

GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE

REVISED AGENDA

June 3, 2019

7:30 PM

304 E. Grand River, Board Chambers, Howell MI 48843

Pages

1. **CALL TO ORDER**
2. **APPROVAL OF MINUTES** 2
Minutes of Meeting Dated: May 6, 2019
3. **APPROVAL OF AGENDA**
4. **REPORTS**
5. **CALL TO THE PUBLIC**
6. **RESOLUTIONS FOR CONSIDERATION**
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Resolution to Amend the Livingston County Board of Commissioners 2019 Rules
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Resolution Authorizing a Master Agreement Contract Renewal with Windstream for Telephone Service and Internet Services
 - *6.3 **Health Department** 48
Resolution Authorizing Livingston County Health Department to Enter into an Agreement with Washtenaw County Health Department to Provide Interim Medical Director Coverage
7. **CALL TO THE PUBLIC**
8. **ADJOURNMENT**

GENERAL GOVERNMENT & HEALTH AND HUMAN SERVICES COMMITTEE

MEETING MINUTES

May 6, 2019, 7:30 PM
304 E. Grand River, Board Chambers, Howell MI 48843

Present:

Robert Bezotte, William Green , Gary Childs, Wes Nakagiri

1. CALL TO ORDER

The meeting was called to order by Commissioner Bezotte at 6:30 p.m.

2. APPROVAL OF MINUTES

Minutes of Meeting Dated: April 1, 2019

Motion to approve the minutes as presented.

Moved By W. Green

Seconded By G. Childs

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

3. APPROVAL OF AGENDA

Motion to approve the Agenda as presented.

Moved By G. Childs

Seconded By W. Nakagiri

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

4. REPORTS

Commissioner Bezotte thanked Commissioner Childs for speaking at the Fillmore Park Opening.

5. CALL TO THE PUBLIC

None.

6. RESOLUTIONS FOR CONSIDERATION

6.1 Administration

Resolution Authorizing Easements for the City of Howell's State Street Reconstruction Project

Recommend Motion to the Finance Committee.

Ken Hinton presented the resolution.

Moved By G. Childs

Seconded By W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

6.2 Facility Services

Resolution Authorizing a Supplemental Appropriation to the Fiscal-Year 2019 Budget

Recommend Motion to the Finance Committee.

Chris Folts presented the resolution.

Moved By W. Green

Seconded By G. Childs

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

6.3 Facility Services

Resolution Authorizing an Agreement with Evergreen Outdoor, Inc. to Provide Grounds Maintenance, Lawn Care and Snow Removal Services

Recommend Motion to the Finance Committee.

Chris Folts presented the resolution.

Moved By W. Nakagiri

Seconded By W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

6.4 Airport

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Amend the Lease Agreement with Construction Helicopters, Inc. to Include Property for Additional Parking

Recommend Motion to the Finance Committee.

Mark Johnson presented the resolution.

Moved By G. Childs

Seconded By W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

6.5 Airport

Resolution to Concur with the Livingston County Aeronautical Facilities Board for a Supplemental Appropriation and to Enter into an Agreement with M-B Companies, Inc. to Provide a Rotary Broom for Snow Removal for the Livingston County Spencer J. Hardy Airport

Recommend Motion to the Finance Committee.

Mark Johnson presented the resolution.

Moved By W. Green

Seconded By W. Nakagiri

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

6.6 Airport

Resolution to Concur with the Livingston County Aeronautical Facilities Board to Enter into a Grant Agreement with the Michigan Department of Transportation to Fund Pavement Marking at the Livingston County Airport

Recommend Motion to the Finance Committee.

Mark Johnson presented the resolution.

Moved By W. Nakagiri

Seconded By W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

6.7 LETS

Resolution Amending Resolutions 2014-06-181 and 2018-08-141 Authorizing an Extension of Transit Attorney Services Contract

Recommend Motion to the Finance Committee.

Greg Kellogg presented the resolution.

Moved By W. Green

Seconded By G. Childs

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

6.8 Car Pool

Resolution Authorizing Vehicle Purchase and Supplemental Appropriation to the Fiscal-Year 2019 Budget

Recommend Motion to the Finance Committee.

Greg Kellogg presented the resolution.

Typo - save 10% should be \$10,000

Moved By G. Childs

Seconded By W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

6.9 Board of Commissioners

Resolution Accepting the Livingston County Transit Master Plan Dated March 5, 2019

Recommend Motion to the Finance Committee.

Ken Hinton presented the resolution.

Moved By G. Childs

Seconded By W. Green

Yes (4): R. Bezotte, W. Green , G. Childs, and W. Nakagiri

Motion Carried (4-0-0)

7. CALL TO THE PUBLIC

Greg Kellogg, Director of Car Pool and LETS, thanked Ken Hinton and the Board of Commissioners for the acknowledgement regarding the Transit Plan. Also, stated that they have received a 20% increase in apportionment, the biggest increase. And reviewed improvements the Department is working to implement that will not require additional resources.

8. ADJOURNMENT

Motion to adjourn the meeting at 7:57 p.m.

Moved By W. Green

Seconded By G. Childs



Natalie Hunt, Recording Secretary

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution to Amend the Livingston County Board of Commissioners 2019 Rules – Board of Commissioners

WHEREAS, there was a recent amendment to the Open Meetings Act (OMA) effective March 29, 2019; and

WHEREAS, County Counsel has recommended the Livingston County Board of Commissioners adopt the mandatory requirements; and

WHEREAS, the Livingston County Board of Commissioners 2019 Rules, Section V, Conduct of Board Meetings, Subsection A, Quorum shall be amended as follows:

“Commissioners unable to attend due to military duty shall be permitted to participate in the discussion and votes of committee and board meetings by telephone or video conference provided that the requirements of the Open Meetings Act are met and that a quorum is physically present. Commissioners participating by telephone or video conference shall be considered present, but shall not be counted toward a quorum.”

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorize the amendment to the Livingston County Board Rules V, Conduct of Board Meetings, Subsection A, Quorum, with the above referenced language.

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MOVED:
SECONDED:
CARRIED:

LIVINGSTON COUNTY BOARD OF COMMISSIONERS

2019 RULES

ADOPTED: JANUARY 2, 2019

RESOLUTION #2019-01-003

- I -

BOARD MEETINGS - TIME AND PLACE

- A. REGULAR AND ADJOURNED REGULAR MEETINGS, COMMITTEES AND FINANCE COMMITTEE MEETINGS.** The Board of County Commissioners shall convene for the purpose of holding regular, adjourned regular and Committee meetings in the Commission Chambers at 7:30 p.m. For purposes of approving claims, all Finance Committee meetings shall be immediately followed by a Board Meeting and scheduled for 7:30 a.m. at the Administration Building, 304 E. Grand River Avenue, Howell, Michigan, provided proper notice is given to the public pursuant to the Open Meetings Act, 1976 PA 267, as amended, except as otherwise provided for in these Rules, and as set forth at the end of this Section I. Reference Attached Calendar.
- B. MANDATORY ANNUAL MEETINGS:** The Board shall convene for the purpose of holding Mandatory Meetings as follows:
- ♦ STATUTORY EQUALIZATION MEETING: The Tuesday immediately following the 2nd Monday of each April of each year.
 - ♦ STATUTORY ANNUAL MEETING: October 15, 2019.
- C. SPECIAL MEETINGS.** The Board shall convene for the purpose of holding special meetings only upon the written request of at least one-third ($\frac{1}{3}$) of the Commissioners, to the County Clerk, specifying the time, date, place and purpose of such meetings. When a special meeting is called by written request, as provided above, the County Clerk shall immediately give written notice thereof to each commissioner within 48 hours in one of the manner provided as follows:
- ♦ via e-mail transmission to the commissioner;
 - ♦ via personal delivery of the notice of the special meeting to the commissioner;
 - ♦ leaving the notice of the special meeting at the residence of the commissioner.
- The Clerk shall post a public notice at least 18 hours before the meeting, as required by 1976 PA 267.
- D. MEETINGS ON LEGAL HOLIDAYS.** Any regular or adjourned meetings of the Board which fall on a legal holiday shall automatically be set over to the next working day following that is not a legal holiday, at the same time and place indicated for the original meeting.

JANUARY 2019						
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MARCH 2019						
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APRIL 2019						
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JULY 2019						
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SEPTEMBER 2019						
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OCTOBER 2019						
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NOVEMBER 2019						
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DECEMBER 2019						
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- II -

CHAIRPERSON

- A. **ELECTION.** At the first meeting in each calendar year, the Board shall elect, from among its members, a chairperson and a vice-chairperson, who shall take office and assume their respective duties immediately upon their election; provided that, at the first meeting of each newly elected Board, the first order of business shall be the administration of the Constitutional Oath of Office by the County Clerk, or duly qualified designee, to the members-elect, if this has not previously been accomplished. The concurrence of a majority of all members of the Board shall be necessary for election. Said officers shall hold their respective offices for a term of one (1) year, or until their successors are duly elected and qualified, as set forth above.
- B. **DUTIES.** The chairperson (and during his/her absence, the vice-chairperson) shall preside at all meetings of the Board and shall decide all questions of order, subject to appeal to the Board. Upon his/her election, the chairperson shall appoint all standing and special committees, subject to approval by a majority of all members of the Board. The chairperson shall arbitrate all jurisdictional disputes between committees, subject to these Rules and subject to appeal to the Board. The chairperson shall be a member ex-officio of all Committees but shall not have the power to vote on such Committees except to break a tie vote or create a quorum.
- C. **ORIENTATION SESSION.** For the purpose of more fully informing the new members of the Board of Commissioners about the workings and procedure of Livingston County government, the chairperson of the Board may provide for an orientation session which may be convened in the month of December in the even-numbered years for the purpose of explaining the structure, functions and procedures of county government.

- III -

CLERK OF THE BOARD / OPEN MEETINGS ACT

OFFICIAL CLERK AND DUTIES. The duly elected Clerk of Livingston County shall be the clerk of the Board. He/She or his/her duly appointed deputy shall perform all duties pertaining to such office, as required by law.

OPEN MEETINGS ACT POSTING. The County Clerk shall perform all posting functions required by the Open Meetings Act, 1976 PA 267.

- IV -

COMMITTEES

- A. **STANDING COMMITTEES.** The Board of Commissioners shall have the following standing Committees with the following number of members:

Committees**Members**

Finance:	9
Personnel:	3
Debt Management Policy:	3
General Government/Health & Human Services:	4
Public Safety/Infrastructure and Development:	4
Construction Committee:	3

B. DUTIES OF STANDING COMMITTEES. Standing committees shall have and perform the following specific duties:

1. FINANCE COMMITTEE. The Finance Committee shall consist of all members of the Board of Commissioners. It shall meet on the second and fourth Wednesdays of each month at 7:30 a.m. unless determined otherwise. This Committee shall review all items having a financial impact on the County. All items of a financial nature which require Board consideration will first be considered by this Committee.

