

**GENOA CHARTER TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
JUNE 20, 2011
6:30 p.m.
AGENDA**

Call to Order:

Pledge of Allegiance:

Call to the Public:

Approval of Consent Agenda:

1. Payment of Bills

2. Request to approve minutes: 06-06-11

3. Consideration of approval to install new fencing and gate at the Chilson Hills Cemetery at cost not to exceed \$3457.00.

4. Request for approval of rate adjustments for the Lake Edgewood Water and Pine Creek Water and Sewer districts.

Approval of Regular Agenda:

5. Request for approval to award a bid on installing a VOIP phone system to replace the existing system.

Correspondence

Member Discussion

Adjournment

CHECK REGISTERS FOR TOWNSHIP BOARD MEETING

DATE : June 20, 2011

TOWNSHIP GENERAL EXPENSES: Thru June 20, 2011	\$135,127.75
June 10, 2011 Bi Weekly Payroll	\$50,591.62
OPERATING EXPENSES: Thru June 20, 2011	<u>\$495,368.35</u>
TOTAL:	\$681,087.72

<u>Check Number</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Check Date</u>	<u>Check Amount</u>
27507	Administ	Total Administrative Services	06/10/2011	869.19
27508	Equitabl	Equivest Unit Annuity Lock Box	06/10/2011	455.00
27509	MISDU	Michigan State Disbursement Un	06/10/2011	207.13
27510	VION	Vion Holdings LLC	06/10/2011	76.12
27511	Equitabl	Equivest Unit Annuity Lock Box	06/30/2011	20.00
27512	AmerAqua	American Aqua	06/20/2011	42.75
27513	AT&TLONG	AT&T Long Distance	06/20/2011	105.17
27514	ATT& IL	AT&T	06/20/2011	774.37
27515	Birecki	Dennis Birecki	06/20/2011	42.00
27516	BLUE CRO	Blue Cross & Blue Shield Of Mi	06/20/2011	25,740.00
27517	Brighton	Brighton Analytical , L.L.C.	06/20/2011	97.00
27518	BULLET	Bullet Handyman Services	06/20/2011	96.00
27519	BUS IMAG	Business Imaging Group	06/20/2011	107.53
27520	Clearwat	Clearwater Systems	06/20/2011	38.70
27521	CONSUMER	Consumers Energy	06/20/2011	83.10
27522	COOPERST	Cooper's Turf Management LLC	06/20/2011	1,340.90
27523	Country	Country Lane Florist	06/20/2011	93.23
27524	CRAMPTON	Crampton Electric Co., Inc.	06/20/2011	3,207.86
27525	DTE LAKE	DTE Energy	06/20/2011	1,083.13
27526	DYKEMA	Dykema Gossett PLLC	06/20/2011	906.60
27527	ENVSYSRE	ESRI, INC.	06/20/2011	2,200.00
27528	ETNA SUP	Etna Supply Company	06/20/2011	2,713.93
27529	GANNETT	PRESS & ARGUS	06/20/2011	250.00
27530	HURON RI	Huron River Watershed Council	06/20/2011	1,070.33
27531	LANGWORT	Langworthy Strader Leblanc	06/20/2011	1,123.30
27532	Lincoln	Lincoln National Life Ins Co.	06/20/2011	1,873.12
27533	LivCTrea	Livingston County Treasurer	06/20/2011	1,454.43
27534	Mancuso	Mancuso & Cameron	06/20/2011	7,266.57
27535	MASTER M	Master Media Supply	06/20/2011	329.34
27536	MI CHLOR	Michigan Chloride Sales LLC	06/20/2011	2,665.18
27537	Muzo	Lori Muzo	06/20/2011	42.00
27538	Owens	Mike Owens	06/20/2011	20.00
27539	Perfect	Perfect Maintenance Cleaning	06/20/2011	720.00
27540	SalineN	Natalie Saline	06/20/2011	55.00
27541	Shafi	Barbara Shafi	06/20/2011	49.00
27542	Shannaha	Laura Shannahan	06/20/2011	122.00
27543	SPRINGBR	Springbrook Software	06/20/2011	5,404.14
27544	Telcom W	Telcom Wiring Services	06/20/2011	225.00
27545	Tetra Te	Tetra Tech Inc	06/20/2011	530.00
27546	TRI COUN	Tri County Cleaning Supply Inc	06/20/2011	65.88
27547	VERIZONW	Verizon Wireless	06/20/2011	218.75
27548	WASTE MA	Waste Management	06/20/2011	71,344.00

Report Total: 135,127.75

First National
Direct Deposit
JUNE 10, 2011
Bi-Weekly Payroll

<u>Employee Name</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Genoa Township	\$50,591.62	
Aaron Korpela		\$1,022.83
Adam Van Tassell		\$1,098.40
Alex Chimpouras		\$1,910.01
Amy Ruthig		\$945.96
Angela Williams		\$867.68
Caitlin Nims		\$864.66
Carol Hanus		\$1,239.77
Craig Bunkoske		\$1,566.92
Daniel Schlack		\$1,334.04
Dave Estrada		\$1,569.66
David Miller		\$1,919.20
Debbie Hagen		\$586.01
Deborah Rojewski		\$2,394.05
Dennis Smith		\$268.29
Diane Zerby		\$603.07
Duane Chatterson		\$1,333.07
Eric Hartman		\$1,152.45
Greg Tatara		\$2,480.20
James Aulette		\$1,210.19
Jeffrey Meyers		\$1,181.52
Joe Szabelski		\$895.45
Judith Smith		\$1,194.14
Karen J. Saari		\$974.00
Kelly VanMarter		\$1,995.97
Kimberly MacLeod		\$414.94
Kyle Mitchell		\$1,056.01
Laura Mrocza		\$1,677.86
Luke Brown		\$592.81
Martin Reich		\$1,621.92
Matthew Hunt		\$689.85
Michael Archinal		\$2,868.58
Michael Maahs		\$664.45
Renee Gray		\$1,124.26
Richard Bigham		\$1,882.89
Robin Hunt		\$1,364.41
Scott Lowe		\$1,625.79
Steven Anderson		\$1,777.73
Susan Sitner		\$580.08
Tammy Lindberg		\$980.38
Tesha Humphriss		\$1,062.12
Total Deposit		<u><u>\$50,591.62</u></u>

Accounts Payable
Computer Check Register

Genoa Township

2911 Dorr Road
Brighton, MI 48116

(810) 227-5225

User: diane

Printed: 06/03/2011 - 14:14

Bank Account: 101CH

Check	Vendor No	Vendor Name	Date	Invoice No	Amount
27507	Administ	Total Administrative Services	06/10/2011		869.19
			Check 27507 Total:		869.19
10102	AETNA LI	Aetna Life Insurance & Annuity	06/10/2011		25.00
			Check 10102 Total:		25.00
10103	EFT-FED	EFT- Federal Payroll Tax	06/10/2011		7,349.97 2,729.17 4,028.73 942.22 942.22
			Check 10103 Total:		15,992.31
10104	EFT-PENS	EFT- Payroll Pens Ln Pyts	06/10/2011		499.80
			Check 10104 Total:		499.80
27508	Equitabl	Equivest Unit Annuity Lock Box	06/10/2011		455.00
			Check 27508 Total:		455.00
10105	FIRST NA	First National Bank	06/10/2011		300.00 2,770.00 47,521.62

Check 10105 Total: 50,591.62

27509 MISDU Michigan State Disbursement Un 06/10/2011
FIPS 2616300 207.13

Check 27509 Total: 207.13

27510 VION Vion Holdings LLC 06/10/2011
SS 367-92-7487 76.12

Check 27510 Total: 76.12

Report Total: 68,716.17

3:44 PM
06/15/11

#592 OAK POINTE WATER/SEWER FUND
Payment of Bills
June 1 - 15, 2011

Type	Date	Num	Name	Memo	Amount
Check	06/08/2011	2084	AT & T	May 19 - June 30, 2011	-252.37
Check	06/08/2011	2085	BRIGHTON ANALYTICAL	May 2011 invoices	-804.00
Check	06/08/2011	2086	CONSUMERS ENERGY	Billing from 4/28/2011 - 5/27/2011	-141.75
Check	06/08/2011	2087	CRAMPTON ELECTRIC CO., INC.	Inv 109850	-997.86
Check	06/08/2011	2088	DTE ENERGY	Electric Service April 29 - June 2, 2011	-7,874.66
Check	06/08/2011	2089	EAST JORDAN IRON WORKS	Inv 3373178	-1,600.08
Check	06/08/2011	2090	FASTENAL	Inv MIBRG60201	-96.75
Check	06/08/2011	2091	HOWELLTRUE VALUE HARDWARE	Inv 051603	-9.27
Check	06/08/2011	2092	M & K Jetting and Televising	Inv #'s 11215 & 11219	-2,610.00
Check	06/08/2011	2093	NORTHWEST PIPE AND SUPPLY, INC.	April & May 2011 invoices	-564.55
Check	06/08/2011	2094	Pfeffer, Hanniford & Paika	Services from March 16 - May 24, 2011	-1,950.00
Check	06/08/2011	2095	PVS Nolwood Chemicals, Inc	Inv 335727 & Credit Memo 97206	-937.00
Check	06/08/2011	2096	Schrader Environmental Services, Inc.	Inv 7391	-1,087.50
Check	06/08/2011	2097	USA Bluebook	Inv 401154 /	-1,494.68
Check	06/08/2011	2098	WASTE MANAGEMENT	Inv 7142993-1389-6	-60.90
Check	06/08/2011	2099	GENOA TWP UTILITY FUND	Maintenance Billing fees - June 2011	-37,419.14
Check	06/15/2011	2100	AT & T	June 7-July 6	-329.14
Check	06/15/2011	2101	DTE ENERGY	May 2, 2011-June 1, 2011	-40.96
Check	06/15/2011	2102	TETRA TECH, INC.	Inv 50459972	-420.00
Total					-58,690.61

3:53 PM
06/15/11

#593 LAKE EDGEWOOD W/S FUND
Payment of Bills
June 1 - 15, 2011

Type	Date	Num	Name	Memo	Amount
Check	06/09/2011	1949	Brighton Analytical L.L.C.	Inv #'s 0511-72294, 72358, 72456	-231.00
Check	06/09/2011	1950	DTE Energy	Service from April 29 - June 1, 2011	-264.78
Check	06/09/2011	1951	Fastenal Company	Inv MIBRG60392	-3.82
Check	06/09/2011	1952	GENOA TWP-DPW FUND	Inv 41 for Maintenance billing fees LE	-9,897.77
Check	06/09/2011	1953	GEOCORP, INC	Inv 00146806	-193.44
Check	06/09/2011	1954	M & K Jetting and Televising	Inv 11212 dated 5/31/2011	-1,305.00
Check	06/09/2011	1955	Pfeffer, Hanniford & Paika	Services performed 3/16/2011 - 5/24/2011	-1,325.00
Check	06/09/2011	1956	PVS NOLWOOD CHEMICALS, INC	Inv 336861 & Credit Memo 96945	-937.00
Check	06/09/2011	1957	USA BLUE BOOK	Inv 399720	-30.78
Check	06/15/2011	1958	AT&T	Phone charges June 7 - July 6, 2011	-259.35
Check	06/15/2011	1959	Consumers Energy	Service from 5/5/11 - 6/3/11	-95.05
Check	06/15/2011	1960	DTE Energy	Service from May 2 - June 1, 2011	-3,620.13
Check	06/15/2011	1961	GENOA TOWNSHIP-ADMIN FEES	Utility billing March 1 - May 31, 2011	-2,479.06
Total					-20,642.18

4:27 PM
06/15/11

#595 PINE CREEK W/S FUND

Payment of Bills

June 1 - 15, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	06/09/2011	2077	Pfeffer, Hanniford & Palka	Services from March 16 - May 24, 2011	-300.00
Check	06/15/2011	2078	GENOA-TWSP-ADMIN FEES	Utility billing March 1 - May 31, 2011	-3,463.06
Total					-3,763.06

4:37 PM
06/15/11

#504 DPW RESERVE FUND

Payment of Bills

June 1 - 15, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
-------------	-------------	------------	-------------	-------------	---------------

no checks issued

4:34 PM
06/15/11

#503 DPW UTILITY FUND

Payment of Bills

June 1 - 15, 2011

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
Check	06/08/2011	1730	Absolute Auto Repair	Inv. 75058	-256.45
Check	06/08/2011	1731	Auto Zone	Inv 2170270672 05	-7.98
Check	06/08/2011	1732	BELLE TIRE	Inv 19366760	-145.99
Check	06/08/2011	1733	Cleanwater Systems	Inv 474332	-19.35
Check	06/08/2011	1734	D&G Equipment, Inc.	Inv 562646	-179.95
Check	06/08/2011	1735	FASTENAL COMPANY	Inv # MIBRG60111 & 60148	-102.88
Check	06/08/2011	1736	General Fund Checking	Per K. Palka - repay GF from DPW	-350,000.00
Check	06/08/2011	1737	Grainger	Numerous invoices - from 2011	-1,481.29
Check	06/08/2011	1738	Jack Doheny Supplies, Inc.	Inv #'s A47214 & A48843	-2,245.00
Check	06/08/2011	1739	Occupational Health Centers	Inv #'s 707719219 & 707728190	-99.00
Check	06/08/2011	1740	PAETEC	June 2011 statement toll free phone cha	-23.47
Check	06/08/2011	1741	Staples Credit Plan	May 2011 statement	-605.29
Check	06/08/2011	1742	Port City Communications, Inc.	Call Center MHOG April, May, June 2011	-358.86
Check	06/08/2011	1743	Red Wing Shoe Store	Inv #'s 00517020620 & 721	-280.48
Check	06/08/2011	1744	Victory Lane Quick Oil Change	Inv 11264 dated 6/1/2011	-36.48
Check	06/09/2011	1745	Carol Hanus	May & June, 2011 toll free & Internet ser	-248.66
Check	06/09/2011	1746	U.S. POSTMASTER	March - May 2011 Lake Edgewood/Pine	-164.06
Check	06/15/2011	1747	TETRA TECH, INC.	Federal Express shipping-overnight	-23.24
Check	06/15/2011	1748	Chase Card Services	Kims laptop	-511.52
Check	06/15/2011	1749	Springbrook	Meter Interface Maintenance	-5,482.55
Check	06/15/2011	1750	Genoa Township	loan to meter fund	-50,000.00
Total					-412,272.50

GENOA CHARTER TOWNSHIP BOARD

Regular Meeting

June 6, 2011

6:30 p.m.

MINUTES

Supervisor McCririe called the regular meeting of the Genoa Charter Township Board to order at 6:30 p.m. The Pledge of Allegiance was then said. The following persons were present constituting a quorum for the transaction of business: Gary McCririe, Paulette Skolarus, Robin Hunt, Steve Wildman, Jim Mortensen and Jean Ledford. Also present were Township Manager Michael Archinal and seven persons in the audience.

A Call to the Public was made with the following response: Sheila Canine – I am 67 years old and live in Suburban Estates. I am having difficulty with my neighbor. He is throwing stones and pouring water on me. He is noisy and rude. I have called the police and the township, but nothing works. McCririe – We have done everything possible under our zoning ordinance. This is a civil matter and you should get a restraining order against your neighbor. Your neighbor is not violating the township ordinance and there is nothing else we can do.

Approval of Consent Agenda:

Moved by Wildman, supported by Mortensen, to approve all items listed under the consent agenda as requested. The motion carried unanimously.

1. Payment of Bills

2. Request to approve minutes: 05-16-11

4. Consideration of a request to approve a revised employment contract with Dennis Smith.

5. Consideration of a request to approve revised Construction Board of Appeals ed by

6. Consideration of a request to approve a revised contract between Genoa Charter Township and Safebuilt to provide building inspection and plan review services as presented.

7. Consideration of a request to approve a revised Building Department Fee Schedule.

Approval of Regular Agenda:

Moved by Ledford, supported by Wildman, to approve for action all items listed under the regular agenda. The motion carried unanimously.

8. Consideration of a request for a fireworks display on Lake Chemung that is requested by Curt Price.

Moved by Ledford, supported by Wildman, to approve a permit for fires works display as requested. The motion carried unanimously.

9. Consideration of a request for a fireworks display on West Crooked Lake that is requested by Pepper Bergin.

Moved by Hunt, supported by Skolarus, to approve a permit for fires works display as requested. The motion carried unanimously.

10. Consideration of a request for a fireworks display on West Crooked Lake that is requested by Michael Freeland, Ace Pyro, LLC.

Moved by Wildman, supported by Ledford, to approve a permit for fires works display as requested. The motion carried unanimously.

11. Receive report related to Unsafe Structures.

Adam VanTassell and Dennis Smith addressed the board and provided pictures and documentation of recent activity within the township concerning unsafe structures. No formal action was taken by the board.

Member Discussion:

Moved by Hunt, supported by Wildman, to cancel the July 5, 2011 meeting. The motion carried unanimously

The work on the new playground was started today. It is expected to be complete within the next couple weeks.

The regular meeting of the Genoa Charter Township Board was adjourned at 6:50 p.m.



Paulette A. Skolarus
Genoa Charter Township Clerk

(press/argus 06/10/2011)

MEMORANDUM

TO: Township Board
FROM: Mike Archinal
DATE: 6/17/11
RE: Chilson Hills Cemetery Gate

The gate pictured below off Chilson Road has been in poor repair for many years. We have received several complaints, especially from our seniors that the gate is difficult to open. Attached is a quote from Security Access Controls for the installation of 78 feet of 6 foot high fence and a 12 foot wide gate. The fence will be aluminum with a wrought iron look and tri-finials to match the existing fencing around the cemetery proper. Please consider the following action:

Moved by _____, supported by _____, to authorize the Township Manager to execute a contract with Security Access Controls for the installation of a new fence and gate at the Chilson Hills Cemetery at a cost of \$3,457.



Security Access Controls LLC

5315 Glenway Dr.
 Brighton, Mi. 48116
 810-227-1613
 810-220-2111 fax

Estimate

Number: E267
 Date: June 08, 2011

Bill To:

Genoa Township
 2911 Dorr Rd.
 Brighton, Mi 48116

Ship To:

--

PO Number	Terms	Project

Description	Tax 1	Amount
- furnish & install 78' - 72" high "Elite" EFF-10 style with Triad Finials 3rail ornamental aluminum residential fence on 2" sq. posts with 1 - 12' wide double gate (welded construction) on 2-1/2" sq posts with hardware..... Color: Black -tax included -removal & disposal of existing fence included -upgrade gate to commercial grade ADD \$ 343.00		3,457.00
Sub-Total		\$3,457.00
State Tax 0.06% on 0.00		0.00
Total		\$3,457.00

CONTRACT & AUTHORIZATION TO PROCEED

Proposal / Estimate No. _____

Date: _____

Customer: _____ **Location:** _____

Property Legal Description: _____

Security Access Controls LLC agrees to guarantee the above fence to be free from defects in material and workmanship for a period of one year, provided our sign remains on the fence for that term.

Security Access Controls LLC shall advise the customer as to local zoning regulations, but responsibility for compliance with said regulations and obtaining any required permits shall rest with the customer. Security Access Controls LLC will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances does Security Access Controls LLC assume any responsibility concerning property lines or in any way guarantee their accuracy. It is the sole responsibility of the customer to determine the location of the fence and communicate that information to Security Access Controls LLC. If property stakes can not be located it is recommended that the customer have the property surveyed.

Security Access Controls LLC will assume the responsibility to have under ground public utilities located and marked. However, Security Access Controls LLC assumes no responsibility said underground public utilities or sprinkler lines, or any other unmarked buried lines or objects including but not limited to roots, rocks, & old footings. **The removal of excess soil from hole borings shall be the responsibility of the customer.** Security Access Controls LLC shall not be held responsible for damage done to hydro-seeding or sod installation prior to the construction of the fence. The customer will assume all liability for any damage caused by directing Security Access Controls LLC to dig in the immediate vicinity of known utilities.

The final billing will be based on the actual footage of the fence built and the work preformed, over and above the original estimate. Partial billing for materials delivered the job site and work completed may be sent at weekly intervals. All materials delivered to the jobsite become the sole responsibility of the customer. Adjustments for material used on this job and adjustments for labor will be charged or credited at the established rates. Additional charges for any extra work not covered in this contract, that was requested by the customer will become part of this contract and will be added to the total sum. The full amount of this contract along with any additional charges will become payable upon completion of all work whether or not it has been invoiced. Cancellation for any reason will be limited to the down payment amount.

A finance charge of .583 % per month (or a minimum of one dollar), which is an annual percentage rate of 7% shall be applied to account that are not paid within 10 days after completion of any work invoiced. All materials will remain the property of Security Access Controls LLC until all invoices pertaining to this job are paid in full. Right of access and removal is granted to Security Access Controls LLC, in the event of non-payment under the terms of this contract. The customer agrees to pay all interest and any costs incurred in the collection of this debt.

As required by the Michigan construction lien law, Security Access Controls LLC hereby notifies the owner that persons or companies furnishing labor or materials for the construction on owners land may have lien rights on owners land and buildings if not paid. Those entitled to lien rights, in addition to Security Access Controls LLC, are those who contract directly with the owner or those who the owner or those who give the owner notice within sixty (60) days after they first furnish labor or materials for the construction. Accordingly, owner may receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to his mortgage lender, if any. Security Access Controls LLC agrees to co-operate with the owner and his lender, if any, to see that all potential lien claimants are duly paid.

Contract Amount: \$ _____

Approved & Accepted for Customer:

Down Payment: \$ _____

Customer

Date

Balance Due: \$ _____

Accepted for Security Access Controls LLC

Salesperson

Date



CUSTOM ACCENTS & ACCESSORIES



Ball Cap



Quad Finial



Tri-Finial



Fleur-De-Lis



EFS-10 w/Optional Quads and Circles



Circles



Butterfly Scrolls



WWW.ELITEFENCE.COM

VISIT OUR WEBSITE FOR MORE IMAGES AND INFORMATION

PROUDLY MADE IN AMERICA



SECURITY FOR YOUR ASSETS



EFS-10



LifeGard



EFF-20



LifeGard

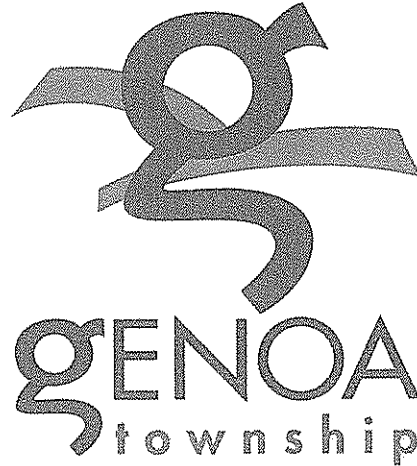


+ Available in five sensational colors:

- Black 
- White 
- Quaker Bronze 
- Beige 
- Hartford Green 



MEMO




TO: Honorable Members of the Genoa Charter Township Board

FROM: Greg Tatara, Utility Director

DATE: June 16, 2011

RE: Rate Adjustments for the Lake Edgewood Water and Pine Creek Sewer and Water Customers.

MANAGER REVIEW: 

.....

For consideration at the June 20th, 2011 Board Meeting is the proposed rate adjustments for the Lake Edgewood Water and Pine Creek Water/Sewer Systems serviced by the City of Brighton.

Please find attached a letter dated June 3rd, 2011 from the City of Brighton regarding their adopted 2011-2012 fee schedule for sewer and water use and connection fees. Correspondingly, also please find attached a letter from Pfeffer, Hanniford, and Palka, which recommends the adjusted rates charged to customers for sewer and water use as well as adjusted Pine Creek water and sewer connection fees. As staff, we agree with the proposed adjustments and we recommend that the effective date of the changes be September 1st, 2011. The City of Brighton Rates have increased this year, however these rates remain below those in 2009 -2010 as illustrated below:

System	2009 - 2010 Rate /1,000 gal	2010 - 2011 Rate /1,000 gal	2011-2012 Rate /1,000 gal
Lake Edgewood –Conference Center Quarterly Usage Fee – Water	\$3.89	\$2.68	\$3.32
Lake Edgewood – Water	\$3.73	\$2.57	\$3.19
Pine Creek - Water	\$3.41	\$2.35	\$2.91
Pine Creek - Sewer	\$3.72	\$3.68	\$3.58

Based on the above explanation and the attached documents, please consider the following motion:

Moved by _____, supported by _____ that September 1, 2011, the following sewer and water rate adjustments will have become effective:

- Increase the Lake Edgewood Conference Center Quarterly Water Fee to \$3.32 /1,000 gallons;
- Increase the Lake Edgewood Quarterly water fee to \$3.19 /1,000 gallons;
- Increase the Pine Creek quarterly water fee to \$2.91 / 1,000 gallons;
- Decrease the Quarterly Sewer Fee to \$3.58 / 1,000 gallons; and
- Increase the Pine Creek water connection fee to \$2,572 per REU and sewer connection fee to \$6,528.



CITY OF BRIGHTON

"Providing quality service"

GENOA TOWNSHIP

JUN 13 2011

RECEIVED

City Hall
200 N. First St.
Brighton, MI 48116-1593
(810) 227-1911
Fax# 227-6420
TDD Phone: (810) 227-8357

City Manager
225-8022
City Clerk
227-0463
Human Resource Director
225-9251

**Cemetery/
Voter Registration**
227-0463

**Community Development
Building**
227-9005

**Building Official /
Code Enforcement**
225-9254

Building Inspection Line
227-0419

Planning / Zoning
225-9257

**Community Development /
Planning Director**
225-8025

**Finance
Accounts Payable**
225-8019
Assessing Assistant
227-9006

City Assessor
225-8024

City Treasurer
225-8023

Finance Director
225-8020

Assistant Finance Director
225-9283

Property Taxes
227-0179

Utility Billing
225-8041

Police Department
440 S. Third St.
(810) 227-2700
Fax# 227-2063

Department of Public Services
420 S. Third St.
(810) 225-8001
Fax# 225-9249

DPS Director
225-9284

Assistant DPS Director
225-9282

Water Plant
227-2968

Wastewater Plant
227-9479

Brighton Community Center
555 Brighton St.
(810) 225-8004
Fax# 225-9249

June 3, 2011

Mike Archinal, Manager
Genoa Township
2911 Dorr Road
Brighton, MI 48116

Mike:

The City of Brighton's adopted FY 2011-2012 Fee Schedule for Sewer and Water user and connection fees, as they relate to Genoa Township, are listed below.

	Pine Creek	Dillon	Northstar	Lake Edgewood
Water:				
Commodity (1,000 gal.)-	\$2.71	\$2.99	\$3.12	\$2.99
PILOT (month)		\$8.33		
Sewer:				
Commodity	\$ 3.38			
Administrative	\$12.39			
Connection Fees (Per REU):				
Water	\$2,522			
Sewer	\$6,478			

Please contact me if you have questions.

Sincerely,

Kelly LaLonde, Finance Director
810.225.9283

Cc: Dana Foster, City Manager
Matt Schindewolf, Public Services Director
Ken Palka, Pfeffer, Hanniford & Palka

PHP

PFEFFER ■ HANNIFORD ■ PALKA
Certified Public Accountants

John M. Pfeffer, C.P.A.
Patrick M. Hanniford, C.P.A.
Kenneth J. Palka, C.P.A.

