
\$46,000.00 from an account entitled "Services/Contracts"	2104.920.2392
\$45,000.00 from an account entitled "Salary-Legends"	2104.920.2110
\$10,387.65 from an account entitled "PERS"	2104.920.2230
\$ 2,722.07 from an account entitled "Workers Comp"	2104.920.2270
\$ 1,934.88 from an account entitled "Hosp/Dental/Eye"	2104.920.2210
\$ 1,500.00 from an account entitled "Sales Taxes"	2104.920.2390
\$ 1,157.81 from an account entitled "Gas and Oil"	2104.920.2430
\$ 797.59 from an account entitled "Medicare"	2104.920.2231
\$ 500.00 from an account entitled "Travel/Seminar"	2104.920.2389

Section 2:

This Ordinance is hereby declared to be an emergency measure, for the efficient operation of the various departments of the City of Massillon and for the preservation of the public health, safety and welfare of the community and for the additional reason that the appropriation needs to be reduced because of an audit procedure. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

*2<sup>nd</sup> page is the signature page*



DATE: OCTOBER 1, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 116 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into the Planned Service Agreement with Johnson Controls for the maintenance of heating and air conditioning for the Wastewater Treatment Plant, City Hall and Fire Stations 1, 2, 3 and 4, Municipal Annex Building and the City Garage, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to enter into the Planned Service Agreement with Johnson Controls for the maintenance of heating and air conditioning for the Wastewater Treatment Plan, City Hall, Fire Stations 1, 2, 3 and 4, Municipal Annex Building and the City garage. This is for a one year continuation on the current ten year contract.

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the reason that it is necessary to continue the contract with Johnson Controls for the maintenance of the heating and air conditioning of the various buildings located within the City of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

*2<sup>nd</sup> page is the signature page*

DATE: OCTOBER 1, 2007

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

*passed*  
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 117 - 2007

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon to enter into a contract with Public Entities Pool of Ohio (PEP) for the vehicle, property, general and public official liability, and law enforcement coverage for the City of Massillon, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary and in the public health, safety and welfare to enter into contract with Public Entities Pool of Ohio (PEP) for the vehicle, property, general and public official liability, and law enforcement coverage for the City of Massillon.

Section 2:

The Director of Public Service and Safety of the City of Massillon is hereby authorized to enter into contract with Public Entities Pool of Ohio (PEP) for the vehicle, property, general and public official liability, and law enforcement coverage for the City of Massillon.

Section 3:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the additional reason that it is necessary to enter into a contract with Public Entities Pool of Ohio (PEP) as the previous policies are about to expire and the renewal is due in September, 2007. In addition it is necessary to maintain insurance coverage for the City. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

*2<sup>nd</sup> page is the signature page*

### **Coverage Summary**

The following coverages are being offered. Schedules and Statements of Value are included as supplemental documents at the back of the proposal. The items listed on the Schedules and SOV are covered by this proposal.

<b>Coverages</b>	<b>Contribution</b>
<b><u>Legal Liability - Third Party Claims Coverage</u></b> \$2,000,000. Per Occurrence; \$10,000. Deductible Employee Benefits Liability @ \$100,000./1,000. Deductible Medical Expense (other than auto) @ \$5,000.	\$85,818
<b><u>Automobile Liability Coverage</u></b> \$2,000,000. Each Accident; \$0. Deductible Uninsured/Underinsured Motorists @ \$100,000./\$100,000. Medical Expense @ \$1,000.	\$44,062
<b><u>Law Enforcement Operations Coverage</u></b> \$2,000,000. Per Occurrence; \$10,000. Deductible	\$23,009
<b><u>Wrongful Acts Coverage</u></b> \$2,000,000. Per Occurrence; \$10,000. Deductible	\$16,065
<b><u>Automobile Physical Damage</u></b> See attached Statement of Values for Coverages & Deductibles	\$72,444
<b><u>Property Coverage</u></b> See attached Statement of Values for Coverages & Deductibles Earthquake @ \$5,000/\$25,000 deductible Flood @ \$5,000,000/\$25,000 deductible, excludes zones A & V T&G@ \$270,000/\$2,500 deductible (\$10,000 max any one)	\$82,997
<b>Total Contribution:</b>	<b>\$324,395.00</b>

**Payable to PEP      Total Amount Due: \$324,395.00**

#### **Optional Quotes:**

Liability Limits @ \$3,000,000	\$19,729 additional
Liability Limits @ \$4,000,000	\$30,679 additional
Liability Limits @ \$5,000,000	\$37,028 additional

**(OPTIONAL LIMITS ARE AVAILABLE AT YOUR REQUEST.)**



### Coverage Summary

The following coverages are being offered. Schedules and Statements of Value are included as supplemental documents at the back of the proposal. The items listed on the Schedules and SOV are covered by this proposal.

#### Coverages

#### Contribution

##### Legal Liability - Third Party Claims Coverage

\$6,431

\$2,000,000. Per Occurrence; \$2,500. Deductible

Employee Benefits Liability @ \$100,000./2,500. Deductible

Medical Expense (other than auto) @ \$5,000.

##### Wrongful Acts Coverage

Included

\$2,000,000. Per Occurrence; \$2,500. Deductible

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Total Contribution: \$6,431.00

Payable to PEP Total Amount Due: \$6,431.00

#### Optional Quotes:

Liability Limits @ \$3,000,000

\$1,060 additional

Liability Limits @ \$4,000,000

\$2,020 additional

Liability Limits @ \$5,000,000

\$2,844 additional

(OPTIONAL LIMITS ARE AVAILABLE AT YOUR REQUEST.)