MATTERS TO BE REVIEWED BY THE FINANCE COMMITTEE INCLUDE:		
BUDGET PREPARATION		
MONITORING OF DEPARTMENTAL BUDGET PERFORMANCE	REVIEW REVENUES	
	REVIEW EXPENSES	
AMENDMENTS TO BUDGET		
INSURANCE		
CLAIMS/APPROPRIATIONS		
COST/BENEFIT ANALYSIS		
AUDIT		
FINANCIAL REVIEW OF PROJECT PROPOSALS		
MAJOR EXPENSE/PURCHASE REVIEW		
COURTS / DEPARTMENTS ASSIGNED TO FINANCE COMMITTEE:		
CIRCUIT COURT	COMMUNITY CORRECTIONS	DISTRICT COURT
FRIEND OF THE COURT	JUVENILE COURT	PROBATE COURT

2. PERSONNEL COMMITTEE.

PERSONNEL	PERSONNEL ISSUES; SALARIES & BENEFITS
	LABOR NEGOTIATIONS

3. GENERAL GOVERNMENT/HEALTH AND HUMAN SERVICES COMMITTEE.

GENERAL GOVERNMENT AND HEALTH & HUMAN SERVICES	AIRPORT	INFORMATION TECHNOLOGY
	ANIMAL SHELTER	MEDICAL EXAMINER
	BOARD OF COMMISSIONERS	MOTOR POOL
	FACILITY SERVICES	MSU EXTENSION
	COUNTY ADMINISTRATION	L.E.T.S.
	COUNTY CLERK	REGISTER OF DEEDS
	EMS (AMBULANCE)	TREASURER
	EQUALIZATION	VETERANS AFFAIRS
	HEALTH: PUBLIC & ENVIRONMENTAL	FISCAL SERVICES
	CMH - COMMUNITY MENTAL HEALTH AUTHORITY	
	DHS - DEPARTMENT OF HUMAN SERVICES	
	HSCB - HUMAN SERVICES COLLABORATIVE BODY	
	NON-PROFIT AGENCIES	
	O.L.H.S.A.	

4. PUBLIC SAFETY AND INFRASTRUCTURE DEVELOPMENT COMMITTEE.

PUBLIC SAFETY AND INFRASTRUCTURE & DEVELOPMENT	911 CENTRAL DISPATCH	DRAIN – SOLID WASTE
	BUILDING DEPARTMENT	PLANNING DEPARTMENT
	DRAIN COMMISSIONER OFFICE	PROSECUTOR
	DRAIN – DPW	SHERIFF'S OFFICE
	ECONOMIC DEVELOPMENT COUNCIL	
	EMERGENCY MANAGEMENT	
	MICHIGAN WORKS!	

5. CONSTRUCTION COMMITTEE.

CONSTRUCTION COMMITTEE	FACILITY CONSTRUCTION / ADDITIONS. FOR EXAMPLE: AIRPORT EXPANSION, EMS HEADQUARTERS, & JAIL EXPANSION & RENOVATION
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C. GENERAL DUTIES OF STANDING COMMITTEES. In addition to the foregoing, the standing Committees shall have and perform the following other duties:

- ▶ Facilitate the adequate and full implementation and administration of Board policies affecting the various County departments, offices and agencies;
- ▶ Serve as liaison - to study and advise the Board of Commissioners with respect to matters relative to the family of services involved requiring immediate action or long-range planning;
- ▶ Recommend modifications and changes in Board policy and procedures;
- ▶ Study and submit recommendations for adoption of County Ordinances;
- ▶ Study and advise the Finance Committee and Board as to acquisition, disposition and construction of facilities and equipment necessary to realize the services and activities directed by the Board of Commissioners;
- ▶ Review the activities of the County departments, agencies and offices to attain appropriate levels of coordination and operational effectiveness;
- ▶ Study, recommend and, where possible, assist promotion of applications for new grant funding for County services; and
- ▶ Review and recommend priorities identified in meeting the objectives of the area of County services.
- ▶ All routine operational and budgeted activities will go directly to the Finance Committee.

D. **SPECIAL COMMITTEES.** There shall be, in addition to the standing Committees, such other special Committees as the Chairperson, from time to time, may appoint and establish subject to approval by the Board. The membership of all such special Committees shall automatically be vacated upon a new Board of Commissioners taking office.

E. **COMMITTEE VOTING REQUIREMENTS.** Recommendations by the Committees shall be forwarded to the Board of Commissioners, by way of resolution, after a vote of the members of the Committee. For all Committees, at least 50% of members shall constitute a quorum and action shall require the affirmative vote of a majority of the quorum present to carry a motion forward for recommendation. Each proposed resolution shall state how each Committee member voted. If any resolutions are defeated at the Committee, the Committee Chair shall report those to the Board at the next Board meeting for informational purposes.

F. **COMMITTEE APPOINTMENT.** The Board Chairperson will assign Commissioners to each Committee and appoint each Committee's chairperson and vice chairperson.

G. **CONVENING OF COMMITTEES AND MINUTES REQUIREMENTS.** Meetings of a Committee may be convened by its chairperson or by a majority of its members at any time upon reasonable notice to its members and to the chairperson of the Board, provided said notice complies with the requirements of the *Open Meetings Act, 1976 PA 267*. All Committee meetings shall be open to the public, with the exception of closed meetings as provided by the *Open Meetings Act, 1976 PA 267*. Each Committee shall prepare an agenda. The Committee schedule shall be posted in compliance with the *Open Meetings Act* and shall be made available to the public as requested. The agenda shall be prepared by the chairperson of the Committee. The County Administrator shall hereby have the authority to designate a department director to assist the Committee chairperson in handling these responsibilities. All Committees shall keep minutes as required by the

Open Meetings Act, at a minimum containing: date of meeting; names of those present and absent; and, motions made, with names of maker and supporter, as well as count of vote taken. A quorum is required to conduct business at a Committee meeting.

Minutes shall be permanently kept on file in the office of the Board of Commissioners. Every Committee shall provide an opportunity for the public to be heard near the beginning and end of the agenda. Members of the public may address a Committee for up to three (3) minutes. Individuals desiring to speak shall be required to identify themselves.

- H. **CONSENT AGENDA.** At the discretion of the Committee chairperson, all of the resolutions and actions of the Committee which are on the agenda may be acted upon in one vote; provided, however, that any member of the Committee may identify specific resolutions and actions which are not to be included in the one vote but which are to be discussed and voted upon separately.

Prior to the Committee chairperson calling for a vote on the consent agenda, Commissioners shall have the opportunity to identify those resolutions and actions which are not to be included but which are to be discussed and voted on separately.

-V-

CONDUCT OF BOARD MEETINGS

- A. **QUORUM.** A majority of the members of the County Board of Commissioners shall constitute a quorum for the transaction of the ordinary business of the County, and questions which arise at meetings shall be determined by the votes of a majority of the members present, except upon the final passage or adoption of a measure or resolution, or the allowance of a claim against the County, in which case a majority of the members elected and serving shall be necessary. Commissioners unable to attend due to military duty shall be permitted to participate in the discussion and votes of committee and board meetings by telephone or video conference provided that the requirements of the Open Meetings Act are met and that a quorum is physically present. Commissioners participating by telephone or video conference shall be considered present, but shall not be counted toward a quorum.

B. **ORDER OF BUSINESS.**

1. AGENDA:

- a) Call to Order
- b) Pledge of Allegiance
- c) Roll Call
- d) Correspondence
- e) Call to the Public
- f) Approval of Board Minutes
- g) Tabled Items
- h) Approval of Agenda
- i) Reports

- j) Consent Agenda Items
- k) Resolutions for Consideration
- l) Call to the Public
- m) Adjournment

2. **SPECIFIC AGENDA PRIORITIES.** All matters shall be placed upon the agenda of the Board within a specific section, as listed immediately above.
3. **CONSENT AGENDA.** At the discretion of the Board Chairperson, resolutions may be placed on a Consent Agenda. All of the resolutions and actions of the Board which are on the Consent Agenda may be acted upon in one (1) roll call vote. Any member of the Board may identify specific resolutions and actions which they do not wish to be included in the Consent Agenda and same will be discussed and voted upon separately. Resolutions and actions requiring a roll call vote and/or a $\frac{2}{3}$ majority vote, however, shall not be included in the Consent Agenda.

Prior to the Board Chairperson calling for a vote on the approval of the Consent Agenda, Commissioners shall have the opportunity to identify and move those resolutions and actions which are not included, to the Consent Agenda for consideration.

4. **AGENDA DEADLINE.** All information to be placed on the agenda must be received by the individual designated by the Board from Committees not later than noon on the seventh day immediately preceding the Board meeting. On or before the fourth day before each Board meeting, the individual designated by the Board shall mail or provide electronically to each Commissioner the agenda for the meeting, arranged as described in these Rules, and briefly describing all matters to be considered, including a copy of all Committee reports and individual resolutions to be acted upon at said meeting. No Committee report, other than reports on routine matters, shall ordinarily be considered unless a copy thereof has been mailed or provided electronically to each Commissioner with the agenda or otherwise delivered to each Commissioner not later than the fourth day prior to the meeting. Late Committee items shall be distributed to all Commissioners at the beginning of the Board meeting and shall be announced by title and added to the agenda with appropriate agenda numbers. A five minute recess may be granted at the request of any Commissioner prior to the consideration of late items. Individual resolutions, which have not been moved at Committee, shall ordinarily be referred to Committee unless $\frac{2}{3}$ of the members present vote to allow the resolution to be considered by the Board immediately.

C. RIGHTS AND DUTIES OF MEMBERS.

1. **SPEAKING PRIORITIES.** The sponsor of any properly moved and seconded motion, resolution, ordinance, or report, shall have the right to speak for up to five minutes after the formal introduction, but prior to any discussion of the matter on the floor. In any case, where there may be more than one sponsor to a particular motion, resolution, ordinance or report, it shall be in the discretion of the chairperson which person shall exercise the right given by this Rule to first speak on the pending matter. Each commissioner shall be limited to speak for a 5-minute time limit per recognition by the chairperson. Before speaking, each member shall address himself/herself to the chairperson. If two or more members desire to speak at the same time, the chairperson shall designate the order in which they shall speak. No member shall

Speak more than twice on the same question, except upon special permission by the chairperson; provided, however, that the chairperson of a committee shall not be restricted in his/her right to discuss matters upon which he/she is reporting his/her committee's activities and recommendations. No member, while addressing the Board, shall be interrupted, except to be called to order; and thereupon, he/she shall immediately cease talking. Every commissioner shall vote on all questions unless excused by the chairperson. The chairperson shall vote on all questions unless excused by the Board.

Before speaking to an audience member, County employee, or official in attendance at a meeting, each member of the Board shall request permission to address said individual from the Chairperson and shall not proceed with the question unless authorized by the Chairperson or by majority vote of the Board

2. LEAVING SEAT, INTERRUPTIONS. While the chairperson is putting any question or while the roll is being called by the clerk, no member shall leave his/her seat or entertain private discourse. When a member is speaking, he/she shall not be unduly interrupted.
3. LEAVING THE MEETING. No member shall leave a meeting prior to adjournment, unless first excused by the chairperson. The clerk shall record in the official journal the time and point in the proceedings at which a member enters and leaves the meeting while the Board is in session.
4. PHYSICAL PRESENCE. A Commissioner may participate in a Board meeting without being physically present if they are: (i) in the active military service and he/she has been ordered to serve out of the State of Michigan; or (ii) unable to attend due to medical restrictions and all of the following terms and conditions are met:
 - a) A quorum of the Board of Commissioners is physically present at a duly constituted Board meeting.
 - b) The Commissioner must participate by speaker phone or by video conference so that he/she can be heard at the meeting.
5. ORDER AND DECORUM. The Chairperson shall at all times preserve order and decorum pursuant to these Rules.

D. MOTIONS, RESOLUTIONS AND COMMITTEE REPORTS. No motion shall be debated or voted upon unless seconded. Any motion may, with the permission of the person who moved and seconded it, be withdrawn at any time before the same has been adopted. Every motion shall be put in writing at the request of any member of the Board. All motions, resolutions, committee reports and amendments or substitutes thereto shall be entered at large upon the minutes unless withdrawn. Each recommended ordinance introduced shall be headed by a title of twenty-five words or less, briefly describing or identifying it. Each title shall begin with the words "An Ordinance ... ". If such title is lacking, the clerk of the Board shall return it to the commissioner who submitted it. Each recommended ordinance introduced and referred to committee, postponed, or tabled before its substance is voted upon shall be printed in the minutes by title only, unless otherwise ordered by a majority of the members-elect.

1. VOTING. The vote on any question shall be taken by a yea and nay roll call when called for by any member of the Board. Closed sessions may be held, provided the Open Meetings Act, 1976 PA 267, is adhered to.