Members:
AICPA Private Practice Companies Section
MACPA

225 E. Grand River - Suite 104
Brighton, Michigan 48116-1575
(810) 229-5550
FAX (810) 229-5578

June 15, 2011

Mr. Gregory Tatara
Genoa Township
2911 Dorr Road
Brighton, Michigan 48116

Dear Greg:

As you have requested we have reviewed the City of Brighton's revised fee schedule effective July 1, 2011 for Lake Edgewood Water and Pine Creek Water/Sewer.

Based on our review we recommend the following rate changes be implemented by Genoa Township.

1. Lake Edgewood - Conference Center Quarterly Usage Fee - Water
Increase the water fee from \$2.68 per 1,000 gallons to \$3.32 per 1,000 gallons.
2. Lake Edgewood - Other Quarterly Usage Fee - Water
Increase the water fee from \$2.57 per 1,000 gallons to \$3.19 per 1,000 gallons.
3. Pine Creek Quarterly Usage Fee - Water and Sewer
Increase the water fee from \$2.35 per 1,000 gallons to \$2.91 per 1,000 gallons.
Decrease the sewer fee from \$3.68 per 1,000 gallons to \$3.58 per 1,000 gallons.
4. Pine Creek Connection Fees
Increase the water connection fee from \$2,482 per REU to \$2,572.
Increase the sewer connection fee from \$6,218 per REU to \$6,528.

If you should have any questions please call.

Sincerely,

PFEFFER, HANNIFORD & PALKA
Certified Public Accountants



Kenneth J. Palka

KJP:em

Memorandum

TO: Genoa Township Board

FROM: Adam VanTassell

DATE: June 20, 2011

RE: Township Hall Phone system replacement

Manager Review: _____



The current Township Hall phone system has been in place since 2003. At the time the Township considered an internet VoIP (voice over internet protocol) phone system and a standard phone system. Due to the relatively untested VoIP systems of that time, it was the decision of the Board to remain with a conventional-style Avaya phone system.

Today, the Township Staff is dealing with an aging Avaya phone system that is not only unable to fully keep up all the needs of the Township but is no longer supported without great cost to the Township. The advances in VoIP technology over the years in both features as well as reliability makes this an opportune time for the Township to revisit the consideration of a VoIP phone system to replace the current phone system. In addition to providing the physical hardware, vendors now offer phone services over data lines, allowing the organizing and consolidation of phone bills and providing standard phone services at reduced rates, becoming in effect a personalized phone company for the Township.

Township staff has met with VoIP vendors who have demonstrated all the current features and advantages VoIP phone systems have available. Township staff has identified two vendors with slightly differing VoIP phone system proposals for the Board to review.

**MOVE TO APPROVE THE BULLSEYE PROPOSAL FOR
TOWNSHIP PHONE SERVICES AND SYSTEM AT A COST OF
\$23, 664.80**

YOUR BULLSEYE OVERVIEW OF SERVICES PROPOSED

Genoa Charter Township

REVISED: Proposed Services for Genoa Township's office at 2911 Dorr Rd., Brighton MI Location:

The following outline will provide you with a high level overview of our SIP trunking over 1.54Mbps T-1 solutions for the above location. This solution, includes one unlimited Business Trunk , 40 DID's, and 73 POTS lines. This proposal provides a scalable solution for Genoa Township today and allows for growth and the addition of remote sites in the near future. This solution will give Genoa Township one point of contact for all voice services with the ability to add sites as you grow. The SIP trunk solution complements your Diguim Switchvox open source ipPBX and is the most flexible and affordable voice transport available.

BullsEye can also manage and bill the 73 POTS lines that service Genoa Township's remote sites and eventually migrate some of them to VoIP seats in the future.

Summary of Proposed Charges:

(1) Full 1.54 Mbps T-1 for SIP transport medium. This T-1 can also act as a data disaster recovery back up to your Comcast Cable data line.	\$299.00
(1) Unlimited SIP Trunk w/ 44 simultaneous call paths with unlimited local, local toll, intralata and interstate LD included.	\$400.00
(2) Set up fees and CPE waived with a 3-year agreement	\$1,250.00**waived
(40) DID's at \$0.50 each	\$20.00
(73) Business Advantage POTS lines: @ \$21.60 each with a \$0.050 per min measured local per minute rate	\$1,576.00
(1) Rebilling Charge for your current AT&T LD bill @ \$15.00 per bill	\$15.00
Total Monthly Recurring Charges:	\$2,290.00

** The above charges are waived with the signing of a 3-year term.

Adam, here is BullsEye Telecom's proposal and pricing for your 2911 Dorr Rd location, This quote includes:

- 1 Full T-1 (1.54Mbps) SIP T-1 transport medium.
- 1 Unlimited SIP Trunk with 44 call paths
- Unlimited local and LD usage for the Town Hall location
- 40 DID's @ \$0.50 cents per DID

Page 2

- 73 POTS lines @ \$21.60 each with a \$0.050 per minute local calling rate. EUCL and minimum usage charges will apply. No taxes will be charged to GCT.
- 1 rebill of your current AT&T LD bill which will be included in your monthly bill from BullsEye Telecom.
- MBA (My BullsEye Account) Web Portal access to view and down load your bill, run usage and exception reports, line and circuit inventory, access moves, adds and changes and a real-time trouble ticket status and updates.

Scope of the Work:

Upon Genoa Townships acceptance of BullsEye Telecoms proposal, BullsEye Telecom will provision and deliver the T-1 SIP transport circuit in 14 to 21 days of placing the order. After the transport T-1 is in place and tested BullsEye will deliver the unlimited Business Trunk that will support up to 44 simultaneous calls and includes 40 DID's. The DID's will replicate the existing POTS lines Genoa Township has in place today at the town hall. BullsEye will keep your existing service up and running until such time as the new Digium Switchvox and Polycom handsets are in place. Ultracominteleysis will provide their own scope of the work for the Digium Switchvox deployment and will coordinate their install efforts with BullsEye Telecom. BullsEye will take care of all of the coordination efforts with all vendors, including AT&T.

BullsEye can manage all 73 remote POTS lines for Genoa Township and provide one bill for all of your voice services. BullsEye will set up the billing with your accounts payable department and provide them with a web portal to download your bill directly into your accounting system.

Upon reviewing your LD service with AT&T today, we have determined that this is a good LD program. For the sake of cost savings to the Township we recommend that GCT stay with the AT&T for the LD portion of the service and let BullEye REBILL this invoice to GCT each month for a nominal fee of \$15.00.. Your AP department can view and download this bill if they like from the MBA web portal. Your AP / treasurer will write one check for all of the above services and BTI will pay AT&T off of their bill. Again GCT will receive ONE bill and have to make ONE payment each month for all of the above services.

Today GCT is paying \$3,108.60 for your POTS line services with AT&T for local and long distance service. \$109.47 of this total is AT&T LD. BullsEye's monthly recurring charges for all of the services quoted above will be \$2,290.00 + \$109.47 (or whatever your LD charges are for the month) for a total of \$2,399.47.

The estimated cost savings to GCT is \$650.00 per month.

Thank you for giving BullEye Telecom the opportunity to propose these services.

Best regards,

Fred Censullo

Your Strategic Account Representative

0) 248.784.2654

C) 248.613.4266

fcensullo@bullseyetelecom.com



BUSINESS ADVANTAGE SALES AGREEMENT

AGREEMENT dated this _____ day of _____, 20_____, by and between BullsEye Telecom, Inc. of 25925 Telegraph Road, Suite 210, Southfield, Michigan 48033 ("BullsEye") and Genoa Charter Township, 2911 Dorr Road, Brighton, MI 48116 incorporated in the state of Michigan.

R E C I T A L S:

The Customer is placing an order for the provisioning of voice services by BullsEye for locations set forth in Exhibit "A" attached hereto ("Locations"). This Agreement constitutes a Letter of Authorization for BullsEye to assume the selected telecommunication service(s), i.e., local, intraLATA, interLATA, as set forth in Exhibit A at the designated locations, and to obtain Customer Service Records, billing information, and other network information needed for the assumption of these services.

1. **AUTHORIZATION:** Customer represents that it is authorized to act on behalf of all the Locations, has the power and authority to bind each of those Locations to this Agreement, and that each are owned by Customer and Customer is responsible for payment of the Services.
2. **ADDITIONAL LINES AND/OR LOCATIONS:** Customer can add additional line(s) and/or location(s) by submitting a request to BullsEye via written order, e-mail or other suitable means of communication ("Additional Order"), and upon acceptance thereof by BullsEye, such additional line(s) shall become covered by this Agreement and such additional location(s) shall become part of the Locations covered by this Agreement, subject to the following:
 - A. Notwithstanding anything to the contrary in this Agreement or the Service Terms and Conditions, any Additional Order may, at BullsEye's option, be subject to pricing and terms other than those set forth on Exhibit "A."
3. **AUTHORIZATION TO ACT ON BEHALF OF CUSTOMER:** This Agreement constitutes authorization for BullsEye Telecom to act on behalf of Customer. Customer agrees that BullsEye Telecom is empowered to ensure that all services ordered under this Agreement are provisioned by BullsEye Telecom on a network, including but not limited to BullsEye Telecom's own network, best able to provide the specified services, or equivalent services at the highest levels of service quality and reliability.

This authorization for BullsEye Telecom to act on behalf of Customer includes but is not limited to the ongoing management of services, and the use of underlying providers of local services such as ILECs, CLECs, data service providers and billing services. In the course of providing these services BullsEye Telecom may from time to time, and at its sole discretion, replace elements of any of the services provided under this Agreement for maintenance, move services to alternative providers for reasons such as but not limited to availability, reliability and/or cost. BullsEye Telecom makes no promises as to whether or not any customer or location of the customer will be contacted before a

network management change is made, whether or not the change is planned or unplanned.

4. **INITIAL TERM:** Customer acknowledges that the Services to be provided pursuant to this Agreement shall be governed by BullsEye's Standard Terms & Conditions, which are fully set forth on the BullsEye website at http://www.bullseyetelecom.com/docs/BA_Ts_Cs.doc, and which are incorporated herein by reference. A hard copy will be provided upon request. Customer represents it has read and understands, and hereby accepts and agrees to, those Terms & Conditions. This Agreement is effective and the parties' obligations commence upon the date the first line is installed by BullsEye. The term of the Agreement is (3) three years.
5. **PRICING:** Customer agrees to the pricing and terms set forth in Exhibit A, which represent a 20% discount off of the existing current ILEC tariff rates (certain exclusions may apply). Prices may change as ILEC tariffs are increased or decreased and BullsEye has notification thereof, so that the customer will continue to receive a 20% discount off of the ILEC tariff in effect at that time, except in standard priced or excluded markets. If during the migration process or after lines have been installed it is discovered that lines are another class of service (for example Centrex lines, Metro Lines, Remote Call Forward lines, Trunk lines, etc.) these services will be priced at tariff rates. Customer agrees that charges for telecommunications services, including taxes and surcharges, will begin on the date that service commences.
6. **COMMITMENT:** This agreement includes 73 lines, which represent 27 service locations. Additionally Customer will also be converting 23 additional POTS lines to BullsEye's Business Trunking solution (under separate contract). Customer agrees to maintain at all times a minimum number of lines that will be equal to 100% of the aggregate of all newly activated lines with BullsEye. To the extent that the amount of actual lines in service during any monthly period falls below 100% of the total activated lines with BullsEye, then such shortfall will be calculated at an amount of \$25.00 per line, for those lines under the required minimum, and will be added to the invoice. This minimum commitment shall be in effect at all times during the term of the Agreement, including any extended term.
7. **INTEGRATED INVOICING:** Should Customer decide to take advantage of Integrated Invoicing they will pay \$15.00 per invoice billing fee. The Integrated Invoicing advance payment varies depending on services to be consolidated and will be determined at the time the services are established.
8. **CONTRACT OFFER TIME FRAME:** This contract, and the offers contained within, is valid for 45 days from contract creation.
9. **CONFLICTS:** In the event of a conflict between the provisions hereof and those set forth in the Terms and Conditions, the provisions hereof shall control.

GENOA CHARTER TOWNSHIP

BULLSEYE TELECOM, INC.

Authorized Signature

Signature

Print Name

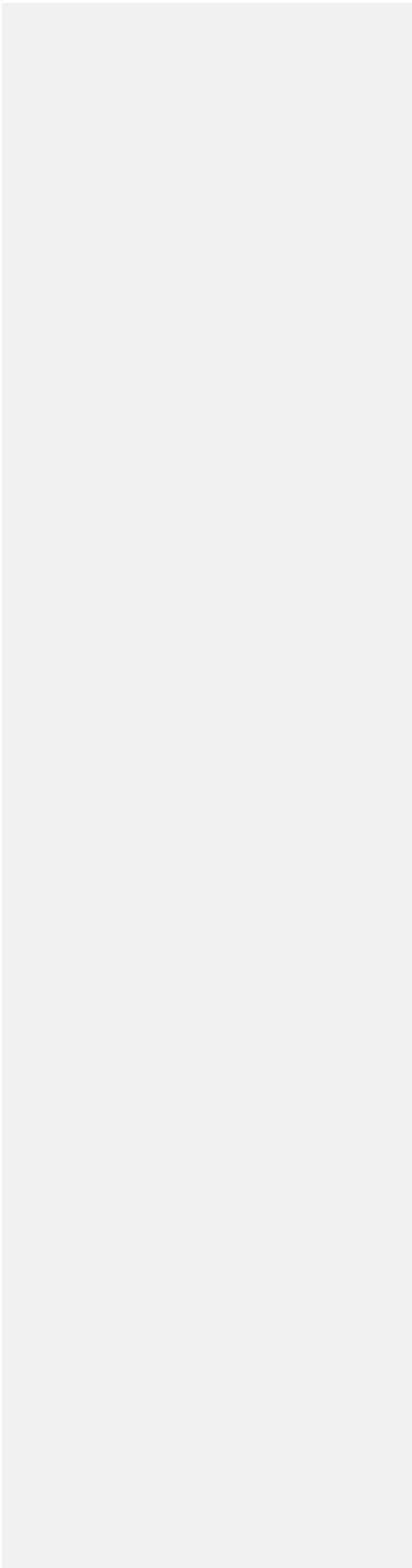
Print Name

Title

Date

Title

Date



BUSINESS ADVANTAGE PRICING – EXHIBIT A

SECTION I: Business Advantage Charge

The Business Advantage Charge will be systemically calculated each month based on the total number of active accounts/BTNs (including any re-billed accounts) and the average number of local lines per location at the time of the invoice run. The Business Advantage Charge will begin to be applied on the Client's second invoice with BullsEye Telecom.

The monthly charge will be applied *in total* to the Parent Corporate Account and not applied to end service locations, unless arrangements have been made to equally apply the charges across each location on a child pay account (total BA Charge divided by the number of child locations),

BullsEye Telecom reserves the right to adjust the Business Advantage charge (and apply retroactively if appropriate) based on the actual number of locations and lines provided by BullsEye Telecom.

Business Advantage Charge

Services per Location >>>	Average of <u>1-3.9</u> local lines per location	Average of <u>4 or more</u> local lines per location	Average of 4 or more local lines and 60% of locations have alternate services from BullsEye Telecom in contract **
Locations (Active Accounts BTN) per Month:			
Less than 50 locations or Less than 100 Lines *	\$4.00	\$2.00	no charge
50 – 200 locations or Less than 100 Lines *	\$2.50	\$1.00	no charge
201 or more locations	\$1.00	no charge	no charge

Formatted: Don't adjust space between Latin and Asian text

Formatted: Don't adjust space between Latin and Asian text

Formatted: Don't adjust space between Latin and Asian text

* Accounts with 100 or less total lines will be charged the \$4.00 per location Business Advantage charge.

** Alternate Services include Broadband, PRI, Wireless, Security and Network Services.

SECTION II: Services Ordered

Indicated below are the service types selected by the customer for migration to BullsEye Telecom. Any service type selected will be held to the termination penalties and terms and conditions as outlined in this document.

Local
 IntraLATA Toll
 Long Distance (Intrastate
interstate and
international)

SECTION III: Minimum Usage Guarantee

Rates apply as follows:

- Local services - local line charges per line plus usage charges per line as indicated in section IV
- IntraLATA Toll - per minute charge
- Long Distance (intrastate, interstate and international) - per minute charge
- IntraLATA Toll and Long Distance services, if selected and provided, are subject to a Monthly Usage Guarantee (MUG) per month based on the matrix below. MUG charges will apply if total eligible service charges are less than the specified MUG per line per month. The difference between actual eligible service charge and MUG will be applied to the invoice.
- Rounding per minute for intraLATA intrastate and interstate usage is 18 seconds for the initial period and 6 for each additional.

Acct Level MUG Charge = \$X per line x # of lines			
Lines per Location >>>	Charge PER LINE applied at the account level based on average of 1-3.9 lines across all accounts	Charge PER LINE applied at the account level based on average of 4 or more lines across all accounts	4 or more local lines and 60% of locations have alternate services from BullsEye Telecom in contract
Total Locations (Active Accounts) per Month:			
Less than 50 locations	\$4.00	\$3.00	no charge
50 - 200 locations	\$3.00	\$2.00	no charge
201 or more locations	\$2.00	\$1.00	no charge

** Alternate Services include Broadband, PRI, Wireless, Security and Network Services.

SECTION IV: Service Location Pricing

The pricing provided is based on The Customer having 100% of the provisionable service locations as listed in Exhibit "A" migrated to BullsEye Telecom by the Customer's third invoice. A provisionable location is defined as a location that is serviceable by BullsEye Telecom, based on the service configuration of each location and corresponding lines. Tier 3 markets as indicated by an asterisk (**) in the chart below will be migrated last. Should the Customer fail to meet this commitment, pricing will revert to Standard BullsEye Telecom Pricing.

Pricing by location

State	Phone Number	OCN	RBOC	Band	Measured Line Rate	Local Usage Rate / Per Minute	IntraState - IntraLata / Minute	IntraState - InterLata / Minute	InterState - InterLata / Minute
MI	8102275225	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175462260	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175528739	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175529261	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175529128	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175529133	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175529169	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175451368	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175467717	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175409610	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175520012	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	8102203260	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	8102205014	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	8102290783	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	8102279202	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	8102293240	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	8102296945	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175451043	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	8102279730	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	8102274883	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175469733	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175400195	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	8102298483	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	8102299228	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	8102202840	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	5175528529	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290
MI	8102293286	9323	AT&T	C	\$21.60	\$0.0500	\$0.0449	\$0.0449	\$0.0290

All measured lines have a \$2.99 per line minimum revenue commitment.



Voip Services

Statement of Service Responsibility

At BullsEye Telecom, we want to achieve the expectations we've set. Part of this commitment is ensuring that our customers understand the responsibilities associated with our products and services. Your Broadband consultant will walk through the detail of what responsibilities we have to you as well as the responsibilities that you control. Your signature on the Statement of Service Responsibilities let's us know that you understand the expectations we've set - and allows us to move forward to achieve them.

BullsEye Telecom Reference Points:	Customer Reference Points:
<ul style="list-style-type: none"> Local Access Service 	<ul style="list-style-type: none"> Local Area Network Physical Connectivity
<ul style="list-style-type: none"> Inside Wiring 	<ul style="list-style-type: none"> Computer Workstation and Server LAN Addresses
<ul style="list-style-type: none"> Customer Premise Equipment Installation 	<ul style="list-style-type: none"> Computer Workstation and Server Software
<ul style="list-style-type: none"> Customer Premise Equipment Programming for Internet Service 	<ul style="list-style-type: none"> Customer Premise Equipment Additions and Programming for VoIP Service
<ul style="list-style-type: none"> Domain Name Services 	<ul style="list-style-type: none"> Non-BullsEye Telecom DNS Hosting
<ul style="list-style-type: none"> BullsEye Telecom E-mail Hosting 	<ul style="list-style-type: none"> Non-BullsEye Telecom E-Mail Hosting
<ul style="list-style-type: none"> BullsEye Telecom Web Site Hosting 	<ul style="list-style-type: none"> Non-BullsEye Telecom Web Site Hosting

Establishment of Internet and other network services is a complex and sophisticated undertaking that requires coordination of activities among a variety of service providers and organizations. A partial listing of parties that must get involved includes local access providers, DSL service providers, domain name registering service providers and a local area network administrator.

Depending on conditions at your service locations, successful installation of services may also require extensive inside wiring and cabling, and software configuration services. It is BullsEye Telecom's mission to provide the finest Internet and other wide area networking services available in the markets we service. It is the purpose of this document to define, in plain English, our direct service responsibilities and those areas in which we share responsibility for successful service installation with our customers and other service providers with whom they do business.

WHAT BULLSEYE TELECOM IS RESPONSIBLE FOR:

BullsEye Telecom is responsible for the establishment of wide area network (WAN) services to the routers at your designated service locations. Wide area network service includes the ability to originate and receive traffic to and from the Internet, either directly or by means of a frame relay connection through your host business location, at each of your network service sites. Specific components of this responsibility include:

Local Access Service:

Coordination of local access services to each service location with all local access providers required for the services you have ordered. These service providers will include Regional Bell Operating Companies (such as, but not limited to, Ameritech), providers of digital subscriber line services and frame relay switching services providers that may be required to implement the kind of connection you have ordered. The fundamental test of connectivity between our network and your service sites is the ability to "ping" your routers.

Inside Wiring

Except as noted below, inside wiring required to install your router at a service demarcation point established and agreed to at the time of our site survey of your designated service locations. Exceptions to this policy include cases in which it is apparent that the service installation point requires more than 100 feet of inside wiring, or requires construction or other extraordinary installation services that are beyond the customary scope of inside wiring services. We will establish at the time of the site survey whether inside wiring services are likely to be within the scope of our standard service offering, and if they are not, we will provide an estimate of feasibility, required effort and cost to extend service to the agreed-upon service demarcation point. If extraordinary inside wiring services are required, we will advise you on potential sources that can provide these services through direct contract with you.

Customer Premise Equipment Installation

On-site installation of routers or any other network interface devices that may be required to establish connectivity to your designated service locations within our service areas. For locations outside our immediate service areas, we will either provide you with a third-party installation service at your cost or ship the router or other equipment to you for your installation.

Customer Premise Equipment Programming for Internet Services

Programming of routers or other interface devices with IP addresses required to establish wide area connectivity to the Internet and from your host network service location.

Domain Name Services

If Domain Name Services (DNS) have been ordered, we will register a new domain name or effect the transfer of an existing domain name from an incumbent Internet service provider, as may be appropriate. BullsEye Telecom, working with you, will determine whether it is most advantageous for BullsEye Telecom to host the domain name based on the configuration of your services. If, for example, you have a web site hosted at another service provider's data center, we may require that that service provider host the domain. In any event, we will ensure that IP addresses are configured in such a way as to provide reliable access to your network services, including both your business location and any off-site hosted services you may have.

BullsEye Telecom E-mail Hosting

If BullsEye Telecom is hosting your e-mail, we will ensure that each mailbox you order has a user name assigned, that it resides on one of our mail servers and that it is accessible under the appropriate domain name.

BullsEye Telecom Web Site Hosting

If BullsEye Telecom is hosting your web site, we will ensure that you have the required space available on one of our web servers, that IP addressing is configured in such a way that your registered domain name resolves to your web site and that you have the capability, via FTP, to manage remotely the content of your web site.

WHAT THE CUSTOMER IS RESPONSIBLE FOR:

BullsEye Telecom is committed to providing you with complete, high-quality data and voice connectivity services, and we will work with you to ensure that you achieve the greatest use of the network services that we provide. That said, BullsEye Telecom is not in a position to provide local area network (LAN) or PBX installation and maintenance services, and is not in a position to configure the software on the PBX's, computers and other workstations on your network. It is advisable at the time of the installation of our WAN/Voice connectivity services, or shortly thereafter, that you have your designated LAN/PBX services integrator - whoever installed your LAN/PBX and configured your desktop software - on hand to ensure that the Internet services we provide to the router are accessible at each of your LAN workstations. Specific items you and/or your LAN/PBX integrator are responsible for include the following:

Local Area Network Physical Connectivity

Physical connection of your local area network from the router to which we provide WAN service to the workstations, servers and other addressable devices on your LAN. Your LAN may include hubs and internal switching devices that may require reconfiguration upon installation of our wide area network connection. In addition, you may want to extend your LAN to new locations at your business site requiring new cabling and other equipment. Our installation personnel are not trained and certified to provide these services.

Computer Workstation and Server LAN Addresses

Assignment of internal IP addressing required to establish connectivity among the workstations, servers and other addressable devices on your LAN. We will ensure that you or your LAN integrator are aware of the public IP addresses that we have assigned to your network; all private IP addresses to be assigned to the users of your LAN are the responsibility of you and your LAN service provider.

Computer Workstation and Server Software

Configuration of your desktop software to ensure service availability to the individual users of your LAN. Your LAN and/or software integrator will need to ensure that all browsers, e-mail clients, connection managers and other networking software on your individual workstations are configured properly to provide connectivity your network services.

Customer Provided Premise Equipment Additions and Programming for VoIP Service

Additions to and programming of PBX's, key systems or other interface devices for voice service (excluding those provided by BullsEye Telecom) are the responsibility of the customer. BullsEye Telecom reserves the right to begin circuit billing within two weeks of installation of the circuit and IAD if the final installation date is delayed for customer related reasons. When scheduled line port dates are rescheduled within the last 72 hours before the communicated port time and date for customer related reasons, BullsEye Telecom may assess a \$75 per line port reschedule fee. If after 30 days from the installation of the circuit and IAD the voice services have not been installed due to delays caused by the customer or customer vendors, BullsEye Telecom will cancel the voice orders and increase the MRC for the T1 circuit to \$399 per month until the voice services have been re-ordered and installed.

E-mail Hosting by Customer or Other Service Vendor

If BullsEye Telecom does not host your e-mail, we are not responsible for the assignment and maintenance of user names to your individual e-mail accounts. That responsibility rests with your LAN integrator or network administrator if your e-mail is hosted on a server on your LAN, or with the service provider providing hosting services to you through a remote data center services, as appropriate.

Web Site Hosting by Customer or Other Vendor

If BullsEye Telecom hosts your website, you, the customer, are responsible for maintaining adequate, accessible backup copies of all web page folders/files for changing and/or reposting web pages for any and all circumstances. If BullsEye Telecom does not host your web site, we are not responsible for the hosting of your domain name services (DNS) and the resolution of your domain name to the appropriate IP address. Please note: If your web site is hosted on a server on your LAN, we will host and resolve your DNS; but if your web site is hosted by another service provider at a remote data center, we will not host and resolve your DNS.

Please understand that our intention in defining the limitations of our responsibilities in providing data communications services is to ensure that we establish expectations with our customers at the outset of our relationship in such a way that we minimize the possibility of later misunderstanding. We provide the best wide area data communication services in the markets in which we operate, and we intend to continue doing so by focusing on those services that we know we can provide at high levels of customer satisfaction and economical cost. Although we want to service your communication needs as far as we possibly can, it does neither us nor our customers good for us to attempt to provide services for which we are not trained and qualified. In those cases in which services beyond the scope of our installation procedures are required to ensure your satisfactory use of our network services, we will be glad to work with you to identify third party vendors who can provide those services.



