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RONALD F. NEVILLE

July 28, 2005

Via Facsimile Transmission (630-681-1020) and U.S. Mail

Patrick K. Bond, Esq.
Bond Dickson & Associates, P.C.
203 E. Liberty Drive
Wheaton, Illinois 60187

Re: SWC911 ETSB v. DuPage County ETSB
ICC Docket 05-0055

Mr. Bond:

Pursuant to our phone conference last Thursday, set out below are my comments and suggestions regarding your position letter and proposed stipulations:

1. You advised me during our July 21, 2005, phone conference that the proposed stipulations I forwarded to you on June 3, 2005 ("SWC911 ETSB proposed stipulations") are acceptable and you will sign them on behalf of your client. You also told me that DuPage ETSB has no claim against the wireless surcharge funds due the Village of Burr Ridge ("Burr Ridge"). I told you I intended to amend paragraph 10 of the SWC911 ETSB proposed stipulations to reflect that Burr Ridge is an ETSB and that the surcharge funds due Burr Ridge are being held in escrow by the Illinois Commerce Commission. Amended paragraph 10 reads as follows:

"10. The Village of Burr Ridge ("Burr Ridge") is a member of SWCD and a contract member of SWC911 ETSB. Burr Ridge has also been declared an Emergency Telephone System Board by the Illinois Commerce Commission ("Burr Ridge ETSB"). Pursuant to an agreement between Burr Ridge ETSB and SWC911 ETSB, SWC911 ETSB will provide enhanced wireless 911 telephone service for all wireless 911 calls originating within the geographical borders of Burr Ridge. In exchange for SWC911 ETSB's aforesaid services, Burr Ridge ETSB has agreed and directed that the Illinois



Commerce Commission ("ICC") to pay to SWC911 ETSB all wireless surcharge funds due Burr Ridge ETSB from zip code 60527 which are currently being held in escrow by the ICC. DuPage ETSB makes no claim against the surcharge funds due Burr Ridge ETSB from zip code 60627 and agrees said surcharge funds should be paid to SWC911 ETSB."

In addition, I advised you that paragraph 30 of the SWC911 ETSB proposed stipulations required amendment as follows:

"30. Attached to this Stipulation as Exhibit 6 is a true and accurate copy of S. Rick Gasparin's letter dated December 7, 2000, stating the ICC determined DuPage ETSB's wireless plan meets the requirements set forth in Section 728.210(c)(1)-(6) of the Illinois Administrative Code."

2. On July 21, 2005, we called Judge Hilliard and advised him we wanted to set the hearing in this case for September 21, 2005, at 10:00 a.m., but needed to confer with our respective clients/witnesses. At this time, September 21, 2005, remains agreeable to me. Please let me know as soon as possible if that date remains convenient for you. Also, today I forwarded an e-mail to Matt Harvey, with a copy to you, asking Matt if he was available on September 21, 2005. I have since received a response indicating he can proceed on September 21, 2005.
3. As I previously informed you, I have additional documents which I intend to introduce at the hearing which were not included in the SWC911 ETSB proposed stipulations. Copies of those documents are enclosed and also described below:
 - a. Village of Willowbrook Resolution 05-R-26, passed on June 13, 2005 which is, except for the reference to the ICC maintaining the wireless surcharge funds, identical to the 2002 Resolution contained in the SWC911 proposed stipulations;
 - b. Village of Clarendon Hills Resolution R-05-09, passed on June 6, 2005, which is, except for the reference to the ICC maintaining the wireless surcharge funds, identical to the 2002 Resolution contained in the SWC911 proposed stipulations; and
 - c. Several documents evidencing the fact that SWC911 ETSB has paid the amount due on account of Wireless 9-1-1 Service tariff (included in SBC tariff Number 20, Part 8, Section 3) which became effective May 21, 2004, which tariff payment includes the population encompassed by the Villages of Burr Ridge, Willowbrook, and Clarendon Hills.

4. On August 23, 2005, I intend to file SWC911 ETSB's position statement which will incorporate the original and reply positions letters I filed with Central Management Services, the SWC911 ETSB proposed stipulations as amended above, and witness affidavits, provided you and I can agree to the substance of those affidavits. I have not prepared the affidavits as yet and will do so after our next conference when we discuss the subject matter to which our respective witnesses would testify.

5. My client's response to your client's position statement which you tendered to me on June 9, 2005 is set out below:
 - a. Agree to paragraphs A., B., and C. of Section I;

 - b. Object to paragraphs A., B., and C of Section II as written, but will agree to those paragraphs provided you make clear the wireline surcharge funds are collected by the telecommunications carriers and thereafter forwarded to DuPage ETSB minus a 3% administrative fee, and replace the phrase "within its jurisdictional area" contained in paragraph A, to the language of the statute, i.e., "within its corporate limits";

 - c. Object to paragraph D of Section II as written. SWC911 ETSB will agree to the paragraph if you delete the reference to Cook, Kane, and Will Counties and limit the stipulation to DuPage County. SWC911 ETSB has no objection to Exhibit A being introduced into evidence at the hearing;

 - d. Agree to paragraph E of Section II;

 - e. Agree to paragraph F of Section II, and SWC911 ETSB has no objection to Exhibit B being introduced into evidence at the hearing;

 - f. Object to paragraph G of Section II as written. SWC911 ETSB will agree to paragraph G provided the following additional language is added: "However, by virtue of the fact the Village of Willowbrook was a member of Southwest Central Dispatch and the existence of the contract between DuPage ETSB and SWC911 ETSB (Exhibit B) the Village of Willowbrook became a contract member of SWC911 ETSB, and, as a contract member of SWC911, the Village of Willowbrook was entitled to the same services and equipment that SWC911 ETSB provides to members of SWC911 ETSB, as well as voting rights on SWC911 ETSB's Executive Committee.";

 - g. Agree to paragraph H of Section II, and SWC911 ETSB has no objection to the introduction of Exhibit C into evidence at the hearing;

- h. Object to paragraph I of Section II as written. SWC911 ETSB will agree to paragraph G provided the following additional language is added: "However, by virtue of the fact the Villages of Willowbrook and Clarendon Hills were members of Southwest Central Dispatch and the existence of the contract between DuPage ETSB and SWC911 ETSB (Exhibit C) the Villages of Willowbrook and Clarendon Hills became contract members of SWC911 ETSB, and, as a contract members of SWC911, the Villages of Willowbrook and Clarendon Hills were and are entitled to the same services and equipment that SWC911 ETSB provides to members of SWC911 ETSB, as well as voting rights on SWC911 ETSB's Executive Committee.";
- i. Agree to paragraph J of Section II;
- j. Agree to paragraph K of Section II;
- k. Object to paragraph L of Section II as written. SWC911 ETSB will agree to the following language: "SWC911 has the authority to provide wireline 911 emergency service to the Villages of Willowbrook and Clarendon Hills because of the Orders of Authority entered by the ICC.";
- l. Object to paragraph M of Section II. The statute speaks for itself and no stipulation is necessary;
- m. Object to paragraph N of Section II as written. SWC911 will agree the first page of Exhibit D is a true and correct copy of Mr. S. Rick Gasparin's letter of December 7, 2005, which states the ICC has determined that DuPage ETSB's wireless plan meets the requirements of Section 728.210(c)(1)-(6) of the Illinois Administrative Code, Part 728;
- n. Object to paragraph O of Section II as written. Please provide me with a complete copy of DuPage ETSB's wireless plan so I can consider informing you SWC911 ETSB has no objection to the document being introduced into evidence at the hearing. Also, SWC911 ETSB objects to the phrase "jurisdictional area," which should be replaced with the words of the statute, i.e. "corporate limits.";
- o. Object to paragraph P of Section II as written. SWC911 ETSB will agree that DuPage ETSB owns an MSAG which is maintained by INTRADO, but, for the reasons expressed during my phone conversation with Pat Bond on July 21, 2005, SWC911 ETSB will not agree that Exhibit E is a true and correct copy of DuPage ETSB's MSAG;

- p. For the reasons expressed during my phone conversation with Pat Bond on July 21, 2005, SWC911 ETSB will not agree to paragraph Q of Section II as written;
 - q. Agree with paragraph R of Section II; and
 - r. Object to paragraph S of Section II as written. I believe this paragraph encompasses argument and no stipulation is necessary.
6. The remainder of DuPage ETSB's position statement constitutes argument or information which does not require a stipulation. If you desire a stipulation with regard to some specific fact, please let me know and I will consider your request.
7. When we spoke on July 21, 2005, you asked that I provide you with some dates, about a week after this letter is delivered to you, for a phone conference to further discuss this matter and additional stipulations. I am currently available on August 2, 2005, between 2:00 and 3:00 p.m.; August 5, 2005, between noon and 2:00 p.m.; and August 8, 2005, anytime after 1:00 p.m. Please let me know as soon as possible which date/time is convenient for you.

Very truly yours,

NEVILLE & MAHONEY

RONALD F. NEVILLE

RFN/rn

Enclosures

cc: Matthew L. Harvey, Esq. (via facsimile transmission, with enclosures)