2. ORDER OF PRECEDENCE OF MOTIONS. When a motion is seconded and before the Board, no other motion shall be received except the following:
 - a) To adjourn -- not debatable.
 - b) To rise to a question or privilege -- not debatable.
 - c) To lay on the table -- not debatable.
 - d) To call for the previous question -- not debatable.
 - e) To limit or extend limits of debate.
 - f) To postpone to a certain day.
 - g) To commit or refer or re-commit to a committee.
 - h) To amend.
 - i) To postpone indefinitely.
 - j) To reconsider (may be debated if original motion was debatable).

These motions shall have precedence in the order named above.

3. MOTIONS TO ADJOURN. A motion to adjourn shall always be in order except while a vote is being taken on any other motion already before the Board, or when a member has the floor.
4. MOTIONS TO RECONSIDER. A motion for the reconsideration of any question shall be in order if made on the same day or at the Board meeting next succeeding that on which the decision proposed to be reconsidered was made; providing, however, that a second reconsideration of any question or a reconsideration at a later date may be had with the consent of two-thirds (2/3) of the members elected and serving, but in such event, the moving member shall file written notice of his/her intention to move for a reconsideration in the office of the clerk of the Board at least one day before making such a motion.
5. AMENDMENTS. No motion or proposition not germane to a subject under consideration shall be admitted under color of an amendment. Commissioners shall give all amendments in writing or orally to the clerk. If oral, the clerk shall write it out and read it back prior to a vote being taken on the matter.
6. RESOLUTIONS AND ORDINANCES. Resolutions shall be considered in the order in which they are received unless otherwise ordered by the Board. All resolutions and motions for the appropriation of money and all proposed County ordinances shall be presented to the Board in writing.
7. DIVISION OF QUESTION. Upon request by any member, any question before the Board may be divided and separated into more than one question; provided, however, that such may be done only when the original is of such a nature that, upon division, each of the resulting questions is a complete question, permitting independent consideration and action.
8. REPORTS AND MOTIONS REQUIRING SIGNATURES. All reports of Committees shall be in writing or presented verbally and the names of the members of such Committees concurring in such reports shall be noted thereon. Every written resolution or motion shall have noted the name of the member or members introducing the same.

- E. APPEAL FROM DECISION OF CHAIR.** When an appeal is taken from the decision of the chair, the member taking the appeal shall be allowed to state his/her reason for doing so. The question shall be then immediately put in the following form: "Shall the ruling of the chair be sustained?" The question shall be determined by a majority vote of the members present, except the chairperson shall not preside over such a vote.
- F. REFERRAL TO COMMITTEES.** It shall be the duty of the chairperson to refer all petitions, communications, resolutions, motions and other business that may come before the Board to the proper committee unless objection be made by some members, in which event, a motion made and adopted with reference to the subject shall preclude the chairperson's action.
1. All referrals to committee shall be in one of the following forms:
 - a) General Referral. Any referral which must be referred back to the Board after the committee has reviewed or studied the matter, shall be referred to as a general referral.
 - b) Referral for Information. Any referral which need not be reported back to the Board by the committee to which it is referred, shall be called a referral for information.
- G. DISCHARGE OF COMMITTEE.** The Board may, by a majority vote of all its members, discharge any committee from further consideration of any matter referred to the committee for general referral.
- H. MOTION TO CLEAR THE FLOOR.** If, in the judgment of the chairperson, there is a confusion of Parliamentary procedure existing, the chair shall have the right to request a "motion to clear the floor", which motion, if made and seconded, shall be undebatable, shall take precedence over all other motions, shall be forthwith put by the chair, and, if carried, shall clear the floor completely and with the same effect as if all matters on the floor were withdrawn. The motion to clear the floor shall not be reconsidered; but its passage shall not limit the right of any member to move the reconsideration of any other matter in the same manner as, but for the passage of the motion to clear the floor, would be in accordance with these Rules.
- I. PUBLIC MEETINGS AND PUBLIC COMMENT.** Board meetings shall be open to the public, as required by the Open Meetings Act, 1976 PA 267. Public comment shall be limited to no more than three (3) minutes per individual and at the times designated in the Agenda.
- J. COMMENTS FROM THE FLOOR.** Only members of the Livingston County Board of Commissioners shall be given the floor to speak during any Board meeting, except:
1. County officials and/or personnel may speak with the consent of the chairperson; or
 2. Any person, with the consent of the chairperson of the Board and/or a majority vote of the Board following a motion to allow the comment from the floor.
- K. WORK SESSIONS.** The Board of Commissioners may meet in a Work Session on any designated day, as determined by the Chairperson, for the purpose of coordinating the activities of the Committees, informing the Board of Commissioners on the progress of Committee work, and for the purpose of promoting a better understanding of County

business, thereby expediting the regular meeting of the Board, provided that proper notice is given to the public pursuant to the Open Meetings Act. Written notice thereof to each commissioner within 48 hours in one of the manner provided as follows:

- ♦ via e-mail transmission to the commissioner;
- ♦ via personal delivery of the notice of the special meeting to the commissioner;
- ♦ leaving the notice of the special meeting at the residence of the commissioner.

- L. **PARLIAMENTARY AUTHORITY.** Robert's Rules of Order, 1990/9th edition, shall govern all questions of procedures which are not otherwise provided by the Rules, or by State law.
- M. **USE OF CELL PHONES.** During meetings of the Board, including Committee meetings, all cell phones or other electronic devices shall be turned off or set to "mute" or "vibrate" in order to avoid disruption. Commissioners choosing to answer cell phone calls shall leave the table, and if necessary, the room, in order to avoid disruption. Notices of Board and Committee meetings shall include a request that all cell phones or other electronic devices be turned off or set to "mute" or "vibrate" in order to avoid disruption during the meeting. Disruption of a meeting by inappropriate use of a cell phone may be addressed in the same manner as other inappropriate disruptions.

- VI -

ADMINISTRATION

- A. **SIGNING OF DOCUMENTS.** The Chairperson shall be the signatory of all contracts, bonds, and other documents which require the signature of the Board of Commissioners. The Chairperson's signature may be provided electronically as authorized by Michigan's Uniform Electronic Transactions Act (UETA), MCL 450.831 et seq. In the event the Chairperson is unable to perform such function, then the vice-chairperson shall act in his/her stead.
- B. **NOTICE OF BOARD ACTION.** When the Board has acted upon a written request or demand for action presented to the Board from other than among its membership, the clerk shall promptly notify the person or agency making the request or demand of the Board's action thereon.
- C. **MINUTES.** A copy of the minutes of each Board meeting shall be prepared and mailed or delivered to each member of the Board as soon as possible immediately after each meeting of the Board. The County Clerk or his/her designee shall prepare minutes as required by the Open Meetings Act, 1976 PA 267.
- D. **RESOLUTIONS.** All resolutions presented to the Board of Commissioners shall be numbered in consecutive order.
- E. **MEMBERS' MANUAL.** As soon as possible after the adoption of these Rules, each member of the Board shall be provided with a manual, with appropriate dividers, or an electronic version of the same, containing the following information:
1. Names, addresses, and telephone numbers (home and business) of all Board members.
 2. The most current Board Rules, as amended.

3. All County ordinances (excepting bonding ordinances).
4. All Board resolutions of continuing effect which relate in any manner to County affairs.
5. All statutory deadlines for action respecting taxes within the County.
6. All statutory deadlines for Board action, other than respecting taxes.
7. Said notebook or manual shall also include such other information as the Board, by resolution, from time to time, directs.

Each member of the Board shall be notified of changes in the above information and, from time to time, shall be provided with revised pages for the manual so that the information contained in the manual will be current.

- F. **ANNUAL REPORTS.** Each County department shall submit an annual report for review by the Board.
- G. **LENGTH OF REPORTS TO THE BOARD.** Any report at the Board's meetings shall be limited to 15-minutes unless extended by the Chairperson.
- H. **SCHEDULE OF CLAIMS.** At the end of each regular and adjourned regular meeting of the Board, the Board will consider the claims for allowance or disallowance.
- I. **RELEASE OF ATTORNEY-CLIENT PRIVILEGED COMMUNICATIONS.** Attorney-client privileged communications may be released to persons and/or the general public under the following conditions:
 1. A Commissioner requests the release of an Attorney-client privileged communication.
 2. The county attorney provides his or her opinion regarding the release of such privileged communication to the appropriate County Committee. The county attorney will determine if disclosure could have any negative effect on pending litigation or other legal matters.
 3. The County Committee that receives the opinion regarding release shall make a recommendation to the full Board of Commissioners.

- VII-

TITLES AND SUBTITLES

The titles and subtitles of these Rules, and the citations appended thereto, are for convenience only and shall not be considered as part of these Rules.

- VIII-

AMENDMENT TO AND EFFECTIVE DATE OF THESE RULES

- A. These Rules may be amended, suspended, or rescinded only by a majority vote of all of the commissioners-elect. They shall remain in effect until rescinded, amended, or suspended.

- B.** Any amendment to these Rules, properly presented to the Board of Commissioners and adopted, shall take immediate effect unless otherwise stated by the Board at the time of adoption.
- C.** *Roberts Rules of Order* shall apply when these Board Rules do not address an issue.

- IX- CONCLUSION

To the extent that any of the Rules herein are contrary to statutory requirements, they shall be of no force and effect.

JANUARY 2, 2019

APPROVED & ADOPTED AS PRESENTED

RESOLUTION #2019-01-003

S:\WP\Board of Commissioners\Board RULES\2019 Board Rules - FINAL.doc

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: [Click here to enter a date.](#)

Resolution Authorizing a Master Agreement Contract Renewal with Windstream for Telephone Service and Internet Services - Information Technology

WHEREAS, Windstream has been the County's telephone and internet service provider since 2016 as a result of an RFP; and

WHEREAS, the current three-year contract expires August 30,2019; and

WHEREAS, due to the labor intensive and complex conversion of telephony service, the CIO recommends continuing with Windstream; and

WHEREAS, renewing with Windstream for a five-year contract will save the County \$48,832.80 over the term; and

WHEREAS, funding for the same is available in the Information Technology budget.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes and approves entering into a five-year master agreement with Windstream for telephone and internet services.

BE IT FURTHER RESOLVED that the Chairman of the Board of Commissioners be authorized to sign the above-referenced contract upon approval as to form by Civil Counsel.

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MOVED:
SECONDED:
CARRIED:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF INFORMATION TECHNOLOGY

304 E. Grand River Ave., Suite 101
Phone 517.548.3230 Fax 517.545.9608
Web Site: <http://www.livgov.com>

Memorandum

To: Livingston County Board of Commissioners
From: Richard Malewicz, CIO
Date: 05/29/2019
Re: Windstream Telephone and Internet Services Renewal

Since 2016, Windstream has been the low cost provider of telephone services for Livingston County, saving the County over \$16,790 per year from the previous provider (AT&T). The initial term of the contract was three years, expiring in 2019.

The renewal contract is for five years and saves the County an additional \$48,832.80 over the term. Included in the contract is an addendum with several clauses that are beneficial to the County. The first clause allows us to reduce our monthly fee by 20% without penalty. This is particularly useful as we attempt to reduce our reliance on POTS business lines, given AT&T has raised the rates of those lines by 758% since 2015, or from \$6.91 to \$52.39, respectively. We currently have 32 POTS lines remaining in the County used for alarms, credit card machines, select faxes, and sensors. We will continue to reduce POTS lines, as it is highly probable the AT&T line rates will continue to increase.

The second clause of the addendum allows us to upgrade to a newer Windstream provided technology such as session initiation protocol (SIP) in the future without penalty. County IT evaluated the SIP technology for this contract renewal, but ruled it out as the monthly rates would increase and a significant capital expenditure would be required for an upgrade of our internal voice over internet protocol (VOIP) system. We will continue to reevaluate as necessary.

If you have any questions regarding this matter, please contact me.