Business Trunks - Unlimited Service Agreement

Billing Address: Address to which you want bills sent

Business Name	Genoa Charter Township				
Legal Name of Business					
Address	2911 Dorr Road				
City	Brighton	State	MI	Zip	48116
If current Customer, App ID					

Service Location: Facility where BullsEye Services will be installed. If same as the billing address, write "SAME"

Address	Same as Above				
City		State		Zip	

Primary Contact Information

Last Name	VanTassell	First Name	Adam
Telephone Number	810.227.5225	Cell Phone	
Fax	810.227.3420	Email	adam@genoa.org

Technical Contact Information

Last Name	Swanson	First Name	Steve
Telephone Number	248.350.2020	Cell Phone	248.228.3204
Fax	248.350.9066	Email	swanson@untracomintelsys.com

Alternate Contact Information (phone numbers separate from the business above)

Last Name		First Name	
Cell Phone		Other	

T1 Access

Service Location	Monthly Charge	Installation Fee	Quantity	Initial Here
1-Year Term	\$349.00	\$500.00		
3-Year Term	\$299.00	waived	1	

Business Trunking

Service Location	Monthly Charge	Installation Fee	Quantity	Initial Here
1-Year Term	\$400.00	waived		
3-Year Term	\$400.00	waived	1	
Type	12 Simultaneous Call Paths and Internet Access			
Type	23 Simultaneous Call Paths			
Total Additional data service monthly charges:				\$699.00

The following are included at No Additional Charge:

Unlimited in-state calling and >>>	Unlimited interstate domestic long distance
Voice Assurance	DID Functionality
Trunk Numbering Structure	External Name & Number Delivery
25 Email Accounts	8 - IP Addresses
Instant Messaging and File Storage	Email Spam & Virus Filtering

Business Trunk DID's

	Monthly Recurring Charge	Number of TN's	Extended Price
Direct Inward Dial Numbers	\$0.50	40	\$20.00

Other Usage:

* International long distance and special call types, including Operator Services and Directory Assistance, are billed at standard rates posted at www.bullseyetelecom.com

* Premium international long distance rates are available for an additional charge of \$5.00 per account

Business Trunks include all voice traffic serviced by the phone numbers assigned to seats ordered. This includes all local, long distance, international, directory assistance and other calling. Long distance service cannot be assigned to a different carrier. Eight IP addresses are only available to customers who order the 12 simultaneous call path type of Business Trunking with Internet access. The default Business Trunking configuration will pass seven digits to the end device.

Additional Services:			
Service	Monthly Recurring Charge (MRC)	Quantity	Extended Price (MRC X Quantity)
Toll Free 1-Year @ \$0.069 per min. per number	\$2.00		
Toll Free 3-Year @ \$0.035 per min. per number	\$2.00		
Hosted Voice Mail Boxes	\$3.99		
Additional blocks of 15 email boxes	\$15.00		
Website Hosting * 10 MB	\$10.00		
* 40 MB	\$20.00		
* 100 MB	\$30.00		
IP Blocks			
* Block of 16	\$10.00		
* Block of 32	\$20.00		
* Block of 64	\$40.00		
Note: Block Assignments of 8 or more require a completed IP Block request form and NOC approval. (IP Block request form is available at: http://www.bullseyetelecom.com/ipblockrequest_form.htm)			
BET Technician Dispatch: \$150 first hour, \$50 each additional 30 minutes			
Total Additional data service monthly charges:			

Total BullsEye Monthly Charges Summary		Non-recurring Charge Summary	
Access T1 Monthly Charge:	\$299.00	Access T1 Installation Charge:	waived
Business Trunk MRC:	\$400.00	Business Trunk Activation:	waived
DID's MRC:	\$20.00	Non-recurring Charge Total:	
Additional Services MRC:			
* Note total does not include regulatory charges or taxes			
Service Monthly Charge Total:	\$719.00	Marketing Offer:	

By signing, faxing or mailing (via US Mail or email) your approval of this form, you and BullsEye Telecom are agreeing to the Master Service Agreement and the VoIP Terms and Conditions (VoIP Ts & Cs) found at www.bullseyetelecom.com. If you do not have access to the electronic version of the Ts & Cs, a hard copy will be provided upon request. These documents define your and our rights concerning service, restrictions, support, payment obligations, termination penalties and other important topics. Your signature authorizes BullsEye Telecom to obtain and/or verify information concerning credit status, which includes but is not limited to review by credit bureaus and other third parties. BullsEye Telecom reserves the right to require a deposit based on the acceptable level of creditworthiness as defined by BullsEye Telecom.

Customer acknowledges and agrees to the following assumptions: This configuration supports 12 Simultaneous Call Paths and Internet Access or 23 Simultaneous Call Paths as indicated above. Standard calling features will be provided by the customers PBX. Customer's PBX provides "Auto Attendant" feature/functionality to route incoming calls. Each trunk will have a designated BTN for which all calls will be routed through (excluding inbound DID calls). Each DID will have to be mapped to a particular trunk. Your acceptance of this order constitutes representation that you are authorized to act on behalf of the Customer identified in this order and that you agree to pay BullsEye Telecom the charges as described herein. Customer's execution of this agreement shall not be binding on BullsEye unless and until BullsEye countersigns such contract. Any modifications proposed by Customer are not part of the parties' agreement in the absence of BullsEye's written acceptance thereof.

I have reviewed and agree to abide by the BullsEye Telecom Master Services Agreement	Initial here >	
I have reviewed and agree to abide by the BullsEye Telecom VoIP E-911 Advisory	Initial here >	
I have reviewed and agree to abide by the BullsEye Telecom VoIP Terms and Conditions	Initial here >	
I have reviewed and agree to abide by the Statement of Responsibility	Initial here >	
Authorized Signature:	Date:	
Printed Name:	Title:	
Sales Rep Name: Fred Censullo	Phone: 248.784.2654	

BullsEye Telecom Credit Information Form

Security Deposit \$500		Check		Credit Card	
If credit card payment is desired, circle one		Visa	Master Card	AmEx	
Discover	Card #:	Expiration:	Month	Year	
Name as appears on card:					
Signature of Cardholder:					
Would you like the credit card above to be billed each month for your Total Amount Due?				Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>If customer's commercial credit score, provided by several sources including D&B and Experion, is satisfactory in the sole judgment of BullsEye Telecom, the deposit will be waived. If credit score is unsatisfactory, a deposit of \$500 will be required. After 12 months of favorable payment history with BullsEye Telecom, at its sole discretion, BullsEye Telecom may return the deposit. The deposit can be applied to the next invoice or refunded.</p>					

Ultracom-Intelesys

Phone: (248) 350-2020
 Fax: (248) 350-9066
 25860 Lahser Road
 Southfield, Michigan 48033

**Quote**

No.: **17028**
 Date: 06/17/2011

Prepared for:
 Mr. Adam Van Tassell
 Genoa Charter Township
 2911 Dorr Ed
 Brighton, MI 48116 U.S.A.

Prepared by: Steve Swanson
 Account No.: 24295
 Phone: 810 227 5225

Qty.	Item ID	Description
------	---------	-------------

System Configuration

The Digium Switchvox 305 is configured with Sip Connectivity,1-Single Line Card to Support a Polycom Speakerphone and 31 Polycom Telephones.

Main System

1	1AS3050000LF	Digium Switchvox AA305 Appliance SMB 10 Users w/10 Silver Subs
---	--------------	--

System Components

1	1TDM422EF	Digium 4 Port Modular Analog PCI 2 Trunk / 2 Station
---	-----------	--

Users

23	1SWXSSUB1	Digium 1 User Switchvox Silver Subs
23	1SWXPPFPCOM1	Digium Switchvox Polycom Phone Provisioning Token

Notes: Total of 31 Subscriptions(31 Phones/Voice Mail boxes and 2 spare Tokens and Subscriptions)

Polycom Telephones/Handsets

1	2200-12651-025	Polycom SoundPoint IP 650 6-Line IP Phone
30	2200-12450-025	Polycom SoundPoint IP 450 - POE Only No AC Adapter
50.00	Installation2	Installation - IP and/or Network

Notes

- *Includes standard programming and system training
- *System programmed for voice mail messages delivered to email,one for each phone
- *Programmed includes one level of Auto Attendant/IVR programming
- *Proposal does not include POE Switches or Power Bricks.

Inc

One year Parts and Labor Warranty

Your Price:	<u>\$23,664.80</u>
Total:	<u><u>\$23,664.80</u></u>

Quote

No.: **17028**

Date: 06/17/2011

Disclaimer: Price, specification and availability reflect the current market conditions and are subject to change without notice.

CONTRACT: Provide the materials and services indicated above subject to the applicable notes and quoted prices.

Authorized signature here signifies non-cancelable purchase order.

Quoted by: Steve Swanson, sswanson@ultracomintelecom.com

Date: 6/17/2011

Customer Acceptance: _____

Date: _____

Ultracom/Intelesys Approval: _____

Date: _____

▶ Polycom® SoundPoint® IP Phones
Product Reference Guide



▶ Polycom® SoundPoint® IP Phones

Product Reference Guide

Polycom's family of SoundPoint® IP phones leverage the capabilities of SIP-based VoIP networks to deliver breakthrough voice quality and advanced features that make calls more efficient and productive.

Entry-Level

SoundPoint IP 321 and 331 Entry-level IP phones with enterprise-grade features and outstanding voice quality



- ▶ Application targets:
 - Common areas, dorm rooms, wall-mounted deployments (SoundPoint IP 321)
 - Cubicle, call center (SoundPoint IP 331)
- ▶ 2 Lines
- ▶ Integrated PoE support (IEEE 802.3af)
- ▶ Full-duplex speakerphone with Acoustic Clarity Technology
- ▶ 102 x 33 pixel graphical LCD
- ▶ 15 dedicated hard keys, 3 context-sensitive soft keys
- ▶ Two-port 10/100 Ethernet switch (SoundPoint IP 331)
- ▶ Single 10/100 Ethernet port (SoundPoint IP 321)

SoundPoint IP 321 - PoE Only 2200-12360-025
SoundPoint IP 331 - PoE Only 2200-12365-025

SoundPoint IP 335 Two-line, entry-level phone providing unparalleled Polycom HD Voice™



- ▶ Application targets:
 - Cubicle, call center
- ▶ 2 Lines
- ▶ Integrated PoE support (IEEE 802.3af)
- ▶ Polycom HD Voice for all audio paths
- ▶ 102 x 33 pixel backlit grayscale graphical LCD
- ▶ 15 dedicated hard keys, 3 context-sensitive soft keys
- ▶ Two-port 10/100 Ethernet switch

SoundPoint IP 335 - PoE Only 2200-12375-025

Mainstream

SoundPoint IP 430 Full-duplex speakerphone, built-in PoE, and a graphical LCD



- ▶ Application target: cubicle
- ▶ 2 Lines
- ▶ Integrated PoE support (IEEE 802.3af)
- ▶ Full-duplex speakerphone with Acoustic Clarity Technology
- ▶ 132 x 46 pixel graphical LCD
- ▶ 16 dedicated hard keys, 4 context-sensitive soft keys

SoundPoint IP 430 - with AC Power Kit 2200-12430-001

SoundPoint IP 450 Mid-Range SIP desktop phone with Polycom HD Voice™

HDvoice



- ▶ Application target: SOHO, cubicle
- ▶ 3 Lines
- ▶ Integrated PoE support (IEEE 802.3af)
- ▶ Polycom HD Voice for all audio paths
- ▶ 256 x 116-pixel backlit grayscale graphical LCD
- ▶ 17 dedicated hard keys, 4 context-sensitive soft keys

SoundPoint IP 450 - PoE Only 2200-12450-025
SoundPoint IP 450 - with AC Power Kit 2200-12450-001



Performance

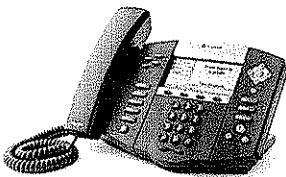
SoundPoint IP 550 Cutting-edge SIP feature set meets Polycom HD Voice™



HDvoice

- ▶ Application target: manager's/professional's office
 - ▶ 4 lines
 - ▶ Integrated PoE support (IEEE 802.3af)
 - ▶ Polycom HD Voice for all audio paths
 - ▶ 320 x 160 pixel backlit grayscale graphical LCD
 - ▶ 26 dedicated hard keys, 4 context-sensitive soft keys
- | | |
|---------------------------------------|----------------|
| SoundPoint IP 550 - PoE Only | 2200-12550-025 |
| SoundPoint IP 550 - with AC Power Kit | 2200-12550-001 |

SoundPoint IP 560 Cutting-edge SIP and GigE meet Polycom HD Voice™



HDvoice

- ▶ Application target: manager's/professional's office
 - ▶ 4 lines
 - ▶ Integrated PoE support (IEEE 802.3af)
 - ▶ Polycom HD Voice for all audio paths
 - ▶ 320 x 160 pixel backlit grayscale graphical LCD
 - ▶ 26 dedicated hard keys, 4 context-sensitive soft keys
 - ▶ Inbuilt Gigabit Ethernet support
- | | |
|---------------------------------------|----------------|
| SoundPoint IP 560 - PoE Only | 2200-12560-025 |
| SoundPoint IP 560 - with AC Power Kit | 2200-12560-001 |

SoundPoint IP 650 High-performance IP phone with Polycom HD Voice™



HDvoice

- ▶ Application target: executive office
 - ▶ 6 lines (standalone) / 12 lines (with Expansion Module)
 - ▶ Integrated PoE support (IEEE 802.3af)
 - ▶ Polycom HD Voice for all audio paths
 - ▶ 320 x 160 pixel backlit grayscale graphical LCD
 - ▶ 26 dedicated hard keys, 4 context-sensitive soft keys
 - ▶ Support of up to three Expansion Modules
 - ▶ USB for local call recording
- | | |
|--|----------------|
| SoundPoint IP 650 - PoE Only | 2200-12651-025 |
| SoundPoint IP 650 - with AC Power Supply | 2200-12651-001 |

SoundPoint IP 670 A premium, SIP desktop phone with color display delivering a rich voice, visual and applications experience

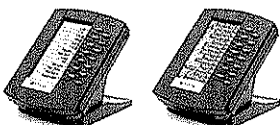


HDvoice

- ▶ Application target: executive office
 - ▶ 6 lines (standalone) / 12 lines (with Expansion Module)
 - ▶ Integrated PoE support (IEEE 802.3af)
 - ▶ Polycom HD Voice for all audio paths
 - ▶ 320 x 160 pixel backlit color graphical LCD
 - ▶ 26 dedicated hard keys, 4 context-sensitive soft keys
 - ▶ Support of up to three Expansion Modules
 - ▶ USB for local call recording
 - ▶ Inbuilt Gigabit Ethernet support
- | | |
|--|----------------|
| SoundPoint IP 670 - PoE Only | 2200-12670-025 |
| SoundPoint IP 670 - with AC Power Supply | 2200-12670-001 |

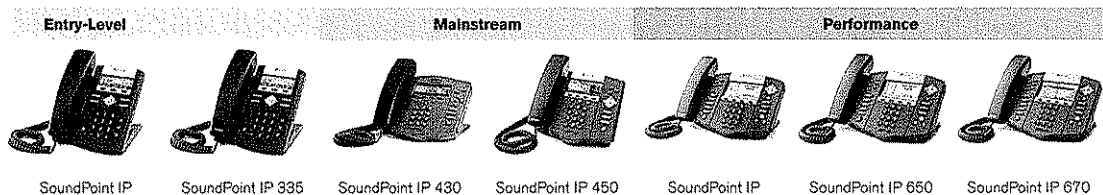
Attendant

SoundPoint IP Expansion Module Turn your SoundPoint IP 650/670 into a high-performance Attendant Console



- ▶ Application target: telephone attendant's desk
 - ▶ 14 Illuminated keys configurable as a line key, or a speed dial with BLF
 - ▶ 160 x 320 pixel greyscale/color graphical LCD with backlight
 - ▶ Plug-and-play, hot-swappable
 - ▶ Cord-free, no AC adapter required - power and signaling are provided by the host phone
 - ▶ Matches elegantly with the SoundPoint IP 650/670 look and feel
- | | |
|---------------------------------------|----------------|
| SoundPoint IP Expansion Module: | 2200-11700-025 |
| SoundPoint IP Color Expansion Module: | 2200-12770-025 |

Polycom® SoundPoint® IP Phone Comparison



	SoundPoint IP 321/331	SoundPoint IP 335	SoundPoint IP 430	SoundPoint IP 450	SoundPoint IP 550/560	SoundPoint IP 650	SoundPoint IP 670
Positioning							
Application Targets	IP331-Cubicle, call center IP 321 - Common areas, wall mounted deployments	Cubicle, Call Center	Cubicle, Call Center	Cubicle	Manager/ Professional's office	Executive Office / Attendants desk - with Backlit Expansion Modules	Executive Office / Attendant's desk with Color Expansion Modules
LCD Display	102 x 33 pixel graphical	102 x 33 pixel graphical	132 x 46 pixel graphical	256 x 116 pixel backlit graphical	320 x 160 pixel backlit graphical	320 x 160 pixel backlit graphical	320 x 160 pixel backlit color graphical
Unicode Character Support	European character set	European character set	European character set	.	.	.	.
Expansion Module Support						Up to 3 Backlit Expansion Modules	Up to 3 Color Expansion Modules w/ AC adaptor
Audio Features							
Polycom HD Voice Technology	.	.	.	.	.	.	.
Full Duplex Speakerphone with Acoustic Clarity Technology	.	.	.	.	.	.	.
Telephony Keys							
Line/Speed Dial Keys	2	2	2	3	4	6 (12 with Exp. Module)	6 (12 with Exp. Module)
Mute, Handset, and Hands Free Keys	.	.	.	.	.	.	.
Context-Sensitive Soft Keys	3	3	4	4	4	4	4
Display/Menu Navigation Keys	5	5	5	5	6	6	6
Advanced Features							
Busy Lamp Field (BLF) Functionality	.	.	.	.	.	.	.
Shared Call/Bridged Line Appearance	.	.	.	.	.	.	.
Flexible Line Appearance	.	.	.	.	.	.	.
Multiple Call Appearances	.	.	.	.	.	.	.
XHTML Microbrowser	.	.	.	.	.	.	.
Microsoft LCS 2005 Interoperability for Telephony and Presence	.	.	.	.	.	.	.
Connectivity							
USB Port						.	.
Two-port 10/100/1000 MBPS	IP 331 - 10/100 IP 321 - single 10/100	10/100	10/100	10/100	IP 550 - 10/100 IP 560 - 10/100/1000	10/100	10/100/1000
Power Options							
Power over Ethernet (IEEE 802.3af)	.	.	.	.	.	.	.
Protocol Support							
SIP (RFC 3261)	.	.	.	.	.	.	.

©2009 Polycom, Inc. All rights reserved.
 Polycom and the Polycom logo design are registered trademarks of Polycom, Inc. in the U.S. and various countries.
 All other trademarks are the property of their respective owners. Information in this document is subject to change without notice



Polycom Headquarters
 4750 Willow Road
 Pleasanton, CA 94588
 1.800.POLYCOM or
 +1.925.924.6000

Polycom EMEA
 270 Bath Road
 Slough
 Berkshire SL1 4DX
 +44 (0)1753 723000

Polycom Asia Pacific
 8 Shenton Way
 #11-01 Temasek Tower
 Singapore 068811
 +65.6389.9200

Ultracom-Intelesys

Phone: (248) 350-2020
Fax: (248) 350-9066
25860 Lahser Road
Southfield, Michigan 48033



Quote

No.: **16642**

Date: 05/04/2011

Prepared for:
Mr. Adam Van Tassell
Genoa Charter Township
2911 Dorr Ed
Brighton, MI 48116 U.S.A.

Prepared by: Steve Swanson
Account No.: 24295
Phone: 810 227 5225

Qty. Item ID Description

System Configuration

The Digium Switchvox 355 is configured with Sip Connectivity,1-Single Line Card to Support a Polycom Speakerphone and 31 Polycom Telephones. The system includes.....Raid Controller/Mirrored Drives and Redundant Power Supplies

Main System

1 1AS3550000LF Digium Switchvox AA355 Appliance SMB 10 User w/10 Silver Subs

System Components

1 1TDM422EF Digium 4 Port Modular Analog PCI 2 Trunk / 2 Station

Users

23 1SWXSSUB1 Digium 1 User Switchvox Silver Subs
23 1SWXPPFPPCOM1 Digium Switchvox Polycom Phone Provisioning Token

Notes: Total of 31 Subscriptions(31 Phones/Voice Mail boxes and 2 spare Tokens and Subscriptions

Polycom Telephones/Handsets

1 2200-12651-025 Polycom SoundPoint IP 650 6-Line IP Phone
30 2200-12450-025 Polycom SoundPoint IP 450 - POE Only No AC Adapter

50.00 Installation2 Installation - IP and/or Network

Notes

- *Includes standard programming and system training
- *System programmed for voice mail messages delivered to email,one for each phone
- *Programmed includes one level of Auto Attendant/IVR programming
- *Proposal does not include POE Switches or Power Bricks.

Inc

One year Parts and Labor Warranty

Your Price: \$26,046.71

Total: \$26,046.71

Quote

No.: **16642**

Date: 05/04/2011

Disclaimer: Price, specification and availability reflect the current market conditions and are subject to change without notice.

CONTRACT: Provide the materials and services indicated above subject to the applicable notes and quoted prices.

Authorized signature here signifies non-cancelable purchase order.

Quoted by: Steve Swanson, sswanson@ultracomintelecom.com

Date: 5/4/2011

Customer Acceptance: _____

Date: _____

Ultracom/Intelesys Approval: _____

Date: _____

▶ Polycom® SoundPoint® IP 450

Mid-Range SIP desktop phone with
Polycom HD Voice™



Three-line desktop phone featuring Polycom HD Voice and productivity enhancing applications through a high-resolution, graphical backlit display.

The SoundPoint IP 450 desktop phone is designed to bring advanced telephony features and applications to cubicle/office workers handling a moderate volume of calls. With its high-resolution, graphical backlit display supporting multiple languages and Asian characters, applications enabled XML Microbrowser, and Polycom HD Voice, the SoundPoint IP 450 sets new standards for the mid-range SIP desktop phone.

Unsurpassed Voice Quality and Clarity

The SoundPoint IP 450 features Polycom HD Voice, bringing life-like richness and clarity to every call. Polycom HD Voice incorporates wideband audio for over twice the voice clarity, Polycom's patented Acoustic Clarity Technology for crystal-clear, noise and echo-free sound, plus best-in-class system design for high-fidelity voice reproduction.

Easy-to-Use Features and Applications

An enterprise-grade phone, the SoundPoint IP 450 delivers an easy-to-navigate menu and a combination of 17 dedicated hard keys and four content sensitive soft keys on a backlit, multi-level grayscale 171 x 73 pixel LCD display. Hosting a built-in XML Microbrowser, the SoundPoint IP 450 offers an easy-to-access graphical interface to run productivity-enhancing third-party applications using Polycom's flexible and open XML API.

Make Great Things Happen with Polycom SoundPoint IP 450

In today's Internet driven world, the ability to conduct real time communication and collaboration has become critical to an organizations survival. As the market leader in voice, video, data and Web solutions, our award-winning IP telephony and conference technology makes it easy for people to interact and maximize productivity over any network, in just about any environment, anywhere around the globe. That's why more organizations worldwide use and prefer Polycom IP telephony and application solutions. Because when people work together, great things happen. See how you, too, can achieve great things with the Polycom SoundPoint IP 450 desktop phone.

About Polycom

Polycom, Inc. (Nasdaq: PLCM) is the global leader in telepresence, video, and voice solutions and a visionary in communications that empower people to connect and collaborate everywhere. Please visit www.polycom.com for more information.

Find out more

Learn what Polycom VoIP Desktop Phones can do for your organization. Visit us at polycom.com or contact your Polycom representative.

Benefits

- ▶ **Polycom HD Voice** – Unparalleled voice clarity to make your calls more efficient and productive.
- ▶ **High-Quality Display** – High-resolution graphical 171 x 73 pixel grayscale LCD with adjustable backlighting, applications and Asian character support.
- ▶ **Applications Enabled** – Built-in XML Microbrowser to run Polycom Productivity Suite and open API for productivity-enhancing third-party applications.
- ▶ **Broad and Robust Interoperability** – Certified to interoperate with a broad array of SIP call control platforms to enable open choices and innovations while simplifying provisioning, management, and support.



