

CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Regular City Council Meeting Agenda
Monday, October 17, 2011
7:30 p.m.

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. RECOGNITION OF COMMISSION MEMBERS
5. ACCEPTANCE OF AGENDA

6. MINUTES
 - A. Council 10/03/11
 - B. Election Commission 10/06/11, w/recommendations
 1. Certification of Election Inspectors and Receiving Board
 - C. Historical Commission 07/14/11
 - D. Senior Citizens Commission 09/10/11
 - E. Senior Citizens Commission 10/04/11, w/recommendation:
 1. Appointment – Mayoral
 - a. Biographical Sketch – Mary Hyduk
 - b. Biographical Sketch – Donald Witt

7. COMMUNICATIONS
 - A. Application for Permit/License to Solicit
 1. Application 09/28/11 – Steven Walsh
 - B. Monthly Financial Report – September 2011

8. BIDS / PROPOSALS/ CONTRACTS
 - A. Contract: Voice/Data Services – AT&T
 1. Memo 10/11/11 – Information Technology Manager
 2. Service Agreement: AT&T ILEC ISDN Prime Service w/DS1 Service
 3. AT&T ILEC Completelink 2.0 – Confirmation of Service Order
 4. AT&T ILEC Centrex Service – Confirmation of Service Order
 5. Service Agreement: AT&T Metro Blitz DS1 Service
 - B. Contract: SMART Municipal and Community Credits Contract for FY 2012
 1. Memo 10/07/11 – Executive Assistant/PAATS Representative
 2. Letter 08/08/11 – SMART
 3. Municipal Credit and Community Credit Contract for FY 2012

C. Contract: Sewer Line Root Control

1. Memo 10/07/11 – Director of Public Services

9. NEW BUSINESS

10. ADJOURNMENT

Lisa Kay Hathaway, MMC
City Clerk

IN ACCORDANCE WITH PUBLIC ACT 267 (OPEN MEETINGS ACT)
POSTED AND COPIES GIVEN TO NEWSPAPERS

The City of Grosse Pointe Woods will provide necessary, reasonable auxiliary aids and services, such as signers for the hearing impaired, or audio tapes of printed materials being considered at the meeting to individuals with disabilities. All such requests must be made at least five days prior to a meeting. Individuals with disabilities requiring auxiliary aids or services should contact the City of Grosse Pointe Woods by writing or call the City Clerk's office, 20025 Mack Plaza, Grosse Pointe Woods, MI 48236 (313) 343-2440 or Telecommunications Device for the Deaf (TDD) 313 343-9249.

<p>NOTE TO PETITIONERS: YOU, OR A REPRESENTATIVE, ARE REQUESTED TO BE IN ATTENDANCE AT THE MEETING SHOULD COUNCIL HAVE QUESTIONS REGARDING YOUR REQUEST</p>
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6A

COUNCIL
10-03-11 - 120

MINUTES OF THE REGULAR CITY COUNCIL MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON MONDAY, OCTOBER 3, 2011, IN THE COUNCIL-COURT ROOM OF THE MUNICIPAL BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The meeting was called to order at 7:30 p.m. by Mayor Novitke.

Roll Call: Mayor Novitke
Council members: Bryant, Howle, Ketels, Sucher
Absent: Granger, McConaghy

Also Present: City Attorney Don Berschback
Treasurer/Comptroller Irby
City Clerk Hathaway
Director of Public Works Ahee
Building Inspector Tutag

Motion by Ketels, seconded by Bryant, that Council Members Granger and McConaghy be excused from tonight's meeting.

Motion carried by the following vote:

Yes: Bryant, Howle, Ketels, Novitke, Sucher
No: None
Absent: Granger, McConaghy

Council, Administration, and the audience Pledged Allegiance to the Flag.

The following Commission members were in attendance:

Eric Reiter, Beautification Advisory Commission
Al Dickinson, Planning Commission
Richard Shetler Jr., Senior Citizens Commission
Gordon Michaelson, Historical Commission

Motion by Bryant, seconded by Ketels, that all items on tonight's agenda be received, placed on file, and taken in order of appearance.

Motion carried by the following vote:

Yes: Bryant, Howle, Ketels, Novitke, Sucher
No: None
Absent: Granger, McConaghy

Motion by Howle, seconded by Sucher, regarding **appointment – Historical Commission**, that the City Council voice no objection to the Mayoral appointment of Lynne Millies to the Historical Commission with a term to expire December 31, 2013.

Motion carried by the following vote:

Yes: Bryant, Howle, Ketels, Novitke, Sucher
No: None
Absent: Granger, McConaghy

Motion by Bryant, seconded by Sucher, that the following minutes be approved:

1. City Council Minutes dated September 19, 2011, as corrected;
2. Committee-of-the-Whole August 15, 2011, as submitted.

Motion carried by the following vote:

Yes: Bryant, Howle, Ketels, Novitke, Sucher
No: None
Absent: Granger, McConaghy

Motion by Howle, seconded by Bryant, regarding **method of payment for recreational activities – credit cards and fees** as recommended by the Citizens Recreation Commission at their meeting on September 13, 2011, that the City Council refer these items to a future Committee-of-the-Whole.

Motion carried by the following vote:

Yes: Bryant, Howle, Ketels, Novitke, Sucher
No: None
Absent: Granger, McConaghy

DISCUSSION CONTINUED AT 7:38 P.M. REGARDING THE VARIANCE REQUESTS OF MICHAEL AND ERIN GORMELY, 19958 E. EMORY CT., GROSSE POINTE WOODS, WHO ARE REQUESTING PERMISSION TO ERECT A 6' SOLID PRIVACY FENCE, WHICH HAS BEEN DENIED DUE TO NONCOMPLIANCE WITH SECTION 8-284(1) WITH RESPECT TO RECEIVING CONSENT FROM THE ADJOINING NEIGHBORS AND SECTION 8-279(1) WITH RESPECT TO A LACK OF OPENINGS THROUGH THE LENGTH AND HEIGHT OF THE FENCE.

The Petitioner requested delaying further discussion on this request to a future date to afford an opportunity for the full City Council to be present.

Motion by Bryant, seconded by Howle, regarding fence variance: Michael and Erin Gormely, 19958 E. Emory Ct., that the City Council postpone a decision on these variances until November 7, 2011.

Motion carried by the following vote:

Yes: Bryant, Howle, Ketels, Novitke, Sucher

No: None

Absent: Granger, McConaghy

Motion by Ketels, seconded by Bryant, regarding **Santa Claus parade**, that the City Council donate \$1,000.00 to Grosse Pointe Village Association Santa Parade, to be paid from Special projects Account No. 101-101-957.000.

Motion carried by the following vote:

Yes: Bryant, Howle, Ketels, Novitke, Sucher

No: None

Absent: Granger, McConaghy

Motion by Howle, seconded by Ketels, regarding **Application for Permit/License – Refuse Vendor**, that the City Council approve William Robert McDaniel, 4675 Bedford St., Detroit, Michigan, for a 2011 refuse vendor license.

Motion carried by the following vote:

Yes: Bryant, Ketels, Novitke
No: Howle, Sucher
Absent: Granger, McConaghy

Motion by Bryant, seconded by Howle, regarding **request to use Lake Front Park Parking Lot: Assumption Greek Orthodox Church 19th Senior Expo**, that the City Council approve the request of Assumption Greek Orthodox Church to park in Lake Front Park's parking lot during the Senior Expo on Thursday, October 13, 2011, from 7:30 a.m. to 3 p.m.

Motion carried by the following vote:

Yes: Bryant, Howle, Ketels, Novitke, Sucher
No: None
Absent: Granger, McConaghy

Motion by Bryant, seconded by Ketels, regarding **contract: 2011 Fall Tree Planting**, that the City Council award the 2011 Fall Tree Planting contract to Marine City Nursery in a total amount not to exceed \$9,935.00; \$9,200.00 for 50 trees, and \$735.00 for 7 -5' blue spruce trees to be planted between the DPW and Assumption Church, funds to be taken from Account No. 401-902.977.400.

Motion carried by the following vote:

Yes: Bryant, Howle, Ketels, Novitke, Sucher
No: None
Absent: Granger, McConaghy

Motion by Howle, seconded by Bryant, that the City Attorney statements dated September 27, 2011, from the City Attorneys be approved for payment:

City Attorney Don Berschback in the amount of \$3,487.50;
City Attorney Charles Berschback in the amount of \$3,677.00.

Motion carried by the following vote:

Yes: Bryant, Howle, Ketels, Novitke, Sucher

No: None

Absent: Granger, McConaghy

Motion by Howle, seconded by Bryant, to adjourn tonight's meeting at 8:13 p.m.
PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway
City Clerk



ELECTION COMMISSION
10-06-11

MINUTES OF THE ELECTION COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS
HELD ON THURSDAY, OCTOBER 6, 2011, IN THE CONFERENCE ROOM OF THE MUNICIPAL
BUILDING, 20025 MACK PLAZA, GROSSE POINTE WOODS, MICHIGAN.

The Chair called the meeting to order at 9:15 a.m.

Roll Call: Chair/City Clerk Lisa Hathaway
 City Attorney Don Berschback

Also in attendance: Council Member Vicki Granger

Motion by Berschback, seconded by Hathaway, to excuse Vicki Granger from today's meeting.

Motion carried by the following vote:

Yes: Berschback, Hathaway
No: None
Absent: Granger

Motion by Berschback, seconded by Hathaway, that all items on the agenda be received, placed on file,
taken in order of appearance.

Motion carried by the following vote:

Yes: Berschback, Hathaway
No: None
Absent: Granger

The purpose of the meeting was to discuss the November 8, 2011, General Election.

Motion by Berschback, seconded by Hathaway, regarding the **draft ballot**, that the Commission receive,
place on file, and approve the ballot as presented.

Motion carried by the following vote:

Yes: Berschback, Hathaway
No: None
Absent: Granger

Motion by Berschback, seconded by Hathaway, regarding **Certification of Election Inspectors and
Receiving Board**, that the Election Commission recommend City Council approve the Certification of
Board of Election Inspectors and Receiving Board dated October 6, 2011, as presented.

10-06-11

Motion carried by the following vote:

Yes: Berschback, Hathaway

No: None

Absent: Granger

Hearing no objections, under New Business, the following item was discussed:

- The Chair advised that maintenance costs on election equipment have been reduced resulting from a recently negotiated contract between the State and the vendor, ES&S, and that the City is qualified to receive an additional 50% reduction over the contract prices resulting from prior implementation of the Electronic Poll Books at the precincts.
- The Chair advised that Senate Bill 584, Public Act 163, was passed thereby establishing a Presidential Primary Election on February 28, 2011. The City Clerk will need to request a transfer from the fund balance into the Election Account.
- The Chair advised that legislation is moving quickly to mandate even year November School Board elections (as opposed to Grosse Pointe Public Schools ever year November election cycle.)

Motion by Berschback, seconded by Hathaway, that today's meeting minutes be immediately certified.

Motion carried by the following vote:

Yes: Berschback, Hathaway

No: None

Absent: Granger

Motion by Berschback, seconded by Hathaway, that the meeting be adjourned at 9:22 a.m. PASSED UNANIMOUSLY.

Respectfully submitted,

Lisa Kay Hathaway

City Clerk/Chair



CITY OF GROSSE POINTE WOODS

20025 Mack Plaza Drive
Grosse Pointe Woods, Michigan 48236-2397

Certification of Board of Election Inspectors

The undersigned, members of the Election Commission of the City of Grosse Pointe Woods, for the **November 8, 2011 General Election**, do hereby certify as follows:

1. The number of members of the Board of Election Inspectors shall be six (6) in each precinct, one (1) of whom shall be designated as Chair, and one (1) of whom shall be designated as Co-Chair. One additional Inspector may be appointed to some precincts as needed.
2. The flat rate compensation for all regular precincts and absent voter counting board shall be as follows:

\$155.00	Chair
140.00	Co-Chair
125.00	Inspectors
3. If necessary, the City Clerk is authorized to appoint Election Inspectors to vacancies on the Board of Inspectors due to refusal or failure to serve. There shall be at all times during the times the polls are open a majority of Board of Election Inspectors on duty and there shall be at least one from each major political party: Republican and Democrat.
4. The number of members of the Receiving Board shall be four (4). The flat rate compensation for all receiving board members shall be \$45.00.
5. The members of the Board of Election Inspectors and Receiving Board for the above election are listed on the attached summary.