WINDSTREAM ENTERPRISE

ADDENDUM TO WINDSTREAM SERVICE TERMS AND CONDITIONS

This Addendum is entered between Windstream and **County of Livingston** ("Customer"), Proposal/Quote ID 1827635, and amends the Windstream Service Terms and Conditions ("Agreement") between Windstream and Customer ("Parties").

The Agreement shall be deemed amended as follows:

AUTO RENEWAL

The second sentence in Section 1 of the Agreement (Term and Renewal) is replaced by the following:

"Upon expiration of the Term, this Agreement will automatically renew for successive month to month terms (each, a "Renewal Term") at the rates in effect prior to expiration of initial Term for the first six (6) Renewal Terms, and thereafter at WIN's then current monthly rates for the Services."

RATE STABILIZATION

Windstream and Customer agree that notwithstanding anything to the contrary in the Agreement, during the initial Term of the Agreement, Windstream will not increase Customer's MRCs for the Services being provided under the Agreement (or, in the case of long distance services, the per minute charge for such Services) by any amount greater than 5% per annual period. The foregoing right shall not apply to changes to, additions of and/or increases in TDM access, all permissible taxes, surcharges, fees and assessments that apply to the Services.

CUSTOMER RELOCATION

Customer will receive Services and Windstream has agreed to provide Services to Customer at the Service location identified in the service order listed above.

Notwithstanding the forgoing, Customer has informed Windstream that prior to the expiration of the Term it may move to a new location, and has requested that it be permitted to do so with waived or reduced move fees.

Windstream agrees to Customer's request, provided that Customer (i) selects Windstream as its provider of Services at such new location if it is serviceable by Windstream for a new term that is equal to or greater than the original Term, and (ii) pays for Services rendered through the effective termination date at the current location.

In the event Customer relocates its business to a new location where Windstream is unable to provide the Services, Customer may, upon thirty (30) days written notice to Windstream, terminate the Agreement without liability other than for (i) payment for Services rendered through the effective termination date, and (ii) early Liquidated Damages in the amount equal to 50% of the MRCs multiplied by the number of months remaining in the current term.

MID-TERM RATE REVIEW

At Customer's request after the first eighteen (18) months of the initial Term of the Agreement, WIN will review the rates charged for the Services and, if appropriate, negotiate with Customer a new rate structure and/or Minimum Monthly Fee ("MMF") commitment; provided, however; that at the time of any adjustment, Customer agrees to either (i) extend the Term of the Agreement for additional twelve (12) months, or (ii) enter into a new Agreement for a term that is at least equal to the initial Term of the original Agreement. Customer agrees and acknowledges that it does not have the right to terminate the Agreement prior to the end of the initial Term or any subsequent extension thereof in the event that the parties cannot agree to a revised rate structure or, if in the reasonable judgment of WIN, a more favorable rate structure for Customer is not available.

Customer Initials: _____

BUSINESS DOWNTURN

At any time after the first year of the Term, the Minimum Monthly Fee may, upon negotiation of the parties, be reduced if and to the extent that Customer's usage decreases as a result of a material downturn in Customer's business or the sale or consolidation of Customer's business units, which either or both events cause a significant reduction in Customer's need for the telecommunications services provided hereunder. The total reduction to the Minimum Monthly Fee shall not exceed more than twenty percent (20%) of the original Minimum Monthly Fee. . In the event a location is terminated per this provision whereby special construction or fiber buildout costs were waived by Windstream, Windstream reserves the right to charge Customer a pro-rata portion of such waived costs. If applicable, Customer acknowledges that there will be a corresponding modification to Customer's equipment credit/subsidy based on the reduced Minimum Monthly Fee. Customer may only invoke this clause one time during the term of the Agreement. Notwithstanding anything herein to the contrary, reduction to the Minimum Monthly Fee (if any) must pass Windstream's profitability standards, in its sole and reasonable discretion, and shall not alter Customer's obligations to purchase Services for the Term of the Agreement. Customer shall not be permitted to invoke this clause in the event that Customer has diverted or plans to divert any of its traffic to another provider.

TECHNOLOGY CHANGE

Windstream acknowledges Customer's substantial interest in state-of-the-art technologies that offer improved performance and more efficient ways to meet Customer's telecommunications requirements. Windstream and Customer hereby agree that, any time after the first twelve (12) months of the Term, Customer shall have the option of converting Services to another Windstream product or technology, provided that Customer agrees to enter into a new Agreement for a new Term equal to or greater than the original Term. This provision shall not include a change involving disconnection of current Ethernet-based circuits, but such circuits may be re-provisioned for use for conversion to a new technology with Windstream.

CHRONIC OUTAGE

Windstream and Customer hereby agree that the Windstream Enterprise Data Products Service Level Agreement ("SLA") is modified to include the following:

In the event of 3 or more Service Outages lasting 2 hours or more downtime each during a continuous 90 day period (with multiple Service Outages within a 24 hour period counting as 1 Service Outage for purposes hereof), Customer may terminate the Agreement with payment of all Services up to the date of termination without further penalty or liability, and waives all other remedies, whether at law or in equity, it may have against Windstream for Service Outage(s).

For purposes of this Addendum, a Service Outage or performance failure will be deemed to have occurred only if the Services become unusable to the Customer as a result of a failure of Windstream's facilities, equipment or personnel, and only where the Service Outage or performance failure is not the result of: (i) the fault or negligence of or attributable to the Customer; (ii) any planned or routine maintenance as described above; or (iii) other circumstances beyond the reasonable control of Windstream, including, but not limited to any delay in or failure of performance hereunder due to any Act of God, adverse weather condition, fire, flood, riot, strike, accident, war, act of terrorism, governmental requirement or cable cut.

The Agreement noted above and this Addendum constitutes the Parties' entire agreement. To the extent there is a conflict between this Addendum and the Agreement, this Addendum controls.

This Addendum may be executed in several counterparts, and all counterparts so executed shall constitute one binding agreement on the Parties hereto and each executed counterpart shall be deemed an original. Facsimile signatures shall be accepted as valid and binding for all purposes.

Capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Agreement.

Customer Initials: _____

Windstream and Customer each aver that the signatories to this Addendum below have authority to sign this Addendum.

Hand-written modifications to this Addendum are not binding on either Windstream or Customer.

COUNTY OF LIVINGSTON (Customer)
AUTHORIZED REP. (PRINTED NAME):
SIGNATURE:
TITLE:
DATE:

WINDSTREAM (and its affiliates)
AUTHORIZED REP. (PRINTED NAME):
SIGNATURE:
TITLE:
DATE:

Service Location Listing - Monthly Recurring Charges

Primary Billing Account County of Livingston, #204391550
Quote # 1827635
Sales ID 518265
Effective Date 05/24/2019
MMF \$5,408.83

Location Name & Service Address	Access	Voice	Data	Value Added Services	Total
County of Livingston 224 N 1ST ST, BRIGHTON, MI 48116-1205		\$431.13			\$431.13
Station 24 7304 OAK GROVE RD, HOWELL, MI 48855-9361		\$61.59			\$61.59
3950 W Grand River 3950 WEST GRAND RIVER AVENUE, HOWELL, MI 488557796	\$300.00	\$49.00			\$349.00
3755 BOWEN RD 3755 BOWEN RD, HOWELL, MI 48855-7756		\$61.59			\$61.59
Station 23 2877 W COON LAKE RD, HOWELL, MI 48843-8937		\$61.59			\$61.59
3480 W GRAND RIVER AVE 3480 W GRAND RIVER AVE, HOWELL, MI 48855-9608		\$61.59			\$61.59
5965 OLD US 23RD 5965 OLD US 23RD, FENTON, MI 48430-9372		\$61.59			\$61.59
3399 COUNTY AIRPORT DR 3399 COUNTY AIRPORT DR, HOWELL, MI 48855-8800		\$123.18			\$123.18
Station 22 1579 N LATSON RD, HOWELL, MI 48843-9007		\$61.59			\$61.59
1911 Tooley 1911 TOOLEY RD, HOWELL, MI 48855-8703	\$300.00	\$358.95			\$658.95
204 Highlander - Ste 101 204 S HIGHLANDER WAY SUITE 101, HOWELL, MI 48843-1953		\$61.59			\$61.59
150 S Highlander Way 150 S HIGHLANDER WAY, HOWELL, MI 48843-1993	\$300.00	\$169.18			\$469.18
County Of Livingston 304 E GRAND RIVER AVE, HOWELL, MI 48843-2323	\$1,300.00	\$807.95	\$296.00	\$0.00	\$2,403.95
210 S HIGHLANDER WAY 210 S HIGHLANDER WAY, HOWELL, MI 48843-1989		\$61.59			\$61.59
2300 E GRAND RIVER AVE 2300 E GRAND RIVER AVE, HOWELL, MI 48843-	\$600.00	\$600.72			\$1,200.72
Total	\$2,800.00	\$3,032.83	\$296.00	\$0.00	\$6,128.83

Customer Name

Customer Name	County of Livingston, #204391550	Proposal / Quote ID	1827635
Install Street Address	224 N 1ST ST	City, State, Zip, Country	BRIGHTON, MI, 48116-1205, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
900/976 Block	--	1	\$0.00	\$0.00
International Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
FSLC	--	7	\$9.20	\$64.40
Advantage Business Lines Charge ¹	--	7	\$52.39	\$366.73
Total Features				\$431.13

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
1st Line Install	--	1	\$0.00	\$0.00
Additional Line Install	--	1	\$0.00	\$0.00
Service Order Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$431.13
Total Location Non-Recurring Charges	\$0.00

Rates listed within the Usage Rates section are applicable for all locations, unless otherwise noted on the individual Service Location listing in the Usage Rates sub-section.

Notes: 1 - Per Minute 2 - Per Call 3 - Per Minute per Participant

* Rates are subject to change on 30 days notice via bill message on customer's invoice.

** Additional charges apply for all local, long distance and 8XX features, network access charge, router maintenance, CPE maintenance and directory listings. For the current features pricing, go to <https://www.windstream.com/about/legal/Fee-and-Surcharge-Guide>

*** Amounts listed are reasonable approximations based on initial proposal. Actual amounts shall depend on final lease amount set forth in the Customer's Lease Agreement.

¹ Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name

Customer Name	Station 24, #207653773	Proposal / Quote ID	1827635
Install Street Address	7304 OAK GROVE RD	City, State, Zip, Country	HOWELL, MI, 48855-9361, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
Advantage Business Lines Charge ¹	--	1	\$52.39	\$52.39
FSLC	--	1	\$9.20	\$9.20
Total Features				\$61.59

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
Service Order Charge	--	1	\$0.00	\$0.00
1st Line Install	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$61.59
Total Location Non-Recurring Charges	\$0.00

¹ Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name			
Customer Name	3950 W Grand River, #200423704	Proposal / Quote ID	1827635
Install Street Address	3950 WEST GRAND RIVER AVENUE	City, State, Zip, Country	HOWELL, MI, 488557796, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Access Loop				
On Net T1	--	1	\$300.00	\$300.00
Common Voice Features				
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
Trunks				
FSLC Charge *	--	5	\$9.20	\$46.00
PS-ALI Account Service Charge *	--	1	\$0.00	\$0.00
20 DID Station Numbers *	--	3	\$1.00	\$3.00
PRI Trunk Port	--	1	\$0.00	\$0.00
Total Features				\$349.00

Usage Rates	Dedicated	Switched	Initial	Additional	Call
Usage Type	Rate	Rate	Increment	Increment	Rounding
Regional Long Distance Charges (D)	0.0300 ¹		6 sec	6 sec	2 digit †
In State Long Distance Charges (D)	0.0300 ¹		6 sec	6 sec	2 digit †
Out of State Long Distance Charges (D)	0.0300 ¹		6 sec	6 sec	2 digit †

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
On Net T1	--	1	\$0.00	\$0.00
Trunks				
PRI Trunk Port	--	1	\$0.00	\$0.00
PS-ALI Account Service Installation Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$349.00
Total Location Non-Recurring Charges	\$0.00