Polycom SoundPoint IP 450 Specifications

Lines (Directory Numbers)

- Up to 3 lines with up to 2 concurrent calls per line

Display

- 171 x 73 pixel backlit grayscale graphical LCD
- LED backlight with custom intensity control

Feature Keys

- 4 context-sensitive "soft" keys
- 17 dedicated "hard" keys
 - 3 line keys with bi-color (red/green) LED
 - 3 feature keys
 - 5 display/menu navigation keys
 - 2 volume control keys
 - Mute, headset and hands-free speakerphone keys
 - Dedicated hold key

Headset and Hearing Aid Compatibility

- Dedicated RJ-9 headset port
 - Amplified headsets are recommended
- Compliant with ADA Section 508 Recommendations: Subpart B 1194.23 (all)
- Hearing Aid Compatible (HAC) handset for magnetic coupling to approved HAC hearing aids
- Compatible with commercially-available TTY adapter equipment

Audio Features

- Polycom HD Voice technology delivers life-like voice quality for each audio path - the handset, the hands-free speakerphone, and the optional headset
- Full-duplex hands-free speakerphone
 - Type 1 compliant with IEEE 1329 full duplex standards
- Frequency response - 150Hz - 7kHz for handset, optional headset¹ and hands-free speakerphone modes
- Codecs: G.722 (wideband), G.711 μ /A, and G.729A (Annex B)
- Individual volume settings with visual feedback for each audio path
- Voice activity detection
- Comfort noise fill
- DTMF tone generation/DTMF event RTP payload
- Low-delay audio packet transmission
- Adaptive jitter buffers
- Packet loss concealment
- Acoustic echo cancellation
- Background noise suppression

Call Handling Features²

- Shared call/bridged line appearance
- Flexible line appearance (one or more line keys can be assigned for each line extension)
- Busy Lamp Field (BLF)
- Distinctive incoming call treatment/call waiting
- Call timer
- Call transfer, hold, divert (forward), pickup
- Called, calling, connected party information
- Local three-way conferencing
- One-touch speed dial, redial
- Call waiting
- Remote missed call notification
- Intercom
- Automatic off-hook call placement

- Do not disturb function

Other Features

- Integration with Microsoft LCS 2005 for telephone and presence³
 - Compatibility with Microsoft Office Communicator and Windows® Messenger 5.1 Clients
- Enabled for Polycom Productivity Suite
- Local feature-rich GUI
- Time and date display
- User-configurable contact directory and call history (missed, placed, and received)
- Customizable call progress tones
- Wave file support for call progress tones
- Unicode UTF-8 character support. Multilingual user interface encompassing Chinese, Danish, Dutch, English (Canada/US/UK), French, German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese, Russian, Slovenian, Spanish, Swedish

Protocol Support

- IETF SIP (RFC 3261 and companion RFCs)

Network and Provisioning

- Two-port Ethernet Switch
 - 10/100Base-TX across LAN and PC ports
- Manual or dynamic host configuration protocol (DHCP) network setup
- Time and date synchronization using SNTP
- FTP/TFTP/HTTP/HTTPS⁴ server-based central provisioning for mass deployments
- Provisioning and call server redundancy supported
- Web portal for individual unit configuration
- QoS Support – IEEE 802.1p/Q tagging (VLAN), Layer 3 TOS, and DSCP
- Network Address Translation (NAT) support – static
- RTCP support (RFC 1889)
- Event logging
- Local digit map
- Hardware diagnostics
- Status and statistics

Security²

- Transport Layer Security (TLS)³
- Encrypted configuration files³
- Digest authentication
- Password login
- Support for URL syntax with password for boot server⁴
- HTTPS secure provisioning⁴
- Support for signed software executables⁴

Power

- Built-in, auto-sensing IEEE 802.3af Power over Ethernet (Class 2)
- External Universal AC adapter (24VDC/12W)⁵

Approvals

- FCC Part 15 (CFR 47) Class B
- ICES-003 Class B
- EN55022 Class B
- CISPR22 Class B
- AS/NZS CISPR 22 Class B
- VCCI Class B
- EN55024
- EN61000-3-2; EN61000-3-3

- NZ Telepermit
- ROHS compliant
- GOST-R

Safety

- UL 60950-1
- CE Mark
- CAN/CSA-C22.2 No. 60950-1-03
- EN 60950-1
- IEC 60950-1
- AS/NZS 60950-1

Operating Conditions

- Temperature: 0 to 40°C (+32 to 104°F)
- Relative Humidity: 5% to 95%, noncondensing

Storage Temperature

- 40 to +70°C (-40 to +160°F)

SoundPoint IP 450 Comes With:

- SoundPoint IP 450 console
- Handset with handset cord
- Base stand
- Network (LAN) cable
- Universal Power Adapter (including country specific cord kit)⁵
- Quick Start Guide
- Product registration card

Size

- 8.5 x 6 x 6.5 in x 2.5 in (21.5 x 15 x 16.5 x 6.5 cm) (W x H x D x T)

Part Numbers/UPC Codes

- 2200-12450-001/610807687887 for NA, TWN
- 2200-12450-002/610807690214 for Japan
- 2200-12450-012/610807690221 for AU, NZ
- 2200-12450-015/610807690238 for UK, HK, Singapore and Malaysia
- 2200-12450-016/610807691396 for Korea
- 2200-12450-022/610807691396 for China
- 2200-12450-122/610807690245 for ROE
- 2200-12450-025/610807687894 PoE version for worldwide

Box Dimensions/Weight

- 12.5 x 13.25 x 3.5 in (31.75 x 33.5 x 9 cm) (L x W x H)
- Unit weight – 2.4 lbs (1.1 kg)
- 4.4 lbs (2.0 kg) – includes all packaging material

Master Carton Quantity

- Five
- Country of Origin
- Thailand

Warranty

- One year

- To enjoy all the benefits of Polycom HD Voice when using the phone in the headset mode, you must use a wideband headset.
- Most software-enabled features and capabilities must be supported by the server. Please contact your IP PBX/Softswitch vendor or service provider for a list of supported features.
- Requires SIP version 3.1.0 Rev C or higher.
- Requires BootROM version 4.1.2 or higher.
- Universal power adapter not included in the PoE version (P/N: 2200-12450-025)

Polycom Worldwide Headquarters

4750 Willow Road, Pleasanton, CA 94588
1.800.POLYCOM or +1.925.924.6000
www.polycom.com





ALTe

Industry Focus: Automotive Supplier

Employees: 26

Location(s): 1

PAETEC Solution:

-  Business Continuity
-  Communications
-  Financing
-  Managed Services

Web Site: www.altellc.com

“The real advantage was to be able to lease the equipment, not purchase it upfront.”

Penny Chant
Office Manager
ALTe

PAETEC Helps Startup Company Get Up & Running

About ALTe

ALTe LLC is a Michigan-based mass producer of electric and hybrid powertrain systems. ALTe is committed to leading the evolution of the automobile industry from gasoline-powered vehicles to electric propulsion technology. With a unique combination of Detroit and Silicon Valley automotive engineering experience, ALTe is dedicated to innovation, excellence in engineering and operations, and advancing sustainable mobility.

The name ALTe is a shortened version of the combination of two words: Alternative Energy. The company’s goal is to advance sustainable mobility by offering practical, well engineered electric and hybrid propulsion system alternatives to the vehicle transportation industry.

ALTe is an automotive supplier engaged in engineering, assembling, and integrating components, subsystems, and software to create Range Extended Electric Vehicle (REEV) powertrains and platform systems which will significantly advance vehicle fuel efficiency and lower emissions. They have developed a modular range extended electric powertrain system for use in the retrofit of light to medium duty fleet and niche vehicles that doubles fuel economy while also meeting stringent emission requirements.

“It’s been nice to be able to get the equipment that fits our needs at the present time and then to add more as we need it.”

Penny Chant
Office Manager
ALTe

The Challenge

Following their founding in 2008, ALTe needed both a phone system and phone service before they could really get up and running. “We were basically looking for a company that would fit our needs,” said Penny Chant, office manager at ALTe. “As a startup, we didn’t have a lot of capital to put into equipment. Plus, we needed a company that could grow with us. We started out with about a dozen employees, now we’re up to 26 and we’re ramping up quickly.”

“We looked at several different options,” added Chant. “The first was AT&T. We got a quote for purchasing all of our equipment using their service and determined that the initial costs were too high and that they really didn’t fit the needs of our company.”

“Next we looked at a hosted service company out of California,” added Chant. “This company owns all their own equipment. We would have been renting space on their servers for our services. The cost was very attractive to start out; however, it appeared that as we grew, we would actually be paying more per line than what would be beneficial to us. Had we just stayed a small company with a small group of people it might have been a good option, but it didn’t look like a good option for the long run. In addition, we would have had no control over any of the equipment – we would have been completely at the mercy of an outside vendor.”

The Solution

After none of the service providers that ALTe had researched seemed to fit their needs, they turned to their IT vendor for guidance. “We were looking for different options and our IT support vendor referred us to PAETEC,” said Chant. “We probably never would have called PAETEC had it not been for his referral, but he said he had positive experiences working with PAETEC in the past, so we went on his recommendation.”

“PAETEC allowed us to lease the equipment,” added Chant. “Their leasing program enabled us to start out with the amount of equipment we needed for our small group at startup, and it allowed the equipment

to grow with us as we grew which was really attractive, so we went with that option.”

As the only network service provider that manufactures its own IP-based phone systems, PAETEC has the unique ability to offer customers the ability to lease equipment directly from their provider through a program called IP Simple. By utilizing IP Simple, ALTe could obtain brand new communications equipment with little to no capital expenditure while also enjoying the benefits of having only one point-of-contact and one monthly bill for their voice, data, and equipment.

PAETEC HELPS STARTUP COMPANY GET UP & RUNNING

“Our sales rep has been very responsive in working through our issues and getting them straightened out as quickly as possible.”

Penny Chant
Office Manager
ALTe

In addition to the PAETEC Equipment ALTe acquired through IP Simple, ALTe also turned to PAETEC for a number of services, including Dynamic IP SIP Trunking, Local Service, Long Distance, Managed Router Support, and Audio Conferencing.

The Benefit

Since ALTe is a startup company, the ability to obtain equipment with minimal capital costs was the biggest benefit of choosing PAETEC for them. Through IP Simple, ALTe acquired a brand new PAETEC IP PBX, PAETEC IP Phones, and a number of advanced software features. “The real advantage was to be able to lease the equipment, not purchase it upfront,” said Chant. “The cost was very attractive. It’s been nice to be able to get the equipment that fits our needs at the present time and then to add more as we need it. I didn’t have to buy a large number of phone sets upfront and have them sitting in inventory. I can just get the number of phones I need when I need them.”

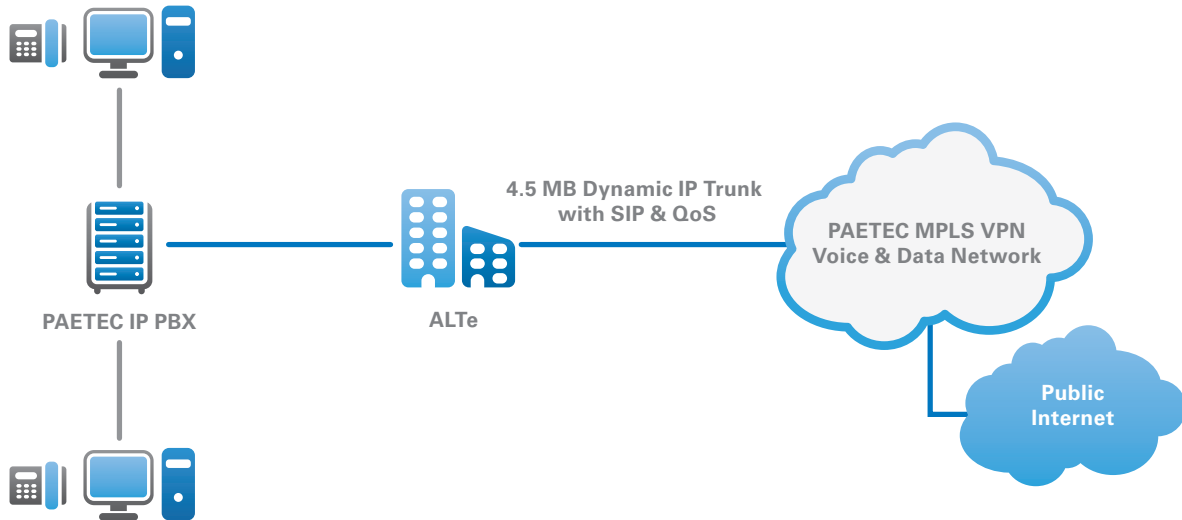
Of course, the services used to complement that equipment have been equally as valuable for ALTe. For instance, ALTe utilizes 20 PAETEC DID (Direct Inward Dial) Trunks which carry calls directly to their PAETEC IP PBX for routing to their intended recipient.



By having individual numbers for each user’s telephone, ALTe has eliminated the need for switchboard or receptionist intervention. “We definitely like that,” said Chant. “We don’t want a switchboard operator. We can provide everyone with a direct dial number and it works great.”

ALTe has also eliminated the need to staff personnel to maintain their router thanks to PAETEC’s Managed Router Support. Through this service, PAETEC performed the initial configuration of ALTe’s router, and also performs any and all ongoing configuration support.




PAETEC HELPS STARTUP COMPANY GET UP & RUNNING



The Managed Router Support service also includes 24 x 7 x 365 monitoring by PAETEC's Data TAC (Technical Assistance Center), electronic outage notification, and equipment repair support.

As with every PAETEC customer, ALTe benefits greatly from one of PAETEC's key corporate values: unmatched service. "Our sales rep has been very responsive in working through our issues and getting them straightened out as quickly as possible," said Chant.

Solution Personalized for ALTe:

-  **Business Continuity Solutions**
 - Dynamic IP SIP Trunking
-  **Communications Solutions**
 - Local Service
 - Long Distance
 - Audio Conferencing
-  **Financing Solutions**
 - IP Simple
-  **Managed Services Solutions**
 - Managed Router Support

About PAETEC

PAETEC (NASDAQ GS: PAET) is personalizing communications for business-class customers across the United States. We offer a comprehensive suite of data, voice, and IP services, as well as enterprise communications management software, network security solutions, CPE, and managed services.

Contact Us

877.472.3832 • www.paetec.com • info@paetec.com



Industry Focus: Emergency Medical Services

Employees: 500

Location(s): 40

PAETEC Solution:

-  Business Continuity
-  Communications
-  Financing
-  Managed Services
-  Security

Web Site: www.mobilemedical.org

“IP Simple allowed us to not have to deal with the capital expense issue. We could simply roll everything into our operating expenses.”

Jay Cooper

*Director of Ancillary Services
Mobile Medical Response*

PAETEC Saves Emergency Medical Response Company

About Mobile Medical Response

Mobile Medical Response, Inc. (MMR) is a non-profit ambulance company providing service in 11 counties across mid and northern Michigan. They are a full-service agency providing basic life support, advanced life support, and critical care medical transportation services.

MMR’s state-of-the-art medical communications center is responsible for dispatching services for eight counties in their service area, including two air medical programs and flight following services. Their service area covers over 6,000 square miles and over a half million residents. Annually, MMR provides nearly 65,000 transports, traveling nearly three million miles in their ambulances.

One of MMR’s finest assets is their education department, providing medical first responder, emergency medical technician, and paramedic training courses in several locations across Michigan. MMR also provides specialty training courses as well as public first aid and CPR training.

MMR is accredited by the Commission on the Accreditation of Ambulance Services (CAAS), considered to be the gold standard in providing quality care and operational excellence in the EMS industry. They have been CAAS accredited since 1997.

“The good thing is we only have to call one person and we can get things fixed.”

Jay Cooper

Director of Ancillary Services

Mobile Medical Response

The Challenge

As an around-the-clock emergency medical services provider, MMR strives on reliability in all aspects of their business. “We’re a 24 x 7 x 365 business,” said Jay Cooper, director of ancillary services at Mobile Medical Response. “We need a telecom carrier that’s going to be able to keep us up and running, both with voice communications as well as data flow.”

MMR looks for the same reliability in their vendors that they offer to their customers. Unfortunately, they were not finding it in their previous communications providers. “The biggest challenge really was that we had multiple providers, and getting clear billing and concise pricing was an impossibility, it just never could happen,” said Cooper. “Plus, the providers never, ever called us just to see how we were doing.”

The Solution

Due to mounting frustration with their communications provider situation, MMR set out to move a majority of their services to a single provider that they felt could satisfy their needs. “Our initial search started with a couple of sales calls from providers who we were already with at that time,” said Cooper. Among these providers was PAETEC, who had been providing MMR with basic voice and data services for about a year.

“At that point we invited some vendors in and we listened to what they could provide,” added Cooper. “Then we did some background checks. We talked to current customers they had, we looked at their financial ratings, and we looked at what their overall strength was as a corporation. Then we made a decision.”

Based on their findings, the decision proved an easy one for MMR. “We chose PAETEC because they had

a good reputation and their financial picture looked good,” said Cooper. “Their propensity for growth in a recession was a good sign that the company was healthy, but really the big thing was that they could give us the services that we needed and do that reliably – according to the other customers we talked to it was a reliable company when it came to quality of service – and we could do all of that with substantial financial savings.”

Where PAETEC used to simply provide MMR with basic phone and Internet service, they now provide them with their communications equipment as well as a much more comprehensive mix of communications services, including Central Office Colocation, Dynamic IP SIP Trunking, Managed Router Support, MPLS VPN, and Toll-Free.

PAETEC SAVES EMERGENCY MEDICAL RESPONSE COMPANY

“We’re recognizing a significant cost reduction of about \$60,000 a year from what we were paying previously for data and voice communications across the company.”

Jay Cooper

*Director of Ancillary Services
Mobile Medical Response*

The Benefit

As the only network service provider that manufactures its own IP-based phone systems, PAETEC has the unique ability to offer businesses a bundle offering of voice, data, and equipment – all on one monthly bill. Structured as a rental program, PAETEC’s IP Simple program enables businesses to upgrade to new equipment company-wide with little to no capital expenditure while also consolidating their multiple IT vendors to a single point-of-contact.

IP Simple proved to be one of the biggest draws to PAETEC for MMR. “Renting equipment in the world of technology just seems to make sense these days,” said Cooper. “When you purchase equipment you end up with equipment that’s obsolete very quickly – oftentimes before it’s even installed – so renting made a lot more sense. IP Simple allowed us to not have to deal with the capital expense issue. We could simply roll everything into our operating expenses. All in all it was just a much better deal.”

Aside from the rental aspect of IP Simple, MMR has also benefited from the fact that they now utilize only one supplier for both their communications equipment and services. “The good thing is we only have to call one person and we can get things fixed,” said Cooper.

While renting their communications equipment has helped MMR save a good deal of money, simply switching to PAETEC services has brought them



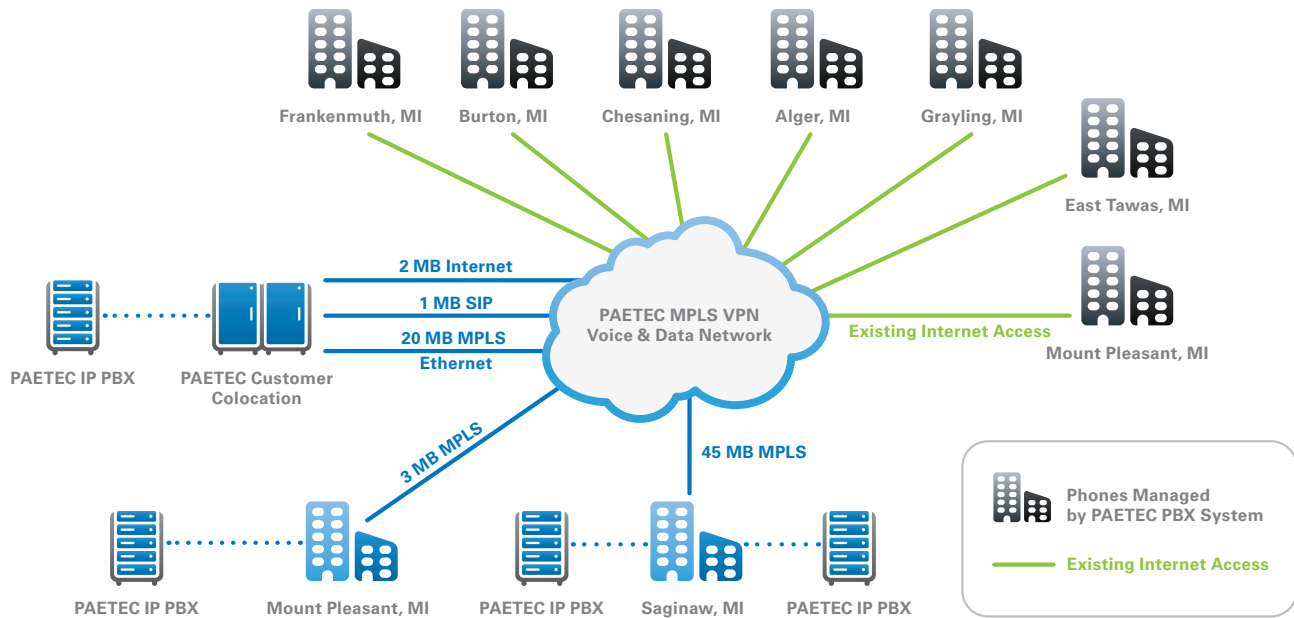
Jay Cooper

*Director of Ancillary Services
Mobile Medical Response*

significant price savings as well. “The whole premise for moving everything to PAETEC was really cost reduction,” said Cooper. “We’re recognizing a significant cost reduction of about \$60,000 a year from what we were paying previously for data and voice communications across the company.”

“We’re very happy with it,” added Cooper. “When we call PAETEC, we get questions answered and we get people working on our issues. Even if we’re calling for new services, they’re always there. They bring a full team, they ask questions, and they probe to make sure that we know what we’re asking for.”

PAETEC SAVES EMERGENCY MEDICAL RESPONSE COMPANY



Cooper has been so pleased with PAETEC that he never hesitates to pass along a strong referral. "I tell other businesses that they need to look at PAETEC seriously," said Cooper. "I tell them PAETEC will more than likely be able to save them money, and that they'll be happy

with PAETEC on the customer service and quality of service side. I really haven't found a downside to the organization at all, and that's what I tell people. It's been a very good relationship."

Solution Personalized for Mobile Medical Response:

-  **Business Continuity Solutions**
 - Dynamic IP SIP Trunking
-  **Communications Solutions**
 - Central Office Colocation
 - Internet
 - Toll-Free
-  **Financing Solutions**
 - IP Simple
-  **Managed Services Solutions**
 - Managed Router Support
-  **Security Solutions**
 - MPLS VPN

About PAETEC

PAETEC (NASDAQ GS: PAET) is personalizing communications for business-class customers across the United States. We offer a comprehensive suite of data, voice, and IP services, as well as enterprise communications management software, network security solutions, CPE, and managed services.

Contact Us

877.472.3832 • www.paetec.com • info@paetec.com

Genoa Twp POTS list

GENOA/OCEOLA - BLUE O/P - RED L/E - GREEN

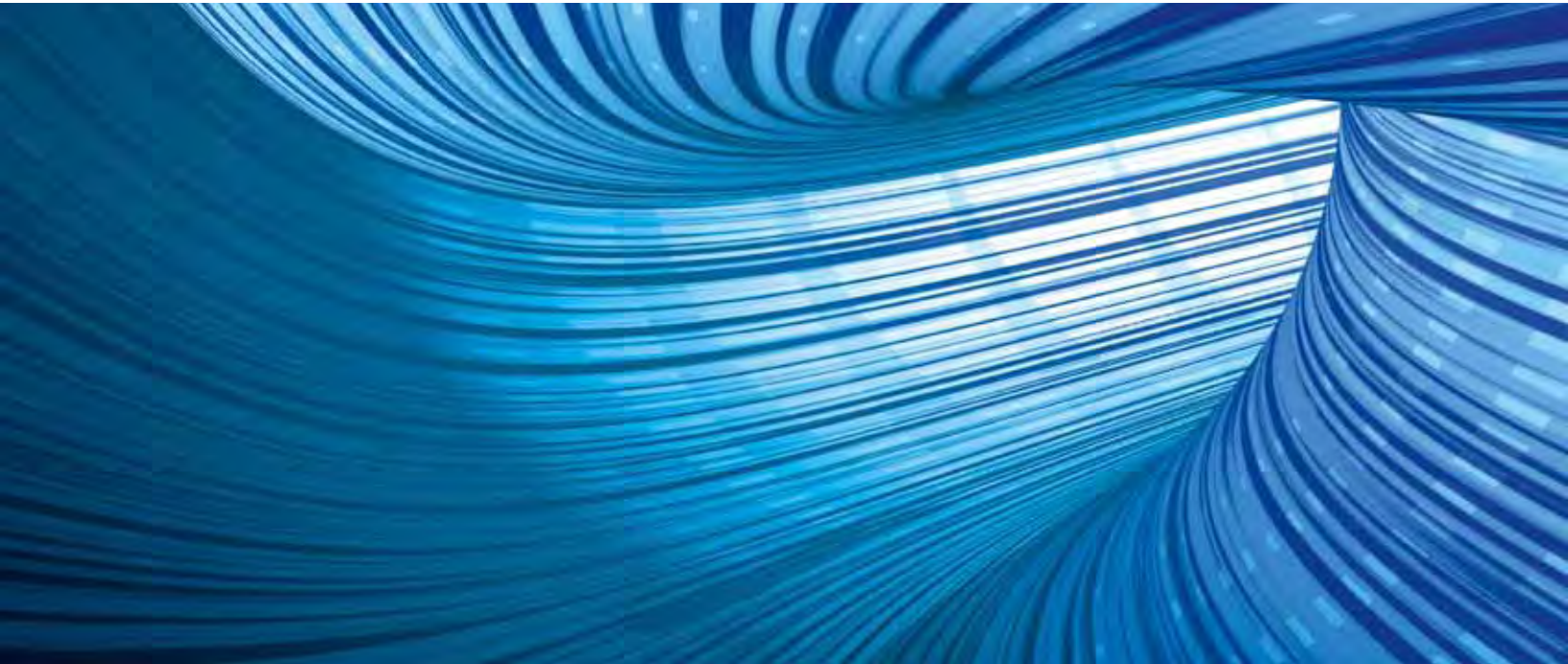
Lines that are accounted for on Bills
 Lines that are not accounted for on Bills are not highlighted
 Lines found on bills but not accounted for on spreadsheet

STA	ADDRESS	City	Zip	State	DTE Meter #	PHONE
5	2172 Grand River Ave	Howell	48843	MI	DE 8988837	(517) 546-9782
6	1324 Boulevard (Sunrise Main)	Howell	48843	MI	DE 8021742	(517) 548-0060
7	1131 Grand Oaks Dr.	Howell	48843	MI	DE 8044261	(517) 546-8056
8	907 Sunrise Park Dr.	Howell	48843	MI	DE 2416089	(517) 548-4505
9	5193 Grand River Ave	Howell	48843	MI	DE 8045657	(517) 548-7076
10	1713 Hughes Drive	Howell	48843	MI	DE 8047196	(517) 546-2587
11	1409 Hughes Drive	Howell	48843	MI	DE 8047188	(517) 546-9310
12	755 Palms	Howell	48843	MI	DE 8047019	(517) 548-7069
13	1250 Butler	Howell	48843	MI	DE 8002911	(517) 546-0990
14	900 Victory Dr.	Howell	48843	MI	DE 8031936	(517) 552-0420
15	275 Cheyenne Tr.	Howell	48843	MI	DE 5691499	(517) 548-9964
16	251 S. Latson Rd.	Howell	48843	MI	DE 8047115	(517) 552-9979
17	2200 Hickory Hills Blvd.	Howell	48843	MI	DE 8021661	(517) 545-4024
18	580 Lakeside (Black Oaks)	Howell	48843	MI	DE 3676082	(517) 546-7776
19	725 Pathway	Howell	48843	MI	DE 3676112	(517) 546-6909
20	860 Pathway	Howell	48843	MI	DE 4627181	(517) 546-5212
21	1130 Chemung Dr.	Howell	48843	MI	DE 3676129	(517) 546-4470
22	1614 S. Hughes Dr.	Howell	48843	MI	DE 3676140	(517) 546-6291
23	5781 Glen Echo Dr.	Howell	48843	MI	DE 9941842	(517) 548-7077
24	5725 Long Pointe	Howell	48843	MI	DE 3676128	(517) 548-7072
25	5471 Wildwood Dr.	Howell	48843	MI	DE 3676089	(517) 548-7073
26	3752 Cleary Dr.	Howell	48843	MI	DE 9867836	(517) 546-5014
27	615 Sunrise Park	Howell	48843	MI	DE 2434711	(517) 548-7117
28	719 Sunrise Park	Howell	48843	MI	DE 2428523	(517) 548-7116
29	1167 Sunrise Park	Howell	48843	MI	DE 2434749	(517) 548-7115
30	1237 Sunrise Park	Howell	48843	MI	DE 2434684	(517) 548-7114
31	288 Harvard	Howell	48843	MI	DE 2428462	(517) 548-7113
32	494 Chicago	Howell	48843	MI	DE 2428463	(517) 548-2539
33	614 Indiana Dr.	Howell	48843	MI	DE 2434726	(517) 548-7112
34	674 Indiana Dr.	Howell	48843	MI	DE 2428461	(517) 548-1956
35	1839 N. Eager	Howell	48843	MI	DE 7473846	(517) 552-9209
36	2528 Columbine Dr.	Howell	48843	MI	DE 4672373	(517) 552-9896
37	3651 Snowden Lane	Howell	48843	MI	DE 4653618	(517) 548-7404
38	1551 Hughes Rd.	Howell	48843	MI	DE 5677282	(517) 548-0974
39	2340 Rolling Rock	Brighton	48116	MI	DE 8300429	(810) 220-5014
41	1090 Weeping Willow	Howell	48843	MI	DE 5678601	(517) 546-2139
42	3508 Woodridge Dr.	Howell	48843	MI	DE 5681741	(517) 546-9733
43	7801 Bendix	Brighton	48116	MI	DE 5680382	(810) 229-0783
44	2218 Dorr Road	Howell	48843	MI	DE 8101099	(517) 545-1368
45	3421 Marshview Ct.	Howell	48843	MI	DE 3657150	(517) 552-9075
47	3477 Bigelow	Howell	48843	MI	DE 5683114	(517) 552-9169
48	1262 N. Latson	Howell	48843	MI	DE 9407077	(517) 552-9133
49	381 N. Latson	Howell	48843	MI	DE 9411813	(517) 552-9128
50	4125 Crooked Lake	Howell	48843	MI	DE 8104691	(517) 552-1449
54	4505 Oak Pointe	Brighton	48116	MI	DE 8047065	(810) 229-9228
55	4531 Brighton Rd.	Brighton	48116	MI	DE 8029321	(810) 229-8483
56	4386 Filbert	Brighton	48116	MI	DE 8046985	(810) 220-2840
57	5497 Sharp Drive	Howell	48843	MI	DE 8100709	(517) 552-1452
58	3477 Lakewood Shore Dr.	Howell	48843	MI	DE 9502323	(517) 540-0195
59	3684 Honors Way	Brighton	48116	MI	DE 4743356	(810) 225-8617
60	4610 Clifford Road	Brighton	48116	MI	DE 8300378	(810) 225-8624
61	5108 Verailles Rd.	Brighton	48116	MI	DE 5681748	(810) 225-8637
62	Cortland Condos	Howell	48843	MI	DE 5683108	(517) 552-0012
63	1726 Genoa Woods Circle	Howell	48843	MI	DE 5689385	(517) 548-9610
67	2740 Breckenridge	Brighton	48116	MI	DE 8036875	(810) 229-6945
68	7985 Collingwood	Brighton	48116	MI	DE 8047037	(810) 220-3260
69	1315 Chilson Fire Station	Howell	48843	MI	DE 9404203	(517) 552-3024
	5025 Club Dr	Brighton	48116	MI		(810)-227-9730
	4981 Brighton Rd	Brighton	48116	MI		(810)-229-2761
	5269 Pentwater	Howell	48843	MI		(517)-545-1043
	2152 INDUSTRIAL DRIVE	Howell	48843	MI		(517)-545-9124
	3717 High Hillcrest	Howell	48843	MI		(517)-552-9291
	1500 Butler rd	Howell	48843	MI		(517)-552-9261
	3650 Austin Ct	Howell	48843	MI		(517)-552-8529
	3750 Cleary Dr	Howell	48843	MI		(517)-552-8739
	1139 Eager Rd	Howell	48843	MI		(517)-546-7717
	1191 Austin Ct	Howell	48843	MI		5175528529
	3650 Austin Ct	Howell	48843	MI		5175528529
	4288 norton rd	Howell	48843	MI		5175455697

517-546-2260
 517-546-3869
 517-545-1378
 517-545-1339
 517-545-1669
 517-545-4024
 517-548-2784

DYNAMIC IP SIP TRUNKS

personalizing business communications



WHAT IS SIP TRUNKING?