Respectfully submitted,

ELECTION COMMISSION

Lisa Kay Hathaway, City Clerk/Chair

Vicki Granger, Council Member Representative

Don R. Berschback, City Attorney

Dated: October 3, 2011

Attachment

CERTIFICATION OF ELECTION INSPECTORS/RECEIVING BOARD

GENERAL ELECTION NOVEMBER 8, 2011

PCT	LAST	FIRST	ADDRESS1	ADDRESS2	TITLE	PTY
1	RHEIN	RAY	20132 E BALLANTYNE CT	GROSSE POINTE WOODS, MI 48236	CHAIRPERSON	NP
1	HUTCHINSON	NANCY	2152 RIDGEMONT RD	GROSSE POINTE WOODS, MI 48236	CO-CHAIRPERSON	REP
1	WITT	DONALD	1658 ANITA	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	REP
1	ANDERSON	CHRISTINA	1899 KENMORE DR	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	DEM
1	MANARDO	CYNTHIA	1940 MANCHESTER BLVD	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	DEM
1	STANISZEWSKI	VICTORIA	620 HIDDEN LN	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	DEM
2	BERGMANN	PHYLLIS	1154 ROSLYN RD	GROSSE POINTE WOODS, MI 48236	CHAIRPERSON	DEM
2	ROCHTE	KAREN	2109 VERNIER RD	GROSSE POINTE WOODS, MI 48236	CO-CHAIRPERSON	REP
2	STANISEWSKI	STANLEY	620 HIDDEN LANE	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	REP
2	KRAMER	GERALDINE	1220 N. OXFORD	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	DEM
2	MALBOUEF	THOMAS	1700 S RENAUD RD	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	REP
2	COOPER	AMY	1934 MANCHESTER	GROSSE POINTE WOODS, MI 48236	INTERN	DEM
3	POPKIN	DEBRA	1681 ROSLYN RD	GROSSE POINTE WOODS, MI 48236	CHAIRPERSON	DEM
3	NANNINI	JACQUELINE	1225 ALINE DR	GROSSE POINTE WOODS, MI 48236	CO-CHAIRPERSON	REP
3	CLOR	KYLE	47 ROSLYN	GROSSE POINTE SHORES, MI 48236	ELECTION INSPECTOR	REP
3	FLETCHER	LORNA	1555 FAIRHOLME	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	DEM
3	MACKENZIE	CAROL	1204 ALINE DR	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	REP
3	CARTER	GWENDOLYN	2101 VERNIER RD	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	DEM
4	PERRY	DAVID	2065 VAN ANTWERP	GROSSE POINTE WOODS, MI 48236	CHAIRPERSON	NP
4	MCGOVERN	ROBERT	808 SHOREHAM RD	GROSSE POINTE WOODS, MI 48236	CO-CHAIRPERSON	REP
4	MORKUT	SUSAN	2065 LANCASTER ST	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	NP
4	AALTO	CHRISTEEN	1960 HAWTHORNE	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	DEM
4	RICHARDSON	JENNIFER	21380 VAN K DR	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	REP
4	McCULLOCH	MAURA	1747 SEVERN RD	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	DEM

CERTIFICATION OF ELECTION INSPECTORS/RECEIVING BOARD

GENERAL ELECTION NOVEMBER 8, 2011

5	HICKS	REBECCA	1459 HAMPTON RD	GROSSE POINTE WOODS, MI 48236	CHAIRPERSON	DEM
5	HIGLEY	DENVER	2041 STANHOPE ST	GROSSE POINTE WOODS, MI 48236	CO-CHAIRPERSON	REP
5	ROCHTE	RICHARD	2109 VERNIER RD	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	REP
5	MCKAY	DAVID	1867 LOCHMOOR AVE	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	DEM
5	COPPA	SUSAN	1553 ROSLYN RD	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	DEM
5	NIFOROS	ANNA	473 COLONIAL CT	GROSSE POINTE FARMS, MI 48236	INTERN	NP
6	DIXON	MICHAEL	1091 S RENAUD RD	GROSSE POINTE WOODS, MI 48236	CHAIRPERSON	NP
6	SEDLACHEK	SARA	2071 OXFORD	HARPER WOODS , MI 48236	CO-CHAIRPERSON	REP
6	LILLICH	HEIDI	1547 BLAIRMoor CT.	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	REP
6	GARVEY	JUDITH	2108 HUNT CLUB DRIVE	HARPER WOODS, MI 48225	ELECTION INSPECTOR	DEM
6	TOLES	RUSSELL	1640 FORD CT	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	DEM
6	GOLSKI	CHRISTINE	20889 ANITA	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	REP
CB-7	BURK	NANCY	651 VERNIER RD	GROSSE POINTE WOODS, MI 48236	CHAIRPERSON	DEM
CB-7	MOON	JACQUELINE	19955 WEDGEWOOD DR	GROSSE POINTE WOODS, MI 48236	CO-CHAIRPERSON	REP
CB-7	RABAUT	SARAH	2126 ANITA ST	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	DEM
CB-7	TOCCO	DAWN	575 HIDDEN LN	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	REP
CB-7	MACKENZIE	STUART	1204 ALINE DR	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	REP
CB-7	SIGURDSON	LYNN	1740 PRESTWICK RD	GROSSE POINTE WOODS, MI 48236	ELECTION INSPECTOR	DEM
RB	CARBONI	MEGHAN	899 BRIARCLIFF	GROSSE POINTE WOODS, MI 48236	RECEIVING BOARD	REP
RB	NIFOROS	LAMBRO	689 HIDDEN LN	GROSSE POINTE WOODS, MI 48236	RECEIVING BOARD	DEM
RB	THOMPSON	JAMES	1213 ROSLYN RD	GROSSE POINTE WOODS, MI 48236	RECEIVING BOARD	REP
RB	PAAVOLA	JULIE	1636 BLAIRMoor	GROSSE PONITE WOODS, MI 48236	RECEIVING BOARD	DEM

Approved by 35.200.1800 09/15/11
RECEIVED
SEP 22 2011
CITY OF GROSSE POINTE WOODS
Grosse Pointe Woods Historical Commission Minutes
Conference Room, 20025 Mack Ave.
Grosse Pointe Woods, Michigan 48236
July 14, 2011

I. Call to Order

The regular meeting of the Grosse Pointe Woods Historical Commission was ,
called to order by Chairman Del Harkenrider at 7:34 p.m.

II. Roll Call

Present: Mary Kaye Ferry, Del Harkenrider, Shirley Hartert, Suzanne Kent, Eric
Lindquist, Sean Murphy, John Parthum, Joseph Mason, and Council
Representative Lisa Pinkos Howle
Excused: Zach Carr, Colleen D'Agostino
Absent: Gordon Michaelson
Guest: Mason Ferry

III. Approval of Minutes

John Parthum moved that the minutes of the June 9, 2011 meeting be approved as
corrected. Eric Lindquist's last name was spelled incorrectly. Mr. Lindquist
seconded. Ayes: all. Minutes approved.

IV. Items

- A. **Report of Treasurer:** John Parthum reported a balance of \$545.35 for Fiscal
Year 2010-2011.
- B. **Lake Front Park Chronology:** the chronology is being reviewed by the
city's PR Committee.
- C. **Cook School Projects:** John Parthum reported that the floor has been
finished; the shutters are on hold. The room needs to be dusted and the school
items returned to the room before the Open House on July 16, 2011.
- D. **Donation Form and Box:** no report.
- E. **Antique Appraisals:** final details were discussed regarding the event taking
place on Saturday, July 16, 2011; Commission members received assignments
for the day (ticket sellers, bake sale workers, Cook School hosts, etc.).

V. Comments: None.

VI. Adjournment: Meeting adjourned at 8:40 p.m.

The next meeting of the Grosse Pointe Woods Historical Commission will be held on
September 8, 2011 at 7:30 p.m. in the Conference Room at City Hall.

Respectfully submitted,

Suzanne Kent

RECEIVED

SEP 19 2011

CITY OF GROSSE PTE. WOODS

SENIOR CITIZENS' COMMISSION

09/10/2011

Approved by Commission 10/24/11
GD

**MINUTES OF THE REGULAR SENIOR CITIZENS' COMMISSION MEETING
OF THE CITY OF GROSSE POINTE WOODS HELD ON SATURDAY,
SEPTEMBER 10, 2011 IN THE BATH HOUSE AT THE CITY LAKE FRONT
PARK.**

Chairperson, Mary Rose Nelson called the meeting to order at 2:00p.m.

Roll Call: Chairperson Nelson
Commission Members: Flanagan, Kypros, Lawlis, Solomon, Wehrmann, Maier
Also in Attendance: Council Rep. Granger, Senior Coordinator Waldorf
Excused: Mitts, Thornton, Shetler

Minutes: Motion by Solomon, seconded by Wehrmann that the July minutes be approved as prepared. Passed unanimously.

Chair report: Senior picnic was perfect considering rainy weather. Nelson praised Waldorf for her help with the picnic. There will be new applicants to fill vacant positions on the commission at the next meeting. Next meeting will be October 4th, 7:00pm. Thornton and Flanagan will represent the commission at the Senior Expo next month.

Treasurer's report: Balance as of 8/31/11, \$2,325.00

GPW Seniors report: Seniors will meet September 15th.

SOC report: The National Assoc. of Senior Centers has a survey we can use to help start the program in our community.

Senior coordinator report: No report (Waldorf just started this position)

Council Representative Report: No report

New Business: Wehrmann would like to have a trip to the Wayne County Light Fest in Hines Park at Christmas. It would be a nice outing for younger seniors. Nelson reminds all commission members to notify her and Waldorf by telephone or email when we are unable to attend a meeting.

Meeting adjourned 2:25pm.

Submitted, Mary Lou Solomon

6E

SENIOR CITIZENS' COMMISSION
10/04/2011

MINUTES OF THE REGULAR SENIOR CITIZENS' COMMISSION MEETING OF THE CITY OF GROSSE POINTE WOODS HELD ON TUESDAY, OCTOBER 4, 2011 IN THE CITY HALL OF GROSSE POINTE WOODS.

Chairperson, Mary Rose Nelson called the meeting to order at 7:05p.m.

RECEIVED
OCT 06 2011
CITY OF GROSSE POINTE WOODS

Roll Call: Chairperson Nelson
Commission Members: Flanagan, Lawlis, Solomon, Wehrmann, Maier, Shetler, Thornton
Also in Attendance: Senior Coordinator Waldorf, Mary Hyduk, Donald Witt
Excused: Granger, Mitts,
Absent: Kypros

Minutes: Motion by Flanagan, seconded by Shetler that the September minutes be approved as prepared. Passed unanimously.

Chair report: Nelson informed us that John Needham, music man for picnic didn't honor contract for two hours of music. Chair Nelson will send a letter requesting reimbursement of \$87.50. Chair Nelson introduced Hyduk, and Witt as possible candidates for commission vacancies. They were interviewed, and excused.

Treasurer's report: Balance as of September 30, 2011, \$828.12. (Picnic exp. 1671.88)

GPW seniors report: No report

SOC report: Maier reported annual auction was successful with gross revenue of \$173,000. Trips are planned, and flu shots are available.

Senior coordinator report: Waldorf presented several trips, as well as monthly movies and lunch dates for seniors through February, 2012.

Council Representative Report: No report

New Business:

Motion made by Solomon, seconded by Wehrmann to invite Mary Hyduk to be a member of Senior Citizens' Commission. Passed unanimously.

Motion made by Solomon, seconded by Thornton to invite Donald Witt to be a member of Senior Citizen's Commission. Passed unanimously.

Motion made by Thornton, seconded by Shetler to eliminate GPW senior report, and combine it with Senior Coordinators report. Passed unanimously.

Motion made by Shetler, seconded by Maier to have minutes for this meeting immediately certified. Passed unanimously.

Old Business: Chair Nelson passed out a draft of senior survey for review and comment from Commission members.

To be noted: The commission expressed their overwhelming thanks to Waldorf for her superb performance at the senior picnic preventing a cancellation due to weather conditions.

Meeting adjourned 8:15pm.

Submitted, Mary Lou Solomon



CITY OF GROSSE POINTE WOODS

20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RECEIVED

OCT 11 2011

CITY OF GROSSE PTE. WOODS

BIOGRAPHICAL SKETCH

✓ I am interested in making application to serve as a member on the following Board/Commission:

<input type="checkbox"/> Beautification Commission	<input type="checkbox"/> Board of Canvassers
<input type="checkbox"/> Board of Review	<input type="checkbox"/> Building Authority
<input type="checkbox"/> Citizens' Recreation Commission	<input type="checkbox"/> Community Tree Commission
<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Downspout Board of Appeals
<input type="checkbox"/> Fireworks Committee	<input type="checkbox"/> Historical Commission
<input type="checkbox"/> Local Officers' Compensation Commission	<input type="checkbox"/> Mack Avenue Business Study Committee
<input type="checkbox"/> Pension Board	<input type="checkbox"/> Planning Commission
<input checked="" type="checkbox"/> Senior Citizens' Commission	<input type="checkbox"/> Other:

NAME: MARY F. HYDUK

ADDRESS: 19766 WEDGEWOOD DR., GPW 48236

TELEPHONE: Home: 886-7995 Office: N/A

E-Mail: DENMAR77@AOL.COM

OCCUPATION: SECRETARY (PART-TIME)

BORN & RAISED IN GPW

OF YEARS RESIDENT OF GROSSE POINTE WOODS: 21 YEARS IN GPW w/ HUSBAND & CHILDREN

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

GOOD ORGANIZATIONAL & INTERPERSONAL SKILLS - KNOWLEDGE OF COMPUTER

EDUCATION: GRADUATE OF MARYMOUNT COLLEGE OF VIRGINIA

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: MEMBER OF BEAUMONT HOSPITAL

ASSISTANCE LEAGUE SINCE 1980, COMMISSION MEMBER - STAR OF THE SEA

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: WORK WELL

WITH ALL AGE GROUPS, ENJOY VOLUNTEERING

Signature of sponsor

Signature of applicant

Date: 10/4/11

Return to Clerk's Office



CITY OF GROSSE POINTE WOODS
20025 Mack Plaza
Grosse Pointe Woods, MI 48236

RECEIVED
OCT 11 2011
CITY OF GROSSE PTE. WOODS

BIOGRAPHICAL SKETCH

✓ I am interested in making application to serve as a member on the following Board/Commission:

<input type="checkbox"/> Beautification Commission	<input type="checkbox"/> Board of Canvassers
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<input type="checkbox"/> Construction Board of Appeals	<input type="checkbox"/> Downspout Board of Appeals
<input type="checkbox"/> Fireworks Committee	<input type="checkbox"/> Historical Commission
<input type="checkbox"/> Local Officers' Compensation Commission	<input type="checkbox"/> Mack Avenue Business Study Committee
<input type="checkbox"/> Pension Board	<input type="checkbox"/> Planning Commission
<input checked="" type="checkbox"/> Senior Citizens' Commission	<input type="checkbox"/> Other:

NAME: DONALD WITT

ADDRESS: 1658 ANITA

TELEPHONE: Home: 313-881-6120 Cell: 313-330-0338

E-Mail: WITTDONALD@HOTMAIL.COM

OCCUPATION: Retired

OF YEARS RESIDENT OF GROSSE POINTE WOODS: ~40

PERSONAL SKILLS OR AREAS OF EXPERTISE RELATIVE TO THE COMMISSION:

X

EDUCATION: B of Science - Math Wayne State

PROFESSIONAL / SERVICE CLUB AFFILIATIONS: X

DESCRIBE WHY YOU WOULD BE AN ASSET TO THE COMMISSION/BOARD: A desire to assist the members continue to make GPW a place where seniors want to and can live.

Signature of sponsor

Return to Clerk's Office

Signature of applicant

Date:

Donald Witt

10-4-2011

CITY OF GROSSE POINTE WOODS
20025 MACK AVENUE
GROSSE POINTE WOODS, MI 48236
(313) 343-2440

RECEIVED
SEP 28 2011

CITY OF GROSSE POINTE WOODS

APPLICATION FOR PERMIT/LICENSE – VENDOR/SOLICITOR/PEDDLER, ET AL

Chapter 10 Businesses. Section 10-220
Permit Fees: Annual \$75; Month \$20; Day \$10
Background Check: \$10 each person

Applicant: STEVEN WALSH Birth Date: 3-26-59
Home address: 874 HOLLYWOOD Telephone: 586 776-6660
GROSSE POINTE WOODS, MI 48236 Driver's License No. W420 777 005 242
Business Name: DEVCON SECURITY Telephone: 313 627-8517
Business Address: 25215 DEQUINDRE MADISON HQTS, MI 48071
Description of Business: HOME & COMMERCIAL SECURITY SYSTEMS

Assistants:

Name	Address	Date of Birth

If vehicle used, describe: 2009 FORD FUSION BWE1537
Year Make Type License #

Other cities served: _____

Years previously licensed in Grosse Pointe Woods: None X 20____ 20____ 20____ 20____

VENDOR: Valid for use from 9 a.m. to dusk or 7 p.m., local time, whichever occurs first, Sec. 10.224(e).

REFUSE VENDOR: Shall not collect, remove or cart away any materials between the hours of 10 p.m. and 6 a.m. the following morning, Sec. 10.221(a).

SOLICITOR: Shall not walk on residential or commercial lawns; must use sidewalk.

NO PERSON: Shall deliver or deposit residential handbills at any residential home or apartment where a sign or notice has been posted in a conspicuous location, which sign or notice states "no handbills" or "no vendors or solicitors." Sec. 10.295

Signed: Steven Walsh Date: 9-28-11

State of Michigan)
County of Wayne) ss.

MARY L. KUNKLE
Notary Public, Macomb County, MI
My Commission Expires 03/24/2016

Subscribed & sworn to before me
28th day of Sept, 2011

Mary L. Kunkle
Signature of Notary Public
My Commission expires: _____

	Approve	Deny
Public Safety:	<u>[Signature]</u>	_____
City Clerk:	<u>[Signature]</u>	_____
Council Action:	_____	_____
Plate No.:	_____	
Date Issued:	_____	
By:	_____	

White - City Clerk

Yellow - Applicant

Pink - Cashier

City of Grosse Pointe Woods
20025 Mack Avenue, Grosse Pointe Woods
Phone 313-244-0000

PAID

CITY CLERK
SEP 28 2011

- \$ _____ F.O.I.A.
- \$ _____ CITY OF GROSSE PTE WOODS
- \$ _____ Permits/Licenses
- \$ _____ Voter Info.
- \$ _____ Public Hearing Fees
- \$ _____ Fireworks Vendor.
- \$ 10.00 Background

Check

700524

Customer Copy

CITY OF GROSSE POINTE WOODS
INFORMATION TECHNOLOGY
MEMORANDUM

8A
RECEIVED

OCT 11 2011

CITY OF GROSSE PTE. WOODS

DATE: October 11, 2011

TO: Alfred Fincham, City Administrator

CC: Dee Ann Irby, City Treasurer/Comptroller

FROM: Gary Capps, Information Technology Manager

SUBJECT: AT&T Contract Renewals

The service contracts for *voice and data* services from our current telephone service provider, AT&T, are at the end of their terms and I would like to have the renewal contracts placed on the October 17, 2011 Council Agenda for approval. I have reviewed the new contracts and I am confident that all of the telephone circuits and their respective features are correct. I have also done a comparison from our phone inventory database against our actual phone bills and I am confident that all lines and circuits are still in use and required for normal operations of the City's telecommunication infrastructure. The City operates with 93 telephone lines. There are 52 DID PRI lines and the remaining 41 are copper trunk lines. 33 of the copper trunk lines have Centrex capabilities.

Funds are budgeted and available spread across various departmental #921 accounts. I recommend purchasing the following services from **AT&T Corp, One AT&T Way, Bedminster NJ 07921-0752** in an amount not to exceed \$2,500/mo for a renewal of our *voice and data* contracts with a term of 3-years each. This will result in a savings of \$350 per month, a total of \$12,600 over the 36 month term of the contracts compared to our current agreements.

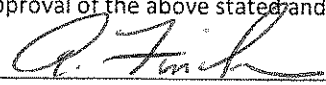
AT&T ILEC ISDN Prime (PRI) with DS1 Service- \$545.20/mo - T1 circuit which provides 52 Direct Inward Dial (DID) it is connected to our phone system and covers all *local* calls from those numbers.

AT&T ILEC CompleteLink 2.0 - Volume discount plan applies to our phone circuit and copper trunk line charges for our *local* calls only at .09 cents per call.


AT&T ILEC Centrex Service- \$665.81/mo (\$20.38 per line- 33 lines)- A central office-based business communications system that provides direct dialing capability and advanced calling features normally found only on an onsite PBX Phone System. These features are required by Public Safety for routing calls to other local Municipal Offices/Police Departments.

AT&T Metro Blitz DS1- \$628/mo - T1 circuits connecting City Hall 20025 Mack Plaza to both Public Works 1200 Parkway and Lake Front Park 23000 Jefferson, used for our network domain Active Directory, DPW and LFP Internet Access, Email, access to City Hall applications, file transfers etc.

With our current phone configuration AT&T owns the infrastructure and is ultimately responsible for repairing lines when they have issues. Our 911 service is also located in an AT&T zone and is integrated with our phone lines. Recommend approval of the above stated and do not believe any benefit will accrue to the City to seek further competitive bids.


Al Fincham, City Administrator

10/11/11
Date


Dee Ann Irby, City Treasurer/Comptroller

10/11/11
Date

Council Approval Required



8A2

AT&T ILEC ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

Customer	AT&T
City of Grosse Pointe Woods Street Address: 20025 Mack Plaza Drive City: Grosse Pointe Woods State/Province: MI Zip Code: 48236 Country: USA	AT&T ILEC Service-Providing Affiliate
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Contact AT&T
Name: Alfred Finchman Title: City Administrator Street Address: 20025 Mack Plaza Drive City: Grosse Pointe Woods State/Province: MI Zip Code: 48236 Country: USA Telephone: 313-343-2440 Fax: Email: cityadmin@gpwwi.us Customer Account Number or Master Account Number: 313R020280	Name: John Stone Street Address: 675 West Peachtree Street City: Atlanta State/Province: GA Zip Code: 30375 Country: USA Telephone: 4049278888 Fax: Email: js4640@att.com Sales/Branch Manager: Stone SCVP Name: Pickering Sales Strata: GEM Sales Region: E <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
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

This AT&T ILEC ISDN Prime Service with DS1 Service Agreement, ("Service Agreement") includes the attached Pricing Schedule and General Terms, for the services identified in Section 1 ("Services") and incorporates the rates, terms and conditions in applicable Tariffs and/or Guidebooks identified in Section 1 (collectively with this Service Agreement, the "Agreement").

Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges the possibility of purchasing the Services provided hereunder from other providers. The Effective Date of this Service Agreement is the date signed by the last party, unless a later date is required by law or regulation.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

AT&T ILEC ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

Pricing Schedule and General Terms

1. SERVICE, SERVICE PROVIDER AND SERVICE PUBLICATION

Service		AT&T ISDN Prime (PRI) Service (with AT&T DS1 Service)	
Service Provider (Check one option only)	Service Publication (incorporated by reference)	Service Publication link	
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Tariffs, including Tariff No. 19, Part 17, Section 2	http://cpr.bellsouth.com/illinois.htm	
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 17, Section 2	http://cpr.bellsouth.com/guidebook/in/index.html	
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Retail Guidebook, including Part 17, Section 2	http://cpr.bellsouth.com/pdf/mu/mugb.htm	
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 17, Section 2	http://cpr.bellsouth.com/guidebook/oh/index.html	
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Tariffs, including Tariff No. 20, Part 17, Section 2	http://cpr.bellsouth.com/wisconsin.htm	

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	(Select one) <input type="checkbox"/> 24 Months <input checked="" type="checkbox"/> 36 Months <input type="checkbox"/> 60 Months
Pricing Schedule Term Start Date	When only New Service is included in this Agreement: at Cutover of the first Service Component Existing Services are included: on the Effective Date (This applies even when new Service Components are added.)
Effective Date of the Rates and Discounts	Pricing Schedule Term Start Date
Expiration Date of the Rates and Discounts	Upon termination or expiration of the Pricing Schedule Term
Rates Following Expiration or Termination of Pricing Schedule Term	Service Publication monthly rates in effect at time of expiration or termination of Pricing Schedule Term

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Fee Applicable to Calculation of Early Termination Charges*	Minimum Payment Period per Service Component
All (except DID numbers)	50%	Until the end of the Pricing Schedule Term
* Plus 100% of any unpaid special construction charges and non-recurring charges (excluding any waived charges)		

AT&T ILEC ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

4. CUSTOMER'S CURRENT ORDER

4.1 Order

Order: (Select one)	<input type="checkbox"/> New install(s) Only (All Service Components under this Pricing Schedule are new installs) Requested installation date(s)*:
	<input checked="" type="checkbox"/> Existing Service Included (Some or all Service Components under this Pricing Schedule already installed) Existing Circuit ID(s): 18001 T1ZF DTRTMINIDC0 GPWDMIBFH00 <input type="checkbox"/> Requested Installation Date(s)* for new Service Components, if applicable: <input type="checkbox"/> If applicable, this Pricing Schedule supersedes and replaces in its entirety that certain agreement dated , , entitled .
*Except as otherwise provided in this Pricing Schedule, requested installation date(s) for all new Service(s) purchased under this Agreement shall be no later than 90 days after the Effective Date of this Agreement, unless Customer is an E-Rate Applicant for the Services or AT&T causes delay.	

Host/Remote, Service Number Portability or Foreign Exchange (FX)	<input type="checkbox"/> Yes# <input checked="" type="checkbox"/> No #If Yes, Central Office CLLI Serving the Circuit Site Address: [Enter 11 Digit CO CLLI Code] #If Yes, DS1 Channel Mileage Terminations and DS1 Channel Mileage (per mile) as listed in section 4.2 below must apply.
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4.2 Service Components, Quantities and Rates

Service Component / USOC	Quantity	Unit Monthly Recurring Charge (MRC)	Total Monthly Recurring Charge (MRC X Quantity)	Non-recurring Charge
ISDN PRI Port / ZPAZD	1	\$288.00	\$288.00	\$0.00
Unlimited Local Usage (Switch Utilization) / UTW	1	\$130.00	\$130.00	\$0.00
DS1 Local Distribution Channels (LDCs) / TZ4X1/2/3 - IN, MI, OH, WI	1	\$112.00	\$112.00	\$0.00
DS1 Channel Mileage (per mile), if applicable / [Select One]	0	\$0.00	\$0.00	\$0.00
DS1 Channel Mileage Termination, (applies only when interoffice mileage is applicable; 2 required per DS1) / [Select One]	0	\$0.00	\$0.00	\$0.00
Calling Name ID / NM1PG	1	\$10.00	\$10.00	\$0.00
DID Numbers, per number / LTG6X	52	\$0.10	\$5.20	\$0.00
Total Charges for ISDN PRI Ports, Unlimited Local Usage, LDCs, Calling Name ID and DID Numbers:			\$545.20	\$0.00
In the event that any total amounts conflict with any per-unit rates in the table above, the per-unit rates shall control.				

4.3 Subsequent DID Numbers, Calling Name ID and/or Caller ID. Customer and AT&T may agree to add DID Numbers, Calling Name ID and/or Caller ID Services under the rates in this Pricing Schedule after Cutover of the associated ISDN PRI Service Component(s), but only if the Customer requested installation date is more than 90 days before the end of the Pricing Schedule Term.

AT&T ILEC ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
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4.4 Service Locations and Circuit Quantity. Service may not be installed outside the territory that the Service Provider is authorized to provide the Service, or at a carrier hotel, a collocation cage or any similar location.

Location	Quantity of Circuits per location	Service Location – Street address	City (in same state as Service Provider in Section 1)
1	1	20025 MACK	Grosse Pointe
2	0		
3	0		
4	0	[N/A or Enter Service Location address]	[N/A or Enter City]
5	0	[N/A or Enter Service Location address]	[N/A or Enter City]
6	0	[N/A or Enter Service Location address]	[N/A or Enter City]
7	0	[N/A or Enter Service Location address]	[N/A or Enter City]
8	0	[N/A or Enter Service Location address]	[N/A or Enter City]
9	0	[N/A or Enter Service Location address]	[N/A or Enter City]
10	0	[N/A or Enter Service Location address]	[N/A or Enter City]

5. USE OF SERVICE

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, interLATA or intraLATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.

6. GENERAL TERMS

a. This Agreement may be superseded and replaced by a new term agreement that includes all the Service Components then being purchased by Customer under this Agreement and no early termination charges shall apply, if the new term agreement also includes:

- (i) an effective date within 90 days of the expiration of the Pricing Schedule Term; or,
- (ii) one or more additional Service Components (other than, or in addition to, those identified in Section 4.3), (b) a term equal to or greater than the remainder of the Pricing Schedule Term, and (c) rates and charges equal to or greater than all rates and charges in the Pricing Schedule.

b. Service Publications: AT&T may revise Tariffs and Guidebooks (collectively "Service Publications") at any time and may redirect the websites listed above. The order of priority of the documents is: this Service Agreement, then the applicable Service Publication; except Tariffs will be first wherever contract terms may not take precedence over inconsistent Tariff terms. This Agreement continues after the Pricing Schedule Term until Services no longer are provided, at which point the Agreement is terminated.

c. Services: AT&T will provide or arrange to have its affiliate provide Services to Customer, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T affiliate authorized by the appropriate regulatory authority will be the service provider. Customer may not resell the Services or rebrand the Services for resale to third parties. Customer will cause Users (anyone who uses or accesses any Service provided to Customer) to comply with this Agreement and is responsible for their use of any Service.

d. Access: Customer will allow AT&T timely access or will at Customer's expense obtain timely access to property (other than public property) and to equipment reasonably required for the Services. Access includes information, the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within the building for Customer's connection to AT&T's network. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items reasonably required for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way).

e. Safe Environment: Customer will ensure that the location where AT&T installs, maintains or provides Services ("Site") is a suitable and safe working environment, free of any substance or material that poses an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. If AT&T encounters hazardous materials, AT&T may terminate any affected component of a Service ("Service Component") or suspend performance.

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- f. AT&T Equipment: Services may be provided using AT&T-owned equipment located at the Site ("AT&T Equipment"). Title to AT&T Equipment remains with AT&T. Customer must provide electric power for and keep all AT&T Equipment physically secure and free from liens and encumbrances. Customer bears the risk of loss or damage (other than ordinary wear and tear) to all AT&T Equipment.
- g. Pricing Schedule Term: Except as stated in the Pricing Schedule, the prices listed in this Service Agreement are stabilized for the Pricing Schedule Term and apply in lieu of the corresponding prices set forth in the applicable Service Publication, and no promotion, credit, discount or waiver set forth in a Service Publication applies. After the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to discontinue a Service Component) under a month-to-month service arrangement.
- h. Taxes: Prices are exclusive of and Customer will pay all taxes, regulatory surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges relating to the sale, transfer of ownership, installation, license, use or provision of the Services.
- i. Billing, Payments, Deposits and MARC: Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer ("Cutover"). Payment is due 30 days after the invoice date (unless another date is specified in an applicable Service Publication) and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If Customer does not dispute a charge in writing within 6 months after the invoice date, Customer waives the right to dispute the charge. AT&T may recover all costs (including attorney fees) of collecting delinquent or dishonored payments and may charge late payment fees at the lowest of 1.5% per month (18% per annum), the rate specified in the Service Publication or the maximum rate allowed by law. If the Pricing Schedule includes a Minimum Annual Revenue Commitment ("MARC") and Customer's MARC-Eligible recurring and usage charges (after deducting discounts and credits) in any applicable 12-month period are less than the MARC, Customer will pay the shortfall, and AT&T may withhold contractual credits until Customer pays the shortfall charge.
- j. Termination and Suspension: Either party may terminate this Agreement immediately upon notice if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition or makes an assignment for the benefit of its creditors. AT&T may terminate or suspend an affected Service or Service Component and, if the activity implicates the entire Agreement, terminate or suspend the entire Agreement, immediately upon notice if Customer: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services. Customer may terminate an affected Service Component for material breach by AT&T if such breach is not cured within 30 days of notice. AT&T may terminate or suspend (and later terminate) an affected Service Component for material breach by Customer if such breach is not cured within 30 days of notice.
- k. Termination Charges: If prior to Cutover Customer terminates a Service Component other than for cause or AT&T terminates a Service Component for cause, Customer will reimburse AT&T for time and materials, including any third-party charges, incurred prior to the effective date of termination. Thereafter, if Customer terminates a Service Component for Customer's convenience or AT&T terminates a Service Component for cause, Customer must pay: (i) 50% (unless a different percentage is specified in the Pricing Schedule) of the monthly recurring charges for the terminated Service Component multiplied by the months remaining in an applicable Minimum Payment Period specified in the Pricing Schedule or Service Publication, and (ii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. If the Pricing Schedule includes a MARC and Customer terminates other than for cause or AT&T terminates for cause, Customer must pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term. In addition, Customer may terminate an affected Service Component without incurring termination charges if (i) AT&T revises a Service Publication and the revision has a materially adverse impact upon Customer; (ii) Customer gives 30 days' notice of termination to AT&T within 90 days of the date of the revision; and (iii) AT&T does not remedy the materially adverse impact prior to the effective date of termination. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority or assessment of or changes to recovery fees, surcharges or taxes.
- l. Limitations of liability and Disclaimers:
- (1) AT&T MAKES NO EXPRESS OR IMPLIED WARRANTY; DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; AND DISCLAIMS ANY WARRANTIES ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. AT&T ALSO MAKES NO WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING 911 CALLS). AT&T MAKES NO WARRANTY REGARDING: NETWORK SECURITY; ENCRYPTION EMPLOYED BY ANY SERVICE; INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR LOAD BALANCED; THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION; OR THAT SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. AT&T IS NOT LIABLE FOR ANY DAMAGES RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR OTHERS; SERVICE DEFECTS, SERVICE LEVELS, DELAYS, SERVICE ERRORS OR INTERRUPTIONS, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR LIABILITY EXPLICITLY SET FORTH HEREIN); LOST OR ALTERED TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR OTHERS' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.
- (2) AT&T'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DAMAGES ARISING OUT OF AT&T'S BREACH OF THIS AGREEMENT AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPLICABLE CREDITS SPECIFIED IN THE SERVICE PUBLICATION OR, IF NO CREDITS ARE SPECIFIED, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES TO CUSTOMER FOR SERVICE TO WHICH SUCH BREACH RELATES DURING THE PERIOD IN WHICH SUCH BREACH OCCURS AND CONTINUES. IN NO EVENT SHALL ANY OTHER LIABILITY

AT&T ILEC ISDN PRIME (ISDN PRI) SERVICE WITH DS1 SERVICE
Service Agreement Provided Pursuant To Custom Rates and Terms
Illinois, Indiana, Michigan, Ohio, Wisconsin

ATTACH TO AT&T. THIS LIMITATION WILL NOT APPLY TO BODILY INJURY, DEATH OR DAMAGE TO REAL OR TANGIBLE PROPERTY DIRECTLY CAUSED BY AT&T'S NEGLIGENCE OR INTENTIONAL MISCONDUCT. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES.

(3) These disclaimers and limitations will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

m. Infringement: AT&T agrees at its expense to defend and either to settle any claim against Customer, its corporate affiliates and its and their employees and directors or to pay all damages finally awarded against such parties if the claim alleges that a Service infringes any patent, trademark, copyright or trade secret, except if the claim arises out of: (i) Customer's or a User's content; (ii) modifications to the Service by Customer or third parties or combinations of the Service with any non-AT&T services or products; (iii) AT&T's adherence to Customer's written requirements; or (iv) use of the Service in violation of this Agreement. AT&T at its option may either procure the right for Customer to continue using the Service or may replace or modify the Service so that it is non-infringing or may terminate the Service without liability to Customer. Customer agrees at its expense to defend and either to settle any claim against AT&T, its affiliates and its and their employees, directors, subcontractors and suppliers or to pay all damages finally awarded against such parties if: (i) the claim alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions under (i)-(iv) of the preceding paragraph; or (ii) the claim alleges a breach by Customer, its affiliates or Users of a software license agreement governing software provided with the Services.

n. ARBITRATION: ALL CLAIMS AND DISPUTES ARISING FROM THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (SUBJECT TO THE REQUIREMENTS OF THE FEDERAL ARBITRATION ACT). ANY JUDGMENT ON ANY AWARD RENDERED MAY BE ENTERED AND ENFORCED IN A COURT HAVING JURISDICTION. THE ARBITRATOR SHALL NOT HAVE THE AUTHORITY TO AWARD ANY DAMAGES DISCLAIMED BY THIS AGREEMENT OR IN EXCESS OF THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL NOT HAVE THE AUTHORITY TO ORDER PRE-HEARING DEPOSITIONS OR DOCUMENT DISCOVERY, BUT MAY COMPEL ATTENDANCE OF WITNESSES AND PRODUCTION OF DOCUMENTS AT THE HEARING. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY AND WAIVE ANY RIGHT TO PARTICIPATE IN OR INITIATE CLASS ACTIONS; IF THE PARTIES CANNOT WAIVE THESE RIGHTS, THIS ENTIRE SECTION IS VOID.

o. General Provisions: This Agreement and any pricing or other proposals are confidential to AT&T. Neither party may publicly disclose any confidential information of the other party without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed, except that AT&T may: (i) assign in whole or relevant part its rights and obligations under this Agreement to an AT&T affiliate, or (ii) subcontract work to be performed under this Agreement, but AT&T will in each such case remain financially responsible for the performance of such obligations. Any claim or dispute arising out of this Agreement must be filed within two (2) years after the cause of action arises. This Agreement does not provide any third party (including Users) the right to enforce it or to any remedy, claim, liability, cause of action or other right or privilege. Unless a regulatory agency with jurisdiction over the applicable Service applies a different law, this Agreement will be governed by the law and regulations of the State set forth above for Customer's address, without regard to its conflict of law principles. This Agreement is limited to Services to be provided in the United States. The United Nations Convention on Contracts for International Sale of Goods will not apply. Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to causes beyond such party's reasonable control, including strikes and labor disputes. Customer must send any notice required or permitted under this Agreement in writing to the AT&T address set forth above. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all previous agreements, whether written or oral. This Agreement may not be modified or supplemented without a writing signed by authorized representatives of both parties.

For AT&T internal use only	
Billing Telephone Number for Existing service, if applicable:	313R020280
SDA Code:	BIGE22

End of Document



84-3

AT&T ILEC COMPLETELINK® 2.0
Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

Customer	AT&T
CITY OF GROSSE POINTE WOODS Street Address: 20025 Mack Plaza Drive City: GROSSE POINTE Woods State/Province: MI Zip Code: 48236 Country: USA	AT&T ILEC Service-Providing Affiliate(s)
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Contact AT&T
Name: Alfred Fincham Title: City Administrator Street Address: 20025 Mack Plaza Drive City: GROSSE POINTE Woods State/Province: MI Zip Code: 48236 Country: USA Telephone: 313-343-2440 Fax: Email: cityadmin@gpwwi.us	Name: John Stone Street Address: 675 West Peachtree Street City: Atlanta State/Province: GA Zip Code: 30375 Country: USA Telephone: 4049278888 Fax: Email: js4640@att.com Sales/Branch Manager: Stone SCVP Name: Pickering Sales Strata: GEM Sales Region: E With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) <input type="checkbox"/>	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to subscribe to the CompleteLink® 2.0 discount program, in accordance with this Confirmation of Service Order ("CSO") subject to the following, which are incorporated by reference: (a) THE TERMS OF THE APPLICABLE TARIFF, IF THE SERVICE IS OFFERED PURSUANT TO TARIFF; OR (b) THE AT&T BUSINESS SERVICES AGREEMENT (BSA) FOUND AT <http://www.att.com/gen/public-affairs?pid=11695> IF THE SERVICE IS NOT OFFERED PURSUANT TO TARIFF. The applicable AT&T Service Publication(s) are identified in Section 1. The terms and conditions provided in this CSO are provided herein for convenience only and do not supersede or modify any applicable tariff or guidebook in any way. In the event a tariff or guidebook term or condition is changed in any way, the following is hereby modified at the same time to reflect that change.

The Effective Date of this CSO is the date signed by the last party.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

For AT&T internal use only	
Is this CompleteLink 2.0 associated with ABN Complete?	<input type="checkbox"/> YES <input type="checkbox"/> NO
Sales must submit to Contract Management (CM): 1) Customer executed CSO, and 2) a duplicate of this Pricing Schedule as a Word document, not a PDF file, OR an Excel list of the BTNs.	

AT&T ILEC COMPLETELINK® 2.0
Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

1. DISCOUNT PROGRAM, SERVICE PROVIDER AND SERVICE PUBLICATION

Discount Program	CompleteLink® 2.0*
*Customer must separately order services to which CompleteLink 2.0 applies.	

Service Provider (Select all that apply.)	Service Publication (incorporated by reference)	Service Publication Location
<input type="checkbox"/> AT&T Arkansas	AT&T Arkansas Tariffs, including General Exchange Tariff, Section 53	http://cpr.att.com/pdf/ar/ar.htm
<input type="checkbox"/> AT&T California	AT&T California Guidebook, including Part 9, Section 3	http://cpr.att.com/guidebook/ca/index.html
<input type="checkbox"/> AT&T Illinois	AT&T Illinois Tariffs, including Tariff No. 19, Part 4, Section 5	http://cpr.att.com/illinois.htm
<input type="checkbox"/> AT&T Indiana	AT&T Indiana Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/in/index.html
<input type="checkbox"/> AT&T Kansas	AT&T Kansas Tariffs, including General Exchange Tariff, Section 61	http://cpr.att.com/pdf/ks/ks.htm
<input checked="" type="checkbox"/> AT&T Michigan	AT&T Michigan Tariffs, including Tariff No. 20R, Part 4, Section 2	http://cpr.att.com/michigan.htm
<input type="checkbox"/> AT&T Missouri	AT&T Missouri Tariffs, including General Exchange Tariff, Section 58	http://cpr.att.com/pdf/mo/mo.htm
<input type="checkbox"/> AT&T Ohio	AT&T Ohio Guidebook, including Part 4, Section 2	http://cpr.att.com/guidebook/oh/index.html
<input type="checkbox"/> AT&T Oklahoma	AT&T Oklahoma Tariffs, including General Exchange Tariff, Section 47	http://cpr.att.com/pdf/ok/ok.htm
<input type="checkbox"/> AT&T Texas	AT&T Texas Tariffs, including Local Exchange Tariff, Section 1	http://cpr.att.com/pdf/tx/tx.htm
<input type="checkbox"/> AT&T Wisconsin	AT&T Wisconsin Tariffs, including Tariff No. 20, Part 4, Section 2	http://cpr.att.com/wisconsin.htm

2. TERM and EFFECTIVE DATES

Term:	3 years
Start Date of Term:	Upon initial implementation of Discount Program in the applicable AT&T systems
Effective Date of Rates and Discounts:	Start Date of Term
Rates Following Termination or Expiration of the Term:	Service Publication rates for Eligible services (as described in the applicable Service Publication) in effect at time of expiration or termination of the Term

3. MINIMUM ANNUAL REVENUE COMMITMENT (MARC) / MAXIMUM ANNUAL DISCOUNT

MARC* / Maximum Annual Discount	\$ 3,000 / \$ 600
* Contributory Services, as described in the applicable Service Publication, billed under BTNs in section 7 <u>before</u> the application of discounts and credits.	

4. RATES and DISCOUNTS

The rates and discounts below are listed for convenience only. If there is conflict between any rate or discount below and the corresponding Service Publication rate or discount in effect on the Effective Date, the Service Publication will control.

MARC Volume Discount*	4 %
Optional Features Discount **	40%
* MARC Volume Discount applies to Eligible services and may not exceed the Maximum Annual Discount	
**Optional Features Discount applies to Central Office Optional Features (as described in the applicable Service Publication)	

AT&T ILEC COMPLETELINK® 2.0
Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

IntraLATA Intrastate Toll (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates for this service will not apply.)

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

IntraLATA Interstate Rate (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates for this service will not apply.)

Illinois	Select One	Indiana	Select One	Michigan	N/A	Ohio	Select One	Wisconsin	Select One
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Local Usage Rates/Discounts (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates for this service will not apply.)

California	Illinois	Michigan	Ohio	Wisconsin
Zone 1 & Zone 2: Select One	Illinois Band A: Select One	per message rate:	per message rate:	per message rate:
Zone 3: Select One	Illinois Band B: Select One	\$0.090	Select One	Select One
	Illinois Band C: Select One			

Local Usage Service Level Discount: For BTNs listed in section 7 that include a combination of Exchange Access Lines and/or Centrex with ISDN PRI and PBX Trunks. (Does not apply to per message rate listed above.)

Michigan	Ohio	Wisconsin
35%	15%	30%

Other Discounts which may apply: (Enter only those which apply or enter N/A. **NOTE:** When "N/A" is selected, Discount Program discount rates, if available, for the service or service component will not apply.)

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

Business Access Line Rates:

INDIANA

Business Access Lines	Rate Groups	Monthly Rate
Access Lines	1, 2, 3L	\$ 29.00

MICHIGAN

Business Access Lines	Rate Groups	Monthly Rate
Access Lines	A, B, C	\$ 19.55

WISCONSIN

Business Access Lines	Rate Groups	Monthly Rate
Access Lines	A, B, C	\$ 24.23

ILLINOIS

Business Access Lines	Rate Group	Monthly Rate
Access Lines	A	\$ 11.05
Access Lines	B	\$ 15.73
Access Lines	C	\$ 17.85

OHIO

Business Access Lines	Rate Group	Monthly Rate
Access Lines	B, C	\$ 16.75
Access Lines	D	\$ 17.70

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ARKANSAS

<u>Business Access Lines</u>	<u>Rate Group</u>	<u>Monthly Rate</u>
Access Lines	1, 2, 3, 4	\$ 29.00

KANSAS

<u>Business Access Lines</u>	<u>Rate Group</u>	<u>Monthly Rate</u>
Access Lines	1, 2, 3, 4, 5	\$ 27.00
Access Lines	6, 7, 8	\$ 30.00
Access Lines	EAS	\$ 38.00

OKLAHOMA

<u>Business Access Lines</u>	<u>Rate Group</u>	<u>Monthly Rate</u>
Access Lines	1, 2, 3, 4, 5, 6, 7	\$ 29.00

MISSOURI

<u>Business Access Lines - Single Line</u>	<u>Rate Groups</u>	<u>Monthly Rate</u>
Access Lines	A	\$ 15.00
Access Lines	B, C, C1, D, D1, D2	\$ 29.00

MISSOURI

<u>Business Access Lines - Multi-line</u>	<u>Rate Groups</u>	<u>Monthly Rate</u>
Access Lines	A, B, C, C1, D, D1, D2	\$ 29.00

TEXAS

<u>Business Access Lines</u>	<u>Rate Groups</u>	<u>Monthly Rate</u>
Access Lines	1, 2, 3, 4, 5, 6, 7, 8	\$ 29.00

CALIFORNIA

<u>Business Access Lines</u>	<u>Rate Groups</u>	<u>Monthly Rate</u>
Access Lines	ALL	\$ 17.43

5. UNDER UTILIZATION CHARGE

Under Utilization Charge:	if Customer fails to meet or exceed the MARC in any completed year of the Term, the difference between the MARC and the actual billings for Contributory Services
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6. EARLY TERMINATION CHARGES

<u>Main BTN State</u>	<u>Early Termination Charge</u>
AR, CA, KS, IN, MI, MO, OH, OK, TX, WI	<p><u>With No IL BTNs</u></p> <ul style="list-style-type: none"> 50% of the unsatisfied MARC for the balance of the Term <p><u>With IL BTNs</u></p> <ul style="list-style-type: none"> MARC is prorated for amount of MARC Eligible Charges in IL and outside IL <ul style="list-style-type: none"> For IL BTNs, IL MARC Termination Charge; plus For non-IL BTNs, 50% of the unsatisfied MARC (prorated) for the balance of the Term
IL	<ul style="list-style-type: none"> the amount of unearned discounts for the 12-month period immediately preceding Customer's early termination ("IL MARC Termination Charge"). Unearned discounts are calculated by subtracting the discounted charges for Eligible services actually incurred during the twelve months immediately preceding termination from the discounted charges for those Eligible services that Customer would have incurred during that period under the longest CompleteLink 2.0 term for which the Customer would have actually qualified based upon the actual term of service (or Service Publication month-to-month rates for those Eligible services if the Customer would not have qualified for any CompleteLink 2.0 term)

AT&T ILEC COMPLETELINK® 2.0
Confirmation of Service Order
Provided Pursuant to Standard Service Publication Rates and Terms

7. BILLING TELEPHONE NUMBER (BTN) LIST

Eligibility: (max. of 1,000 BTNs)	<p>All BTNs listed below or in an attachment:</p> <ul style="list-style-type: none">• must be valid business lines;• may not be Consolidated or Special Bill Numbers;• may not include Bill-Under, Working Telephone Numbers (WTNs), Account Telephone Numbers (ATNs), Cross Reference, Pager, Cell Phone, Pay Phone, Directory Advertising, Toll Free (800, 866, etc.) or Residential Numbers• are all of the BTNs intended by Customer to be included on Effective Date <p>To qualify as an Eligible or Contributory Service, a service must be billed under one of the listed BTNs or under a BTN added by Customer through Customer's AT&T Sales Contact.</p>
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BTN List follows

Provided Pursuant to Standard Service Publication Rates and Terms

BTN LIST

Main BTN, with area code and customer code:	3133432400120	State of Main BTN: (ex: IL)	MI
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[illegible]



AT&T ILEC Centrex Service ("Service")

Confirmation of Service Order

8A-4

1. Order Information

Order Type:	New Install <input type="checkbox"/>	Conversion from Month-to-Month <input type="checkbox"/>	Renewal <input type="checkbox"/>	Recast <input checked="" type="checkbox"/>			
Order Term ("Term" or "Minimum Payment Period"):	<input checked="" type="checkbox"/> 36 Months		<input type="checkbox"/> 60 Months	<input type="checkbox"/> 84 Months			
Line Commitment:	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 7	<input type="checkbox"/> 25	<input type="checkbox"/> 50	<input type="checkbox"/> 100	<input type="checkbox"/> 200	<input type="checkbox"/> 500+
Total Lines Ordered: As indicated on attached Centrex Service Pricing Sheet							
Service Location (if different than Customer Address listed on Page 1):							
For additional locations, attach separate pages.							

- ☒ Check this box if the information for Service ordered is provided in an attachment to this Order. Any such attachment is incorporated into this document by reference.
- The rates in this Order are the applicable Tariff, Guidebook or Catalog rates currently in effect. Billing for the Service will begin when the Term begins (as set forth below). Rates may change, but in no case exceed the rates set forth in this Order, during the Term. The rates in this Order are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.
 - The Effective Date of this Order is the later of the signature dates above. The Term begins (1) if this Order is for "New Install" as checked above, on the date when the Service is installed and available for use by Customer pursuant to this Order, or (2) if this Order is for "Conversion from Month-to-Month", "Renewal" or "Recast" as checked above, on the Effective Date of this Order ("Cutover Date"), and the Order terminates automatically at the end of the Term based on the number of months selected above. At the end of the Term, the Service will automatically be provided to Customer under the terms and conditions of the applicable Tariff, Catalog or Guidebook and BSA on a month-to-month basis at the then-current month-to-month Tariff, Guidebook or Catalog rates unless and until execution of a then available term plan for the Service or until AT&T or Customer cancels the Service on 30-day prior written notice.
 - If Customer cancels this Order prior to the Cutover Date, 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.
 - If Customer terminates all Service after Cutover but before the scheduled completion of the Term, then Customer shall become liable for the applicable early termination charges. The termination charges are dependent upon the Order Term and Line Capacity Commitment designated by Customer and are calculated as follows:
Eighty percent (80%) of the contracted-for station lines (as referenced in the attached Centrex Service Pricing Sheet), MULTIPLIED times the associated monthly rate(s) (as referenced in the Centrex Service Pricing Sheet), MULTIPLIED times the number of remaining months in the selected Service Term (as referenced in the Confirmation of Service Order), MULTIPLIED times fifty percent (50%).
 - In the event that the number of station lines contracted for by the Customer is lower than the Line Capacity Commitment noted on this Order, Termination Charges for partial discontinuance apply. Termination Charges for partial discontinuance of Centrex Service at the request of Customer before the end of the selected Service Term is calculated by AT&T as follows:
Eighty percent (80%) of the Line Capacity Commitment (as referenced on the Confirmation of Service Order), MULTIPLIED times the associated monthly rate(s) (as referenced on the Centrex Service Pricing Sheet), MULTIPLIED times the number of remaining months in the selected Service Term (as referenced on the Confirmation of Service Order), MULTIPLIED times fifty percent (50%).
 - In the event Customer moves the principal service location, termination charges will not be applicable if any of the following apply:
 - * The move is within its AT&T service wire center area and the same or greater number of lines exist after the move.
 - * Move of secondary location(s) in the same Centrex Service system is moved within its serving wire center area or outside of its serving wire center area.

AT&T and Customer Confidential Information



AT&T ILEC Centrex Service ("Service")

Confirmation of Service Order

- * Move is between wire center areas and both wire centers are served by AT&T switches, with station lines not to exceed 500.
- * Move is between wire centers served by an AT&T switch and an off-premises located AT&T switch, with station lines not to exceed 300.

When the move of the principal service location is between wire centers, a new Confirmation of Service Order is required for the new location and the new Confirmation of Service Order must be for a period equal to or greater than the time remaining in the existing Confirmation of Service Order and for the same or greater number of contracted-for station lines.

All station lines involved in a relocation of Centrex Service are subject to then-current installation and nonrecurring charges.

8. This Order supersedes all prior representations, warranties or agreements, whether oral or written, express or implied.

<i>For internal use only</i>	
Program Code	

AT&T CENTREX SERVICE

Quick Quote
MICHIGAN

CITY OF GROSSE POINTE WOODS

Date: 10/11/11
Contract Period: 36
Total # Lines: 33

Salesperson: JOHN STONE
Phone: 404-927-8888

INSTALLATION CHARGES

USOC	LINE ITEM	QTY	EACH	TOTAL
TOTAL INSTALLATION CHARGES:				\$0.00

MONTHLY CHARGES

USOC	LINE ITEM	QTY	EACH	TOTAL
1. CYA1X	SERVICE ESTABLISHMENT CHARGE - 2-50 LINE	1	\$20.00	\$20.00
2. SXP++	NETWORK ACCESS / STF - 1-25 LINES - AREA A	25	\$10.49	\$262.25
3. SXP++	NETWORK ACCESS / STF - 26-199 LINES - AREA A	8	\$6.60	\$52.80
4. NUM	STANDARD FEATURE CENTREX STATION - 7+ COMMIT	33	\$2.62	\$86.46
5. 9ZR	FEDERAL ACCESS CHARGE	33	\$5.38	\$177.54
6. 9PZLX	FEDERAL UNIVERSAL SERVICE FEE	33	\$0.11	\$3.63
7. 911		1	\$11.13	\$11.13
8. N8D	CALLING NAME DISPLAY	20	\$2.60	\$52.00
TOTAL MONTHLY CHARGES:				\$665.81

NOTE: APPLICABLE TAXES, TECHNICIAN PREMISES VISIT CHARGE (\$85.00), AND LABOR AND MAINTENANCE CHARGES (APPX. \$100.00 PER HOUR/NON-PREMIUM TIME) NOT INCLUDED IN QUOTE.

THIS QUOTE DOES NOT CONSTITUTE A BINDING CONTRACT AND IS VALID FOR 30 DAYS FROM DATE OF QUOTE.

**at&t**

**AT&T METRO BLITZ DS1 SERVICE ("SERVICE")
SERVICE AGREEMENT PROVIDED PURSUANT TO CUSTOM TERMS**

845

Customer ("Customer")	AT&T ("AT&T")
City of Grosse Pointe Woods 20025 Mack Plaza Drive Grosse Pointe Woods MI 48236 USA	For purposes of this Service Agreement, AT&T means the Service Provider specifically identified herein.
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices <input checked="" type="checkbox"/> Primary Sales Contact
Name: Alfred Fincham Title: City Administrator Telephone: 313-343-2440 Fax: E-mail: cityadmin@gpwwmi.us <u>Address for notices, if different from above:</u> Street Address City State Zip Code USA	Account Rep Name: John Stone Title: Sales Manager Telephone: 4049278888 Fax: Email: js4640@att.com Street Address: 675 West Peachtree Street City: Atlanta State: GA Zip Code: 30375 <u>With a copy to:</u> AT&T Corp. One AT&T Way, Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com
AT&T Authorized Agent or Representative Information (if applicable) <input type="checkbox"/> Primary Sales Contact	
Name: Company Name: Agent Street Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code	

Customer agrees to purchase Service in the quantities and according to the prices and terms and conditions set forth in this Service Agreement ("Agreement") and in the applicable Tariffs and/or Guidebooks. In states where the state commission no longer requires a tariff for this Service, Customer agrees to purchase the Service in the quantities and according to the prices and terms and conditions of this Agreement and AT&T's Business Service Agreement (BSA). If there is a conflict between this document and the Tariff, Guidebook or BSA, this document will take priority. The Parties acknowledge and agree that this Agreement represents individual case pricing that is offered to Customer because of the unique or specialized conditions of the AT&T business services purchased by Customer, and, where required, that this Agreement 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 Incumbent Local Exchange Carrier (ILEC) Affiliate identified below as the Service Provider. References to "Agreement" refer to this Agreement and any attachment attached hereto, and incorporated by reference herein.

This Agreement is effective on the date this Agreement is last signed, unless a later date is required by law or regulation, ("Effective Date") and shall remain in full force and effect for the Term of the Agreement as identified below.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Printed or Typed Name:	Printed or Typed Name:
Title:	Title:
Date:	Date:

<i>For internal use only</i>	
Billing Telephone Number for Existing service, if applicable:	313R022234
SDA Code:	<input type="checkbox"/> MB24 <input checked="" type="checkbox"/> MB36 <input type="checkbox"/> MB60

**at&t**

**AT&T METRO BLITZ DS1 SERVICE ("SERVICE")
SERVICE AGREEMENT PROVIDED PURSUANT TO CUSTOM TERMS**

Service Provider and Tariff or Guidebook: (Check only one. To purchase Service from more than one Provider/State, complete additional order form(s).)

<input type="checkbox"/> Illinois Bell Telephone Company d/b/a AT&T Illinois; DS1 Service - Illinois State Exchange Tariff 19
<input type="checkbox"/> Indiana Bell Telephone Company, Incorporated d/b/a AT&T Indiana; DS1 Service - Indiana Guidebook
<input checked="" type="checkbox"/> Michigan Bell Telephone Company d/b/a AT&T Michigan; DS1 Service - Michigan State Exchange Guidebook
<input type="checkbox"/> The Ohio Bell Telephone Company d/b/a AT&T Ohio; DS1 Service - Ohio Guidebook
<input type="checkbox"/> Wisconsin Bell, Inc. d/b/a AT&T Wisconsin; DS1 Service - Wisconsin State Exchange Tariff 20

Order information:

1. **Order Type:** This Agreement is for (Select one of the first three check boxes):

☐ **New Install** (Check this if no current Metro Blitz DS1 Service exists at this location, or if adding additional Metro Blitz DS1 Service with its own contract term.)

☐ **New Term Plan** (Check this if DS1 Service had been on a term contract which has expired, or is moving to a term plan from a month-to-month arrangement.)

☒ **Renewal/Additional Service** - This Agreement supersedes and replaces existing contract which expires approximately 10/29/2011 without any liability for early termination charges for the following reason: **(For Renewal/Additional Service, also check one of the boxes below.)**

☒ Current contract expires within 60 days after execution of this Agreement, and term for existing Service is being extended for the Term of this Agreement.

☐ Customer requests additional Metro Blitz DS1 Service within the same state as the Service Provider checked below, and the term for the existing service is being converted to be coterminous with the Term of this Agreement and the following criteria are met: (i) the term remaining for existing service is equal to or less than the Term of this Agreement, (ii) the quantity of Service in this Agreement will be greater than the existing contract, and (iii) the Service Component rates in this Agreement are equal to or more than the rates of the existing Services.

2. **Service Term ("Term" or "Minimum Payment Period"):** (Check one.)

☐ 24 Months ☒ 36 Months ☐ 60 Months or _____ Months (min. 24, max. 72 mos.)

3. **Existing Circuit ID(s)** (if applicable): DHZA.372429, DHZA.375337

4. **Requested Installation Date:**

5. **Service Components, Prices and Quantities:** In the event that any extended or total amounts conflict with any per-unit rates in the table below, the per-unit rates shall control.

Service Component	Total Quantity for all Locations	x	Monthly Price Each for Term selected above	=	Total Monthly Price
Local Distribution Channels (LDCs)	4	x	\$112.00 - 36 to 59 mo.	=	\$448.00
Channel Mileage Terminations	2	x	\$34.00 - 36 to 59 mo.	=	\$68.00
Channel Mileage (per mile)	8	x	\$14.00 - 36 to 59 mo. IN, MI, OH, WI	=	\$112.00
Central Office Multiplexing	0		[Select, if applicable]	=	\$
Clear Channel Capacity	0		N/A	=	N/A
Total Monthly Price for all Service Components					\$628.00

Non-recurring Service Charges:	Waived \$0
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at&t

AT&T METRO BLITZ DS1 SERVICE ("SERVICE")
SERVICE AGREEMENT PROVIDED PURSUANT TO CUSTOM TERMS

6. **Circuit Location Addresses and Quantity:** In accordance with the Terms and Conditions, AT&T shall furnish and Customer shall subscribe to and pay for Service provided to Customer at the following Customer locations in the state of Michigan.

Quantity of DS1 Circuits	Service Location A	Service Location Z*	Used for ISDN Prime ¹
1	20025 MACK PLAZA DR, Grosse Pointe	23000 JEFFERSON, St Claire	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1	20025 MACK PLAZA DR, Grosse Pointe	1200 PARKWAY DR, Grosse Pointe	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
0	Not Applicable	Not Applicable	Yes <input type="checkbox"/> No <input type="checkbox"/>
0	Not Applicable	Not Applicable	Yes <input type="checkbox"/> No <input type="checkbox"/>

* If any of the DS1 Circuits identified above are used by Customer for the transport portion of AT&T ISDN Prime service, then there is no Location Z Customer information applicable in the above table.

7. **Jurisdiction:** Customer acknowledges and certifies that the interstate traffic (including Internet traffic) constitutes ten percent (10%) or less of the total traffic on the circuit(s). This provision is not applicable when the Service is used solely for the transport portion of AT&T local access switched voice services.

8. **Additional Terms and Conditions:** The terms and conditions for Service set forth in this Agreement are in addition to those contained in the applicable Tariff or Guidebook.

A. Definitions

"Term Start Date" is when the Service is first provisioned or otherwise available for Customer's use at any single Site pursuant to this Agreement.

"Service Component" means an individual component of a Service provided under this Agreement.

Tariffs, Guidebooks and AT&T Business Service Agreement (BSA). "Tariffs" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that AT&T files with regulatory commissions. "AT&T Business Service Agreement" and "Guidebooks" are documents containing the standard descriptions, pricing, and other terms and conditions for a Service that were, but no longer are, filed with regulatory commissions. In some states, the "AT&T Guidebook" and "AT&T Business Service Agreement" constitutes the "Guidebook" applicable to the Service(s) and the AT&T Business Service Agreement and AT&T Guidebook shall be treated as a "Guidebook" for purposes of this Agreement. Tariffs, Guidebooks and the BSA can be found at www.att.com/servicepublications.

B. Description of Service. The Service described below is provided solely by the AT&T entity identified above and is not jointly provided with any other carrier.

In accordance with the terms and conditions herein, AT&T shall provide 1.544 MBPS High Capacity Digital Service Channels ("DS1 Service") between the locations designated above.

C. Term. For the Service(s) offered under this Agreement, the Term for all Services shall begin ("Term Start Date") on the later of (1) if this Agreement is only for "New Install" as checked above, on the date when the first Service at the first Customer Site is installed and available for use by Customer pursuant to this Agreement, or (2) if this Agreement is for "New Term Plan" or "Renewal/Additional Service" as checked above, the last date on which this Agreement is signed by a party as indicated in the signature block above, or (3) the date of approval of this Agreement by an appropriate regulatory body, if regulatory approval is required for this Agreement for the Service(s), and will continue for the Term as selected by Customer above. No rates or discounts shall be applied prior to the Term Start Date. Upon the expiration of the Term, no rates or discounts provided under this Agreement will apply to such Service. For any Service provided under this Agreement, upon expiration of the Term, Customer will have the option to either (a) notify AT&T as per contract notice information on page 1 of this Agreement of Customer's desire to terminate the Service or (b) continue using the Service on a month-to-month basis until the Service is 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 this Agreement, the prices for the Service provided under this Agreement will automatically be the then-current month-to-month rates set forth in the applicable Tariff or Guidebook. After expiration of the Term of this Agreement, AT&T may modify rates, terms and conditions applicable to the Service(s) on thirty days' notice.

**at&t****AT&T METRO BLITZ DS1 SERVICE ("SERVICE")
SERVICE AGREEMENT PROVIDED PURSUANT TO CUSTOM TERMS**

This Agreement will expire when Service(s) or Service Component(s) are no longer provided under this Agreement.

D. Pricing. The rates and charges stated in this Agreement are stabilized until the end of the Term of this Agreement, and apply in lieu of the corresponding rates and charges set forth in the applicable Tariff or Guidebook. Except as otherwise provided herein, no other discount, promotion, credit or waiver set forth in a Tariff or Guidebook will apply. Prices in this Agreement are exclusive of, and Customer will pay, all current or future taxes, regulatory surcharges, recovery fees, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

E. Billing and Payments. Customer will pay AT&T (i) the Monthly Charges and Non-recurring Charges set forth herein, and (ii) applicable taxes, surcharges, and recovery fees (including universal service fees), and customs and duties. Customer's obligation to pay for all Services will begin upon the Term Start Date. AT&T will invoice Customer for the Services on a monthly basis. AT&T may require Customer to tender a deposit if AT&T determines, in its reasonable judgment, that Customer is not creditworthy.

Payment is due within 30 days after the date of the invoice and must refer to the invoice number. Charges will be quoted and must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorney's fees. AT&T may charge late payment fees as specified in the applicable Tariff or Guidebook, at the rate specified therein.

F. Termination for Convenience. The following termination provisions are only applicable to Services provided pursuant to this Agreement.

1. If Customer cancels this Agreement prior to the Term Start Date, 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.
2. If Customer terminates Service(s) before expiration of the Term, in whole or in part, for any reason other than default by AT&T, or AT&T terminates for Customer's default, on or after the Term Start Date but before the scheduled completion of the Term, Customer shall pay a termination liability of 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(s) as set forth in this Agreement, 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. These charges shall become due and immediately payable upon termination.

G. Tariff and Regulations.

This Agreement 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 Agreement will be deemed to be a separate agreement with respect to the Service offered in a particular jurisdiction.

AT&T will, subject to the availability and operational limitations of the necessary systems, facilities, and equipment, provide the Service pursuant to the terms and conditions in the Tariff or Guidebook. This Agreement may be filed with the appropriate state commission. If approval is required and not obtained, then this Agreement will immediately terminate, and Customer shall receive a refund of any non-recurring charge paid and pre-paid amounts for Service not received.

H. Installation. Installation hereunder requires certain equipment and facilities on AT&T's side of the demarcation point. Customer shall be responsible for providing adequate space and power, as determined by AT&T, for equipment requirements at the designated locations. If installation is delayed due to changes, acts, or omissions of Customer, or Customer's contractor, or due to any event described in Section L, Excused Performance, AT&T shall have the right to extend installation for a reasonable period of time equal to at least the period of such delay and consequences.

If Customer cancels this Agreement before the Service is installed for reasons not excused herein, Customer shall reimburse AT&T for all expenses incurred in processing the order and in installing the required equipment and facilities completed up to the date of cancellation as specified in the applicable Tariff or Guidebook.

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.

I. Service and Maintenance Obligations. AT&T represents to Customer, for the Term, that the Service shall operate substantially and materially in accordance with the specifications in the applicable Tariff or Guidebook. If, under normal and proper use, the Service fails to perform substantially as specified above, and Customer notifies AT&T within the Term, AT&T shall correct such Service degradations or failures without charge to Customer. Customer may report service and feature problems seven (7) days per week and twenty-four (24) hours per day. AT&T's repair obligation does not include damage, defects, malfunctions, service degradations or failures caused by Customer's or third party's abuse, intentional misuse,



at&t

AT&T METRO BLITZ DS1 SERVICE ("SERVICE")
SERVICE AGREEMENT PROVIDED PURSUANT TO CUSTOM TERMS

unauthorized use or negligent acts or omissions. In addition, the foregoing repair obligation applies only if Customer provides AT&T with access on AT&T's side of the demarcation point to enable AT&T to perform maintenance or repair work.

In the event of a Service interruption, a credit allowance will be made for the affected portion of the Service to the extent specified by Tariff or Guidebook. No other liability shall attach to AT&T as a result of such interruption to Service. 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 AT&T, FOR LOSS OR DAMAGE CAUSED BY, OR ARISING IN CONNECTION WITH, THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICE PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE THE OBLIGATIONS OF AT&T AS SET FORTH IN THIS AGREEMENT.

Equipment and facilities furnished by AT&T on Customer's premises, or any property, shall be returned to AT&T in good condition, reasonable wear and tear thereof excepted. In case of damage, loss or destruction of any of AT&T's equipment or facilities, and not due to the negligence of AT&T; or to fire, storm or other like casualty, Customer shall pay to AT&T the lesser of the value of the equipment, facility or line damaged, lost or destroyed, or the cost of restoring it to its original condition, as the case may be, less ordinary wear and tear.

J. Limitation of Liability. The liability of AT&T for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of furnishing the Service, and not caused by the negligence of Customer, shall in no event exceed the amount specified in the Tariff or Guidebook. No liability shall in any case attach to AT&T for any indirect, incidental, or consequential damages, including lost profits, sustained or incurred in connection with the performance or non-performance of the Service provided hereunder regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether such damages are foreseeable. It is understood and agreed that AT&T is not an insurer and that the charges for the Service are based solely on their value and on the scope of liabilities set forth in this Agreement and that said charges are unrelated to the potential for indirect, incidental, consequential or other damages. AT&T and Customer agree that this allocation of risk and liability is fair and reasonable.

Any legal action arising from or in connection with any defect or failure in any product provided by AT&T, or the performance or nonperformance of any service provided by AT&T, must be brought within two (2) years after the acceptance of such product or service by customer.

For Services provided in Ohio: Approval of limitation of liability language by the Public Utilities Commission of Ohio (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 courts responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

K. Service Upgrade. Customer may upgrade the Service to an AT&T local exchange telephone company higher speed service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is 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 is installed between the same locations as the applicable service. Non-recurring charges will apply to the Upgraded Service.

L. Excused Performance. AT&T shall not be liable in any way for any delay or any failure of performance of the Service or for any loss or damage due to any of the following: (a) Any causes beyond AT&T's reasonable control, including but not limited to, fires, floods, epidemics, quarantine restrictions, unusually severe weather, strikes, embargoes, manufacturers' delays, explosions, power blackouts, wars, labor disputes, acts of civil disobedience, acts of civil or military authorities, acts stemming from governmental requirements and priorities, acts of nature, acts of public enemies, or acts or omissions of carriers; provided AT&T has exercised reasonable measures, if feasible, to mitigate such delay; (b) Any wrongful or negligent act or omission of Customer or its employees and agents; or (c) Customer's failure to provide access to Customer's premises as reasonably requested by AT&T.

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

N. Assignment. Neither party shall assign any right or obligation under this Agreement without the other party's prior written consent, which consent will not be unreasonably withheld. Notwithstanding the foregoing, AT&T may assign this Agreement, in whole or in part, to any of its affiliates. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and assigns.



AT&T METRO BLITZ DS1 SERVICE ("SERVICE")
SERVICE AGREEMENT PROVIDED PURSUANT TO CUSTOM TERMS

O. **Publicity and Trademarks.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or the provision of Services without the prior written consent of the other party. Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

P. **Governing Law.** This Agreement and any claims arising hereunder or related hereto, whether in contract or tort, shall be governed by the domestic laws of the State in which the Services are provided.

Q. **Severability.** If any portion of this Agreement is found to be invalid or unenforceable, or if applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

R. **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

S. **Notices.** All notices required under this Agreement will be delivered in writing to the recipient's contact designated on the first page of this Agreement, or to such other contact as designated in writing from time to time. Notices shall be by internationally recognized overnight courier, certified or registered mail, email, or facsimile and will be effective upon receipt or when delivery is refused, whichever occurs sooner.

T. **Confidentiality.** This Agreement and any pricing or other proposals are confidential to Customer and AT&T. Neither party may publicly disclose any confidential information without the prior written consent of the other, unless authorized by applicable law, regulation or court order. Until directed otherwise by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

U. **Indemnification.** Each party will defend, indemnify and hold harmless the other party, its agents and employees against all claims by third parties (including legal fees and expenses) arising in whole or substantial part out of that party's negligent acts or omissions under this Agreement that result in personal injury or property damage. The indemnified party will promptly notify the indemnifying party of any claim. The indemnifying party shall assume and have sole control of the defense of such claim. This obligation to indemnify shall survive termination of this Agreement.

V. **Entire Agreement.** This Agreement and the applicable Tariff(s) or Guidebook(s) constitute the entire agreement between the parties with respect to the Services provided under this Agreement, and supersedes all other agreements, proposals, representations, statements or understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

End of Document



CITY OF GROSSE POINTE WOODS
MEMORANDUM

8B

RECEIVED
OCT 11 2011
CITY OF GROSSE PTE. WOODS

DATE: October 7, 2011

TO: Al Fincham, City Administrator

CC: Dee Ann Irby, Treasurer/Comptroller

FROM: Susan Como, Executive Assistant/PAATS Representative

SUBJECT: SMART Municipal and Community Credits Contract for FY - 2012

Attached is the *FY-2012 Municipal Credit and Community Credit Contract* between SMART and the City. The contract outlines that the City will receive \$15,884 in Municipal Credits and \$19,550 in Community Credits, totaling \$35,434. Please note: Due to a reduction in revenue, SMART reduced this year's Community Credit payments to all participants by 20%.

The *Projected FY-2012 Operating Budget* (Exhibit B) outlining how funds will be expended is as follows:

OPERATING EXPENSES	
Administrative Fee	\$3,543
Other – Transfer to PAATS	\$21,000
Taxi Service	\$2,000
Charter Service	\$7,091
Capital Purchases	\$1,800
Total	\$35,434
REVENUES	
Municipal Credit Funds	\$15,884
Community Credit Funds	\$19,550
Total Revenue	\$35,434

I recommend approval of *SMART Municipal and Community Credit Contract FOR FY-2012*.

Attachments

RECOMMENDED FOR APPROVAL AS SUBMITTED:


Al Fincham, City Administrator


Date



Suburban Mobility Authority for Regional Transportation

Buhl Building • 535 Griswold Street, Suite 600 • Detroit, MI 48226 • (313) 223-2100

August 8, 2011

RECEIVED

AUG 11 2011

CITY OF GROSSE PTE. WOODS

Dear Community Transit Provider,

As the local Community Transit provider, the service you provide is critical to keeping southeast Michigan seniors and people with disabilities independent and healthy. Unfortunately, the current economic situation has significantly impacted the revenue SMART receives from the transit millage collected in each county. Over the past three years, revenues from the millage have decreased by more than 24 percent. Given the reduction in revenue, SMART management and its Board of Directors are reducing Community Credit payments to all participants by 20 percent for fiscal year 2012.

During better economic times (from FY 2006 through 2009) as millage revenue increased, SMART passed Community Credit increases on to providers. However, in the face of ever-increasing costs and decreasing revenue, SMART cannot continue to absorb the growing deficit. Since 2008, SMART management has cut expenses by over \$7 million. This was accomplished through administrative staff reductions, departmental restructuring, an early retirement incentive program, employee wage freeze, facility closure, as well as instituting a fare increase and other transit policies to increase revenue. SMART continues to be good stewards of taxpayer dollars by analyzing its operations to improve efficiencies and reduce costs when possible.

Recognizing the importance of keeping all vehicles safe and reliable, SMART continues to offer free labor for all repairs done on communities' SMART vehicles when done by our staff in SMART facilities. We have provided this service for years, only charging for the cost of parts, even excluding costs for fluids. However, starting this October, SMART will begin charging communities for fluids, such as the cost of oil when an oil change is done. We will continue to provide the labor portion for free.

We hope you will continue this work and consult with your SMART Ombudsperson to take advantage of the services they provide. We do offer transit evaluations to ensure the services you provide are as efficient as possible, especially during these difficult economic times.

Thank you for your understanding in this matter. If you have any questions, please feel free to contact your Ombudsperson.

Sincerely,

John W. Swatosh
Deputy General Manager for Administration



MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY - 2012

I, Robert E. Novitke, on behalf of the City of Grosse Pointe Woods apply to SMART for our Municipal and Community Credits available for the period July 1, 2011 to June 30, 2012, and agree that the Municipal and Community Credits Master Agreement is incorporated herein by reference, and forms part of this agreement. Specific terms, conditions, and budgetary projections are set forth in Exhibits A and B as necessary.

Our community agrees to use the \$15,884 in **Municipal Credit** funds available to us as follows:

- (1) Transfer of \$ 10,500 to PAATS
TRANSFEEEE COMMUNITY

At the cost of \$ 10,500

- (2) Transportation program operated/administered by the community
(Includes Charters, Van/Bus Program, Taxi Reimbursement)

At the cost of \$ 5,384

- (3) Services purchased from SMART
(Includes SMART Tickets/Passes, Shuttle Service, Dial-A-Ride)

At the cost of \$ _____

Total \$15,884

Pursuant to Michigan PA 51 of 1951, SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature. Municipal Credit funds made available to SMART through legislative appropriation are based on projected revenue estimates. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it may necessitate a reduction in the amount of funds available to **CONTRACTOR**. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the Legislature to SMART.

Our community agrees to use the \$19,550 in **Community Credit** funds available to us as follows:

- (1) Transfer of \$ 10,500 To PAATS
TRANSFEEEE COMMUNITY

At the cost of \$ 10,500

- (2) Transportation program operated/administered by the community
(Includes Charters, Van/Bus Program, Taxi Reimbursement)

At the cost of \$ 7,250

- (3) Services purchased from SMART
(Includes SMART Tickets/Passes, Shuttle Service, Dial-A-Ride)

At the cost of \$ _____

- (4) Capital Purchases

At the cost of \$ 1,800

Total \$19,550

Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by a community requires presentation of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). *Community Credit* dollars, available in FY 2012, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement.

City of Grosse Pointe Woods

By: _____
Robert E. Novitke

Its: Mayor

Dated _____

**Suburban Mobility Authority for
Regional Transportation**

By: _____
John C. Hertel, General Manager

Dated _____

EXHIBIT B

PROJECTED OPERATING BUDGET

Municipality: Grosse Pointe Woods

Project: SMART Municipal and Community Credits

Contract Period: July 1, 2011 – June 30, 2012

Account No: _____

OPERATING EXPENSES:

Administrative Fee	
(10% max. of MC & CC funds)	<u>\$3,543</u>
Driver Wages	_____
Fringe Benefits	_____
Gasoline & Lubricants	_____
Vehicle Insurance	_____
Parts, Maintenance Supplies	_____
Mechanic Wages	_____
Fringe Benefits	_____
Dispatch Wages	_____
Other (Specify) Transfer to PAATS	<u>\$21,000</u>

Sub-Total (Operations & Maintenance)	<u>\$24,543</u>
--------------------------------------	-----------------

Purchased Service

Taxi Service	<u>\$2,000</u>
Charter Service	<u>\$7,091</u>
SMART Bus Tickets	_____
SMART Shuttle Service	_____
SMART Dial-A-Ride	_____

SUB-TOTAL	<u>\$9,091</u>
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CAPITAL EQUIPMENT:

(Only list purchases to be made with Community Credits)

Computer Equipment	_____
Software	<u>\$1,800</u>
Vehicle	_____
Maintenance Equipment	_____
Other (Specify)	_____

Sub-Total	<u>\$1,800</u>
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<u>TOTAL EXPENSES:</u>	<u>\$35,434</u>
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EXHIBIT B (Page 2)

REVENUES:

Municipal Credit Funds	<u>\$15,884</u>
Community Credit Funds	<u>\$19,550</u>
Specialized Services Funds	<u> </u>
General Funds	<u> </u>
Farebox Revenue	<u> </u>
In-Kind Service	<u> </u>
Special Fares (Contracted Service)	<u> </u>
Other (Specify)	<u> </u>

TOTAL REVENUE:

\$35,434

(Note: Total Expenses must equal Total Revenues)

Submitted By:

Title

Date:

Susan Como

Executive Assistant

10/7011

EXHIBIT A
PROJECT DESCRIPTION

(Please provide the below information)

INSTRUCTIONS:

Please complete in detail your transportation project(s) description. Description must include all projects (van programs, charters, taxi programs, SMART tickets, etc.)

DEFINITION:

Provide a narrative description of the project.

SERVICE AREA:

Identify the geographical service boundaries of the communities served.

SERVICE HOURS:

Define the days and hours of service.

ELIGIBLE USER GROUP:

Define the eligible user of the service (age, elderly, disabled, etc.).

FARE STRUCTURE:

Define the fares to be charged to each eligible user.

SERVICE LEVEL:

Define the criteria that describes what level of service a user can expect; e.g., must a user call 24 hours in advance?

SERVICE MODE:

Describe the type (seating capacity, wheelchair accessible) and number of vehicles used in providing the service.

EXHIBIT A

Project Description

Pointe Area Assisted Transportation Service (PAATS)

A subsidized transportation service program is provided to the elderly and handicapped residents in the City of Grosse Pointe Woods. Eligible residents may use this service for medical, nutritional, social and recreational purposes.

The *PAATS* program services an area primarily composed of the Grosse Pointes and Harper Woods. Extended boundaries include 11 Mile Road, Gratiot, Chalmers, Lake St. Clair and site specific locations. These site specific locations are as follows: Henry Ford Hospital (Warren); Detroit Medical Center; City County Building; Regal Court Complex (27472 Schoenherr); St. John G.I. Center (Little Mack); St. John Surgery Center (21000 12 Mile); East Area Family Physicians (30695 Little Mack); additional site specific locations as needed.

Service Hours: 7:30am – 4:30 pm, Monday through Friday (by appointment).

Eligibility Criteria: Residents 60 years of age and older; disabled persons of any age.

Program participants pay a fare of \$2.00 within the Grosse Pointes and Harper Woods; \$3.00 outside of the Grosse Pointes and Harper Woods but still within *PAATS* boundaries; \$4.00 for any specific site location.

The level of service is subject to availability. Appointments may be made up to 15 days in advance. Buses used by *PAATS* may transport a maximum of 18 passengers and are wheelchair lift equipped.

The total funds allocated for this program are \$21,000. This amount includes Municipal and Community Credits.

Charter Bus

Recreational and cultural activities are provided to residents in the City of Grosse Pointe Woods through a charter bus service. Travel accommodations are provided for individuals with special needs.

The charter bus service program provides residents with destinations within Wayne, Oakland, Macomb, St. Clair and Monroe Counties.

Reservations: 8:30 am – 5:00 pm, Monday through Friday. The charter bus trip times vary according to the event scheduled.

Eligibility Criteria: Residents of any age within the City of Grosse Pointe Woods.

Program participants pay a trip fare that does not include the cost of transportation.

The level of service is subject to availability based upon a first come, first served basis. Buses used in the program may transport up to 55 passengers. Wheelchair lift equipped buses are provided upon request when sufficient notice is given.

The total funds allocated for this program are \$7,091. This amount includes Municipal and Community Credits.

Subsidized Taxi

A subsidized transportation service program is provided to the elderly and handicapped residents in the City of Grosse Pointe Woods with the Shamrock Cab Company. Credit funds are used to pay the first \$5.00 of a metered fare, with the remaining fare balance paid by the resident.

The subsidized taxi program is limited to the residents of Grosse Pointe Woods. Residents may use the program for transportation within the entire range served by the taxi company. A limit is not placed on the distance a resident may travel.

Service Hours: 24 hours a day, 365 days a year.

Eligibility Criteria: Residents 60 years of age and older and disabled persons of any age.

Program participants are charged a metered fare of \$2.50 per mile. The first \$5.00 of the fare is subsidized by the City.

The level of service is subject to availability. Calls are answered within a one-hour period, with the average response time being 20 minutes.

The total funds allocated for this program are \$2,000. This includes Municipal and Community Credits.

Capital Improvements

Software

When residents are interested in participating in a trip, RecPro software is used to assign people to the trip, print out rosters, send out itineraries, as well as to create weekly, monthly, and annual reports.

The total funds from Community Credits allocated for Capital Improvements are \$1,800.

MEMO 11 - 51



RECEIVED
OCT 11 2011
CITY OF GROSSE POINTE WOODS

TO: Alfred Fincham, City Administrator
FROM: Joseph J Ahee, Director of Public Services *JJA*
DATE: October 7, 2011
SUBJECT: Recommendation – Sewer Line Root Control

The sewer line root control treatment used by the city for the last several years is a specialized chemical treatment method. We are aware of only four companies who perform this work and, based on the stringent qualifications included in our bid specifications, three of the four companies have failed to submit bids to past requests.

Duke's Sales & Service prices have remained unchanged since 1999. They have worked in the city in previous years and their work has always been satisfactory. No further benefit would accrue to the city by going out for additional bids for this service. Therefore, I recommend that we award a contract for the sewer line root control treatment to Duke's Sales & Service, Inc., 1020 Hiawatha Blvd. West, Syracuse, NY 13204-1131 in an amount not to exceed \$10,000.00. This is a budgeted item in the 2011/2012 budget in account 592-537-975.011.

If you have any questions concerning this matter please contact me.

cc: Dee Ann Irby
Bid file
dm

Recommend approval of the above stated and do not believe any benefit will accrue to the City to seek further competitive bids.

A. Fincham
Alfred Fincham, City Administrator

10-7-11
Date

Dee Ann Irby
Dee Ann Irby, City Treasurer/Comptroller

10-10-11
Date

Council Approval Required