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Customer Name			
Customer Name	3755 BOWEN RD, #204391557	Proposal / Quote ID	1827635
Install Street Address	3755 BOWEN RD	City, State, Zip, Country	HOWELL, MI, 48855-7756, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
900/976 Block	--	1	\$0.00	\$0.00
International Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
Advantage Business Lines Charge [⌚]	--	1	\$52.39	\$52.39
FSLC	--	1	\$9.20	\$9.20
Total Features				\$61.59

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
Service Order Charge	--	1	\$0.00	\$0.00
1st Line Install	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$61.59
Total Location Non-Recurring Charges	\$0.00

[⌚] Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name			
Customer Name	Station 23, #207653771	Proposal / Quote ID	1827635
Install Street Address	2877 W COON LAKE RD	City, State, Zip, Country	HOWELL, MI, 48843-8937, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
FSLC	--	1	\$9.20	\$9.20
Advantage Business Lines Charge [⌚]	--	1	\$52.39	\$52.39
Total Features				\$61.59

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
Service Order Charge	--	1	\$0.00	\$0.00
1st Line Install	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$61.59
Total Location Non-Recurring Charges	\$0.00

[⌚] Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name			
Customer Name	3480 W GRAND RIVER AVE, #204391556	Proposal / Quote ID	1827635
Install Street Address	3480 W GRAND RIVER AVE	City, State, Zip, Country	HOWELL, MI, 48855-9608, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
900/976 Block	--	1	\$0.00	\$0.00
International Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
Advantage Business Lines Charge [⌚]	--	1	\$52.39	\$52.39
FSLC	--	1	\$9.20	\$9.20
Total Features				\$61.59

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
Service Order Charge	--	1	\$0.00	\$0.00
1st Line Install	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$61.59
Total Location Non-Recurring Charges	\$0.00

[⌚] Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name

Customer Name	5965 OLD US 23RD, #204391562	Proposal / Quote ID	1827635
Install Street Address	5965 OLD US 23RD	City, State, Zip, Country	FENTON, MI, 48430-9372, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
Advantage Business Lines Charge [⌚]	--	1	\$52.39	\$52.39
FSLC	--	1	\$9.20	\$9.20
Total Features				\$61.59

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
1st Line Install	--	1	\$0.00	\$0.00
Service Order Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$61.59
Total Location Non-Recurring Charges	\$0.00

[⌚] Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name

Customer Name	3399 COUNTY AIRPORT DR, #204391554	Proposal / Quote ID	1827635
Install Street Address	3399 COUNTY AIRPORT DR	City, State, Zip, Country	HOWELL, MI, 48855-8800, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
FSLC	--	2	\$9.20	\$18.40
Advantage Business Lines Charge [⌚]	--	2	\$52.39	\$104.78
Total Features				\$123.18

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
Service Order Charge	--	1	\$0.00	\$0.00
Additional Line Install	--	1	\$0.00	\$0.00
1st Line Install	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$123.18
Total Location Non-Recurring Charges	\$0.00

⌚ Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name			
Customer Name	Station 22, #207653767	Proposal / Quote ID	1827635
Install Street Address	1579 N LATSON RD	City, State, Zip, Country	HOWELL, MI, 48843-9007, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
900/976 Block	--	1	\$0.00	\$0.00
International Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
FSLC	--	1	\$9.20	\$9.20
Advantage Business Lines Charge ⌚	--	1	\$52.39	\$52.39
Total Features				\$61.59

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
Service Order Charge	--	1	\$0.00	\$0.00
1st Line Install	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$61.59
Total Location Non-Recurring Charges	\$0.00

⌚ Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name			
Customer Name	1911 Tooley, #200423700	Proposal / Quote ID	1827635
Install Street Address	1911 TOOLEY RD	City, State, Zip, Country	HOWELL, MI, 48855-8703, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Access Loop				
On Net T1	--	1	\$300.00	\$300.00
Common Voice Features				
900/976 Block	--	1	\$0.00	\$0.00
International Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
FSLC	--	5	\$9.20	\$46.00
Advantage Business Lines Charge [⌚]	--	5	\$52.39	\$261.95
Trunks				
PRI Trunk Port	--	1	\$0.00	\$0.00
20 DID Station Numbers *	--	5	\$1.00	\$5.00
FSLC Charge *	--	5	\$9.20	\$46.00
PS-ALI Account Service Charge *	--	1	\$0.00	\$0.00
Total Features				\$658.95

Usage Rates	Dedicated	Switched	Initial	Additional	Call
Usage Type	Rate	Rate	Increment	Increment	Rounding
Regional Long Distance Charges (S)		0.0500 [†]	6 sec	6 sec	2 digit †
Regional Long Distance Charges (D)	0.0300 [†]		6 sec	6 sec	2 digit †
In State Long Distance Charges (D)	0.0300 [†]		6 sec	6 sec	2 digit †
In State Long Distance Charges (S)		0.0500 [†]	6 sec	6 sec	2 digit †
Out of State Long Distance Charges (S)		0.0500 [†]	6 sec	6 sec	2 digit †
Out of State Long Distance Charges (D)	0.0300 [†]		6 sec	6 sec	2 digit †

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
On Net T1	--	1	\$0.00	\$0.00
Advantage Business Lines				
Service Order Charge	--	1	\$0.00	\$0.00
1st Line Install	--	1	\$0.00	\$0.00
Additional Line Install	--	1	\$0.00	\$0.00
Trunks				
PRI Trunk Port	--	1	\$0.00	\$0.00
PS-ALI Account Service Installation Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$658.95
Total Location Non-Recurring Charges	\$0.00

[⌚] Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Customer Name			
Customer Name	204 Highlander - Ste 101, #204666299	Proposal / Quote ID	1827635
Install Street Address	204 S HIGHLANDER WAY SUITE 101	City, State, Zip, Country	HOWELL, MI, 48843-1953, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
Advantage Business Lines Charge [⌚]	--	1	\$52.39	\$52.39
FSLC	--	1	\$9.20	\$9.20
Total Features				\$61.59

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
Service Order Charge	--	1	\$0.00	\$0.00
1st Line Install	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$61.59
Total Location Non-Recurring Charges	\$0.00

[⌚] Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name			
Customer Name	150 S Highlander Way, #200423701	Proposal / Quote ID	1827635
Install Street Address	150 S HIGHLANDER WAY	City, State, Zip, Country	HOWELL, MI, 48843-1993, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Access Loop				
On Net T1	--	1	\$300.00	\$300.00
Common Voice Features				
900/976 Block	--	1	\$0.00	\$0.00
International Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
Advantage Business Lines Charge [⌚]	--	2	\$52.39	\$104.78
FSLC	--	2	\$9.20	\$18.40
Trunks				
PS-ALI Account Service Charge *	--	1	\$0.00	\$0.00
20 DID Station Numbers *	--	46	\$0.00	\$0.00
PRI Trunk Port	--	1	\$0.00	\$0.00
FSLC Charge *	--	5	\$9.20	\$46.00
Total Features				\$469.18

Usage Rates	Dedicated	Switched	Initial	Additional	Call
Usage Type	Rate	Rate	Increment	Increment	Rounding
Regional Long Distance Charges (D)	0.0300 ¹		6 sec	6 sec	2 digit ↑
In State Long Distance Charges (D)	0.0300 ¹		6 sec	6 sec	2 digit ↑
Out of State Long Distance Charges (D)	0.0300 ¹		6 sec	6 sec	2 digit ↑

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
On Net T1	--	1	\$0.00	\$0.00
Advantage Business Lines				
1st Line Install	--	1	\$0.00	\$0.00
Additional Line Install	--	1	\$0.00	\$0.00
Service Order Charge	--	1	\$0.00	\$0.00
Trunks				
PRI Trunk Port	--	1	\$0.00	\$0.00
PS-ALI Account Service Installation Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$469.18
Total Location Non-Recurring Charges	\$0.00

⌚ Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Customer Name			
Customer Name	County Of Livingston, #200423699	Proposal / Quote ID	1827635
Install Street Address	304 E GRAND RIVER AVE	City, State, Zip, Country	HOWELL, MI, 48843-2323, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

Bundled Services	Total Qty	Price/Unit	Total Price
Internet Service Bundle			
Internet Service	-	--	Included
Ethernet Access(1 Gb)	1	--	Included
Total Services			\$1,200.00

	Included	Total Qty	Price/Unit	Total Price
Access Loop				
On Net T1	--	1	\$300.00	\$300.00
Common Voice Features				
LD Block of 1000	--	36	\$20.00	\$720.00
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
Internet				
IP Addresses Block of 64 Charge	--	1	\$96.00	\$96.00
Toll-Free (8xx)				
Toll-Free Access *	--	1	\$4.95	\$4.95
Trunks				
FSLC Charge *	--	5	\$9.20	\$46.00
PRI Trunk Port	--	1	\$0.00	\$0.00
20 DID Station Numbers *	--	37	\$1.00	\$37.00
PS-ALI Account Service Charge *	--	1	\$0.00	\$0.00
Total Features				\$1,203.95

Usage Rates	Dedicated	Switched	Initial	Additional	Call
Usage Type	Rate	Rate	Increment	Increment	Rounding
Regional Long Distance Charges (D)	0.0300 [†]		6 sec	6 sec	2 digit †
In State Long Distance Charges (D)	0.0300 [†]		6 sec	6 sec	2 digit †
Out of State Long Distance Charges (D)	0.0300 [†]		6 sec	6 sec	2 digit †
Regional 8XX Charges (D)	0.0300 [†]		30 sec	6 sec	2 digit †
In State 8XX Charges (D)	0.0300 [†]		30 sec	6 sec	2 digit †
Out of State 8XX Charges (D)	0.0300 [†]		30 sec	6 sec	2 digit †
Out of State 8XX Charges (S)		0.0500 [†]	30 sec	6 sec	2 digit †
In State 8XX Charges (S)		0.0500 [†]	30 sec	6 sec	2 digit †
International 8XX Charges (S)	Silver [†]	Silver [†]	30 sec	6 sec	2 digit †
Canadian 8XX Charges (D)	0.0607 [†]		30 sec	6 sec	2 digit †
Canadian 8XX Charges (S)		0.0657 [†]	30 sec	6 sec	2 digit †
Regional 8XX Charges (S)		0.0500 [†]	30 sec	6 sec	2 digit †

Promotion	Credit	Duration of
Product	Amount	Credit
Customer Loyalty Discount	-14,400.00	3

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Access Loop				
Local Loop Install Charge	--	1	\$0.00	\$0.00
On Net T1	--	1	\$0.00	\$0.00
Internet				
Data Installation Charge	--	1	\$0.00	\$0.00
Trunks				
PRI Trunk Port	--	1	\$0.00	\$0.00
PS-ALI Account Service Installation Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$2,403.95
Total Location Non-Recurring Charges	\$0.00

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Customer Name

Customer Name	210 S HIGHLANDER WAY, #204391549	Proposal / Quote ID	1827635
Install Street Address	210 S HIGHLANDER WAY	City, State, Zip, Country	HOWELL, MI, 48843-1989, USA
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Common Voice Features				
900/976 Block	--	1	\$0.00	\$0.00
International Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
FSLC	--	1	\$9.20	\$9.20
Advantage Business Lines Charge [⌚]	--	1	\$52.39	\$52.39
Total Features				\$61.59

Other Charges (Non-Recurring)	Included	Total Qty	Price/Unit	Total Price
Advantage Business Lines				
1st Line Install	--	1	\$0.00	\$0.00
Service Order Charge	--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)				\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$61.59
Total Location Non-Recurring Charges	\$0.00

[⌚] Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

Customer Name

Customer Name	2300 E GRAND RIVER AVE, #200423703	Proposal / Quote ID	1827635
Install Street Address	2300 E GRAND RIVER AVE	City, State, Zip, Country	HOWELL, MI, 48843-, US
Opportunity ID	1849325	Service Order Type	Renewal
Contract Term	60	Effective Date	05/24/2019