PAETEC's Dynamic IP service offers you the ability to optimize and fully integrate your voice, Internet, and WAN (Private IP) needs on a single network – enabling data and voice services to share all bandwidth with no artificial business line limitations. The PAETEC Dynamic IP suite of products offers several flexible and affordable options which allow you to maximize the features and reduce the costs associated with your on-premises IP network. Among them is Dynamic IP SIP Trunking.



COMMUNICATIONS



BUSINESS CONTINUITY



PAETEC

OPERATE YOUR BUSINESS MORE EFFICIENTLY

SIP Trunking provides a Session Initiation Protocol (SIP) interface directly to your VoIP-enabled PBX, reducing unnecessary conversions and costs. With PAETEC Dynamic IP SIP Trunking, your calls are routed over the PAETEC IP network, which is backed with Service Level Agreement guarantees. PAETEC's network gateways will automatically convert and route calls originating from or terminating to the legacy public switched telephone network (PSTN), providing a seamless VoIP/PSTN transition and elimination of on-site gateway costs.

SIP Trunking offers numerous advantages over traditional local services. For instance, SIP Trunking provides up to 48 concurrent calls on a single 1.5 Mbps delivery method – traditional PRIs provide up to only 23 calls using the same amount of bandwidth. In addition, PAETEC offers free site-to-site calling between Dynamic IP locations, eliminating the need for you to create elaborate inter-office dialing plans. Furthermore, Web-based real-time control allows for hands on management of your SIP Trunking service:

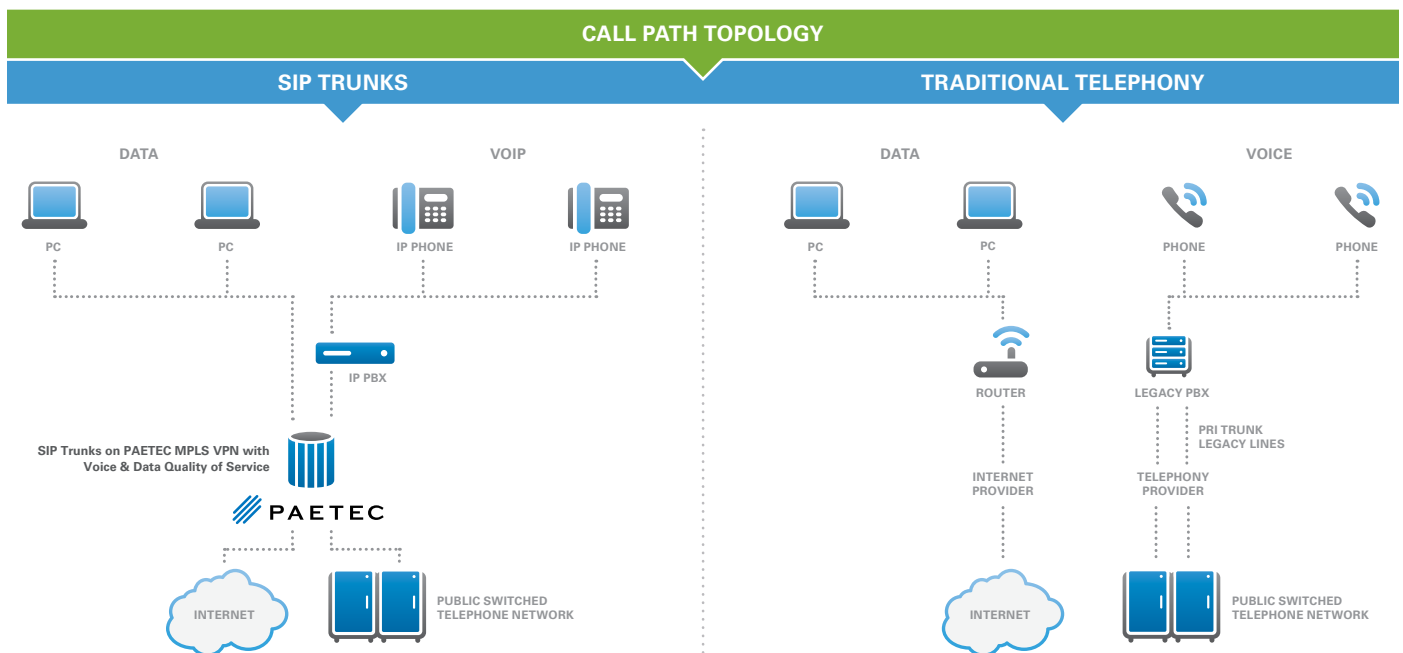
- Access automatic, easy-to-use Business Continuity options
- Change call routes on a per DID (telephone number) level in real-time
- Assign and configure features on a per DID level
- Overflow routes to handle unanticipated spikes in call volume
- Create varied access levels for control of multiple physical locations, single locations or single DIDs


DYNAMIC IP SIP TRUNKING FEATURES

All businesses today, whether large or small, have some form of voice and data needs. In fact, most could not survive without their voice and data networks. Unfortunately, these needs often vary greatly and can be extremely difficult to predict.

With PAETEC Dynamic IP SIP Trunking, businesses utilize an integrated data and voice network with dynamically allocated bandwidth, allowing for both data and voice traffic to occupy the bandwidth as needed. PAETEC Dynamic IP SIP Trunking is the ideal solution for any business that is looking to use its networks more efficiently, has unpredictable usage needs, desires converged services, or is simply interested in improved functionality of IP telephony.

PAETEC's Dynamic IP SIP Trunking service combines the ability to optimize your bandwidth with cost efficiency. Our team can assist in planning your migration to IP by offering flexible VoIP solutions with the equipment, access, applications, and feature alternatives you need to achieve operational and capital efficiencies, as well as productivity improvement.





LEVERAGE PAETEC'S DYNAMIC IP SIP TRUNKING SERVICE TO CONSOLIDATE YOUR VOICE AND DATA USAGE:

Offers a full set of traditional voice services and features such as local and long distance calling, as well as additional optional services such as Direct Trunk Overflow, account codes, and interoffice dialing.

Converged network simplifies network management and allows you to utilize bandwidth more efficiently, providing simplicity and reduced costs as you have only one communications network to manage. Additionally, having only one network may also allow for a reduction of overall bandwidth.

PAETEC'S DYNAMIC IP SIP TRUNKS ARE PROVISIONED AS MPLS CIRCUITS WITH QUALITY OF SERVICE (QOS), OFFERING THE FOLLOWING ADVANTAGES:

Truly Dynamic Bandwidth – Allows both voice and data services to utilize the entire circuit simultaneously – bandwidth not occupied by voice calls can be utilized for Internet or secure site-to-site data.

Security and Performance – Since traffic does not ride on the public Internet, but rather on PAETEC's private, secure MPLS network, you benefit from industry leading, end-to-end QoS and low latency performance.

Quality Service – QoS allows you to prioritize your voice and data traffic according to your business needs in order to ensure the quality of your voice services.

Control – Work with PAETEC to determine how your bandwidth will be allocated. For example, voice traffic can be set to first priority, but can also be set to never occupy more than 80% of the capacity in order to ensure that there is always at least 20% bandwidth available for data services.

PAETEC's Equipment for Services (EFS) financing program helps you to obtain the CPE necessary to utilize the Dynamic IP SIP Trunking service with minimal or no capital outlay, helping to keep you within your budget.



PAETEC - MULTI-LOCATION ENVIRONMENT



WHY PAETEC DYNAMIC IP SIP TRUNKING?

PAETEC's Dynamic IP SIP Trunking service offers businesses an array of key differentiators which truly make it the ultimate choice in IP communications today:

- Nationwide Coverage** – PAETEC offers nationwide SIP Trunking coverage with service to over 70,000 unique area codes and exchanges and 83 of the top 100 metropolitan statistical areas in the nation.
- Phone System Centralization** – Through the use of Virtual Telephone Numbers (VTN), businesses can employ a single IP PBX to provide dial tone to multiple locations. VTN allows these locations to utilize local phone numbers even though their calls are being routed through an IP PBX at an alternate location.
- Award Winning** – PAETEC's SIP Trunking service received the "Most Innovative Product" award from Telephony magazine in 2008 and the "Voice Value Award" from the research firm ATLANTIC-ACM in 2009.
- Unmatched Service** – As with all PAETEC services, PAETEC Dynamic IP SIP Trunking customers will benefit from PAETEC's unmatched service and caring culture.

Business Continuity – PAETEC's Dynamic IP SIP Trunking service offers a multitude of features to support business continuity, and as long as they are forwarded to other PAETEC Dynamic IP SIP Trunking locations, these features will never incur long distance charges – even if forwarded across the country. They include:

- Destination Unreachable** – Automatically forwards a trunk group to an alternate trunk group or individual telephone number when an outage is detected.
- Capacity Overflow** – Automatically overflows additional incoming calls to preset alternate locations when all call paths to a location are occupied, protecting you during unanticipated spikes in call volume.
- Web-Based Call Forward Always** – Log into our PAETEC Online portal and manually redirect traffic to an alternate phone number.

www.paetec.com
877.472.3832

1684351

Our commitment

PAETEC delivers on the promise of VoIP telephony for businesses by overcoming the daunting price and functionality obstacles of other suppliers.

Up to now, competitive product offerings have not made VoIP systems a realistic option for many businesses — they're too expensive, they lack the full features of traditional systems and they're too complex to install and use.

PAETEC has changed all that — with total communication solutions that break all the industry rules on price, functionality and ease-of-use.

The PAETEC product family eliminates the compromises that businesses have had to make when transitioning to VoIP technology — offering all of VoIP's benefits, without losing any of the traditional phone features you enjoy.

There's no compromising for our customers!



How is PAETEC different?

PAETEC has always focused on offering businesses communications without compromise. That's why our differences count in ways that are most important to you:

No compromising on features

The PAETEC system is the only analog, digital, or VoIP network solution with a complete set of features designed exclusively for business. Movement to this system can be accomplished with absolutely no disruption to your business. You get all the features you have now ... plus many, many more.

It's got to be easy

Whether you are installing a single site or linking multiple offices and remote users, no other system comes close to the simplicity and speed of a PAETEC installation. And the simplicity doesn't end there. Our intuitive interface makes the PAETEC system the easiest system to use and administer.

Move at your own pace

New technology can be daunting. That's why PAETEC gives you the largest set of traditional telephone capabilities of any VoIP solution in its class! Now you can simultaneously use both analog and VoIP phone connections as you control the pace of your transition to new technology. When you are ready to take advantage of VoIP, you can do so seamlessly without disrupting your business operations.

More savings for you

PAETEC provides the absolute lowest installed cost of any fully-featured VoIP system and PC network, while delivering significant monthly savings for on-going communication costs.

PAETEC Systems — the only right choice

The PAETEC system is a state-of-the-art communications system that integrates three essential business operations into one simple system — a feature-rich **phone system**, advanced **IP phones** and powerful **software features** that can substantially improve your company's productivity while saving you on-going monthly costs. The dual T1/PRI capability of the 48x provides more cost savings and reliability than any other competitor in the industry — and then some.

Feature comparison

Feature	PAETEC 48x	PAETEC 6x
PHONE SYSTEM		
Number of Users	48 (up to 250 with Feature Key) ^{2,3}	30 (up to 60 with Feature Key) ³
Central Office lines	3 FXO ports ¹	6 FXO ports ¹
T1	Integrated NFAS and Dual PRI and RBS support	N/A
Extensions	96 (up to 500 with Feature Key) ³	60 (up to 120 with Feature Key) ³
Analog phones	5 FXS ports ¹	2 FXS ports ¹
PBX and Key System	Standard	Standard
VoIP with SIP Trunks	SIP 2.0	SIP 2.0
Multi-site²	100 sites	100 sites
Voicemail	16-port voicemail	8-port voicemail
Customized call routing	Standard (mix of traditional / ITSP)	Standard (mix of traditional / ITSP)
Remote users	Supported with PAETEC phones	Supported with PAETEC phones
Presence management	7 settings per user with 7 voicemail greetings	7 settings per user with 7 voicemail greetings
Auto attendants	9 unique Auto Attendants	9 unique Auto Attendants
Conference calling	Four (4) 30-seat conference bridges; 3-way conference for each PAETEC phone ^{1,5}	One (1) 8-seat conference bridge; 3-way conference for each PAETEC phone ⁴
Door relay	Included	Included
Paging zones	10 customizable paging zones	10 customizable paging zones
TAPI compliant³	All PAETEC phones	All PAETEC phones
NETWORK		
Storage	Solid state drive	Compact Flash
WAN/Internet access	5 modes: LAN host, Router, NAT/Firewall, NAT/Firewall with DMZ, NAT/Firewall with Stealth DMZ	5 modes: LAN host, Router, NAT/Firewall, NAT/Firewall with DMZ, NAT/Firewall with Stealth DMZ
Firewall SPI security	Stateful Packet Inspection	Stateful Packet Inspection
Unified messaging	Included	Included
Network integration	Ethernet LAN, WAN, T1, PPPoE	Ethernet LAN, WAN, T1, PPPoE
Automatic backup	Supported with OfficeSafe™	Supported with OfficeSafe™
Port forwarding	Standard	Standard
Website hosting	Internet / Intranet Sites	Internet / Intranet Sites
T1 data connection	Integrated T1 line	N/A
Network install tools	DHCP Server Discovery, Trace Route	DHCP Server Discovery, Trace Route
SOFTWARE FEATURES³		
Automatic Call Distribution	10 queues; 32 total calls in all queues	10 queues; 16 total calls in all queues
Call Assistant	Supported	Supported
Conference Center	Supported	Supported
Advanced Multi-site	Supported	Supported
Mobile Link	Supported	Supported
VPN	Supported	Supported
Dual Language Support	English, Castilian Spanish and French Canadian	English, Castilian Spanish and French Canadian

1. Expandable via PAETEC Px 6/2 Expander.
2. Expandable to 100, 150, 200 & 250 via Feature Keys.
3. Sold as an option.

4. PAETEC 9204 IP Phone can support 4-way conferencing when run on System Software 7.2 and beyond.
5. Limited to 60 users across all 4 bridges.

Call us at **877.205.0956** and we'll help you select the right solution for your business.

PAETEC Family of Products



Award-winning phone systems for businesses

Whether your business has 10 employees at a single site or hundreds of employees at multiple sites, traditional phones lines, VoIP lines, T1 or T1/PRI, PAETEC has a solution designed with your business in mind.

1

Phone Systems

- Full PBX & Key System
- Presence Management
- Multi-site Integration
- Unified Messaging
- Voice Over Internet

2

IP Phones

- Customizable Features
- High-Fidelity Voice
- Powerful Conferencing
- Connect Anywhere
- Built to Last

3

Software Features

- Call Assistant™
- Automatic Call Distribution
- Conference Center™
- Advanced Multi-Site
- Dual Language Support



www.paetec.com



www.paetec.com

PAETEC — The market leader of voice and data solutions for today and tomorrow!

PAETEC is the only solution that combines the features, reliability and price point of traditional systems with the benefits of VoIP. Join the tens of thousands of customers that have already made the smooth and risk-free transition to VoIP with PAETEC.

▶ Phone Systems



- PAETEC 48x**
- ▶ Designed for companies of up to 250 employees per site
 - ▶ Works with traditional CO lines and SIP Trunks
 - ▶ Two fully integrated T1/PRI interfaces



- PAETEC 6x**
- ▶ Designed for companies of up to 60 employees per site
 - ▶ Works with traditional CO lines and SIP Trunks



- PAETEC Px 6/2 Expander**
- ▶ Plug-and-play solution that allows businesses to connect extra traditional phone lines to their PAETEC System
 - ▶ Provides six FXO ports and two FXS ports per Px Expander unit
 - ▶ Up to three Px 6/2 Expander units can be connected per PAETEC 6x or 48x system

▶ IP Phones



- PAETEC 9224**
- ▶ Sophisticated, flexible top-of-the-line phone
 - ▶ 24 programmable function keys — expandable up to 96
 - ▶ Huge and easy-to-read 192 x 64 graphical backlit display
 - ▶ Ideal remote phone — take the phone wherever you go and the features stay the same
 - ▶ Includes a High-Fidelity Voice Handset, hands-free speakerphone, built-in headset connectivity and an integrated Ethernet Switch



- PAETEC 9212**
- ▶ Perfect for employees who make or receive a high volume of calls
 - ▶ 12 programmable function keys
 - ▶ Supports multiple telephone lines
 - ▶ Includes a High-Fidelity Voice Handset, hands-free speakerphone, built-in headset connectivity and an integrated Ethernet Switch

- PAETEC Tx 92/24 Expander**
- ▶ Simple plug-and-play configuration with automatic detection by the 9224
 - ▶ Connect up to three Expanders for an additional 24, 48, or 72 programmable function keys
 - ▶ Powered directly from the 9224 phone, no additional power sources are necessary

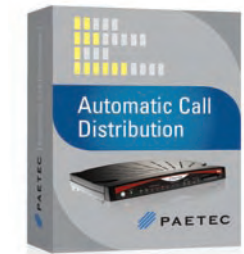


- PAETEC 9204**
- ▶ Sleek, compact design that is easy to use
 - ▶ 4 programmable function keys
 - ▶ Huge and easy-to-read 192 x 64 graphical backlit display
 - ▶ Full-duplex speakerphone

▶ Optional Software Features



- Call Assistant™**
- PC-based attendant console
 - Easy-to-use graphical user interface
 - Compatible with any PAETEC phone
 - “Drag-and-drop” capability
 - Displays incoming calls, outside lines, phone status for all users and much more
 - Record calls with the click of a button
 - Call History tab displays outgoing and incoming calls and allows one-click redial
 - TAPI for outbound dialing and inbound screen pops³
 - Available to every user with a PAETEC phone



- Automatic Call Distribution**
- Full Automated Call Distribution (ACD) system for distributing incoming calls
 - Up to ten simultaneous queues with 16 callers (PAETEC 6x) or 32 callers (PAETEC 48x) in all queues
 - Distribute calls in ring all, linear priority, round robin, or longest idle modes
 - Monitor real-time queue statistics
 - Supervisor statistics by individual agent
 - Manage agent productivity with flexible options
 - Remote users can answer calls in any queue



- Mobile Link**
- Support iAllworx application on Apple iPhone and iPod Touch platforms
 - Access PAETEC system from anywhere
 - View and modify conference calls
 - Check, send and manage voicemails
 - View and modify presence setting
 - Employee directory



- Conference Center™**
- Set up conference calls 24/7
 - Secure conferencing — ID and Password protection
 - Centralized scheduling and management of conference calls
 - Full administrative view of users and their scheduled conferences
 - Easy-to-use graphic user interface
 - Seamless integration with PAETEC systems and phones
 - Create recurring conference calls as needed

Feature comparison

Feature	9224	9212	9204
Adjustable stand — wall mount	•	•	•
Backlit screen	•	•	•
Call history/Missed calls — list of all incoming calls	•	•	•
Caller ID — see who is calling before answering	•	•	•
Call waiting — displays caller information on LCD	•	•	•
Conference call button — up to three callers	•	•	•
Distinctive ring types — distinguishes different types of calls	•	•	•
Do Not Disturb button — eliminates interruptions	•	•	•
High-Fidelity Voice Handset — rich, vibrant audio	•	•	•
Hold and Park buttons	•	•	•
Info button — accesses on-screen help	•	•	•
Intercom button — connects to other extensions	•	•	•
Maximum number of call appearances per phone	24 ¹	12	4
Multiple voicemail indicators — monitor messages for others	•	•	•
Mute button	•	•	•
One Touch Day & Night Mode	•	•	•
Power over Ethernet	•	•	•
Programmable Function Keys — makes your phone unique	24 ¹	12	4
Redial — call back with a single touch	•	•	•
Release button — relinquishes line without hanging up	•	•	•
RJ-11 headset port	•	•	•
Speakerphone — Full-duplex	•	•	•
Speakerphone button — activates microphone and speaker	•	•	•
TAPI support — integrates phone and computer ³	•	•	•
Transfer call button	•	•	•
Visual ring indicator	•	•	•

¹ Expandable to 48, 72 or 96. ³ 9204 can support up to four callers when run on System Software 7.2 and beyond.



- Advanced Multi-Site**
- Extends powerful system features across multiple PAETEC sites
 - Global call routes include handsets at other sites
 - Monitor status of handsets from other sites via busy lamps
 - Global directory across all sites
 - Unified voicemail across all sites
 - Additional Auto Attendant flexibility
 - Real-time monitoring with failover



- Virtual Private Network (VPN)**
- VPN (Virtual Private Network) — PPTP (Point-to-Point Tunneling Protocol) security
 - PPTP-based VPN for up to 16 simultaneous users
 - One VPN license comes standard for the system administrator
 - Access PAETEC remotely via VPN and get full functionality (email, directory, etc.)



- Dual Language Support**
- Provide voice prompts in two of the three offered languages — English, Castilian Spanish and French Canadian
 - Configure system based on employees' and customers' preferred languages

FINANCING SOLUTIONS

personalizing business communications



WHAT ARE FINANCING SOLUTIONS FROM PAETEC?

PAETEC’s innovative equipment and software Financing Solutions are designed to help your organization keep up – or get ahead – while staying on budget, all with one simple monthly invoice.

WHAT KEY BUSINESS NEEDS CAN PAETEC'S FINANCING SOLUTIONS ADDRESS?

MINIMIZE CAPITAL EXPENDITURES & REMAIN WITHIN BUDGET

Maintaining fiscal restraint is now more imperative than ever. Fortunately, PAETEC can help you acquire the communications technology you need without significantly adding to your financial burden.

RETAIN CONTROL OF EQUIPMENT & SOFTWARE

When you're unable to invest in telecom equipment, PAETEC provides several innovative options. Our special financing programs allow you to utilize and own the latest communications solutions.

KEEP UP WITH THE LATEST TECHNOLOGY

A limited budget doesn't have to mean limiting your purchases of new communications equipment and software. PAETEC can help you ensure that your organization has the resources it needs.

MAINTAIN VENDOR CHOICE

When it comes to communications, there are no "one size fits all" solutions. PAETEC's financing solutions allow you to work with whichever vendors you choose. We currently work with over 800 leading technology providers such as Avaya, Cisco Systems, and Alcatel-Lucent. Plus, you can even take advantage of IP PBX systems from PAETEC.

SIMPLIFY COMMUNICATIONS-RELATED ACCOUNTING

Having to deal with multiple invoices for your communications services and equipment is complicated and time-consuming. Partnering with PAETEC simplifies things by consolidating all of your communications charges, including equipment and software, on one invoice.



WHAT MAKES PAETEC'S FINANCING SOLUTIONS SO INNOVATIVE?

OUR EQUIPMENT FOR SERVICES (EFS) PROGRAM

EFS is a profit-sharing mechanism that lets you use a portion of the money you spend on PAETEC network services to subsidize new equipment purchases. You can then acquire the latest equipment with minimal or no capital outlay.

EFS doesn't limit you to strictly financing communications equipment like PBXs, routers, or business phone systems. You can use EFS to help acquire almost any office equipment, including copiers, computers, printers, and even office furniture.

OUR SOFTWARE FOR SERVICES (SFS) PROGRAM

PAETEC's SFS financing program operates in much the same way as our EFS program, allowing you to take advantage of the latest business-productivity software without making a large capital expenditure.

While many of our customers use SFS to acquire our incredibly powerful PINNACLE Online and PINNACLE Communications Management suites, SFS financing can also be used to offset the cost of other software, such as office, engineering, or technical design programs.

OUR EQUIPMENT RENTAL PROGRAM & MANAGED ROUTER SUPPORT SERVICES

With PAETEC's Equipment Rental Program, you can deploy the latest equipment from leading technology providers, such as Cisco and ADTRAN, while staying within budget. Plus, through our Managed Router Support Services, we offer full configuration, management, and monitoring of your network, providing total peace of mind.

- PAETEC's **Equipment Rental Program** helps you acquire equipment that has been tested and certified to operate properly
- PAETEC's **Managed Router Support Services** let you choose from three different product options based on your unique requirements: Router Ping Monitoring, Router Configuration, or Advanced Managed Router

"Equipment for Services has helped us many times to get things that normally we couldn't have acquired."

Aaron Fitzgibbons
Director of Technology
Bishop Guerton High School

OUR IP SIMPLE PROGRAM

Is your business looking for ways to reduce expenditures, while maintaining a competitive edge? Now, you can rent your voice, data, and phone system all from one company and future-proof your communications!

PAETEC's Network Services and IP Phone Systems are an all-in-one communications powerhouse integrating feature-rich phone systems, advanced IP phones, and powerful software features that can substantially improve your company's productivity while saving you on-going monthly costs.

- PAETEC IP Simple is billed as a rental program, which means your business can acquire state-of-the-art equipment with no capital expenditure and an affordable monthly rental cost
- PAETEC's Managed Services can support your communications needs from the communications closet to the desktop



WHY CHOOSE PAETEC'S FINANCING SOLUTIONS FOR YOUR BUSINESS?

- Consolidate the monthly billing for all your network services, equipment, and software
- Enhance your buying power to make it more affordable to upgrade to newer technologies
- Acquire a personalized communications solution to meet the unique needs of your organization with help from our knowledgeable account consultants

KEY FACTS:

- PAETEC has funded over \$90 Million in equipment and software since 1998
- Over 4,800 satisfied PAETEC customers nationwide enjoy a single provider and one invoice for all network services, equipment, software, and financing

www.paetec.com
877.472.3832

1653969

personalizing business communications



Company Name: Genoa Twp

Apples-Apples Comparison



Prepared By: Megan Dyer

Date: 6/15/11

*Proposal Valid thru 6/30/11

Proposal	Units	Monthly Charge	60 Month Term
Service Proposed DYIP Sip trunk, 74 POTS & Phone sys			
Location 2911 Dorr Rd., Brighton, MI 48116			
DYIP SIP; Voice, Internet 1.5 Meg connection Unlimited local calling 60 DIDs 2000 Long Distance Minutes	1	\$ 677.92	\$ 677.92 *PAETEC supplied and managed router
Toll Free	1	\$ 4.95	\$ 4.95
Business Advantage Lines (POTS)	74	\$ 23.00	\$ 1,702.00
			\$ -
Location Network Total			\$ 2,384.87 per month

Allworx IP Phone system	60 mo. Term Purchase	\$384.42
PAETEC Subsidy for Allworx		\$ (159.42)
Genoa's Total Monthly payment for IP system		\$235.00

Grand Total Monthly invoice from PAETEC	
Network Services with Phone System	\$2,619.87

* Additional Surcharges and taxes will apply

* Unlimited local calling + 2000 LD minutes are included with services

Quote includes Complete Phone System Purchase



PAETEC

Lease Summary for



Term = 60 Months

Total Equipment Cost = \$16,845.69

Total Lease Amount = \$384.42 x 60 Months = \$23,065.20

Customer Net Monthly Lease Payment = \$235.00 x 60 Months = **\$14,100.00**

Total Lease Amount = \$23,065.20

PAETEC Equipment Quote = \$16,845.69

PAETEC Subsidy Credit = \$159.42 x 60 Months = \$9,565.20

Benefit to Customer: 100% of FINANCE charges are covered and 16.30% of actual equipment costs subsidized. All services on 1 easy invoice.

\$ 384.42 – CIT Total Gross Lease Payment
-\$ 159.42 - PAETEC Monthly Subsidy Credit
\$ 235.00 - Customer's Net Monthly Lease Payment on PAETEC Invoice



PAETEC

PAETEC Integrated Solutions Group, Inc.

30800 Telegraph Road
Bingham Farms, MI 48025

248.530.2166

michael.metcalf@paetec.com

Purchase Order Agreement

****Pricing Valid for 30 Days****

Bill To:

GENOA TOWNSHIP
ADAM VAN TASSELL
2911 DORR RD.
BRIGHTON, MI 48116

810-227-5225
810-227-3420

Ship To:

GENOA TOWNSHIP
ADAM VAN TASSELL
2911 DORR RD.
BRIGHTON, MI 48116

810-227-5225
810-227-3420

Order # ISGQ31545

Date 06.15.11

ISG Rep Michael.Metcalf

Dept.

F.O.B Factory

Terms NET 30

P.O. #

Allworx 6X with 31 VoIP Phones, 6 analog trunk lines, 2 FXS ports, SIP Trunking. End-user and admin training.

Line	Qty	Description
1		ALLWORX SERVER/SOFTWARE/MAINTENANCE
2	1	6x Phone System and Network Server for up to 30 users. Note: System is expandable up to 60 users, see options below. Includes 6 FXO ports and 2 FXS ports
3	1	Site Survey Charges for Allworx Implementation
4		
5		PAETEC IP PHONES
6	1	PAETEC branded IP phone — 12 programmable buttons (1 unit/box) w/o power supply
7	1	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
8	30	PAETEC branded IP phone — 4 programmable buttons (1 unit/box)
9	30	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
10		
11		PROFESSIONAL SERVICES
12	1	SERVICE PBX INSTALLATION, PROGRAMMING, TRAINING & DATA COLLECTION

Continued on Next Page.....

Line	Qty	Description
------	-----	-------------

Note 1: Utilization of existing cables and jacks unless otherwise agreed upon in writing.
 Sales Tax TBD
 Work required on cabling and jacks to be billed on a time and material basis after customer notification and agreement.
 Note 2: Network assessments recommended for all VoIP equipment deployments. Quality of voice can be impacted without proper infrastructure. Customer's existing data LAN vendor will continue to manage customer's data infrastructure.
 Note 3: Voice - Quality of Service can not be guaranteed outside of PAETEC's Network.
 Note 4: The switching matrix supports 10/100 Meg, not Gig to the desktop.

SubTotal	\$16,845.69
Sales Tax	TBD
Shipping	TBD
Total	\$16,845.69

Accepted by Customer	
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

Accepted by PAETEC Integrated Solutions Group, Inc.	
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

Required Purchase Information	
PAETEC shall not process any Purchase Order Agreement without the Customer's signature below verifying the transaction type of the Products ordered from PAETEC:	
Cash Purchase:	_____ EFS Lease: _____ Direct Lease: _____
Any Purchase Order Agreement involving either an EFS Lease or a Direct Lease requires Customer to execute a separate Lease Agreement and provide to PAETEC the valid credit and order confirmation from the Customer's leasing organization.	
Any Purchase Order Agreement involving a cash purchase transaction is subject to credit verification before the Customer's Order can be processed.	

There are additional Terms and Conditions applicable to the Products you purchased provided at www.paetec.com/notice/terms.html that are incorporated into and form a binding part of this Agreement.

Purchase Order Agreement Terms & Conditions

1. **Scope.** This Purchase Order Agreement (Agreement or Order) applies to all of the Products you have ordered from PAETEC as listed above. Additional Terms and Conditions applicable to the Products you have ordered are provided at www.paetec.com/notice/terms.html and are incorporated into and form a binding part of this Agreement.
2. **Price.** Customer agrees to pay in full all amounts due hereunder within thirty (30) days of the invoice date. Late Payment Charges will be billed at 1.5% per month of the overdue amount or the maximum lawful rate allowable, whichever is less. Customer agrees to pay all reasonable costs and expenses, including but not limited to, reasonable attorney fees, expenses, court costs and service charges, incurred by PAETEC in collecting any late payment. Customer also agrees to pay all applicable handling charges, interest charges, shipping charges, insurance charges, cancellation fees, or restocking charges, or any applicable sales, use, value added or privilege tax imposed on the sale or use of the Products ordered from PAETEC, all of which may be additionally invoiced to Customer. If Customer has provided PAETEC with a valid exemption certificate, PAETEC shall not invoice Customer for any applicable federal or state sales, use, value added or privileged tax. Exemption certificates not supplied in advance of the Customer Order will result in PAETEC invoicing Customer for the applicable taxes and transferring payment to the appropriate taxing authority. Tax Exemption certificates and updates may be sent to: 6000 Irwin Road, Mount Laurel, NJ 08056.
3. **Cancellation Policy.**
 - (a) **Pre-Shipping.** If Customer cancels any portion of its Order prior to the shipment date, Customer agrees to pay PAETEC a liquidated damage (not a penalty) totaling fifteen (15%) of the cancelled Order amount, plus any Cancellation Fee and/or Restocking Fee imposed on PAETEC by the applicable equipment manufacturer.
 - (b) **Post-Shipping of Product Before Installation.** If Customer cancels any portion of its Order after shipment has occurred but before installation, Customer shall receive a credit for the invoice amount of the cancelled portion of its Order minus (a) a liquidated damage (not a penalty) totaling fifteen percent (15%) of the invoice amount related to the cancelled portion of its Order, minus (b) any Restocking Fee or Cancellation Charge imposed on PAETEC by the applicable Product manufacturer, minus (c) all applicable shipping costs (original and return shipping costs).
 - (c) **Post-shipping of Product After Installation.** If Customer cancels any portion of its Order after shipment and installation have occurred, Customer shall not be entitled under any circumstances to receive a credit on the return of any Product to PAETEC.
4. **Title; Risk of Loss and Security Interest.** Title to equipment ordered by Customer shall pass to Customer upon payment in full of all invoiced amounts. Until PAETEC receives the full invoiced amount due hereunder from Customer, Customer grants to PAETEC a continuing purchase money security interest in the Products ordered under this Agreement, and Customer agrees to support PAETEC in the perfection of such security interest. Risk of loss or damage to the equipment ordered by Customer shall pass from PAETEC to Customer upon initial delivery by PAETEC or its suppliers to the delivery carrier ("FOB origin"). Unless Customer requests a different mode of transport, PAETEC will normally ship all Products to Customer by surface freight. Customer agrees to pay all transportation, handling, insurance and associated charges, including but not limited to, additional charges for non-standard shipment. PAETEC shall use commercially reasonable efforts to meet Customer's requested delivery dates, but PAETEC does not guarantee delivery dates. Customer shall be solely responsible to coordinate all delivery arrangement required to comply with project schedule dates.
5. **Delivery.** Customer agrees, at its sole expense, to provide the proper environment and the electrical and telecommunications connections for the Products ordered from PAETEC. Customer is solely responsible for correcting any hazardous conditions that may adversely affect PAETEC personnel or the Products. PAETEC shall use commercially reasonable efforts to begin equipment delivery prior to the Scheduled Installation Date as set forth above. If PAETEC is unable to complete delivery and installation within sixty (60) days of the Scheduled Installation Date, solely for reasons beyond Customer's control or due to force majeure, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING A "CANCELLATION FEE" OR "RESTOCKING FEE," AND PAETEC SHALL RETURN TO CUSTOMER ANY AMOUNTS PREPAID BY THE CUSTOMER TO PAETEC FOR THE PRODUCTS. In such an event, PAETEC shall pay all applicable shipping charges to have the equipment returned to PAETEC. If Customer is unable or unwilling to schedule or accept delivery or installation on the date PAETEC tenders delivery or installation, PAETEC shall have the right to initiate billing for the amounts due hereunder as of the date delivery or installation was tendered. Product prices and service charges are subject to change at PAETEC's sole discretion if Customer delays delivery or installation by more than thirty (30) days.
6. **Installation and Configuration.** If applicable, PAETEC will provide installation and configuration services purchased by the Customer as described in the Order listed above.
7. **WARRANTIES/DISCLAIMER.** NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PAETEC DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, OR OTHER MATERIALS OR INFORMATION PROVIDED BY PAETEC. PAETEC WARRANTS ONLY THAT ITS SERVICES SHALL BE PERFORMED IN A TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER BY QUALIFIED PERSONNEL. IF SERVICES ARE NOT PERFORMED AS WARRANTED AND CUSTOMER NOTIFIES PAETEC IN WRITING WITHIN 30 DAYS, CUSTOMER'S EXCLUSIVE REMEDY IS THAT PAETEC WILL RE-PERFORM THE NON-CONFIRMING SERVICES. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER IS AS SET FORTH IN THE LIMITED WARRANTY DELIVERED WITH THE PRODUCTS FROM THE EQUIPMENT MANUFACTURER. THESE WARRANTIES AND LIMITATIONS FROM THE EQUIPMENT MANUFACTURER ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND SOLE REMEDIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT AND SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.
8. **LIMITATION OF LIABILITY.** EXCEPT AS PROVIDED BELOW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF PAETEC, ITS AFFILIATES, SUBSIDIARIES AND SUPPLIERS FOR ANY CLAIMS, LOSSES OR DAMAGES OF WHATEVER NATURE (INCLUDING ACTS OR OMISSIONS OF THIRD PARTIES) SHALL NOT EXCEED THE LESSER OF: (A) THE SPECIFIC REMEDY, IF ANY, PROVIDED IN THIS AGREEMENT OR (B) IF THIS AGREEMENT DOES NOT PROVIDE A SPECIFIC REMEDY, THE DIRECT PROVEN DAMAGES IN AN AMOUNT NOT TO EXCEED THE MONEY PAID BY CUSTOMER TO PAETEC FOR THE EQUIPMENT THAT DIRECTLY GIVES RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR PERSONAL INJURY PROVEN TO HAVE BEEN DIRECTLY CAUSED BY PAETEC'S SOLE NEGLIGENCE, PAETEC'S LIABILITY SHALL BE LIMITED TO PROVEN DAMAGES TO THE PERSON. IN NO EVENT SHALL PAETEC OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS OR LOST OR DAMAGED DATA, OR FOR CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE EQUIPMENT ("TOLL FRAUD"), OR FOR ANY SERVICES, OR ANY OTHER MATERIALS OR INFORMATION PAETEC PROVIDES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. FURTHERMORE, IN THE EVENT SERVICES OR ANY SERVICES ARE PROVIDED TO CUSTOMER FREE OF CHARGE, PAETEC'S TOTAL LIABILITY TO CUSTOMER WILL NOT EXCEED US\$5.00 OR ITS EQUIVALENT IN LOCAL CURRENCY. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR IN THE EVENT OF FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR FOR DEATH OR PERSONAL INJURY CAUSED BY THAT

PARTY'S NEGLIGENCE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND THE TERMINATION OF THIS AGREEMENT.

9. Miscellaneous. PAETEC and Customer agree that the terms and conditions set forth in this Agreement govern Customer's order for any equipment and services as listed on the PAETEC Order. Any other terms and conditions, preprinted or otherwise, accompanying any Customer order for the equipment or service are hereby rejected and shall have no legal effect. This Agreement is the entire agreement between the parties with respect to all equipment and services ordered from PAETEC and supersedes all prior agreements, proposals or understandings, whether written or oral. This agreement may not be amended except by subsequent written agreement signed by authorized representatives of both parties. The construction, interpretation and performance of this agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. Neither PAETEC nor the Customer will have any liability for the failure to carry out its obligations in the manner specified herein due to any circumstances beyond its reasonable control. If any provision of this agreement is declared invalid, the remaining provisions will remain in force. Modifications. Customer agrees that PAETEC may amend without notice the additional Terms and Conditions and documents posted at www.paetec.com/notice/terms.html, and such modifications will be binding on the Customer and effective upon posting.

10. Return Policy. When Customer is required to return any Product to PAETEC for warranty service, Customer agrees to obtain PAETEC's concurrence prior to returning any Product for repair or replacement and must reference any return material authorization number (RMA) issued by PAETEC on documentation accompanying such returned Product. Customer further agrees to ship the item prepaid and suitably packaged to a location designated by PAETEC. PAETEC will return to the Customer any repaired or replaced Products at PAETEC's expense. PAETEC is responsible for loss of, or damage to, Customer's Product while it is a) in PAETEC's possession or b) in transit back to Customer. Any returned Product becomes PAETEC's property and, subject to PAETEC's receipt of the exchanged Product, its replacement becomes Customer's property. The replacement Product may not be new, but will be in working order and equivalent to the item exchanged as determined in good faith by PAETEC. The warranty period for any Product described above shall be the remaining Product warranty period, if any, issued by applicable equipment manufacturer. Customer agrees to ensure that any returned Product is free of any legal obligations or restrictions that prevent its exchange and represents that all returned Products are genuine and unaltered. Additional terms and conditions of the PAETEC Return Merchandise policy are provided at www.paetec.com/notice/terms.html and form a binding part of this Agreement.

11. Time and Materials. Customer acknowledges that all Time and Material cost quotes in this Agreement are estimates. PAETEC will invoice and Customer agrees to pay PAETEC for all actual time and materials incurred to install the Products ordered by the Customer. Current PAETEC time and material rates are provided at www.paetec.com/notice/terms.html and form a binding part of this Agreement.

Company Name: Genoa Twp

Recommended Solution



PAETEC

Prepared By: Megan Dyer

Date: 6/15/11

*Proposal Valid thru 6/30/11

Proposal	Units	Monthly Charge	60 Month Term
Service Proposed DYIP Sip trunk, 74 POTS & Phone sys			
Location 2911 Dorr Rd., Brighton, MI 48116			
DYIP SIP; Voice, Internet 1.5 Meg connection 60 DIDs Unlimited local calling 2000 Long Distance minutes	1	\$ 677.92	\$ 677.92 *PAETEC supplied and managed router
Toll Free	1	\$ 4.95	\$ 4.95
Business Advantage Lines (POTS)	74	\$ 23.00	\$ 1,702.00
Location Network Total			\$ 2,384.87 per month

Allworx IP Phone system	60 Mo Term Purchase	\$515.98
PAETEC Subsidy for Allworx		\$ (165.98)

Genoa's Total Monthly payment for IP system	\$350.00
--	-----------------

Grand Total Monthly invoice from PAETEC Network Services with Phone System	\$2,734.87
--	-------------------

* Additional Surcharges and taxes will apply

* Unlimited local calling + 2000 LD minutes are included with services

Quote includes Complete Phone System Purchase



PAETEC

Lease Summary for



Term = 60 Months

Total Equipment Cost = \$22,610.69

Total Lease Amount = \$515.98 x 60 Months = \$30,958.80

Customer Net Monthly Lease Payment = \$350.00 x 60 Months = **\$21,000.00**

Total Lease Amount = \$30,958.80

PAETEC Equipment Quote = \$22,610.69

PAETEC Subsidy Credit = \$165.98 x 60 Months = \$9,958.80

Benefit to Customer: 100% of FINANCE charges are covered and 7% of actual equipment costs subsidized. All services on 1 easy invoice.

\$ 515.98 – CIT Total Gross Lease Payment
-\$ 165.98 - PAETEC Monthly Subsidy Credit
\$ 350.00 - Customer's Net Monthly Lease Payment on PAETEC Invoice



PAETEC

PAETEC Integrated Solutions Group, Inc.

30800 Telegraph Road
Bingham Farms, MI 48025
248.530.2166
michael.metcalf@paetec.com

Purchase Order Agreement

****Pricing Valid for 30 Days****

Bill To:

GENOA TOWNSHIP
ADAM VAN TASSELL
2911 DORR RD.
BRIGHTON, MI 48116

810-227-5225
810-227-3420

Ship To:

GENOA TOWNSHIP
ADAM VAN TASSELL
2911 DORR RD.
BRIGHTON, MI 48116

810-227-5225
810-227-3420

Order #	ISGQ31547
Date	06.15.11
ISG Rep	Michael.Metcalf
Dept.	
F.O.B	Factory
Terms	NET 30
P.O. #	

Allworx 6X with 31 VoIP Phones, 6 analog trunk lines, 2 FXS ports, Expansion software (31 - 60 Users), Call Assistant, SIP Trunking. Adtran POE Switch with ACES. End-user and admin training.

Line	Qty	Description
1		ALLWORX SERVER/SOFTWARE/MAINTENANCE
2	1	6x Phone System and Network Server for up to 30 users. Note: System is expandable up to 60 users, see options below. Includes 6 FXO ports and 2 FXS ports
3	1	4-year Extended Warranty
4	1	Site Survey Charges for Allworx Implementation
5	1	ALLWORX KEYCODE 6x User Upgrade Option — Used for expanding the Allworx 6x system from 31 to 60 users
6	1	ALLWORX KEYCODE 6x Software Option — A live answer position (e.g., attendant console) that runs on a PC and works in conjunction with Allworx phones (required when using Allworx Tapi)
7		
8		PAETEC IP PHONES
9	1	PAETEC branded IP phone — 12 programmable buttons (1 unit/box) w/o power supply
10	1	4-year Extended Warranty
11	1	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
12	30	PAETEC branded IP phone — 4 programmable buttons (1 unit/box)
13	30	4-year Extended Warranty
14	30	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
15		
16		POWER OVER ETHERNET SWITCH TO POWER IP PHONES
17	1	Netvanta 1238 POE Switch
18	1	ACES 5x8xNBD 5YR
19		
20		PROFESSIONAL SERVICES
21	1	SERVICE PBX INSTALLATION, PROGRAMMING, TRAINING & DATA COLLECTION

Continued on Next Page.....

Line	Qty	Description		
<p>Note 1: Utilization of existing cables and jacks unless otherwise agreed upon in writing. Sales Tax TBD Work required on cabling and jacks to be billed on a time and material basis after customer notification and agreement.</p> <p>Note 2: Network assessments recommended for all VoIP equipment deployments. Quality of voice can be impacted without proper infrastructure. Customer's existing data LAN vendor will continue to manage customer's data infrastructure.</p> <p>Note 3: Voice - Quality of Service can not be guaranteed outside of PAETEC's Network.</p> <p>Note 4: The switching matrix supports 10/100 Meg, not Gig to the desktop.</p>			<p>SubTotal \$22,610.69</p> <p>Sales Tax TBD</p> <p>Shipping TBD</p>	<p>Total \$22,610.69</p>

Accepted by Customer

Signature: _____

Print Name: _____

Title: _____

Date: _____

Accepted by PAETEC Integrated Solutions Group, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Required Purchase Information

PAETEC shall not process any Purchase Order Agreement without the Customer's signature below verifying the transaction type of the Products ordered from PAETEC:

Cash Purchase: _____ **EFS Lease:** _____ **Direct Lease:** _____

Any Purchase Order Agreement involving either an EFS Lease or a Direct Lease requires Customer to execute a separate Lease Agreement and provide to PAETEC the valid credit and order confirmation from the Customer's leasing organization.

Any Purchase Order Agreement involving a cash purchase transaction is subject to credit verification before the Customer's Order can be processed.

There are additional Terms and Conditions applicable to the Products you purchased provided at www.paetec.com/notice/terms.html that are incorporated into and form a binding part of this Agreement.

Purchase Order Agreement Terms & Conditions

1. **Scope.** This Purchase Order Agreement (Agreement or Order) applies to all of the Products you have ordered from PAETEC as listed above. Additional Terms and Conditions applicable to the Products you have ordered are provided at www.paetec.com/notice/terms.html and are incorporated into and form a binding part of this Agreement.
2. **Price.** Customer agrees to pay in full all amounts due hereunder within thirty (30) days of the invoice date. Late Payment Charges will be billed at 1.5% per month of the overdue amount or the maximum lawful rate allowable, whichever is less. Customer agrees to pay all reasonable costs and expenses, including but not limited to, reasonable attorney fees, expenses, court costs and service charges, incurred by PAETEC in collecting any late payment. Customer also agrees to pay all applicable handling charges, interest charges, shipping charges, insurance charges, cancellation fees, or restocking charges, or any applicable sales, use, value added or privilege tax imposed on the sale or use of the Products ordered from PAETEC, all of which may be additionally invoiced to Customer. If Customer has provided PAETEC with a valid exemption certificate, PAETEC shall not invoice Customer for any applicable federal or state sales, use, value added or privileged tax. Exemption certificates not supplied in advance of the Customer Order will result in PAETEC invoicing Customer for the applicable taxes and transferring payment to the appropriate taxing authority. Tax Exemption certificates and updates may be sent to: 6000 Irwin Road, Mount Laurel, NJ 08056.
3. **Cancellation Policy.**
 - (a) **Pre-Shipping.** If Customer cancels any portion of its Order prior to the shipment date, Customer agrees to pay PAETEC a liquidated damage (not a penalty) totaling fifteen (15%) of the cancelled Order amount, plus any Cancellation Fee and/or Restocking Fee imposed on PAETEC by the applicable equipment manufacturer.
 - (b) **Post-Shipping of Product Before Installation.** If Customer cancels any portion of its Order after shipment has occurred but before installation, Customer shall receive a credit for the invoice amount of the cancelled portion of its Order minus (a) a liquidated damage (not a penalty) totaling fifteen percent (15%) of the invoice amount related to the cancelled portion of its Order, minus (b) any Restocking Fee or Cancellation Charge imposed on PAETEC by the applicable Product manufacturer, minus (c) all applicable shipping costs (original and return shipping costs).
 - (c) **Post-shipping of Product After Installation.** If Customer cancels any portion of its Order after shipment and installation have occurred, Customer shall not be entitled under any circumstances to receive a credit on the return of any Product to PAETEC.
4. **Title; Risk of Loss and Security Interest.** Title to equipment ordered by Customer shall pass to Customer upon payment in full of all invoiced amounts. Until PAETEC receives the full invoiced amount due hereunder from Customer, Customer grants to PAETEC a continuing purchase money security interest in the Products ordered under this Agreement, and Customer agrees to support PAETEC in the perfection of such security interest. Risk of loss or damage to the equipment ordered by Customer shall pass from PAETEC to Customer upon initial delivery by PAETEC or its suppliers to the delivery carrier ("FOB origin"). Unless Customer requests a different mode of transport, PAETEC will normally ship all Products to Customer by surface freight. Customer agrees to pay all transportation, handling, insurance and associated charges, including but not limited to, additional charges for non-standard shipment. PAETEC shall use commercially reasonable efforts to meet Customer's requested delivery dates, but PAETEC does not guarantee delivery dates. Customer shall be solely responsible to coordinate all delivery arrangement required to comply with project schedule dates.
5. **Delivery.** Customer agrees, at its sole expense, to provide the proper environment and the electrical and telecommunications connections for the Products ordered from PAETEC. Customer is solely responsible for correcting any hazardous conditions that may adversely affect PAETEC personnel or the Products. PAETEC shall use commercially reasonable efforts to begin equipment delivery prior to the Scheduled Installation Date as set forth above. If PAETEC is unable to complete delivery and installation within sixty (60) days of the Scheduled Installation Date, solely for reasons beyond Customer's control or due to force majeure, CUSTOMER'S EXCLUSIVE REMEDY SHALL BE TO CANCEL THIS AGREEMENT WITHOUT INCURRING A "CANCELLATION FEE" OR "RESTOCKING FEE," AND PAETEC SHALL RETURN TO CUSTOMER ANY AMOUNTS PREPAID BY THE CUSTOMER TO PAETEC FOR THE PRODUCTS. In such an event, PAETEC shall pay all applicable shipping charges to have the equipment returned to PAETEC. If Customer is unable or unwilling to schedule or accept delivery or installation on the date PAETEC tenders delivery or installation, PAETEC shall have the right to initiate billing for the amounts due hereunder as of the date delivery or installation was tendered. Product prices and service charges are subject to change at PAETEC's sole discretion if Customer delays delivery or installation by more than thirty (30) days.
6. **Installation and Configuration.** If applicable, PAETEC will provide installation and configuration services purchased by the Customer as described in the Order listed above.
7. **WARRANTIES/DISCLAIMER.** NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PAETEC DISCLAIMS AND EXCLUDES ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY CONDITION OR QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY SERVICES, OR OTHER MATERIALS OR INFORMATION PROVIDED BY PAETEC. PAETEC WARRANTS ONLY THAT ITS SERVICES SHALL BE PERFORMED IN A TIMELY, PROFESSIONAL AND WORKMANLIKE MANNER BY QUALIFIED PERSONNEL. IF SERVICES ARE NOT PERFORMED AS WARRANTED AND CUSTOMER NOTIFIES PAETEC IN WRITING WITHIN 30 DAYS, CUSTOMER'S EXCLUSIVE REMEDY IS THAT PAETEC WILL RE-PERFORM THE NON-CONFIRMING SERVICES. CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS SOLD HEREUNDER IS AS SET FORTH IN THE LIMITED WARRANTY DELIVERED WITH THE PRODUCTS FROM THE EQUIPMENT MANUFACTURER. THESE WARRANTIES AND LIMITATIONS FROM THE EQUIPMENT MANUFACTURER ARE CUSTOMER'S EXCLUSIVE WARRANTIES AND SOLE REMEDIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT AND SERVICES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.
8. **LIMITATION OF LIABILITY.** EXCEPT AS PROVIDED BELOW, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF PAETEC, ITS AFFILIATES, SUBSIDIARIES AND SUPPLIERS FOR ANY CLAIMS, LOSSES OR DAMAGES OF WHATEVER NATURE (INCLUDING ACTS OR OMISSIONS OF THIRD PARTIES) SHALL NOT EXCEED THE LESSER OF: (A) THE SPECIFIC REMEDY, IF ANY, PROVIDED IN THIS AGREEMENT OR (B) IF THIS AGREEMENT DOES NOT PROVIDE A SPECIFIC REMEDY, THE DIRECT PROVEN DAMAGES IN AN AMOUNT NOT TO EXCEED THE MONEY PAID BY CUSTOMER TO PAETEC FOR THE EQUIPMENT THAT DIRECTLY GIVES RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. FOR PERSONAL INJURY PROVEN TO HAVE BEEN DIRECTLY CAUSED BY PAETEC'S SOLE NEGLIGENCE, PAETEC'S LIABILITY SHALL BE LIMITED TO PROVEN DAMAGES TO THE PERSON. IN NO EVENT SHALL PAETEC OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFITS OR LOST OR DAMAGED DATA, OR FOR CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE EQUIPMENT ("TOLL FRAUD"), OR FOR ANY SERVICES, OR ANY OTHER MATERIALS OR INFORMATION PAETEC PROVIDES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. FURTHERMORE, IN THE EVENT SERVICES OR ANY SERVICES ARE PROVIDED TO CUSTOMER FREE OF CHARGE, PAETEC'S TOTAL LIABILITY TO CUSTOMER WILL NOT EXCEED US\$5.00 OR ITS EQUIVALENT IN LOCAL CURRENCY. THIS EXCLUSION OF LIABILITY DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF ITS CONFIDENTIALITY OBLIGATION, THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR IN THE EVENT OF FRAUD, GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR FOR DEATH OR PERSONAL INJURY CAUSED BY THAT

PARTY'S NEGLIGENCE. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY AND THE TERMINATION OF THIS AGREEMENT.

9. Miscellaneous. PAETEC and Customer agree that the terms and conditions set forth in this Agreement govern Customer's order for any equipment and services as listed on the PAETEC Order. Any other terms and conditions, preprinted or otherwise, accompanying any Customer order for the equipment or service are hereby rejected and shall have no legal effect. This Agreement is the entire agreement between the parties with respect to all equipment and services ordered from PAETEC and supersedes all prior agreements, proposals or understandings, whether written or oral. This agreement may not be amended except by subsequent written agreement signed by authorized representatives of both parties. The construction, interpretation and performance of this agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. Neither PAETEC nor the Customer will have any liability for the failure to carry out its obligations in the manner specified herein due to any circumstances beyond its reasonable control. If any provision of this agreement is declared invalid, the remaining provisions will remain in force. Modifications. Customer agrees that PAETEC may amend without notice the additional Terms and Conditions and documents posted at www.paetec.com/notice/terms.html , and such modifications will be binding on the Customer and effective upon posting.

10. Return Policy. When Customer is required to return any Product to PAETEC for warranty service, Customer agrees to obtain PAETEC's concurrence prior to returning any Product for repair or replacement and must reference any return material authorization number (RMA) issued by PAETEC on documentation accompanying such returned Product. Customer further agrees to ship the item prepaid and suitably packaged to a location designated by PAETEC. PAETEC will return to the Customer any repaired or replaced Products at PAETEC's expense. PAETEC is responsible for loss of, or damage to, Customer's Product while it is a) in PAETEC's possession or b) in transit back to Customer. Any returned Product becomes PAETEC's property and, subject to PAETEC's receipt of the exchanged Product, its replacement becomes Customer's property. The replacement Product may not be new, but will be in working order and equivalent to the item exchanged as determined in good faith by PAETEC. The warranty period for any Product described above shall be the remaining Product warranty period, if any, issued by applicable equipment manufacturer. Customer agrees to ensure that any returned Product is free of any legal obligations or restrictions that prevent its exchange and represents that all returned Products are genuine and unaltered. Additional terms and conditions of the PAETEC Return Merchandise policy are provided at www.paetec.com/notice/terms.html and form a binding part of this Agreement.

11. Time and Materials. Customer acknowledges that all Time and Material cost quotes in this Agreement are estimates. PAETEC will invoice and Customer agrees to pay PAETEC for all actual time and materials incurred to install the Products ordered by the Customer. Current PAETEC time and material rates are provided at www.paetec.com/notice/terms.html and form a binding part of this Agreement.

Let IP Simple be your communications engine. Get voice, data, and a phone system — all from one provider, on one monthly bill!

IP Simple can do it ALL.



IP Simple is a monthly rental program specifically designed as a complete solution providing an integrated PAETEC IP PBX phone system and a secure PAETEC Dynamic IP with MPLS VPN.

IP Simple offers many benefits to our customers:

Leverage PAETEC's Dynamic IP Services to consolidate your voice and data usage

- Eliminate inefficient and costly services and replace with an integrated voice and data solution.
- PAETEC's Dynamic IP service provides the ability to fully integrate voice, Internet, and VPN services on a single IP connection to maximize your network productivity.

Operate your business more efficiently

- With a consolidated "one office" environment, you can now dial employees and remote branches as if they were in the office next door.
- One attendant can now manage all your locations freeing up employees to handle their primary responsibilities.
- With PAETEC's Network Services and IP Phone Systems you can now centrally manage your communications for multiple locations under one roof.

PAETEC DOES IT ALL

- We are your dedicated technology resource, PAETEC's managed services can maintain your communications needs from the communications closet to the desktop.
- With PAETEC you can consolidate your multiple IT vendors to a single point of contact and truly have "One Hand to Shake."

Call us today at 866-753-6935 to learn how you too can have the communications technology to be ahead of the competition with no capital expenditure.

PAETEC Network Services and IP Phone Systems are an all-in-one communication powerhouse integrating feature-rich phone systems, advanced IP phones and powerful software features that can substantially improve your company's productivity while saving you on-going monthly costs.



PAETEC 6x

- Designed for companies of up to 60 employees per site
- 2010 Best Channel Product, Business Solutions Magazine
- 2007 Product of the Year, Communications Solutions Magazine
- 2006 Product of the Year, Internet Telephony Magazine
- Built-in voicemail
- Site-to-site networking



PAETEC 48x

- Designed for companies of up to 250 employees per site
- Two (2) T1/PRI interfaces, each capable of supporting any mix of voice and data connectivity
- Four (4) conference bridges with up to 30 users per conference and up to 60 users in all conferences simultaneously
- Three (3) FXO ports and five (5) FXS ports
- Solid state drive

PAETEC phones are the most feature-rich, flexible, easy-to-use phones on the market (PAETEC phones are compatible with any PAETEC Server).

PAETEC 9204 IP Phone

The 9204 is the perfect solution for those needing a minimal number of call line appearances but having the sleek look of larger phones.

- 4 programmable function keys
- Easy to read backlit display
- High-Fidelity Voice Handset
- Built in headset jack



PAETEC 9212 IP Phone

Gives you the power to customize your phone to your specific communication style.

- 12 Programmable function keys
- Large 192 x 64 graphical display
- High-Fidelity Voice Handset
- Built-in headset jack



PAETEC 9224 IP Phones

The power to customize your phone for high-power calling and maximize your communication style.

- 24 Programmable function keys
- Large 192 x 64 graphical backlit display
- High-Fidelity Voice Handset
- Built-in headset jack



NOTE:

- All IP Simple Solutions bundles are subject to credit approval
- IP simple Solutions bundles are only available in PAETEC service areas
- Rental of IP phone system and network services are co-terminus.

WANT TO DO MORE WITH LESS?

IP SIMPLE SOLUTIONS

To learn how PAETEC can help your business evolve into the next generation of communications while staying within your budget, call us today at **866.753.6935**

Company Name: Genoa Twp

IP Simple Apples-Apples RENTAL



PAETEC

Prepared By: Megan Dyer

Date: 6/15/11

*Proposal Valid thru 6/30/11

Proposal	Units	Monthly Charge	60 Month Term
----------	-------	----------------	---------------

Service Proposed IP Simple Sip trunk, 74 POTS & Phone system

Location 2911 Dorr Rd., Brighton, MI 48116

IP Simple; Voice, Internet	1	\$429.92	\$ 429.92	*PAETEC supplied and managed router
1.5 Meg connection			\$ -	
Unlimited local calling				
60 DIDs				
2000 Long Distance Minutes				
Allworx IP Phone System RENTAL		\$374.34	\$374.34	
Toll Free	1	\$ 4.95	\$ 4.95	
Business Advantage Lines (POTS)	74	\$ 23.00	\$ 1,702.00	
Location Network Total			\$ 2,511.21	per month

Grand Total Monthly invoice from PAETEC

\$ 2,511.21

* Additional Surcharges and taxes will apply

* Unlimited local calling + 2000 LD minutes are included with services

*Quote includes Rental of Phone System with 3 end-of-term options

*Purchase equipment for fair market value

*Upgrade system to newest technology and keep monthly spend the same

*Keep phone system and only pay monthly maintenance + warrantee



PAETEC

PAETEC

30800 Telegraph Road
Bingham Farms, MI 48025

248.530.2166
michael.metcalf@paetec.com

**IP Simple
Equipment Quote**

****Pricing Valid for 30 Days****

Bill To:	Ship To:	Quote #	ISGQ31544
GENOA TOWNSHIP	GENOA TOWNSHIP	Date	06.15.11
ADAM VAN TASSELL	ADAM VAN TASSELL	ISG Rep	Michael.Metcalf
2911 DORR RD.	2911 DORR RD.	Dept.	
BRIGHTON, MI 48116	BRIGHTON, MI 48116	F.O.B	Factory
810-227-5225	810-227-5225	Term	60 MONTHS
810-227-3420	810-227-3420	MRC (\$)	\$374.34

Allworx 6X with 31 VoIP Phones, 6 analog trunk lines, 2 FXS ports, SIP Trunking. Adtran PoE switch with ACES. End-user and admin training.

Line	Qty	Description
1		ALLWORX SERVER/SOFTWARE/MAINTENANCE
2	1	6x Phone System and Network Server for up to 30 users. Note: System is expandable up to 60 users, see options below. Includes 6 FXO ports and 2 FXS ports
3	1	4-year Extended Warranty and 5-year Software Upgrade License Package
4	1	Site Survey Charges for Allworx Implementation
5	5	ALLWORX SERVER & SOFTWARE ANNUAL MAINTENANCE (TOTAL 5 YRS)
6		
7		PAETEC IP PHONES
8	1	PAETEC branded IP phone — 12 programmable buttons (1 unit/box) w/o power supply
9	1	4-year Extended Warranty
10	1	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
11	30	PAETEC branded IP phone — 4 programmable buttons (1 unit/box)
12	30	4-year Extended Warranty
13	30	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
14		
15		POWER OVER ETHERNET SWITCH TO POWER IP PHONES
16	1	Netvanta 1238 POE Switch
17	1	ACES 5x8xNBD 5 YR
18		
19		PROFESSIONAL SERVICES
20	1	SERVICE PBX INSTALLATION, PROGRAMMING, TRAINING & DATA COLLECTION

Continued on Next Page.....

Line	Qty	Description										
		<p>Note 1: Utilization of existing cables and jacks unless otherwise agreed upon in writing. Sales Tax TBD Work required on cabling and jacks to be billed on a time and material basis after customer notification and agreement.</p> <p>Note 2: Network assessments recommended for all VoIP equipment deployments. Quality of voice can be impacted without proper infrastructure. Customer's existing data LAN vendor will continue to manage customer's data infrastructure.</p> <p>Note 3: Voice - Quality of Service can not be guaranteed outside of PAETEC's Network.</p> <p>Note 4: The switching matrix supports 10/100 Meg, not Gig to the desktop.</p>										
		<table> <tr> <td>Sales Tax</td> <td>TBD</td> </tr> <tr> <td>Shipping</td> <td>TBD</td> </tr> <tr> <td colspan="2">Non-Recurring Charges (\$)</td> </tr> <tr> <td colspan="2">Monthly Recurring Charges (\$)</td> </tr> <tr> <td></td> <td>\$374.34</td> </tr> </table>	Sales Tax	TBD	Shipping	TBD	Non-Recurring Charges (\$)		Monthly Recurring Charges (\$)			\$374.34
Sales Tax	TBD											
Shipping	TBD											
Non-Recurring Charges (\$)												
Monthly Recurring Charges (\$)												
	\$374.34											

Accepted by Customer	
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

Accepted by PAETEC	
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

This IP Simple Rental Quote forms a part of the Service Agreement between the Customer identified above and PAETEC.

Company Name: Genoa Twp

IP Simple Recommended RENTAL



PAETEC

Prepared By: Megan Dyer

Date: 6/15/11

*Proposal Valid thru 6/30/11

Proposal	Units	Monthly Charge	60 Month Term
----------	-------	----------------	---------------

Service Proposed	IP Simple Sip trunk, 74 POTS & Phone system		
-------------------------	---	--	--

Location	2911 Dorr Rd., Brighton, MI 48116		
-----------------	-----------------------------------	--	--

IP Simple; Voice, Internet 1.5 Meg connection Unlimited local calling 60 DIDs 2000 Long Distance Minutes	1	\$ 408.18	\$ 408.18	*PAETEC supplied and managed router
Allworx IP Phone System RENTAL	1	\$401.84	\$401.84	
Toll Free	1	\$ 4.95	\$ 4.95	
Business Advantage Lines (POTS)	74	\$ 23.00	\$ 1,702.00	
			\$ -	
Location Network Total			\$ 2,516.97	per month

Grand Total Monthly invoice from PAETEC

\$ 2,516.97

* Additional Surcharges and taxes will apply

* Unlimited local calling + 2000 LD minutes are included with services

*Quote includes Rental of Phone System with 3 end-of-term options

*Purchase equipment for fair market value

*Upgrade system to newest technology and keep monthly spend the same

*Keep phone system and only pay monthly maintenance + warrantee



PAETEC

PAETEC

30800 Telegraph Road
Bingham Farms, MI 48025

248.530.2166
michael.metcalf@paetec.com

IP Simple Equipment Quote

****Pricing Valid for 30 Days****

Bill To:	Ship To:	Quote #	ISGQ31546
GENOA TOWNSHIP	GENOA TOWNSHIP	Date	06.15.11
ADAM VAN TASSELL	ADAM VAN TASSELL	ISG Rep	Michael.Metcalf
2911 DORR RD.	2911 DORR RD.	Dept.	
BRIGHTON, MI 48116	BRIGHTON, MI 48116	F.O.B	Factory
810-227-5225	810-227-5225	Term	60 MONTHS
810-227-3420	810-227-3420	MRC (\$)	\$401.84

Allworx 6X with 31 VoIP Phones, 6 analog trunk lines, 2 FXS ports, Expansion Software (31 - 60 Users), Call Assistant, SIP Trunking. Adtran PoE switch with ACES. End-user and admin training.

Line	Qty	Description
1		ALLWORX SERVER/SOFTWARE/MAINTENANCE
2	1	6x Phone System and Network Server for up to 30 users. Note: System is expandable up to 60 users, see options below. Includes 6 FXO ports and 2 FXS ports
3	1	4-year Extended Warranty and 5-year Software Upgrade License Package
4	1	ALLWORX KEYCODE 6x User Upgrade Option — Used for expanding the Allworx 6x system from 31 to 60 users
5	1	ALLWORX KEYCODE 6x Software Option — A live answer position (e.g., attendant console) that runs on a PC and works in conjunction with Allworx phones (required when using Allworx Tapi
6	1	Site Survey Charges for Allworx Implementation
7	5	ALLWORX SERVER & SOFTWARE ANNUAL MAINTENANCE (TOTAL 5 YRS)
8		
9		PAETEC IP PHONES
10	1	PAETEC branded IP phone — 12 programmable buttons (1 unit/box) w/o power supply
11	1	4-year Extended Warranty
12	1	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
13	30	PAETEC branded IP phone — 4 programmable buttons (1 unit/box)
14	30	4-year Extended Warranty
15	30	Cable kit including 5', 7', 15' CAT5E patch cords for IP phone
16		
17		POWER OVER ETHERNET SWITCH TO POWER IP PHONES
18	1	Netvanta 1238 POE Switch
19	1	ACES 5x8xNBD 5 YR
20		
21		PROFESSIONAL SERVICES
22	1	SERVICE PBX INSTALLATION, PROGRAMMING, TRAINING & DATA COLLECTION

Continued on Next Page....

Line	Qty	Description
------	-----	-------------

Note 1: Utilization of existing cables and jacks unless otherwise agreed upon in writing.
 Sales Tax TBD
 Work required on cabling and jacks to be billed on a time and material basis after customer notification and agreement.
 Note 2: Network assessments recommended for all VoIP equipment deployments. Quality of voice can be impacted without proper infrastructure. Customer's existing data LAN vendor will continue to manage customer's data infrastructure.
 Note 3: Voice - Quality of Service can not be guaranteed outside of PAETEC's Network.
 Note 4: The switching matrix supports 10/100 Meg, not Gig to the desktop.

Sales Tax	TBD
Shipping	TBD
Non-Recurring Charges (\$)	

Monthly Recurring Charges (\$)	\$401.84
---------------------------------------	----------

Accepted by Customer	
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

Accepted by PAETEC	
Signature:	_____
Print Name:	_____
Title:	_____
Date:	_____

This IP Simple Rental Quote forms a part of the Service Agreement between the Customer identified above and PAETEC.

Company Name: Genoa Twp

Recommended Solution



PAETEC

Prepared By: Megan Dyer

Date: 6/15/11

*Proposal Valid for 30 Days

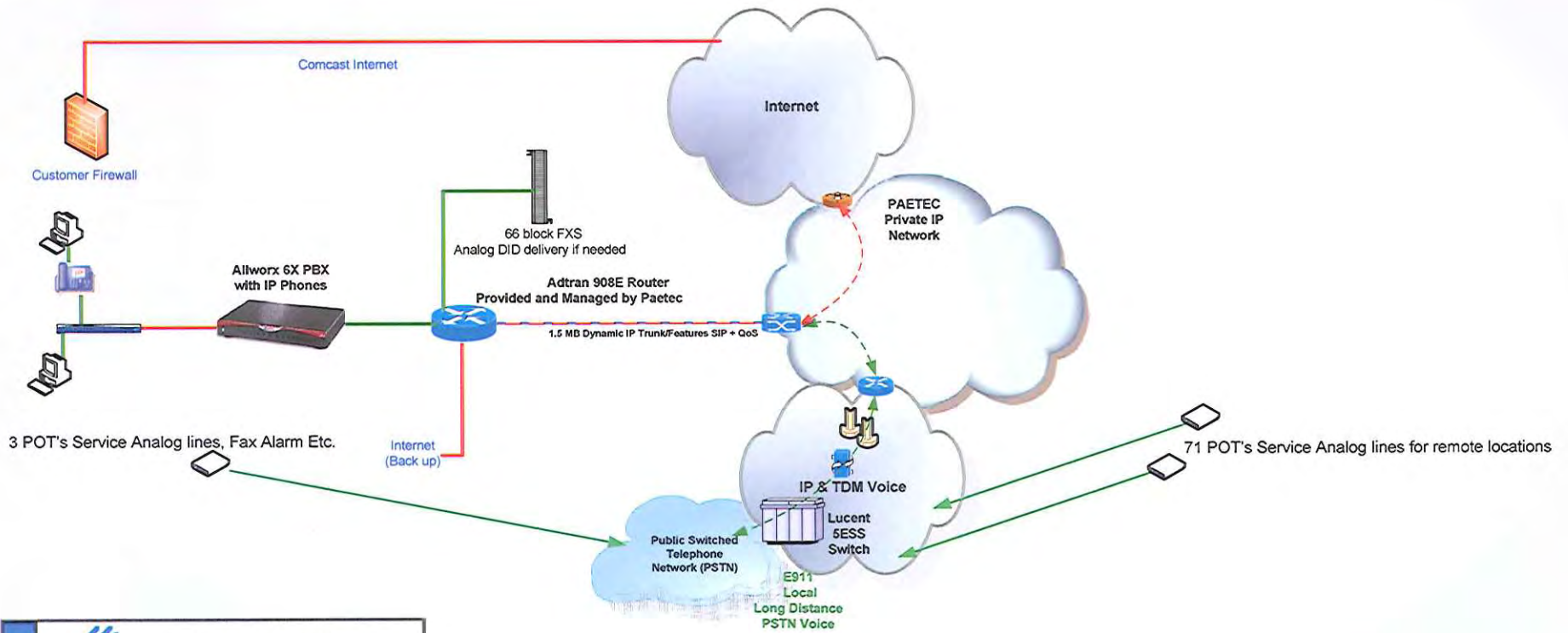
Proposal	Units	Monthly Charge	60 Month Term
Service Proposed DYIP Sip trunk, 74 POTS & Phone sys			
Location 2911 Dorr Rd., Brighton, MI 48116			
DYIP SIP; Voice, Internet 1.5 Meg connection 60 DID's Unlimited local calling 2000 Long Distance minutes	1	\$ 576.55	\$ 576.55 *PAETEC supplied and managed router
Toll Free	1	\$ 4.95	\$ 4.95
Business Advantage Lines (POTS)	74	\$ 23.00	\$ 1,702.00
Grand Total Monthly invoice from PAETEC			\$ 2,283.50 per month

Apples-Apples	Allworx IP Phone system	Cap X cost	\$16,845.69
Recommended	Allworx IP Phone system	Cap X cost	\$22,610.69

* Additional Surcharges and taxes will apply

* Unlimited local calling + 2000 LD minutes are included with services

Quote DOES NOT Phone System incorporated into Monthly Invoice



	TODAY		PROPOSED	
Provider	AT&T		PAETEC	Bullseye
Number of Invoices	14		1	2; Bullseye + AT&T
Services/Solution	71 Analog Lines off-site; 18 Analog on-site		74 analog lines, 1 SIP trunk for phone system which will also provide a T1 for back-up internet connection should Comcast go down, 60 DIDs, unlimited local calling, 2000 domestic LD minutes, IP phone system; Keep Comcast for internet.	73 analog lines, 1 SIP Trunk, AT&T LD service, IP phone system thru other provider
Features	N/A		Managed Router, Managed Network Services, Phone System support, T1 for Back-up Internet, Online portal for both Network account management as well as online portal for phone system management	3rd party reseller; router; No other managed services mentioned

PAETEC ALLWORX IP PHONE SYSTEM HIGHLIGHTS

BASE PURCHASE
Expandable to 30 users and 60 extensions without software
9204 have 4 PFK's compared to 2 line keys on the IP 450
Allworx PFK's can be programmed as feature keys, the
The 9212 has 12 PFK's that can support line appearances or feature keys. The IP 650 will only support 6 line appearances and nothing else.
The Allworx supports 9 Auto Attendants
Includes cable kits for the phones.
Includes 1 year warranty.
A standard feature is voice mail to email to allow flexibility to manage your mailbox.

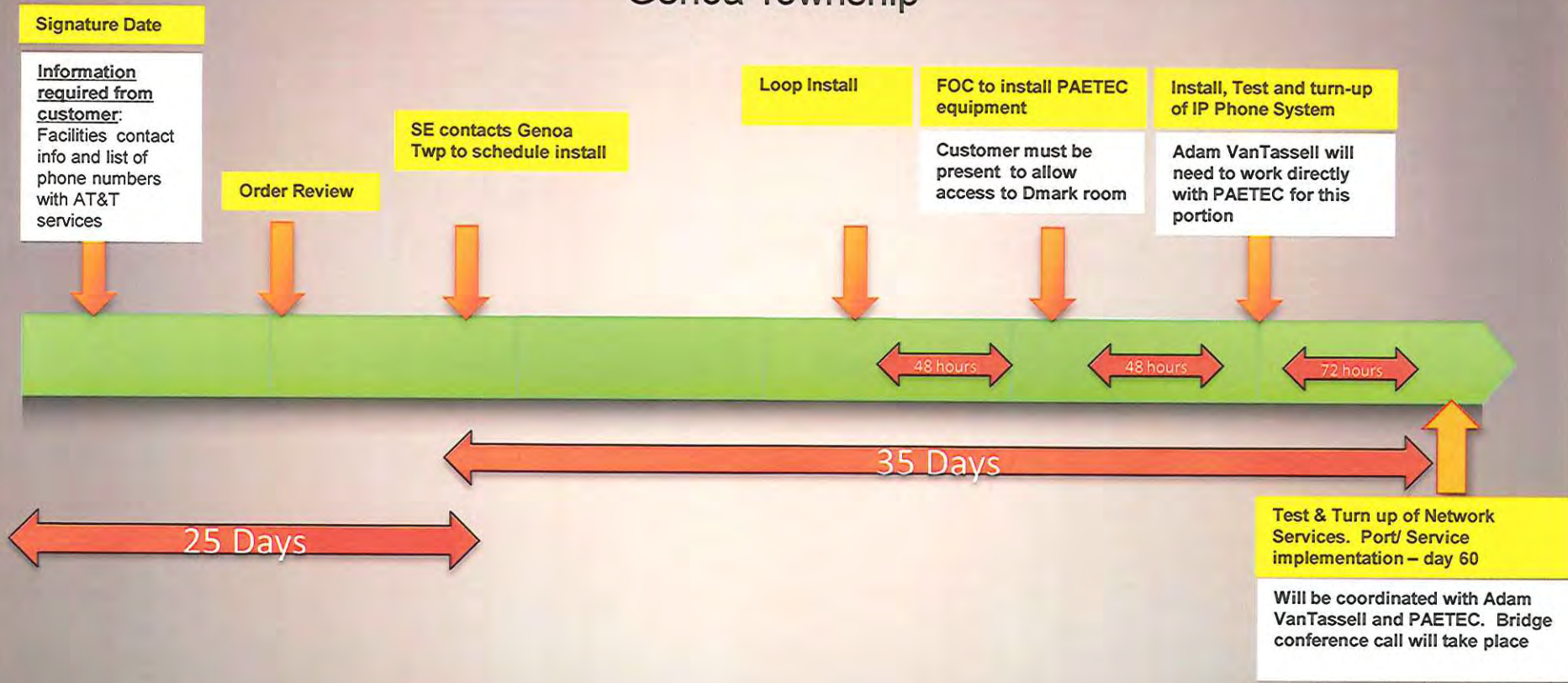
RECOMMENDED PURCHASE
Software is included to allow expansion to 60 users or 120
9204 have 4 PFK's compared to 2 line keys on the IP 450
Allworx PFK's can be programmed as feature keys, the
The 9212 has 12 PFK's that can support line appearances or feature keys. The IP 650 will only support 6 line appearances and nothing else.
The Allworx supports 9 Auto Attendants
Includes cable kits for the phones.
Includes 5 year warranty and 5 year software upgrades
A standard feature is voice mail to email to allow flexibility to manage your mailbox.

