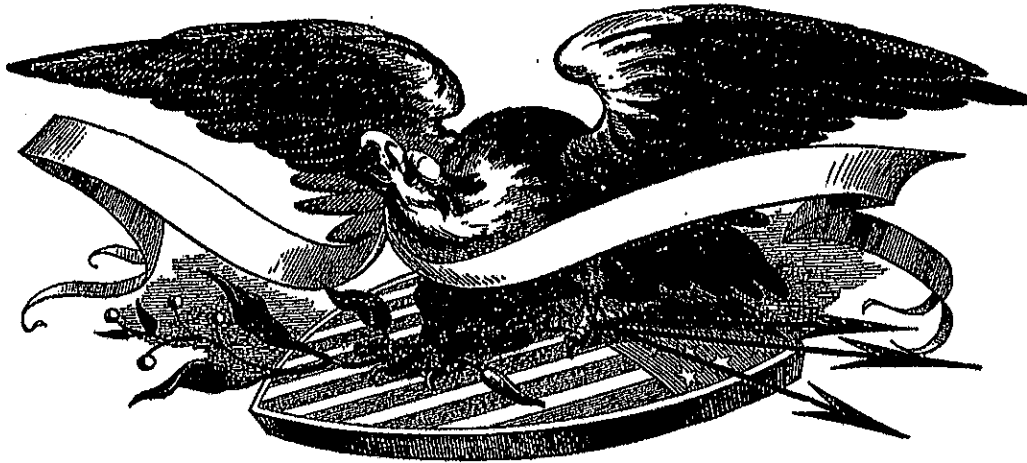


THE
CITY
OF
MAROA



ORDINANCE NO. 20180226-1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT WITH FRONTIER COMMUNICATIONS FOR THE PROVISION OF CERTAIN INTERNET ASSOCIATED SERVICES AND EQUIPMENT WITHIN THE CITY OF MAROA, COUNTY OF MACON AND STATE OF ILLINOIS

**ADOPTED BY THE MAYOR AND CITY COUNCIL
OF THE CITY OF MAROA
THIS 26th DAY OF FEBRUARY 2018.**

Published in pamphlet form by authority of the City Council of the City of Maroa, Macon County, Illinois, this 26th Day of February 2018.

ORDINANCE NO. 20180226-1

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT WITH FRONTIER COMMUNICATIONS FOR THE PROVISION OF CERTAIN INTERNET ASSOCIATED SERVICES AND EQUIPMENT WITHIN THE CITY OF MAROA, COUNTY OF MACON AND STATE OF ILLINOIS

WHEREAS, Frontier Communications has presented the City Council provide certain internet services and equipment in the City of Maroa; and,

WHEREAS, the Mayor and City Council have determined it to be in the best interest of the City to accept the proposal;

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Maroa, County of Macon, and the State of Illinois, as follows:

Section 1. The Contracts hereto attached as Exhibit A and B, is approved with annotated changes, if any, and the City Council hereby authorizes the Mayor to execute and the Clerk to certify said Agreement.


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PRESENTED, PASSED AND APPROVED by the Mayor and City Council of the City of Maroa, Illinois, on the 26th day of February 2018.

NAME	AYE	NAY	ABSTAIN	ABSENT
Aldерwoman Angela Bogle	✓			
Alderman Wayne Kissinger	✓			
Alderman Ryan Wilkey	✓			
Alderman Frederick Peart	✓			
Aldерwoman Monica Estep	✓			
Alderman Jason Edwards	✓			
Mayor Aaron Meador				


AARON MEADOR, MAYOR

ATTEST:


DIANE EDWARDS
CITY CLERK

STATE OF ILLINOIS)
) SS.
COUNTY OF MACON)

CERTIFICATE

I, Diane Edwards, certify that I am the duly elected and acting City Clerk of the City of Maroa, Macon County, Illinois.