	Included	Total Qty	Price/Unit	Total Price
Access Loop				
On Net T1	--	2	\$300.00	\$600.00
Common Voice Features				
International Block	--	1	\$0.00	\$0.00
900/976 Block	--	1	\$0.00	\$0.00
Advantage Business Lines				
FSLC	--	8	\$9.20	\$73.60
Advantage Business Lines Charge [⌚]	--	8	\$52.39	\$419.12
Trunks				
20 DID Station Numbers *	--	16	\$1.00	\$16.00
PRI Trunk Port	--	2	\$0.00	\$0.00
FSLC Charge *	--	10	\$9.20	\$92.00
Total Features				\$1,200.72

Usage Rates		Dedicated Rate	Switched Rate	Initial Increment	Additional Increment	Call Rounding
Usage Type						
Regional Long Distance Charges (D)		0.0300 [†]		6 sec	6 sec	2 digit †
In State Long Distance Charges (D)		0.0300 [†]		6 sec	6 sec	2 digit †
Out of State Long Distance Charges (D)		0.0300 [†]		6 sec	6 sec	2 digit †

Other Charges (Non-Recurring)		Included	Total Qty	Price/Unit	Total Price
Access Loop					
On Net T1		--	1	\$0.00	\$0.00
Advantage Business Lines					
Service Order Charge		--	1	\$0.00	\$0.00
Additional Line Install		--	1	\$0.00	\$0.00
1st Line Install		--	1	\$0.00	\$0.00
Trunks					
PRI Trunk Port		--	1	\$0.00	\$0.00
Total Other Charges (Non-Recurring)					\$0.00

Total Location Solution	Total Price
Total Location Monthly Recurring Charges	\$1,200.72
Total Location Non-Recurring Charges	\$0.00

‡ Local Usage is an additional charge in CA, DC, MA, MD, NH, NJ, NY, PA and RI and will be billed at the current tariffed rate. Rates are subject to change on 30 days notice via bill message on customer's invoice.

† Each call is billed to two decimal places and rounds the billed amount for each call up to the nearest whole cent.

Total Solution	Total Price
Total Monthly Recurring Charges	\$6,128.83
Total Non-Recurring Charges	\$0.00
Minimum Monthly Fee	\$5,408.83

Service Information

This Proposal is subject to and controlled by the Windstream Service Terms and Conditions, which are incorporated herein by reference and attached hereto. Your signature constitutes your acceptance of the Proposal and your agreement to Windstream's Service Terms and Conditions.

CUSTOMER	WINDSTREAM
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

This offer is voidable by Windstream if not signed and returned to Windstream by 8th day of July, 2019 .



WINDSTREAM SERVICE TERMS AND CONDITIONS

Together with any proposal/order, service schedule(s), and any document incorporated by reference herein, these terms ("Agreement") apply to all telecommunications and related services ("Services") provided to Customer by the Windstream affiliate billing Customer ("WIN").

1. **Term and Renewal.** This Agreement is effective on the date identified on the proposal ("Effective Date") and will continue for the term set forth in the proposal from the last date that Services are installed (the "Term"). Upon expiration of the Term, this Agreement will automatically renew for successive one-year terms (each, a "Renewal Term") and WIN reserves the right to increase rates to its then-current rates. If this Agreement is a renewal, it may take one to two billing periods for the rates herein to become effective.
2. **Charges for Services.** Charges are set forth on a proposal or assessed as Services are used by Customer (i.e., features, installation/repair, including after-hours installation, long distance (rounded up to next cent), etc.). Customer is responsible for all permissible taxes, surcharges, fees, and assessments that apply to Services, including how those may change in the future, and regardless of whether such charges are identified in the Agreement. Customer shall pay all charges if WIN or a third party provider is required to extend the demarcation point, delay installation due to Customer, or undertake special construction. **WIN RESERVES THE RIGHT TO INCREASE OR DECREASE MONTHLY RECURRING CHARGES ("MRCs") ON AT LEAST THIRTY (30) DAYS' NOTICE AND OTHER RATES AT ANY TIME.**
3. **Installation.** Customer must provide an environment that is suitable for the Services, including equipment that is compatible with WIN's network. Unless otherwise agreed in writing by WIN, Customer is responsible for obtaining access to Customer's premises for WIN to install Services/perform maintenance and WIN will not enter into any agreements with Customer's landlord or other third parties to obtain same. Customer is solely responsible for disconnecting Services with its current service provider to avoid duplicated charges after Service installation. For fixed wireless Services, unless otherwise agreed in writing by WIN, Customer has the additional material obligations to: (a) obtain "roof rights" and make available all evidence of same to WIN; (b) provide space for WIN equipment at the Service locations, no further than three hundred (300) feet from Customer's router or switch interface; and, (c) provide internal building conduit to allow WIN the ability to rod/rope to the point of demarcation. WIN shall not be liable for any reasonable alterations or necessary work to the Service locations that are required for installation and removal of WIN equipment.
4. **Billing and Payment; Disputes.** Installation occurs and billing at a location begins on the earlier of (i) the date WIN makes Services available to Customer for its use (which may be the date administrative access to certain software-based Services is granted to Customer); or (ii) the date that Service would have been available for use by Customer if Customer had fulfilled its obligations required to provision and install the Service. Bills are issued monthly and are late if not paid by the due date reflected on the invoice. Customer is responsible for paying all costs and fees WIN incurs as a result of collecting Customer's unpaid and resolved disputed charges. WIN may choose to bill in full monthly increments with no proration for partial service periods when Service either starts or ends in the middle of a billing cycle. WIN may accept payments marked "payment in full" or being in settlement of any dispute without waiving any rights it has to collect in full. If full payment is not received for undisputed charges in immediately available funds, WIN will add collection and late fees. In certain service areas, paper bills are available only upon request and for a monthly charge. WIN reserves the right to charge a fee for payments made by credit card. To dispute charges, Customer must do so in good faith and deliver to WIN in writing the specific basis for such dispute within sixty (60) days after the date on the invoice or the dispute shall be deemed waived.
5. **Credit and Deposits.** Customer authorizes WIN to ask credit-reporting agencies for Customer's credit information. WIN may either refuse to serve Customer based on such credit information or require Customer to submit an initial security deposit and/or advance payment or if Customer increases Services, is late on payment, or its credit rating changes. Any deposit will be refunded if not applied by WIN to any unpaid amount.
6. **Moves.** If Customer moves, it must provide at least ninety (90) days' advance written notice and pay applicable installation charges and increased monthly service charges for the new location. If WIN cannot serve the new location, cannot install Service at the new location due to Customer's failure to provide enough notice, or Customer terminates due to the move, cancellation charges or liquidated damages pursuant to Sec. 11 shall apply.
7. **WIN-Provided and Owned Equipment; Customer Equipment Compatibility.** Any equipment owned and installed by WIN on Customer's premises remains the property of WIN. Equipment shall remain in good condition and be reasonably protected by Customer from theft and damage, less normal wear and tear. WIN shall be responsible for the maintenance and repair of the equipment unless it is damaged as a result of the action or inaction of Customer or its employees or agents, in which case Customer shall reimburse WIN for the cost of any necessary repairs. WIN reserves the right to refuse to perform any installation or repair work and may, when necessary, charge Customer for interior or exterior cable or wiring to complete the installation or repairs at WIN's then current hourly rates. Customer shall provide WIN reasonable access to the equipment for purposes of repair, maintenance, removal or otherwise. If WIN does not have access to Customer's premises within thirty (30) days after Customer terminates this Agreement, or if WIN requires Customer to return the equipment and Customer does not return the equipment to WIN within thirty (30) days of termination or it is returned damaged (during shipping or otherwise), Customer shall reimburse WIN for the replacement cost of the equipment plus processing and shipping fees, as well as any attorney's fees and costs to collect. Customer's equipment, software, cables or hardware attached to WIN equipment or WIN's network is solely the responsibility of Customer and must be compatible with and not cause any interference on WIN's network.
8. **WIN-Provided Software.** Software and its documentation provided as part of Services and Equipment or otherwise provided by WIN to Customer shall be used by Customer solely as part of the Services and for no other purpose and Customer acknowledges and agrees that the Software is the exclusive property of WIN or a third-party licensor. Customer may be required to provide WIN with evidence that its use of the software is in compliance with this Agreement and/or third-party software licensor's terms. Customer agrees it will not: (i) use or make any copies of the software, or install the software on more than one computer at a time; (ii) reverse engineer, decompile, or disassemble the software; (iii) sell, resell, transfer, license, sublicense, distribute the software or otherwise allow third parties to access to use the software; or (iv) create, write, or develop any derivative software or other software program that is based on such software.