BASE RENTAL
Expandable to 30 users and 60 extensions without software
9204 have 4 PFK's compared to 2 line keys on the IP 450
Allworx PFK's can be programmed as feature keys, the
The 9212 has 12 PFK's that can support line appearances or feature keys. The IP 650 will only support 6 line appearances and nothing else.
The Allworx supports 9 Auto Attendants
Includes cable kits for the phones.
Includes 5 year warranty and 5 year software upgrades and 5
A standard feature is voice mail to email to allow flexibility to manage your mailbox.

RECOMMENDED RENTAL
Software is included to allow expansion to 60 users or 120
9204 have 4 PFK's compared to 2 line keys on the IP 450
Allworx PFK's can be programmed as feature keys, the
The 9212 has 12 PFK's that can support line appearances or feature keys. The IP 650 will only support 6 line appearances and nothing else.
The Allworx supports 9 Auto Attendants
Includes cable kits for the phones.
Includes 5 year warranty and 5 year software upgrades and 5
A standard feature is voice mail to email to allow flexibility to manage your mailbox.

BASE PURCHASE	RECOMMENDED PURCHASE	BASE RENTAL	RECOMMENDED RENTAL
<p>Another standard feature is Presence settings. This feature</p> <p>Overall, our base exceeds the proposal of Ultracom, but our</p>	<p>Another standard feature is Presence settings. This feature</p> <p>Includes a 48 port POE switch to power the phones.</p>	<p>Another standard feature is Presence settings. This feature</p> <p>Includes a 48 port POE switch to power the phones.</p>	<p>Another standard feature is Presence settings. This feature</p> <p>Includes a 48 port POE switch to power the phones.</p>
	<p>Includes the Call Assistant software which provides answering position functionality via the computer to any staff member of the Township. In addition this will provide the ability to record calls, save them and forward to another via email when necessary.</p>		<p>Includes the Call Assistant software which provides answering position functionality via the computer to any staff member of the Township. In addition this will provide the ability to record calls, save them and forward to another via email when necessary.</p>
	<p>From our discussions, this proposal meets most of the township concerns. This will better serve your needs. The only proposal that I believe better meets the needs is our 60 IP Simple.</p>	<p>Overall, this is much more functionality than the Ultracom base, but again our recommendation is to spend the little extra and get what the township can really use and be happy with.</p>	<p>From our discussions, this proposal meets all of the township concerns. This proposal is all encompassing for the 60 months and should preclude the township from spending anything extra during the agreement (with the exception of adding more phones). In addition, the township will not have to pay anything up front, instead spreading the costs over 60 months.</p>

Genoa Township



Megan Dyer
Account Executive
Office: 810-600-2084
Megan.dyer@paetec.com

*** This timeline is an estimate of standard implementation of services with PAETEC. Stages shown may vary slightly. Standard implementation interval is 45-60 days from date of signature.



PAETEC
STANDARD TERMS AND CONDITIONS OF SERVICE

1. SCOPE. These terms and conditions apply to the provision of all telecommunications and related services ("Services") by PAETEC¹ ("PAETEC") to Customer under the service agreement ("Agreement") to which this schedule is a part. The Services will be offered in each area to the Customer by PAETEC or by an entity (the "Authorized Entity") which is a subsidiary or affiliate of PAETEC authorized to provide the Services in the applicable jurisdiction. The terms and conditions of this Agreement are, and shall be, applicable to the Services provided to the Customer by each Authorized Entity.

2. TERM.

a) The Agreement shall be effective on the latter of Customer or PAETEC's signature dates on the Service Agreement ("Effective Date"). The term of the Agreement and the Minimum Monthly Fee shall commence upon Acceptance of the Service (as hereinafter defined) at all of the Service Locations covered by this Agreement, or the Effective Date, whichever is later, and shall continue in full force and effect for the time period indicated on the first page of the Agreement ("Term"), unless earlier terminated in accordance with its terms. During the time prior to commencement of the Term, Customer shall be responsible for paying any monthly recurring charges for circuits and/or facilities Accepted at the Service Location(s) which will carry either data, voice or both and associated actual usage of the Services, plus applicable taxes and surcharges, *provided that* in the event Customer cancels the Agreement at any time during this period prior to commencement of the Term, except as permitted by Section 6 of the Standard Terms, Customer shall be responsible for the early termination charges as set forth in Section 7b of the Standard Terms. "Acceptance" as used herein shall mean the earlier of: (i) actual use of the Services; (ii) the date the Service is installed and is running in test mode in accordance with the requirements of this Agreement, with no trouble tickets established by Customer, or (iii) seven (7) days after delivery of the circuits, facilities and/or Service to Customer's premise in the event Customer fails to test such circuit, facilities and/or Service. After expiration of the Term, except where prohibited by state law, the Agreement, exclusive of any previously applicable Equipment for Services ("EFS") arrangement shall renew automatically for successive renewal terms, each for a period of time equal to twelve (12) months or such lesser amount as permitted by state law, unless either Party serves the other Party with written notice of such Party's intent not to renew the Agreement at least thirty (30) days prior to expiration of the then current Term. If a party provides written notice

of its intent not to renew, the Services shall continue under the terms and conditions of the Agreement, including application of the Minimum Monthly Fee, after expiration of the Term on a month to month basis with the Services priced at PAETEC's then current monthly rates exclusive of any Term and Volume discounts, promotions or EFS arrangements, until each respective service is canceled by either Party upon thirty (30) days written notice to the other Party. Customer must provide thirty (30) days prior written notice for termination of any circuit, facility and/or service. PAETEC'S provision of Services is contingent upon Customer's compliance with PAETEC'S credit requirements, which requirements may be revised during the Term hereof in PAETEC'S sole and reasonable discretion.

b) **ADDITIONAL SERVICES.** Additional Services may be added from time to time by Customer, which Additional Services will be co-terminus with the Term of the Agreement *provided that* (i) a minimum in-service period of one (1) year ("Minimum In-Service Period") shall apply for each facilities based Additional Service; (ii) the parties amend this Agreement to add the rate schedule applicable to such Additional Service; and (iii) the Minimum Monthly Fee shall be adjusted accordingly.

In the event that the Term of the Agreement expires prior to expiration of the Minimum In-Service Period for any Additional Services, the Agreement shall continue in full force and effect with respect to such Additional Service only until expiration of the Minimum In-Service Period. In the event that Additional Services are terminated prior to the expiration of the applicable Minimum In-Service Period, Customer shall be responsible for payment to PAETEC of an amount equal to the monthly recurring charges for such terminated Additional Service, multiplied by the number of months remaining in the applicable Minimum In-Service Period.

3. RATES AND CHARGES.

a) The rates and charges for the Services shall be those set forth in the rate schedule to the Agreement (the "Rate Schedule") or other appropriate schedule thereto, in addition to PAETEC's tariffs, as applicable and as amended from time to time. All rates and charges set forth in any preliminary quote are subject to final approval and acceptance by PAETEC. The rates and charges in the Rate Schedule apply only to the Services provided at the service address listed on the Rate Schedule of the Agreement. Each additional Customer location added after the Effective Date of the Agreement shall require its own rate schedule. Calls made using any service offered by PAETEC are rounded up to the next cent at the

termination of the call. For any PAETEC service used by Customer for which a rate is not specified in the Agreement, PAETEC's standard business rate shall apply.

b) Notwithstanding the foregoing, Customer guarantees to PAETEC payment of a Minimum Monthly Fee in the amount set forth on the first page of the Agreement ("Minimum Monthly Fee"). For each month Customer agrees to pay the greater of (i) the total amount otherwise due for the month for all Services and any Equipment provided under the Agreement, or (ii) the Minimum Monthly Fee. Compliance with the Minimum Monthly Fee shall be based on Customer's Service charges prior to application of any taxes or surcharges.

c) If ten percent (10%) or more of Customer's completed calls are equal to or less than 6 seconds in length ("Short Duration Calls") during any calendar month, PAETEC reserves the right to charge and Customer shall be responsible for payment of a surcharge of \$0.01 per Short Duration Call, which surcharge shall be in addition to the rates and charges for the Services and all other applicable surcharges and taxes. If more than forty percent (40%) of Customer's total call attempts are uncompleted during any given month, per trunk group and DS0 circuit, PAETEC reserves the right to disconnect the affected circuit or to charge Customer \$10 per DS0 per month per trunk group. If applicable, the same metrics will be applied on a session (or DS0 equivalent) basis for SIP based termination Services.

4. TAXES AND SURCHARGES. In addition to the rates and charges for the Service(s), Customer shall be responsible for payment of all local, state and federal taxes, fees and surcharges, however designated, imposed on or based upon the provision, sale, or use of the Services, excluding taxes based on PAETEC'S net income. Customer shall be responsible for the payment of all surcharges in effect from time to time, including but not limited to USF, and payphone surcharges, as required or permitted by applicable law, regulation or tariff ("Price List") and/or as specified on the PAETEC website at <http://www.paetec.com/notice/legalnotice.html>. To the extent a sale is claimed to be subject to a tax exemption, and Customer provides PAETEC with a proper tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said tax exemption, PAETEC agrees to exempt Customer from the collection of taxes to the extent warranted by such certificate(s). Failure to timely provide said certificate will result in no exemption being available to Customer for any period prior to the date that the Customer presents a valid certificate.

5. BILLING AND PAYMENT. Billing for a Service shall commence upon Acceptance (as previously defined). All bills are due and payable upon receipt. If Customer's bill is not paid by the date which is thirty (30) days after the invoice date listed on the bill (the "Due Date"), Customer also shall pay PAETEC a monthly late charge amount equal to 1.5% of the unpaid balance due (or such lesser amount as is the maximum amount permitted under

applicable law). Customer must provide PAETEC with written notice of any disputed charge(s) within ninety (90) days after the invoice date listed on the bill or shall be deemed to have waived its rights to dispute the charges. If the dispute is filed on or before the Due Date for the respective invoice, Customer shall pay the invoiced amount minus the disputed amount by the Due Date. Customer shall have no right to withhold amounts not disputed by the Due Date, *provided that* payment of an invoice shall not be deemed a waiver of Customer's rights to later dispute an invoice within the time period established in this Section. The dispute notice shall set forth in writing in reasonable detail the information concerning the disputed charges and reasons for the dispute. PAETEC and Customer shall attempt in good faith to promptly resolve any objection to the invoiced amount. If the dispute is subsequently resolved in favor of PAETEC, Customer shall pay the disputed amount previously withheld within ten (10) days of such resolution, including interest at the rate specified above from the original due date. If the dispute is subsequently resolved in favor of Customer, PAETEC shall issue a credit on Customer's subsequent invoice for the disputed amount. If PAETEC initiates legal proceedings to collect any amount due hereunder and PAETEC substantially prevails in such proceedings then Customer shall pay the reasonable costs and expenses, including but not limited to reasonable attorney fees, expenses, court costs and service charges, incurred by PAETEC in collecting payment and/or in prosecuting such proceedings and any appeals therefrom.

6. TERMINATION.

a) A party may terminate the Agreement on thirty (30) days' written notice if the other party materially breaches the Agreement and such breaching party fails to cure the breach within such notice period, *provided that* the cure period for breach of any of Customer's payment obligations shall only be ten (10) days, or as provided by law. If Customer fails to cure any breach of its payment obligations with respect to amounts not disputed in accordance with the provisions of Section 5 above within such ten (10) business day period, in addition to PAETEC's remedies under Section 5 above, PAETEC shall have the right to immediately and without further notice suspend Services to Customer.

b) A party may terminate the Agreement upon written notice to the other party if (i) the other party dissolves or becomes insolvent; (ii) the other party makes an assignment for the benefit of creditors; (iii) the other party suspends the transaction of its usual business or consents to the appointment of a trustee or receiver; or (iv) a receiver of the other party is appointed.

c) If Customer (or any Customer affiliate) is in default of the terms of any other agreement between PAETEC (or any PAETEC affiliate) and Customer (or any Customer affiliate), including but not limited to any payment obligation to PAETEC or its affiliates, then PAETEC, at its sole option, may consider such default as a default

under this Agreement and provide notice of default in accordance with the terms of this Agreement. Customer further understands and agrees that any breach by Customer of its obligations under this Agreement shall also be deemed a breach by Customer of its obligations under any other agreements it (or any Customer affiliate) has entered into with PAETEC and/or its affiliates and understands and agrees that any such breach shall authorize PAETEC and/or any of its affiliates to immediately suspend performance under, and or terminate, said agreements with Customer (or Customer's affiliates) for default.

7. TERMINATION LIABILITY.

a) If the Agreement is terminated anytime during the Term, Customer shall pay to PAETEC, immediately upon demand, (i) all sums then due and unpaid plus (ii) an amount equal to the Minimum Monthly Fee times the number of months left in the Term. No termination liability will apply in the event that the Agreement is terminated by Customer pursuant to Section 2 at the end of a Term or 6 above as the result of a PAETEC breach, however, in such event Customer shall be responsible for payment of all charges incurred prior to the termination date.

b) In the event Customer terminates the Agreement at any time during the period prior to commencement of the Term, except as permitted by Section 6 above, Customer shall pay to PAETEC, immediately upon demand, (i) all sums then due and unpaid for the Services plus (ii) an amount equal to six (6) times the Minimum Monthly Fee.

c) Construction or Acquisition of Communications Facilities. If PAETEC specially constructs or acquires Communications Facilities in order to provide Service(s) to Customer, and Customer cancels or breaches the Agreement prior to the end of the Term, Customer shall reimburse PAETEC or any third party, as appropriate, for all costs incurred in undertaking to specially construct or acquire such Communications Facilities.

8. LIMITATIONS OF SERVICE. Notwithstanding any other provision contained herein, this Agreement shall apply only to non-carrier services provided directly to Customer for use only by Customer. For the avoidance of doubt, Customer may not purchase services under this retail service agreement and resell services to end users. Resellers may only secure services from PAETEC under a wholesale service agreement. This Agreement also does not constitute a joint undertaking for Customer's furnishing of any service to its own customers. Services provided to Customer under this Agreement may be connected to other facilities between certain locations and thereby constitute a portion of end-to-end service furnished by Customer to its customers.

9. COMPLIANCE WITH LAWS. Each party shall comply with all applicable laws, regulations, court decisions or administrative rulings regarding the provision or use of the Services. Without limiting the foregoing, all customers that utilize the Services for the purpose of making telephone solicitations must comply with the

national do-not-call requirements, including the rules as set forth in 47 C.F.R. Section 64.1200 and 16 C.F.R. Part 310. Failure to do so shall constitute a material breach of the Agreement.

10. UNAUTHORIZED USE OF SERVICES.

a) Except as provided in subsection (b) below, Customer, and not PAETEC, shall bear the risk of loss arising from any unauthorized or fraudulent usage of Services provided under the Agreement to Customer. PAETEC reserves the right, but is not required, to take any and all action it deems appropriate (including blocking access to particular calling numbers or geographic areas) to prevent or terminate any fraud or abuse in connection with the Services, or any use thereof, provided, however, that any such action shall be consistent with applicable federal and state laws, rules, and regulations. In addition, as a condition of receiving the telecommunication services contemplated hereunder, Customer shall at all times order adequate trunking for Customer's call volume. In the event Customer's call trunking is inadequate to accommodate the call volume it is receiving at any given time then PAETEC may, at its sole option, restrict or block calls to the applicable circuits.

b) Notwithstanding the foregoing, Customer shall not be liable for unauthorized or fraudulent usage to the extent that (i) Customer has previously notified PAETEC of the problem; (ii) the problem was within PAETEC'S reasonable ability to correct or prevent, and (iii) PAETEC negligently or willfully fails to correct or prevent such unauthorized or fraudulent usage.

11. WARRANTY. THE QUALITY OF SERVICE PROVIDED HEREUNDER SHALL BE CONSISTENT WITH COMMON CARRIER INDUSTRY STANDARDS, GOVERNMENT REGULATIONS AND SOUND BUSINESS PRACTICES. PAETEC MAKES NO OTHER WARRANTIES ABOUT THE SERVICE PROVIDED HEREUNDER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PAETEC DOES NOT AUTHORIZE ANYONE TO MAKE A WARRANTY ON PAETEC'S BEHALF AND THE CUSTOMER MAY NOT RELY ON ANY STATEMENT OF WARRANTY AS A WARRANTY OF PAETEC. THIS SECTION SURVIVES TERMINATION OF THE AGREEMENT.

12. LIMITATIONS OF LIABILITY.

a) IN NO EVENT SHALL EITHER PARTY (OR ITS AFFILIATES, EMPLOYEES, OFFICERS, DIRECTORS OR AGENTS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF REVENUE, LOSS OF PROFITS, OR LOSS OF CUSTOMERS, CLIENTS OR GOODWILL ARISING IN ANY MANNER FROM THE AGREEMENT AND/OR THE PERFORMANCE OR NONPERFORMANCE HEREUNDER. THIS DOES

NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES. THIS SECTION SHALL SURVIVE FAILURE OF AN EXCLUSIVE OR LIMITED REMEDY AND TERMINATION OF THE AGREEMENT.

b) PAETEC'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY SERVICE PROVIDED TO CUSTOMER (INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE INSTALLATION, DELAY, PROVISION, TERMINATION, MAINTENANCE, REPAIR, INTERRUPTION, OR RESTORATION OF ANY SUCH SERVICE) OR BREACH OF THE AGREEMENT, WHETHER IN AN ACTION FOR OR ARISING OUT OF BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, INDEMNITY OR STRICT LIABILITY, SHALL BE AS FOLLOWS: (I) FOR A SERVICE QUALITY CLAIM (INCLUDING INTERRUPTION IN SERVICE), THE OUTAGE CREDIT UNDER THE SERVICE LEVEL AGREEMENT; (II) FOR TANGIBLE PROPERTY DAMAGE OR PERSONAL INJURY CAUSED BY PAETEC'S NEGLIGENT ACTS OR OMISSIONS, OR FOR ANY DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF PAETEC, THE AMOUNT OF PROVEN DIRECT DAMAGES; AND (III) FOR ALL OTHER CLAIMS NOT COVERED BY THE FOREGOING SUBSECTIONS, THE AMOUNT OF PROVEN DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE CHARGE APPLICABLE UNDER THE AGREEMENT FOR THE PERIOD DURING WHICH SERVICES WERE AFFECTED. IN NO EVENT SHALL PAETEC'S AND ITS AFFILIATES' CUMULATIVE LIABILITY FOR ALL CLAIMS (EXCLUDING (II) ABOVE) ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO PAETEC HEREUNDER. THIS SECTION SURVIVES TERMINATION OF THE AGREEMENT.

c) PAETEC also shall not be liable for any damages arising out of or relating to: interoperability, interaction, access or interconnection problems with applications, equipment, services, content or networks not provided by PAETEC; Service interruptions or lost or altered messages or transmissions (except to the extent credit allowances are specified in the applicable Service Level Agreement); or unauthorized access to or theft, alteration, loss or destruction of Customer's, Users' or third parties' applications, content, data, programs, information, network or systems.

13. FORCE MAJEURE. Except with respect to Customer's payment obligations for Services rendered prior to the commencement of a Force Majeure event, notwithstanding any other provision of the Agreement, neither Party shall be liable to the other Party for any delay or failure in performance of the Agreement to the extent such delay or failure is caused by fire, flood, explosion, accident, war, strike, embargo, governmental

requirement, civil or military authority, Act of God, inability to secure materials or labor or any other causes beyond its reasonable control. Any such delay or failure shall suspend the Agreement until the Force Majeure ceases.

14. RELATIONSHIP OF PARTIES. Neither the Agreement nor the provision of Service hereunder shall be deemed to create any joint venture, partnership or agency between PAETEC and Customer. The Parties are independent contractors and shall not be deemed to have any other relationship. Neither Party shall have, or hold itself out as having, the power or authority to bind or create liability for the other by its intentional or negligent act.

15. PAETEC FACILITIES. Equipment furnished by PAETEC shall remain its property and shall be returned to PAETEC on expiration or termination of the Agreement or as earlier requested by PAETEC, in good condition, reasonable wear and tear excepted. Customer shall reimburse PAETEC for any loss of, or damage to, PAETEC'S facilities or equipment on the Customer's premises, except loss or damage caused by PAETEC'S own employees, agents or contractors.

16. NOTICES. All notices and communications under the Agreement shall be in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, by regular U.S. mail, or by facsimile transmission, addressed to the respective Party as set forth in the first page of the Agreement or to such other address as may be designated in writing by such Party. Notice shall be deemed given upon mailing or sending.

17. ENTIRE AGREEMENT. The Agreement, including these Standard Terms and Conditions, PAETEC's Acceptable Use Policy ("AUP"), Service Level Agreement ("SLA") and all other schedules referenced in the Agreement or at <http://www.paetec.com/notice/legalnotice.html> and which are applicable to the Services purchased by the Customer, PAETEC's applicable tariffs, all of which are expressly incorporated by reference, and any attached schedules signed by both parties, represents the entire agreement of the Parties with respect to the subject matter hereof and supersedes all other agreements, written or oral, between the Parties relating to the Service. The tariffs, the Standard Terms and Conditions, AUP, SLA and other applicable schedules referenced in the Agreement or at <http://www.paetec.com/notice/legalnotice.html> may be modified from time to time. Any other modification to this Agreement shall be in writing and signed by authorized representatives of both Parties. In case of any conflict between the provisions of these Standard Terms and any schedule (including any Addendum), the provisions of the schedule or Addendum shall take precedence unless otherwise indicated in writing by Customer and PAETEC. A digitized (electronic) copy of the executed Agreement shall be deemed the same as an original copy. The Agreement may be executed in any number of counterparts, including facsimile counterparts

or electronic PDFs, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any hand written notation on this form or on any portion of the Agreement by Customer is rejected in its entirety unless expressly agreed to in writing by a PAETEC Vice President of Sales. The information exchanged between Customer and PAETEC concerning Services, Networks and equipment configuration, as well as information about Customer, constitutes proprietary information. Both Parties agree to keep any such information confidential unless either is obligated by law to disclose information contained herein. Provisions in the Agreement that by their sense and context are intended to survive completion of performance, termination or cancellation of the Agreement, shall survive.

18. REGULATORY CHANGE. PAETEC may amend any contract term or pricing in response to a regulatory change that materially changes the technical feasibility or economics of providing service. PAETEC will notify Customer in writing when exercising this right, after which Customer will have thirty (30) days from the date of the notice to terminate the adversely affected Services for cause by notifying PAETEC in writing. If Customer does not respond in writing to PAETEC within thirty (30) days, Customer waives its right to terminate. For avoidance of doubt, Customer's remedy pursuant to this section shall not apply for rates otherwise subject to change as designated on Customer's Rate Schedule(s).

19. WAIVER. No term or provision herein shall be waived, and no breach or default excused, unless such waiver or consent is in writing and signed by the Party to which it is attributed. No consent by a Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to or waiver of any subsequent breach or default.

20. PARTIAL INVALIDITY. If any provision of the Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render the Agreement unenforceable, but rather the Agreement shall be construed as if not containing the invalid or unenforceable provision. However, if such provision is an essential element of the Agreement, the Parties shall promptly attempt to negotiate a substitute therefor.

21. ASSIGNMENT. Customer may not assign the Agreement without the written consent of PAETEC, which consent shall not unreasonably be withheld or delayed; *provided* that no such consent shall be required for any assignment by a party to an entity that either controls or is controlled by or is under common control with that party; or to an entity which succeeds to all or substantially all of such party's assets whether by merger, sale or otherwise; or to any institutional lender to whom this Agreement is assigned as collateral security for any indebtedness of the assignor or any affiliate of the assignor. In the event of any assignment by Customer as

permitted hereunder, the assignee must comply with PAETEC'S credit and security requirements.

22. GOVERNING LAW. The Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of New York, without regard to its conflict of laws principles. Each party consents to personal jurisdiction in the state and federal courts of the State of New York.

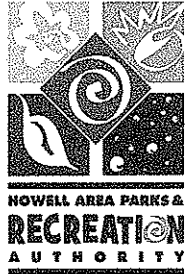
23. SPECIAL CONSTRUCTION. Provision of Services is subject to PAETEC's approval of the suitability of Customer's premises for the Services. In addition, Customer shall be responsible for all costs associated with any special construction and/or wiring that may be requested and/or required as part of PAETEC's provision of Service, and all costs arising from any Customer requested change in location of all or part of the Services prior to the completion of construction or installation.

24. TELEPHONE NUMBERS. In no event shall PAETEC be liable for (i) any telephone numbers published or distributed by Customer prior to Acceptance of Service (as hereinabove defined) at all of the Service Locations covered under the Agreement; or (ii) for any directory publishing error.

[end of schedule]

¹ PAETEC is defined for purposes of this Agreement to include PAETEC Communications, Inc., PAETEC Communications of Virginia, Inc., PAETEC Software Corp., McLeodUSA Telecommunications Services, Inc. d/b/a PAETEC Business Services; McLeodUSA Information Services, Inc; US LEC COMMUNICATIONS INC. 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 INC. 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 INC. d/b/a PAETEC Business Services; and US LEC OF VIRGINIA L.L.C. d/b/a PAETEC Business Services. "Cavalier" means Cavalier Telephone, LLC, Cavalier Telephone Mid-Atlantic, LLC, LDMI Telecommunications, Inc., Network Telephone Corp., or Talk America Inc.

The PAETEC entity that is providing regulated services to Customer under the Agreement is the entity that is certificated to provide local exchange and intrastate interexchange services in the state in which local exchange service is being supplied. All services provided to Customer by that entity are provided subject to that particular entity's federal and state tariffs. To the extent that multiple operating subsidiaries are certificated in a particular state, the entity providing service is the entity that submitted an order to secure the local access loop that is required to provide such service.



HOWELL

Area Parks and Recreation Authority

Serving the Howell Area for over 55 years!



Marshmallow Drop & Moon Glow

A NIGHTTIME EASTER EGG HUNT

This certificate recognizes

Genoa Township

In recognition of support and contributions to the
HOWELL AREA PARKS AND RECREATION AUTHORITY.

Director of Parks & Recreation
Deborah E. Mikula

April 21, 2011

Date

Enrichment Director
Beth A. Schrader