I further certify that on the 26th day of February 2018, the Corporate Authorities of such Municipality passed and approved:

ORDINANCE NO. 20180226-1


AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONTRACT WITH FRONTIER COMMUNICATIONS FOR THE PROVISION OF CERTAIN INTERNET ASSOCIATED SERVICES AND EQUIPMENT WITHIN THE CITY OF MAROA, COUNTY OF MACON AND STATE OF ILLINOIS

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of ORDINANCE NO. 20180226-1, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was posted in the City Hall, commencing on 26th day of February 2018, and continuing for at least ten days thereafter. Copies of such Ordinance were also available for public inspection upon request in the office of the City Clerk.

I certify this is a true and correct copy of Ordinance 20180226-1.

DATED at Maroa, Illinois, this 26th day of February 2018.



Diane Edwards, City Clerk

SEAL

This is Schedule Number S-0000174834 to the Frontier Services Agreement dated 03/29/2017 ("FSA") by and between City Of Maroa ("Customer") and Frontier Communications of America, Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide the Services and Equipment identified in the Schedule below.

Customer Information:

Installation Site:	119 West Main Street, Maroa, Illinois, 61756	Schedule Date:	12/22/2017
Billing Address:	Po Box 136, Maroa, Illinois, 61756-0136	Requested Install Date:	03/15/2018
Single Point of Contact ("SPOC"):	Aaron Meador	Phone:	(217) 794-2206

Equipment Purchase and Installation Services:	Payment
A. Equipment and associated products specifically identified in Attachment 1 ("Equipment")	\$ 7,137.14
B. Installation & Training Services as specified in Attachment 2: Scope of Work ("SOW") (Including adjustments from Section 6 of Attachment 2, if applicable) ("Services")	\$ 1,269.52
Total Payment: \$ 8,406.66	
Payment Schedule: As described below	
Frontier reserves the right to invoice Customer for all costs incurred, if Installation Services are stopped, delayed, or rescheduled for more than 45 days, whether due to a request by Customer or as a result of a failure of Customer to meet the responsibilities outlined in Attachment 2.	
* Payment Plan – for Equipment & Services with the following Total Payment:	
(a) < \$25,000: Equipment payment 100% on delivery; Services 100% on Frontier provision of COC (described below),	
(b) >= \$25,000: Equipment payment 25% on mutual execution of this Schedule, remainder on shipment of Equipment; Services 100% per COC or COA (described below).	

Lease/Financing Option: NO

YES (if checked the Payment Schedule will be 100% on Acceptance, and the following terms apply)

Customer has entered into a financing agreement with <insert lender's full legal name> ("Lender"). Frontier will exercise commercially reasonable efforts to cooperate with Lender, and will accept Lender's payment pursuant to this Schedule on Customer's behalf. Upon Frontier's receipt of payment in full for the Equipment from Lender, Customer shall have no further interest in, or right to the Equipment except such interest as is set forth in any financing agreement between Customer and Lender. Notwithstanding the foregoing, Customer acknowledges and agrees that it is solely responsible to Frontier for the terms and conditions of this Schedule and Frontier is not responsible for, and bears no risk with respect to such financing agreement, including but not limited to Lender's approval or rejection of Customer's creditworthiness, or the performance under any such financing agreement by any party thereto. In the event Lender does not approve or otherwise fails to assume responsibility for payment, Customer will remain responsible to Frontier for all of the terms and conditions (including but not limited to charges) outlined in this Schedule.

- Equipment Delivery and Billing.** With respect to Equipment that is not a Drop-Ship Order (described below), Frontier will, at a Frontier facility or other location (not the Customer's address), receive, inventory, and / or preprogram or stage such Equipment as required prior to delivery to Customer. Once these tasks are completed, Frontier will deliver such Equipment to the Customer at the Installation Site. Upon such delivery, risk of loss for such Equipment so delivered shall pass to Customer and Customer has the insurable interest in such Equipment. Customer will be responsible for securely storing such Equipment, and providing such Equipment to Frontier's representatives (typically, installation technicians) at the time of installation. If the Equipment alone has a price less than twenty-five thousand dollars (\$25,000), then Customer shall be deemed to have accepted such Equipment upon delivery ("Acceptance") and Frontier billing will commence at this time for such Equipment. If the Equipment alone has a price equal to or greater than twenty-five thousand dollars (\$25,000) or more, then Frontier will provide to Customer at Equipment delivery a Certificate of Acceptance ("COA") for such Equipment, that Customer shall return to Frontier within five (5) business days of delivery. If the COA for Equipment is not received by Frontier within such time and Customer has not notified Frontier in writing of a material problem related to such Equipment, then Customer shall be deemed to have accepted ("Acceptance") the Equipment and billing will commence.
- Services and Billing.** With respect to Services, Frontier will notify Customer upon Frontier's completion of the Services. If the Total Payment amount is less than \$25,000, then Frontier shall provide to Customer a Certificate of Completion ("COC") for Services (that the Customer is not required to complete and return to Frontier) and billing for such installation and/or training services shall commence. If the Total Payment amount is equal to or greater than \$25,000, then Frontier shall provide to Customer a Certificate of Acceptance ("COA") for Services that Customer shall complete and return to Frontier within five (5) business days and billing shall commence. If the COA for Services is not returned within such period, and Customer has not notified Frontier in writing of a material problem related to the Services, then Customer shall be deemed to have accepted such Services ("Acceptance") and billing shall commence. If there are minor pending items, the COA for Services will be signed by Customer with a list of exceptions (punch list), and Frontier will address the punch list items in a timely manner following the Acceptance.
- Drop-Ship Orders.** Drop-Ship orders are separately addressed using Frontier's customary "Equipment Purchase Drop-Ship Schedule."
- Manufacturer Requirements.** Customer acknowledges and agrees that the Equipment and Services provided by Frontier hereunder are subject to the terms, conditions and restrictions contained in any applicable agreements (including software or other intellectual property license agreements) between Frontier and Frontier's vendors, and all applicable licenses are subject to the manufacturer's and user license terms and conditions.
- Title.** Frontier retains legal title to the Equipment until the NRCs identified above are paid in full. Customer grants a security interest in the Equipment to Frontier, pending full payment, and shall take all additional measures necessary to perfect such security interest at Frontier's request.
- Warranty.**

a. **Equipment.** All Equipment is warranted pursuant to the applicable manufacturer's standard warranty provisions, as outlined in the documentation packaged with the Equipment. This Schedule shall not be construed as granting a license with respect to any patent, copyright, trade name, trademark, service mark, trade secret or any other intellectual property, now or hereafter owned, controlled or licensable by Frontier or the third party manufacturers. Customer agrees that Frontier has not made, and that there does not exist, any warranty, express or implied, that the use by Customer of the Equipment will not give rise to a claim of infringement, misuse, or misappropriation of any Intellectual property right.

b. **Services.** Frontier warrants that any cables and connectors, provided by Frontier as a result of Installation, between the Equipment and any other equipment at the Installation Site will be in good working order for a period of thirty (30) days after Installation; provided, however, that any failure of such cables and connectors is not caused by Customer's misuse or abuse.

c. **THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND FRONTIER DISCLAIMS ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FUNCTION, TITLE OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS.**

7. **Insurance.** While Customer (or Lender if applicable) holds risk of loss and until title for any piece of Equipment purchased hereunder passes to Customer, Customer shall maintain insurance with limits sufficient to cover the replacement cost of the Equipment, issued by reputable and financially sound insurance companies authorized to do business in the state where the Equipment is located and with an A.M. Best Rating of A IX or better. THE INSURANCE COVERAGE LIMITS SHALL IN NO ANY WAY RESTRICT OR DIMINISH CUSTOMER'S LIABILITY UNDER THIS SCHEDULE. Customer will submit to Frontier a standard "Accord" insurance certificate (or comparable form acceptable to Frontier) signed by an authorized representative of such insurance company(ies), certifying that the insurance coverage(s) required hereunder are in effect for the purposes of this Schedule. Said insurance certificate shall certify that no material alteration, modification or termination of such coverage(s) shall be effective without at least 30 days advance written notice to Frontier. All policies shall name Frontier as Additional Insured as respects Customer's liability under this Schedule. Customer's insurance shall be considered primary and not excess or contributing with any other applicable insurance.

8. **Remedies for Default.** In the event of Customer's default hereunder or termination for any reason prior to Frontier's receipt of payment in full, Frontier shall have the following remedies: (a) to retain any payments made as liquidated damages; (b) to enter upon the Installation Site or other premises, and remove all or any part of the Equipment; (c) to sell, lease or otherwise dispose of all or any part of the Equipment either before or after repair, at public or private sale, for the account of the Customer, Customer to be liable for the cost of repair and any deficiency; (d) at its option, with notice required by law, to retain all or any part of the Equipment in satisfaction of the indebtedness of Customer; (e) to commence, continue or defend proceedings in any court of competent jurisdiction for the purpose of exercising any of the rights, powers and remedies set out herein; and; (f) to enforce any other right or remedy that Frontier may have under this agreement or by law.

9. **Change Management Process.** Customer may request changes in or additions to this Schedule by completing a Change Order form (provided by Frontier) and submitting such form to Frontier for review. Frontier will comply, to the extent feasible, with requested changes; provided that if Frontier determines that such changes cause an increase or decrease in the cost of or time required for performance of the work, Frontier will advise Customer thereof and such adjustments shall be reflected in Frontier's response to the Change Order. The Change Order will not become effective unless and until mutually agreed and executed by both parties. If the Change Order results in additional charges, Frontier will begin work in response to an executed Change Order only after Frontier has received a Purchase Order for the additional work. Change orders executed after Equipment billing has occurred, will be billed when additional equipment is delivered. Change orders including for additional labor or completion delays caused by the change order will result in billing for the labor provided as per the original FSA. Proposed change orders significantly changing the scope of the project may require a separate FSA and / or schedule at Frontier's discretion. All executed Change Orders will be subject to the terms and conditions of the FSA, and this Schedule.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Equipment or Service. This Schedule, the documents incorporated herein by reference, and all terms and conditions of the FSA, comprise the entire agreement between the parties with respect to the purchase of Equipment and Services described herein, and supersede any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.	City Of Maroa
<i>Frontier's Signature:</i>	<i>Customer's Signature:</i>
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

Attachment 1

*Only specifically identified Equipment and Licenses Identified in this Attachment are included.



Export Itemized Pricing

Proposal Date: 12/22/17

Itemized Pricing

Qty	Part #	Description	Unit Price	Extended Price
3	9U1-T300-US0	ZoneFlex T300 Unleashed, omni, outdoor ac	\$996.15	\$2,988.45
3	902-0162-US0C	Spares of Power over Ethernet (PoE) Adapte	\$46.15	\$138.45
1	806-RUNL-3U0	End User Support for Unleashed Access Po	\$324.31	\$324.31
3	803-T300-3000	WatchDog Advanced Hardware Replacemer	\$240.00	\$720.00
3	902-0182-0003	Spare, Outdoor Mounting Bracket, Bare Mel	\$57.69	\$173.07
1	1700341F1	Adtran NetVanta 3140 Fixed-port Ethernet a	\$663.08	\$663.08
1	1700570F1	Adtran NetVanta 1531 12 Port Managed Lay	\$283.08	\$283.08
1	1100AMNV31M	Adtran ProCare 3 Year NBD Remote Mainte	\$196.92	\$196.92
1	PR750LCD	UPS 750VA TOWER	\$310.71	\$310.71
1	Lot	Installation Materials	\$153.85	\$153.85
3	NB121005-100	L-COM ENCLOSURE WEATHERPROOF 1:	\$269.23	\$807.69
3	95222093008F	Category 6 Outdoor Shielded Patch Cords -	\$25.85	\$77.54
1	1101-959	Transtector Lightning Protector ALPU PTP-M	\$300.00	\$300.00
Material Summary				\$7,137.14
Labor & Warranty				\$1,269.52
Project Total Investment				\$8,406.66

Attachment 2
Scope of Work
Installation Services

1. Overview.

a. This Scope of Work ("SOW") outlines the services and deliverables Frontier will provide as part of the Installation Services. In addition, this SOW outlines the roles and responsibilities of Frontier and Customer with respect to the Installation Services, and the key dependencies upon which this SOW is based.

b. During the installation process, Frontier will work closely with Customer on a consultative basis to ensure the successful completion of this SOW. This SOW outlines all services and deliverables covered by the compensation outlined in the Schedule. Any requested changes or additions to this SOW may only be accommodated according to the change management process outlined in Section 7 of the Schedule.

c. The services and deliverables described in this SOW are designed to properly configure the Equipment according to manufacturer specifications. In addition, all work performed by Frontier pursuant to this SOW will comply with manufacturer-recommended installation procedures.

d. The work described under this SOW will begin on a date mutually agreeable to Customer and Frontier. The start date will be determined following full execution of both the Schedule incorporating this SOW and the underlying Frontier Service Agreement.

2. Key Assumptions. This SOW and related pricing are based on the following key assumptions. If these assumptions are not met, changes in project scope, pricing and/or schedule may be required in order to satisfy project objectives.

a. **Hours.** All work will be performed during normal business hours (8:00am – 5:00pm local time, excluding holidays).

b. **Installation.** Customer is responsible for providing and configuring all routers, switches, and servers necessary for installation of the Equipment. Frontier is not responsible for anything outside the scope of this SOW, unless outlined in a mutually agreed Change Order to this SOW.

c. **Wiring.** Wiring is in place, easily accessible, in proper working order, properly identified on both ends and within reach of the provided 2m patch cord for IP devices or the provided 12' line cord for digital devices of the set location is to be placed for this installation. Unless otherwise specifically agreed in Section 6 or a Change Order, installation and/or repair of wiring is not included in this SOW.

d. **Standards.** All routers and switches supporting a VoIP System must meet industry standards for Quality of Service (QoS).

e. **Installation Site.** Customer will ensure that the installation site is prepared for and compatible with the installation services and operation of the Equipment, including but not limited to the following:

Customer to provide power to designated light poles for public wi-fi installation.

f. **Scheduling.** Frontier resources will be assigned and scheduled based on availability. An initial project meeting will be held with the Frontier Implementation team and Customer-designated representatives. During this meeting critical implementation milestones will be determined. If applicable a Frontier-assigned Project Manager will be responsible for maintaining the master project schedule. Installation Services will be performed during regular business hours (8 a.m. to 5 p.m. local time) unless otherwise outlined in Section 6.

g. **Cut-Over.** Installation Services by Frontier will be completed in one (1) single continuous phase, unless a "multi-phased" implementation is requested by Customer and agreed per Section 6 or Change Order. In the event a multi-phased implementation is requested, additional charges will apply.

h. **Removal of Existing Equipment and Infrastructure.** Frontier is not responsible for removal, disposal and cleanup of existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.), unless specified in Section 6.

i. **Out-of-Scope Services.** For clarification, anything not expressly identified in this SOW as provided by Frontier is out-of-scope, including but not limited to the following:

- Hardware, software, telecommunications or network technology not included in the original design.
- Installation and configuration changes that result from site additions or relocations that were not included in this SOW.
- Delays of more than one half (1/2) hour resulting from Customer's failure to meet its responsibilities.
- Additional site visits required by Frontier personnel as a result of changes in Customer requirements or Customer's failure to meet its obligations.

3. Frontier Responsibilities.

a. **Scope.** Frontier will perform the following installation Services:

Frontier to provide and install all listed equipment for public wi-fi solution.

b. **Performance of Work.** Frontier will install the Equipment. Installation Services will be performed in a workmanlike manner consistent with manufacturer-published specifications and practices. Workmanship will comply with applicable NEC (National Electric Code) and TIA (Telecommunication Industries Association) standards.

c. **Miscellaneous.** Frontier is also responsible for the following:

- Provide status to Customer SPOC per a mutually agreed schedule.
- Provide installation, configuration and testing of Equipment & licensed software.
- End user training per Section 5.
- Basic system administration training per Section 5.
- Provide system documentation to Customer.
- Provide support contact information to Customer to respond to questions during the installation project.
- Prior to the scheduled installation date, Frontier will provide manufacturer and/or Equipment and license specific requirements for QoS, DHCP, application and integration with respect to the design and configuration to which Customer's network must adhere.
- Confirm that all shipped Equipment to the installation site aligns with the Parts List ordered by Frontier on behalf of the Customer.

4. Customer Responsibilities: Customer is responsible all network elements not specifically identified in this SOW as a Frontier responsibility, including but not limited to the following:

- Provide a qualified SPOC responsible for communicating Customer's requests to Frontier, and assume responsibility for all requests for modification.
- Ensure that Customer Information Technology resources will be available as required by Frontier.
- Provide Frontier employees or representatives access, escort, suitable work space and safety training (if required by Customer).
- Actively and promptly assist in database gathering and providing all information required by Frontier for installation purposes.
- All data network requirements (hardware and software), except as otherwise specifically ordered through Frontier.
- All voice and data wiring, except as specifically outlined in this SOW or a separate Frontier Schedule. Any required modifications/adds/repairs during the installation project are billable.
- QoS for VoIP systems
- Administrative formal training for Customer employees, unless ordered through Frontier.
- Manage and coordinate 3rd party vendors, as necessary, to allow the installation project to proceed as scheduled.
- All manufacturer recommended environmental, HVAC, power and grounding requirements.
- All patch cables that are required with the exception of the single 2m (6.5') patch cord provided with each IP device or a single 12ft line cord for each digital phone.
- Ensure that all network equipment, configurations, cabling, power and grounding requirements are completed prior to installation start date.

- Provide Frontier with two (2) copies of current floor plans of the Installation Site that identify the placement of all cable plant, desktop devices, voice mailbox users and PCs as applicable to Frontier's Installation responsibilities hereunder. These floor plans must be signed to indicate their completeness and accuracy. If cable records are inaccurate or unavailable, Frontier will require the purchase of cable "Tone & Testing" to generate updated cable plant and cross-connect records.

- All drilling at the Installation Site with the exception that Frontier will complete any drilling to secure required Equipment racks.
- Ensure all servers and computers supplied by the Customer meet the hardware and software specifications for all application software purchased.
- Provide Frontier with all required information to successfully integrate Installed Equipment and any OEM equipment supplied by the Customer.
- Provide a secure location for Equipment shipped to the Installation Site and sign required documentation (e.g. packing slip) to confirm receipt of ordered Equipment at the Installation Site. Upon signing the required documentation, the Customer is responsible for all Equipment.
- Wiring, cabling and connection to interface(s) of 3rd Party vendor equipment associated with the Installation (including headsets)
- Provide a minimum of two (2) static IP addresses for each Installed system.
- Provide a working wire line telephone in or near the room of installed Equipment.
- Provide adequate conduit, duct and trough availability for required cabling associated with the installation.
- Prior to Project Implementation, identify and remove all contaminated areas from asbestos or other hazardous materials. If Frontier discovers contaminated areas during Installation, Frontier will cease all Project activity until all hazardous materials are removed. Customer is responsible for all costs associated with removal of hazardous materials and additional costs incurred from Project delays due to the removal of hazardous materials.

5. Training.

a. Frontier will provide end user training for installed Equipment, as applicable, using one or a combination of the following methods: on site, virtual leader lead, or web based self paced. Any onsite training will be conducted in one single continuous phase. In the event that multi-phased training is requested, additional charges will apply and must be noted in Section 6.

b. Customer will (i) work with Frontier to identify a training time and date, (ii) provide a suitable on-site training facility for training classes, and (iii) identify the class participants and ensure their participation. The training room must be adequately cabled for installation of the training room phones. The parties will mutually agree to a date and time for the training class. Frontier is responsible for providing the training room phones (if applicable), and providing Customer with a copy of the training materials. If training is delayed by Customer for any reason, or by Frontier as a result of Customer's failure to provide a reasonable number of attendees per class (in Frontier's reasonable determination), additional charges will apply.

c. Training for digital and VoIP telephones will not exceed one (1) hour of training for every 12 telephones purchased, and the following basic administration training will also be provided by the installing technician at the time of installation:

- How to login / reset user password on system
- How to set up a new extension
- How to remove an extension
- How to reset a VM password

6. Exceptions and Additional Scope Elements. Notwithstanding anything otherwise stated, Frontier will perform the following non-standard installation tasks as part of its SOW and/or Customer will assume responsibility for the standard installation tasks identified below. Line Item NRCs below, whether additional NRC related to Frontier's performance or a reduction in the NRC based on Customer's assumption of responsibility, are incorporated into the overall NRC represented in the Schedule.

	\$
	\$
	\$
Customer assumes responsibility for (and Frontier will NOT perform) the following standard tasks:	Reduced NRC
	\$
	\$
	\$
	\$

Frontier will perform the following non-standard tasks:	Additional NRC
	\$



ETHERNET INTERNET ACCESS (EIA) SCHEDULE

Frontier Confidential

This is Schedule Number S-0000174635 to the Frontier Services Agreement dated 03/29/2017 ("FSA") by and between City Of Maroa ("Customer") and Frontier Communications of America Inc. on behalf of itself and its affiliates ("Frontier"). Customer orders and Frontier agrees to provide Services and Equipment identified in the Schedule below.

Primary Service Location: 119 West Main Street, Maroa, Illinois, 61766
 Schedule Type/Purpose: Order for new Services

Schedule Date: 12/22/2017
 Service Term: 60

Service Summary	NRC	MRC
Ethernet Access Circuit(s) (details in Table 1)	\$ 0.00	\$ 400.00
Managed Router (details in Table 1)	\$	\$
Static Block(s) (*NRC waived on Renewal; details in Table 2)	\$	\$
Special Construction	\$	\$
Total:	\$ 0.00	\$ 400.00

Service Location	Service Address, and NPA NXX:	Service		Charges	
				NRC	MRC
A new	119 West Main Street, Maroa, Illinois, 61766, 217 794	Access CIR (Mbps)	40 Mbps	\$ 0.00	\$ 400.00
		Managed Router	Select	\$	\$
B	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router	Select	\$	\$
C	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router	Select	\$	\$
D	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router	Select	\$	\$
E	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router	Select	\$	\$
F	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router	Select	\$	\$
G	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router	Select	\$	\$
H	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router	Select	\$	\$
I	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router	Select	\$	\$
J	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router	Select	\$	\$
K	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router	Select	\$	\$
L	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router	Select	\$	\$
M	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router	Select	\$	\$
N	street, city, state, zip, NPA NXX	Access CIR (Mbps)	Mbps	\$	\$
		Managed Router	Select	\$	\$
Subtotal:				\$	\$

Static Block (*NRC waived on Renewal)	NRC	MRC
Service Location (from Table 1): select	none	
Service Location (from Table 1): select	none	
Service Location (from Table 1): select	none	
Service Location (from Table 1): select	none	
Subtotal:	\$ 0.00	\$ 0.00

1. **Service Description.**

Ethernet Internet Access is a data service comprised of a User Network Interface (UNI) and an Ethernet Virtual Connection (EVC) to the Internet which provides traffic separation, privacy, and security.

Managed Router Service Description. Frontier will configure the Router based on documented customer requirements. Customer shall permit Frontier to access the Router's Simple Network Management Protocol (SNMP) variables, and Customer shall, at Frontier's request, permit one or more Frontier network management systems to be the recipient of SNMP



ETHERNET INTERNET ACCESS (EIA) SCHEDULE

Frontier Confidential

trap messages. Frontier will perform monitoring based on standard SNMP traps received from the Router. Frontier will work to isolate and determine the source and severity of the problems. If a problem is caused by either the network transport or the Router, Frontier and Customer will cooperate to restore the Router to operational condition. If the source of the problem is within the Router, Frontier will be responsible for the repair or replacement of the Router, in Frontier's sole discretion. If the source of the problem is not the Router, at Customer's request Frontier will cooperate with Customer to conduct testing and repair activities, subject to Frontier's standard technician rates. Frontier has no responsibility with respect to: (i) electrical work external to the Router, including but not limited to power or back-up power to or from the Router; (ii) Router failures caused by factors not related to the Router or outside Frontier's control, including but not limited to failure of the Service Location or any of Customer's other network equipment or facilities to conform with Frontier's specifications; (iii) use of the Router for any purpose other than as intended by the manufacturer; (iv) damage caused by anyone other than an Frontier employee or representative; (v) Router supplies, accessories, painting, or refurbishing; and (vi) any activity related to anything not furnished by Frontier, or use of Router which fails to conform to manufacturer or Frontier specifications.

2. Special Construction: All Services are subject to availability and Frontier Network limitations. The rates identified in this Schedule are estimated based on standard installation costs and Services may not be available at all service locations at the rates identified. If Frontier determines, in its reasonable discretion, that the costs of provisioning Service to any service location are materially higher than normal, Frontier will notify Customer of the additional costs associated with provision of the Services and request Customer's acceptance of such costs as a condition to proceeding

("Special Construction"). Upon notification that Special Construction is required, Customer will have ten (10) business days to notify Frontier of its acceptance. If the Customer does not agree to the Special Construction within ten (10) business days, the Customer shall be deemed to have cancelled the Service Schedule without further liability. If the Customer agrees to the Special Construction, Frontier and Customer will execute a replacement Schedule.

3. Obligations of Customer. Customer is responsible to ensure appropriate processes and protocols are in place for rate shaping to the amount of throughput ordered. Customer acknowledges that failure to comply with this responsibility may negatively impact Service performance.

4. Internet Acceptable Use Policy and Security. Customer shall comply, and shall cause all Service users to comply, with Frontier's Acceptable Use Policy ("AUP"), which Frontier may modify at any time. The current AUP is available for review at the following address, subject to change: http://www.frontier.com/policies/commercial_aup/. Customer is responsible for maintaining awareness of the current AUP and adhering to the AUP as it may be amended from time to time. Failure to comply with the AUP is grounds for immediate suspension or termination of Frontier Internet Service, notwithstanding any notice requirement provisions of the FSA. Customer is responsible for the security of its own networks, equipment, hardware, software and software applications. Abuse that occurs as a result of Customer's systems or account being compromised or as a result of activities of third parties permitted by Customer may result in suspension of Customer's accounts or Internet access by Frontier. Customer will defend and indemnify Frontier and its affiliates with respect to claims arising from Customer's or third parties' usage of Frontier Internet access through Customer's hardware or software.

This Schedule is not effective and pricing, dates and terms are subject to change until signed by both parties, and may not be effective until approved by the FCC and/or applicable State Commission. This Schedule and any of the provisions hereof may not be modified in any manner except by mutual written agreement. The above rates do not include any taxes, fees or surcharges applicable to the Service. This Schedule, and all terms and conditions of the FSA, is the entire agreement between the parties with respect to the Services described herein, and supersedes any and all prior or contemporaneous agreements, representations, statements, negotiations, and undertakings written or oral with respect to the subject matter hereof.

Frontier Communications of America, Inc.

City Of Maroa

Signature: _____
Printed Name: _____
Title: _____
Date: _____

Signature: _____
Printed Name: _____
Title: _____
Date: _____