9. **Use of Services; Restricted Calling Services; HIPAA Compliance.** Customer and/or anyone acting through it may not resell Services or use Services for: (a) traffic aggregation; (b) its own end users and/or customers as a telecommunications or any other kind of provider; (c) sending WIN calls that originate from a location other than the local calling area associated with the Customer's service location; or (d) sending WIN large volumes of calls from or to areas that are high-cost (areas with access costs greater than regional Bell operating company access costs) or to a toll-free number. Additionally, no more than ten percent (10%) of Customer's calls may be six (6) seconds or less and/or no more than forty percent (40%) of call attempts may be uncompleted per trunk group and/or DS0/DS0 equivalent. For violations of this Section, WIN may: (w) immediately terminate Services; (x) charge Customer long-distance charges and an additional price per minute; (y) charge Customer any additional amounts necessary to recoup WIN's administrative costs and charges from other carriers; and/or, (z) require Customer to pay for the excessive use immediately and make a deposit.
 - a. **Restricted Calling Services.** WIN will restrict international long distance and 900/976 calling functionality ("Restricted Calling Services") from Customer's account originating on the WIN-provided Service and will only restore such functionality upon request by an authorized representative of Customer. In the event Customer requests restoration of such functionality, Customer agrees and acknowledges that it is liable for all charges associated with the Restricted Calling Services dialed from Customer's premises or through the use of Customer's WIN account access and/or calling card codes, regardless of whether such use is: (i) authorized by Customer management, (ii) initiated by Customer employees or third parties, or (iii) constitutes or involves frequent activity of any nature. Customer agrees that WIN assumes no liability of any kind with respect to its providing access to Restricted Calling Services via connections from Customer premises and locations where Customer uses WIN Services. Customer shall indemnify, defend and hold harmless WIN against any and all claims made by the third party provider of Restricted Calling Services. Customer acknowledges that, pursuant to government regulation, failure to make proper payment to third party vendors of Restricted Calling Services could result in suspension or interruption of long distance and/or local services provided by WIN, and WIN assumes no liability of any kind with respect to such potential service suspensions or interruptions.
 - b. **HIPAA Compliance.** Customer is responsible for informing WIN in writing if: (i) Customer is a Covered Entity or Business Associate (both as defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")); and (ii) Customer Content includes Protected Health Information ("PHI") (as defined in HIPAA). If Customer notifies WIN that it is a Covered Entity or Business Associate and that Customer Content includes PHI, and WIN determines that, based on such notification, it is rendered a Business Associate, then the parties will execute WIN's Business Associate Agreement. If Customer does not so notify WIN, then WIN will have no obligation to provide the Services in compliance with HIPAA.
10. **Termination.** Either party may terminate this Agreement by providing at least forty-five (45) days' notice prior to the end of the initial Term or a Renewal Term, or if the other party is in breach of any material provision of this Agreement and fails to cure within forty-five (45) days after written notice (or after ten (10) days' notice for nonpayment). Customer's right to terminate for breach applies to the affected location and/or Services only. WIN may limit, interrupt, suspend or terminate Services IMMEDIATELY if Customer or others acting through Customer: (a) use the Services in violation of Sec. 9; (b) use the Services in a manner that affects WIN's network or other customers, (c) use the Services fraudulently or unlawfully; (d) use the Services in an excessive, abusive, or unreasonable manner that is not customary for the type of Services; or, (e) use the Services in a manner that may cause or is causing an imminent and significant operational, financial, or security risk; or, (f) impersonates another person, uses obscene or profane language or is abusive to or harassing WIN representatives and fails to stop such behavior after receiving a written or verbal warning. After termination due to breach, WIN may restore Service if Customer corrects any breach and pays all outstanding amounts owed, including restoration charges. In addition to these termination rights, if WIN determines that providing Services is not economically or technically feasible or because underlying facilities leased from third parties are no longer available to WIN due to legal/regulatory changes, WIN has the right to terminate this Agreement either prior to installation or on sixty (60) days' notice after installation.
11. **Effect of Termination.**
 - a. **Pre-Installation-** If Customer terminates this Agreement due to any reason other than WIN's material breach or if WIN terminates this Agreement due to Customer's material breach after the Effective Date but prior to the installation of Service(s), Customer will pay WIN a Pre-Installation Cancellation Charge ("Cancellation Charge") equal to three (3) months of MRCs except that if WIN's costs to other providers are greater than this amount, Customer shall also reimburse WIN for such additional costs. Customer agrees that the Cancellation Charge is a reasonable measure of the administrative costs and other fees incurred by WIN to prepare for installation. The Cancellation Charge set forth in this Section is in lieu of the charges set forth in 11(b).
 - b. **Post-Installation - IF CUSTOMER TERMINATES THIS AGREEMENT OR PART OR ALL SERVICES PROVIDED HEREUNDER AFTER INSTALLATION DURING THE INITIAL OR RENEWAL TERM FOR ANY REASON OTHER THAN FOR WIN'S MATERIAL BREACH OR IF WIN TERMINATES THIS AGREEMENT DUE TO CUSTOMER'S MATERIAL BREACH, CUSTOMER SHALL PAY TO WIN AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE MRCs APPLICABLE TO THE SERVICES THAT WERE TERMINATED MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE THEN-CURRENT TERM OR RENEWAL TERM EXCEPT THAT IF WIN'S COSTS TO OTHER PROVIDERS ARE GREATER THAN THIS AMOUNT, CUSTOMER SHALL ALSO REIMBURSE WIN FOR SUCH ADDITIONAL COSTS. IF THE CUSTOMER PARTIALLY CANCELS AND HAS A MINIMUM MONTHLY FEE ("MMF"), THEN THE CUSTOMER SHALL CONTINUE TO BE BILLED THE MMF ("LIQUIDATED DAMAGES"). CUSTOMER ACKNOWLEDGES THAT ACTUAL DAMAGES WOULD BE DIFFICULT TO DETERMINE AND SUCH LIQUIDATED DAMAGES REPRESENT A FAIR AND REASONABLE ESTIMATE OF THE DAMAGES WHICH MAY BE INCURRED BY WIN.**
12. **Limitation of Liability; Indemnity.** FOR PURPOSES OF SECTIONS 12 AND 13, "WIN" INCLUDES ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, VENDORS, AND ANY ENTITY ON WHICH BEHALF WIN RESELLS SERVICES. EXCEPT FOR WILLFUL MISCONDUCT, WIN'S LIABILITY FOR SERVICES AND INSTALLATION WILL NOT EXCEED ANY CREDITS OFFERED BY WIN FOR OUTAGES PURSUANT TO WIN'S THEN-EFFECTIVE CREDIT POLICY. IN NO EVENT WILL WIN BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS, LOST BUSINESS OPPORTUNITIES, BUSINESS INTERRUPTION, LOSS OF BUSINESS DATA), ANY PUNITIVE OR EXEMPLARY DAMAGES, THE COST OF ALTERNATIVE SERVICE, OR ATTORNEY'S FEES. CUSTOMER IS RESPONSIBLE FOR ALL USAGE, CHARGES, AND LIABILITY INCURRED DUE TO THEFT OR FRAUD OVER THE SERVICES WHILE IN CUSTOMER'S CONTROL, REGARDLESS OF WHETHER/WHEN WIN NOTIFIES CUSTOMER OF INCREASED USAGE. PRICING OF SERVICES REFLECTS THE INTENT OF THE PARTIES TO LIMIT WIN'S LIABILITY AS PROVIDED HEREIN. CUSTOMER INDEMNITY: CUSTOMER SHALL INDEMNIFY, DEFEND, AND HOLD WIN HARMLESS IF CUSTOMER'S USE OF THE SERVICES CAUSES A THIRD PARTY TO MAKE A CLAIM AGAINST WIN.

13. **Disclaimer of Warranties.** EXCEPT AS OTHERWISE PROVIDED HEREIN, SERVICES, EQUIPMENT, AND THE DESIGNATED CUSTOMER AREA ON WIN'S PREMISES, IF APPLICABLE, ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR NON-INFRINGEMENT OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY ARISING BY COURSE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE INCLUDING, BUT NOT LIMITED TO, BROADBAND SPEEDS, UNINTERRUPTED OR ERROR-FREE SERVICE, TRANSMISSION QUALITY, AND ACCURACY OF ANY DIRECTORY LISTINGS. EXCEPT AS EXPRESSLY PROVIDED IN WIN'S PRIVACY POLICY AND BY LAW, WIN HAS NO OBLIGATION TO PROVIDE SECURITY OR PROTECTION FOR CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION OR DATA. NO ORAL OR WRITTEN ADVICE OR INFORMATION BY WIN'S EMPLOYEES, AGENTS OR CONTRACTORS SHALL CREATE A WARRANTY, AND CUSTOMER MAY NOT RELY ON ANY SUCH INFORMATION.
14. **Force Majeure.** WIN shall have no liability, including service credits, for any delay or failure to perform caused by any event beyond its reasonable control or during any maintenance periods necessary on WIN's network or equipment, including but not limited to delays or failures caused by third parties' or Customer's actions or failure to act or permit WIN access.
15. **Documents Incorporated by Reference; Entire Agreement; Counterparts; Execution.** THIS AGREEMENT IS SUBJECT TO AND INCORPORATES THE FOLLOWING BY REFERENCE, AS THEY MAY CHANGE FROM TIME TO TIME: (I) THE TERMS AND CONDITIONS OF THE TARIFFS FILED WITH STATE PUBLIC SERVICE COMMISSIONS; (II) THE FCC OR STATE SERVICE PUBLICATIONS POSTED AT <http://www.windstream.com/Legal-Notices/>; (III) FOR INTERNET, THE "ACCEPTABLE USE POLICY" POSTED AT <http://www2.windstream.net/customersupport/usersguide/accept/accept.html> AND THE "PRIVACY POLICY" POSTED AT <http://www.windstream.com/privacy.aspx>; (IV) FOR CERTAIN VALUE-ADDED SERVICES (I.E., ONLINE BACK UP SERVICES, TECH HELP, ETC), THE CLICK-THROUGH AGREEMENTS RELATED TO THOSE SERVICES REQUIRED PRIOR TO ACCESSING THEM; AND (V) THIRD PARTY SOFTWARE TERMS, IF APPLICABLE. This Agreement constitutes the parties' entire agreement. In the event of any conflict between the terms of this document and any of the documents incorporated by reference, the terms of this document control followed (in order) by any click-through agreements for applicable Services, the Tariffs and the FCC or state Service Publications, and then the Acceptable Use and Privacy policies
16. **Miscellaneous.** (a) **Signatures and Amendments:** This Agreement may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. WIN also may execute this Agreement via a verifiable electronic signature. This Agreement may be amended only in a writing signed by authorized representatives of each party. This Agreement and its incorporated documents supersede any and all statements or promises made to Customer by any WIN employee or agent; (b) **Notices and Electronic Communications:** Any notice pursuant to this Agreement must be in writing and will be deemed properly given if hand delivered or mailed to Customer at the address populated on Customer's proposal or to WIN at WIN, Attn: Correspondence Division, 301 N. Main St., Greenville, SC 29601, windstream.business.support@windstream.com or at such other address provided to the other party. Customer disconnection requests must be initiated by accessing the online portal at www.windstreamonline.com, or by calling 1-800-600-5050. Any other means of providing notice of disconnection is void and has no effect, even if actually received by WIN. CUSTOMER AGREES THAT WIN MAY SEND ELECTRONIC MESSAGES TO CUSTOMER CONCERNING WIN'S SERVICES; (c) **Compliance with Laws; Applicable Law:** Each party shall comply with all laws and regulations applicable to this Agreement. This Agreement is subject to applicable federal law and the laws of the state in which the Services are provided or, if provided in multiple states, then Delaware law, both of which shall be without regard to that state's conflict of laws principles; (d) **Waiver of Jury Trial.** EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT; (e) **Statute of Limitations:** Other than billing disputes subject to shorter time periods in Sec. 4, no claim may be asserted by either party more than two (2) years after the occurrence that is the basis of the claim; (f) **Assignment:** On written notice, either party may assign this Agreement (for WIN, such assignment may be in whole or in part), to an affiliate or acquirer of all or substantially all of its assets without any advance consent from the other party, but Customer must complete all paperwork necessary to effectuate such assignment or any change in ownership; (g) **Third Party Beneficiaries:** No third party shall be deemed a beneficiary of this Agreement; (h) **Waiver:** Either party's failure to enforce any right or remedy available under this Agreement is not a waiver; (i) **Severability:** If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect; (j) **Survival:** Sections 7, 12 and 13 survive after this Agreement ends; (k) **Handwritten Changes:** Handwritten changes are not binding on either party; (l) **Use of Products in U.S.** Customer acknowledges that the transfer and use of products, services and technical information outside the United States are subject to U.S. export laws and regulations. Customer shall not use, distribute, transfer, or transmit the products, services or technical information (even if incorporated into other products) except in compliance with U.S. export laws and regulations. At WIN's request, Customer shall sign written assurances and other export-related documents as may be required for WIN to comply with U.S. export regulations; (m) **Publicity and Confidentiality:** Customer agrees that WIN may publicly disclose that WIN is providing Services to Customer and may include Customer's name in promotional materials and press releases. Except when this Agreement is required to be filed with a governmental authority, this Agreement is confidential and shall not be disclosed publicly to any third party except the such dealer(s) or agent(s) of WIN.
- For Managed CPE Firewall Services only:**
Authorization to Perform Testing. Customer grants WIN the authority to access Customer's networks and computer systems solely for the purpose of providing the Managed CPE Firewall Service ("Firewall"). Customer agrees to notify WIN and obtain any third party service provider's ("Host") consent to provide the Firewall on Host's computer systems, which includes acknowledgement of the risks and acceptance of the conditions set forth herein and to facilitate any necessary communications and exchanges of information between WIN and Host in connection with the Firewall. Customer agrees to indemnify, defend and hold WIN and its suppliers harmless from and against any and all claims, losses, liabilities and damages, including reasonable attorney's fees that arise out of Customer's failure to comply with this Section and from any and all third party claims that arise out of the testing and evaluation of the security risks, exposures, and vulnerabilities of the IP Addresses that Customer provides. Customer acknowledges that the Firewall entails certain risks including the following possible negative impacts: (i) excessive log file disk space may be consumed due to the excessive number of log messages generated by the Firewall; (ii) performance and throughput of networks and associated routers and firewalls may be temporarily degraded; (iii) degradation of bandwidth; and (iv) Customer computer systems may hang or crash resulting in temporary system unavailability and/or loss of data.
- For Managed Network Security Cloud Firewall only:**
 WIN agrees that it will maintain all applicable PCI-DSS requirements to the extent WIN handles, has access to, or otherwise stores, processes, or transmits Customer's cardholder data or sensitive authentication data, or manages Customer's cardholder data environment on behalf of Customer.

Security Compliance Audits:

Unless stated otherwise in writing by WIN via an addendum to this Agreement, any Services or equipment provided by WIN are outside the scope of any security audits performed by Customer or its agents. While WIN Sales representatives can help Customer with incorporating our Services and equipment as component parts of a compliant overall security strategy, WIN makes no representations that its Services or equipment are compliant with industry-specific guidelines, regulations, or laws including, but not limited to, Payment Card Industry Standards, the Health Insurance Portability and Accountability Act, and/or Sarbanes-Oxley.

For OfficeSuite UC® Fax Services only:

The following conditions apply: (i) if a fax line goes over its allotted number of fax pages in a given month, each additional page above the bundle level purchased will be billed at the overage rate per fax page sent or received, as identified within bundle selection. For OfficeSuite® Fax Measured package, each domestic page sent and received will be billed at \$0.065 per page; (ii) international faxing is not supported; (iii) only one (1) email address may be associated with each fax number for sending or receiving; (iv) only one (1) bundle package applies per email address. A bundle limit may not be shared across multiple email addresses; (v) unused fax pages will not rollover to the next month's billing; and (vi) a copy of faxes sent and received will be stored for ninety (90) days in the MyOfficeSuite™ portal and then deleted. It is recommended that Customer download or forward faxes to store locally.



APPLICATION FOR CREDIT

Representative: Jason Hutchison
Representative Phone: 312-924-0569

CUSTOMER INFORMATION				
Customer Name: County of Livingston		Tax Exempt Status: _____		
Federal Tax ID or SS Number: _____		EMR: \$5,408.83		
Billing Address: 224 N 1ST ST		Years In Operation: _____		
		Number Of Employees: _____		
City: BRIGHTON				
State: MI		Zip: 48116-1205		Business Structure: _____
Nature Of Business: _____				
PARENT COMPANY (If Applicable)				
Company Name: _____				
Address: _____				
City: _____ State: _____ Zip: _____				
CUSTOMER CONTACT INFORMATION				
Contact Name:	Leslie Coffman		AP Contact Name:	_____
Contact Phone:	(517) 540-8777		AP Contact Phone:	_____
Contact Fax:	_____		AP Contact Fax:	_____
Contact Email:	lcoffman@livgov.com		AP Contact Email:	_____
Principal/Partner/Officer Full Name: _____			Title: _____	
BANK REFERENCE				
Bank Name: _____				
Address: _____		Bank Contact Name: _____		
City: _____		Bank Contact Phone: _____		
State: _____		Bank Contact Fax: _____		
Zip: _____		Account Number: _____		
TRADE REFERENCES				
1.	<u>Vendor</u>	<u>Account Number</u>	<u>Phone</u>	<u>Fax</u>
<u>Contact</u>				
Address: _____				
2.	_____	_____	_____	_____
Address: _____				
3.	_____	_____	_____	_____
Address: _____				
Current Local Telco: _____		Current LD Carrier: _____		
<u>Authorization</u>			<u>Accepted By Customer</u>	
I hereby represent that I am authorized to submit this application on behalf of the Customer named above, and the information provided is for the purpose of obtaining credit and is warranted to be true. I/We hereby authorize Company, and its affiliates to investigate the references listed pertaining to my/our credit and financial responsibility sold. I further represent that the customer applying for credit has the financial ability and willingness to pay for all invoices with established terms.			Signature: _____	
			Printed Name: _____	
			Title: _____	
			Date: _____	

Letter of Agency

Contact Name:	Company Name:
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Windstream Communications ("Windstream") and its operating affiliates* listed on Exhibit A to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

<input type="checkbox"/>	Local
<input type="checkbox"/>	Intrastate, IntraLATA Long Distance Service (also known as local toll)
<input type="checkbox"/>	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant (s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company's current telecommunications carrier(s) to Windstream.

INSTRUCTIONS: LIST ALL APPLICABLE BILLING TELEPHONE NUMBERS OR LIST THE MAIN BILLING TELEPHONE NUMBER BELOW AND ATTACH A DOCUMENT IDENTIFYING ALL ASSOCIATED TELEPHONE NUMBERS SUBJECT TO THIS LOA

Telephone Numbers:

I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

Company Signature: _____ Date: _____

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (o Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, EarthLink Business, EarthLink Carrier, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)

TOLL FREE LETTER OF AGENCY

PAETEC ("PAETEC")¹ now part of Windstream, has authorization for the management and administration of Customer's Toll-Free number(s) listed below. The undersigned toll free number holder ("the holder") appoints PAETEC as the Responsible Organization ("RESP ORG") for the toll free numbers listed below, and authorizes PAETEC to make any revisions to the information provided below as may be necessary to effect the intended transfer. The holder attests that it is the exclusive end-using subscriber of such toll free numbers and releases from liability any person to whom this letter is provided for carrying out the requested transfer of RESP ORG designation, as specified herein.

Toll Free Number:

Rings to:

Toll Free Number:

Rings to:

Customer must provide the following information exactly as it appears on Customer's most recent bill copy:

Business Name (the "holder")

(Current Billing Street Address)

(City, State and Zip)

Customer agrees to pay all charges for toll-free service and any additional charges billed by previous provider(s) of service(s). The undersigned has read this LOA form and by his/her signature acknowledges receipt of a copy of this form and agrees to the terms and conditions outlined herein. Customer retains full liability for publication or distribution of a number prior to connection of the service to the proper facility.

Authorized Signature

Date

Print Authorized Name

Title

Phone Number

For RESP ORG use only:

Current RESP ORG:

Requested Transfer Date:	Time:	AM/PM:	
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¹ Or one of these Windstream companies: PAETEC Communications, Inc; McLeodUSA Telecommunications Services, L.L.C. d/b/a PAETEC Business Services; McLeodUSA Information Services, Inc; US LEC OF ALABAMA LLC d/b/a PAETEC Business Services; US LEC OF ALABAMA LLC d/b/a PAETEC Business Services; US LEC OF FLORIDA LLC d/b/a PAETEC Business Services; US LEC OF GEORGIA LLC d/b/a PAETEC Business Services; US LEC OF MARYLAND LLC d/b/a PAETEC Business Services; US LEC OF NORTH CAROLINA LLC d/b/a PAETEC Business Services; US LEC OF PENNSYLVANIA LLC d/b/a PAETEC Business Services; US LEC OF SOUTH CAROLINA LLC d/b/a PAETEC Business Services; US LEC OF TENNESSEE LLC d/b/a PAETEC Business Services; US LEC OF VIRGINIA L.L.C. d/b/a PAETEC Business Services and PAETEC Communications of Virginia, Inc., Intellifiber Networks, Inc.; Cavalier Telephone L.L.C. d/b/a PAETEC Business Services; Cavalier Telephone Mid-Atlantic L.L.C. d/b/a PATEC Business Services; Talk America, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Talk America of Virginia, Inc., d/b/a Cavalier Telephone and PAETEC Business Services; LDMI Telecommunications, Inc. d/b/a Cavalier Telephone and PAETEC Business Services; Network Telephone Corporation d/b/a PAETEC Business Services; The Other Phone Company, Inc d/b/a PAETEC Business Services.



As required by FCC rules, this form is to be completed for any private line or similar services to determine whether the Federal Universal Service Surcharge applies. Please check the appropriate box, complete the required information, and return as directed below.

Private Line Jurisdictional Traffic Certification

Customer Name: _____

Customer Address: _____

Contact Person: _____

Contact Person's Telephone Number: _____

Customer represents and verifies that:

1. The amount of traffic routed over leased private line circuit(s) or similar type services (circuits, Virtual Private Network (VPN), Virtual LAN Service (VLS), Business Data, TDM, Frame Relay, etc) represent:

Please check one of the boxes below

- ☐ Intrastate Services – If the end points of the circuit(s) are in the same state and at least 90% of the traffic stays within the same state the service is considered “intrastate” or if the services are used within a state (excluding internet usage and long distance calls). Example includes: bank connects ATMs to a centralized location and FX lines within the state.
- ☐ Interstate services – If the end points of the circuit(s) are in different states or more than 10% of the traffic crosses a state boundary the service is considered “interstate”. Example includes: a circuit from a manufacturing plant in one state to a main office in another state.
- ☐ Some circuits that the Customer purchases carry 10% or less interstate traffic and some circuits that Customer purchases carry more than 10% interstate traffic. If your circuits are mixed, please provide a list of circuits IDs and whether they are intrastate or interstate. The circuit listing should be sent to wci.regulatory@windstream.com
- ☐ The circuits are exempt from federal Universal Service Surcharges (“FUSF Surcharge”) because you are a wholesale customer who files your own form 499 report.

2. Customer acknowledges that the Company may in its sole discretion provide a copy of this certification to the Universal Service Administrator, the FCC, or an authorized auditor.
3. Customer acknowledges that the Company’s determination of applicability of a FUSF Surcharge will be based upon the information provided by Customer in this Certification. In the event the Company exempts Customer from the payment of the FUSF Surcharges based upon the information, representations and certifications contained in this Certification, and the Company thereafter determines that Customer provided incorrect information, then the Company may bill Customer, and Customer will pay, the FUSF Surcharges that were not billed, plus applicable late fees. Accordingly, if Customer does not provide accurate or timely information to the Company, Customer may be responsible for payment of the FUSF Surcharge. Furthermore, Customer agrees to indemnify and hold harmless the Company from any and all claims arising from any breaches of the information, representations or certifications made hereunder.
4. If, at any time, the Customer’s information changes, Customer will notify the Company within thirty (30) calendar days by completing and submitting a new certification form to the Company.

The individual named below is duly authorized by Customer to make the representation and certifications contained herein on behalf of Customer.

CERTIFICATION

I certify that the representations above are true and accurate.

By: _____

Name (Print): _____

Title (Print): _____

Date: _____

Please Return this page to:

Windstream Communications
4001 Rodney Parham Road
Mail Stop: 1170 B1F212-12A
Little Rock, Arkansas 72212
ATTN: PL Certification

OR

Email to: wci.regulatory@windstream.com

RESOLUTION

NO: [Title]

LIVINGSTON COUNTY

DATE: Click or tap to enter a date.

Resolution Authorizing Livingston County Health Department to Enter into an Agreement with Washtenaw County Health Department to Provide Interim Medical Director Coverage - Health Department

WHEREAS, Washtenaw County is requesting the Livingston County Health Department provide temporary interim medical direction to the Washtenaw County Health Department due to the recent resignation of their current medical director; and

WHEREAS, Washtenaw County Health Department is requesting a minimum of 16 hours of medical director coverage on an interim basis while they actively seek to fill this position on a permanent basis; and

WHEREAS, expanding the responsibilities of the current Medical Director to include both Livingston and Washtenaw Counties warrants an increase in hours and rate of compensation; and

WHEREAS, the Medical Director position in Livingston County is currently a permanent part time position at 16 hours per week and will be increased to 32 hours per week on a temporary basis; and

WHEREAS, Livingston County Medical Director, Donald Lawrenchuk, is agreeable to provide interim medical direction for Washtenaw County as Washtenaw County actively seek to fill medical director position on a permanent basis; and

WHEREAS, Washtenaw County is entering into an agreement to fully reimburse Livingston County all costs including salary, fringes and is cost neutral to the budget; and

WHEREAS, this Resolution has been recommended for adoption by the Health & Human Services, and Finance Committees.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering in to an agreement to provide a minimum of 16 hours of interim medical direction coverage for a combined total of 32 hours of coverage between Livingston and Washtenaw Counties contingent upon an acceptable agreement which demonstrates Livingston County being fully compensated for these services.

BE IT FURTHER RESOLVED that, at which time the contract with Washtenaw County to provide Medical Direction is terminated, the hours per week and rate of compensation for Livingston County medical direction will revert back to the minimum of 16 hours in accordance with R 325.13004a of Michigan Public Health Code.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners hereby authorizes any future budget amendments necessary to effectuate this agreement.

RESOLUTION NO: #

PAGE: 2

BE IT STILL FURTHER RESOLVED that the Chair of the Board of Commissioners be authorized to sign the
above referenced contract upon review and approval by Civil Counsel.

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#

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MOVED:

SECONDED:

CARRIED: