

**STATE OF ILLINOIS  
ILLINOIS COMMERCE COMMISSION**

SOUTHWEST CENTRAL EMERGENCY	)	
TELEPHONE SYSTEM BOARD	)	
	)	
Petitioner,	)	
v.	)	Case No. 05-0055
	)	
DUPAGE COUNTY EMERGENCY	)	
TELEPHONE SYSTEM BOARD	)	
	)	
Respondent.	)	

**DU PAGE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD  
BRIEF IN REPLY TO EXCEPTIONS**

NOW COMES the RESPONDENT, DUPAGE COUNTY EMERGENCY TELEPHONE SYSTEM BOARD (hereinafter referred to as the “DUPAGE ETSB”), by and through its attorneys, BOND, DICKSON & ASSOCIATES, P.C., and for its Brief in Reply to Exceptions states as follows:

**I. INTRODUCTION**

Administrative Law Judge Hilliard submitted the Proposed Order for this matter on July 25, 2006. Thereafter, DUPAGE ETSB, SOUTHWEST CENTRAL 9-1-1 SYSTEM also referred to as SOUTHWEST CENTRAL ETSB (hereinafter referred to as “SWC911”) and the ILLINOIS COMMERCE COMMISSION STAFF (hereinafter referred to as “ICC STAFF”) on August 8, 2006 filed Briefs on Exception to the Administrative Law Judge’s Proposed Order. DUPAGE ETSB agrees with the additional language suggested by ICC STAFF in its Brief on Exceptions. In SWC911’s Brief on Exceptions, SWC911 makes ten (10) exceptions to the Proposed Order. For the reasons stated herein, the Proposed Order, as amended in accordance within comments of ICC

STAFF and DUPAGE ETSB is factually and legally sound and well reasoned, and should not be modified in the manner suggested by SWC911.

The Wireless Act, Section 50 ILCS 751/25 provides a two step analysis to determine the appropriate distribution of the surcharge funds. First, the Illinois Commerce Commission (hereinafter referred to as “ICC”) must look to the zip codes for the area in dispute and distribute the surcharge money to the Emergency Telephone System Board (hereinafter referred to as “ETSB”) for that zip code. If the ICC determines that a zip code is present in areas served by two ETSBs (“overlapping jurisdiction”), the ICC must grant the surcharge money based upon reference to an official Master Street Address Guide (hereinafter referred to as “MSAG”) to the ETSB whose public safety answering points (hereinafter referred to as “PSAP”) provide wireless 9-1-1 service to the zip codes in question.

## **II. REPLY TO THE EXCEPTIONS OF SWC911**

SWC911 makes ten (10) exceptions to the Proposed Order. They are addressed in turn by this Reply.

### **A. SWC911 Exception No. 1**

Most of the language suggested by SWC911 in its Exception number 1, which would replace a portion of the first paragraph in Part IV of the Proposed Order, merely distinguishes Southwest Central Dispatch (hereinafter “SWCD”) and SWC911. These changes, if made, would not affect the outcome of this case, even if the suggested changes were clearly supported by the Record as SWC911 argues.

With its suggested language, SWC911 would also remove the reference to Willowbrook and Clarendon Hills as members of DUPAGE ETSB, and would describe

those municipalities as “members” of Southwest Central Dispatch. Such a change would be inaccurate and misleading, and the ICC should decline to make such a change.

Both Willowbrook and Clarendon Hills are signatories to the Joint Public Safety Agreement, signed in 1987, establishing SWCD. *See* testimony of Cindy Barbers-Brelle, page 157 of the Record, Lines 17-19. Whether that Agreement or the SWCD By-laws designate the municipalities as “members” is irrelevant. The relevant determination for purposes of the first part of the Section 25 analysis is which entity, DUPAGE ETSB or SWC, is the appropriate ETSB for Willowbrook and Clarendon Hills. 50 ILCS 751/25. DUPAGE ETSB is the only ETSB in existence for Willowbrook and Clarendon Hills, and, therefore, Willowbrook and Clarendon Hills are currently members of DUPAGE ETSB and no other ETSB.

Under the Wireless Act, an “emergency telephone system board” is defined as “a board appointed by the corporate authorities of any county or municipality that provides for the management and operation of a 9-1-1 system within the scope of such duties and powers as are prescribed in the [Wireline] Act.” 50 ILCS 751/10. Therefore, the Wireless Act requires that an ETSB be appointed by the corporate authorities of a county or municipality. It further requires reference to the Wireline Act to determine the appropriate ETSB. “Board,” under the Wireline Act, means “an Emergency Telephone System Board or Joint Emergency Telephone System Board created pursuant to Section 15.4 of the Wireline Act.” 50 ILCS 750/2.11. Pursuant to Section 15.4 of the Wireline Act, only the corporate authorities of a county or municipality that imposes a surcharge under Section 15.3 of the Wireline Act is entitled to establish, appoint or select an ETSB. 50 ILCS 750/15.4. Under section 15.3 of the Wireline Act, in order for the corporate

authorities of a county or municipality to be authorized to impose a surcharge on telephone subscribers, the electors of the county or municipality must have voted in favor of a referendum approving a surcharge for the purpose of establishing a 9-1-1 emergency telephone system. 50 ILCS 750/15.3.

Neither Willowbrook nor Clarendon Hills have passed a referendum pursuant to Section 15.3 of the Wireline Act. *See* Respondent's Exhibit "G." Accordingly, the corporate authorities of Willowbrook and Clarendon Hills are not authorized to impose a surcharge upon billed subscribers of network connections for the purpose of installing or improving a 9-1-1 emergency telephone system, or to establish, select or appoint an ETSB, or to establish, select or appoint a joint ETSB in conjunction with other municipalities. 50 ILCS 750/15.3. Therefore, though the By-laws of SWCD and SWC911 may designate Willowbrook and Clarendon Hills as "members" or contract members", this designation is irrelevant as to what ETSB is entitled to the surcharge funds.

Indeed, SWC911's own witnesses both testified that Willowbrook and Clarendon Hills are members of DUPAGE ETSB. Cindy Barbera-Brelle, the former Director of SWC911 for approximately ten (10) years, testified that Willowbrook and Clarendon Hills are both currently members of DUPAGE ETSB, and that the municipalities have taken no action that would of change their status as members of DUPAGE ETSB. *See* testimony of Cindy Barbera-Brelle, page 192, lines 21-22 and page 193, lines 1-6 of the Record. Moreover, William Shanley, current Director of SWC911, testified that Willowbrook and Clarendon Hills **could not** be members of SWC911. *See* testimony of William Shanley, page 237 of the Record, lines 11-20. Therefore, the DUPAGE ETSB is

the only ETSB for Willowbrook and Clarendon Hills, and the suggested language of SWC911 should not be adopted.

**B. SWC911 Exception No. 2**

The second exception made by SWC911 takes issue with the following language from the third paragraph of Part IV of the Proposed Order:

“It is further clear that DuPage has been the primary public safety answering point for wireless calls originating in the Village of Clarendon Hills and Willowbrook since 1994; the DuPage County Sheriff’s Office answers such calls and relays them to Southwest Central Dispatch. DuPage L at 2 Tr. and 295-98, 475.”

The suggested replacement language would state that DUPAGE ETSB is not the PSAP for Willowbrook and Clarendon Hills. Further, the suggested language would state that SWC911 should receive the surcharge funds even if it is not the wireless PSAP because it dispatches wireless 911 calls emanating from Willowbrook and Clarendon Hills. Such language, if adopted, would directly conflict with the clear language of Section 25 of the Wireless Act. For this reason, no change should be made to the language of the Proposed Order stated above.

DUPAGE ETSB is the only entity that has a PSAP providing wireless service to Willowbrook and Clarendon Hills. As provided in Section 729.600 of the Illinois Administrative Code, 83 Ill. Adm. Code 729.600, like in the provisions of Section 25 of the Wireless Act, if it is determined that overlapping jurisdiction exists, the surcharge grants must be made to the ETSB whose PSAPs provide wireless 9-1-1 service to the area in question. Section 728.105 of the Illinois Administrative Code, 83 Ill. Adm. Code 728.105, provides that “PSAP” means: “Public Safety Answering Point, sometimes called a Center or 9-1-1 Center; the initial answering location of a 9-1-1 call.” Also defined in that Section is “wireless public safety answering point”, which means “the

functional division of an ETSB...accepting wireless 9-1-1 calls.” 83 Ill. Adm. Code 728.105. Therefore, grants for areas of overlapping jurisdiction are made to the ETSB whose PSAPs provide wireless 9-1-1 service to the jurisdiction in dispute. SWC911 does not have any PSAP that initially answers or that accepts, wireless calls from Willowbrook and Clarendon Hills and, therefore, cannot by law, receive the wireless surcharge monies.

Witnesses at the hearing for both SWC911 and DUPAGE ETSB all agreed or testified that the DUPAGE ETSB PSAP and not SWC911 was the initial answering location of wireless 9-1-1 calls in Willowbrook and Clarendon Hills. William Shanley, Director of SWC911, stated that when a wireless call emanates from the geographical areas of Willowbrook and Clarendon Hills the call does not go directly to SWC911 ETSB but first goes to the DUPAGE ETSB dispatch center. *See* Page 222 of the Record, lines 12-21; page 246 of the Record, lines 3-8. Vidas Germanas testified that the PSAP for Willowbrook and Clarendon Hills is the DuPage County Sheriff’s Office. *See* testimony of Vidas Germanas, page 343 of the Record, lines 1-7; testimony of Nancy Hauptman, page 420 of the Record, lines 20-22, and page 421, lines 1-8 and testimony of Thomas Janaes, page 475 of the Record, lines 7-12.

Additionally, the Wireless Plan submitted by DUPAGE ETSB and approved by the ICC provides in Section 1.07 the following language regarding initial answering locations of wireless 9-1-1 calls:

The wireless 9-1-1 calls originating in Clarendon Hills and Willowbrook will be answered by the DuPage County Sheriff’s Office and transferred to Southwest Central Dispatch for dispatch purposes. The wireless 9-1-1 surcharge from zip plus four codes in Clarendon Hills and Willowbrook will be remitted to the DuPage County Emergency Telephone System Board.

*See* Respondent’s Exhibit “L;” and Exhibit “L” Schedule A, Subsection C, Number 7.

In addition to adding language that DUPAGE ETSB is not the PSAP, SWC911 would also add language that SWC911 should receive the wireless surcharge funds for Willowbrook and Clarendon Hills, because it dispatches wireless calls originating in those municipalities. SWC911 argues that a reading of Section 25 indicates that the ICC is to distribute the surcharge funds to the ETSB which has actual and current responsibility to receive and dispatch wireline 9-1-1 telephone calls for the zip codes in question. SWC911 does not state or explain which language it is referring to in Section 25. This is so because no language exists in the Wireless or Wireline Act which would engender such and understanding.

In support of its suggested replacement language, SWC911 argues that DUPAGE ETSB has relinquished jurisdiction over Willowbrook and Clarendon Hills because DUPAGE ETSB's Wireless Plan (Exhibit L) provides that wireless calls will be dispatched by SWC911. However, the Wireless Plan makes no indication that DUPAGE ETSB relinquished its jurisdiction. In fact, SWC911 provides dispatch services pursuant to intergovernmental agreement, as the DUPAGE ETSB Wireless Plan acknowledges. Exhibit L, Schedule A, Section 1.07. The intergovernmental agreement is contractual language granting SWC911 the authority to dispatch wireline 9-1-1 calls clearly states that DUPAGE ETSB does not relinquish jurisdiction, and provides that Willowbrook and Clarendon Hills are still members of DUPAGE ETSB. *See* Petitioner's Exhibits "10" and "11." Specifically, the intergovernmental agreements state in pertinent part that "it is the intent of the parties hereto that the Village of Willowbrook and the Village of Clarendon Hills *shall not* be members of the Southwest Central 9-1-1 System." *Id.* at para. 2.

That DUPAGE ETSB did not relinquish jurisdiction was acknowledged by the witnesses of SWC911. *See* Record, page 192, lines 21-22; page 193, lines 1-6; and page 237, lines 11-20. Further, the fact that DUPAGE ETSB acts as the initial answering location for wireless calls emanating from Willowbrook and Clarendon Hills is inconsistent with the claims of SWC911 that DUPAGE ETSB relinquished jurisdiction. For the reasons stated above, the suggested changes of SWC911 should not be adopted.

**C. SWC911 Exception No. 3**

The suggested replacement language in SWC911's Exception Number 3 is substantively much the same as the suggested language in Exception Number 2. Basically, SWC911 believes that it is entitled to the surcharge funds because of its dispatch activities. As stated above, this understanding does not comport with any language in the Wireless or Wireline Acts.

The language of the Proposed Order on page 10 that SWC911 would remove is a critical component, as the language concludes that DUPAGE ETSB is the ETSB entitled to the wireless surcharge funds because it declared in a timely and lawful manner that it intended to continue to provide wireless 9-1-1 service to Willowbrook and Clarendon Hills. As ICC STAFF correctly asserted in its Initial Trial Brief, the General Assembly gave DUPAGE ETSB a "right of first refusal" to provide wireless 9-1-1 service to Willowbrook and Clarendon Hills. *See* Initial Brief of ICC Staff, page 13. That "right of first refusal" is found in Section 15(b) of the Wireless Act, which provides in part:

Any emergency telephone system board or qualified governmental entity providing wireless 9-1-1 service prior to the effective date of this Act may continue to operate upon notification as previously described in this Section. An emergency telephone system board or a qualified governmental entity shall submit, with its notification, the date upon which it commenced operating.

50 ILCS 751/15(b)

On December 29, 1999, pursuant to 50 ILCS 751/15(b), DUPAGE ETSB filed a wireless 9-1-1 plan with the ICC stating its declaration of intention to serve as a wireless 9-1-1 PSAP for Willowbrook and Clarendon Hills and other DuPage County municipalities. *See* Respondent’s Exhibit “L.” DUPAGE ETSB has been providing wireless service to Willowbrook and Clarendon Hills since October 27, 1994, well before the effective date of the Wireless Act. *Id.* *See* Testimony of Nancy Hauptman, page 421, lines 9-13, of the Record. This fact is not disputed by SWC911. *See* Testimony of William Shanley, page 242, lines 18-22, of the Record. DUPAGE ETSB was providing wireless service to Willowbrook and Clarendon Hills some five years prior to the effective date of the Wireless Act, and by filing its Wireless Plan within seven days of the passage of the Wireless Act, it perfected its right to remain the primary wireless PSAP for Willowbrook and Clarendon Hills. *See* Initial Brief of ICC Staff, page 14. Additionally, by perfecting its right to be the primary wireless PSAP, DUPAGE ETSB resolved the question under Section 25 as to which entity is the “appropriate” ETSB. DUPAGE ETSB is the appropriate entity, because it followed the procedure as set out in Section 15(b) of the Wireless Act, and the ICC should decline to make the change suggested by SWC911 in its Exception number 3.

**D. SWC911 Exception No. 4**

For its Exception number 4, SWC911 argues that the case of *Village of Montgomery v. Commerce Comm’n*, 249 Ill. App. 3d 484, 618 N.E.2d 1295 (2d Dist. 1993) is inapposite to the instant case. SWC911’S assertion is erroneous, and the Administrative Law Judge’s reliance on *Montgomery* is appropriate and legally correct.

In *Montgomery*, the court affirmed an ICC finding that a municipality is not permitted to opt out of a proposed emergency telephone system after the passage of a county-wide referendum. *Id.* at 1305. SWC911 argues that the instant case, unlike *Montgomery*, is not about whether the ICC can grant authority to Willowbrook and Clarendon Hills to disconnect from DUPAGE ETSB, but is about which ETSB the wireless surcharge funds should be granted. Despite SWC911's argument, the instant case is about membership in a particular ETSB. Section 25 provides that the wireless surcharge funds for particular municipalities go to the ETSB for those municipalities. As explained in DUPAGE ETSB's Initial Trial Brief, its Reply Brief, and in its arguments above, DUPAGE ETSB is the only ETSB serving Willowbrook and Clarendon Hills because the requisite referendum was passed in DuPage County pursuant to Section 15.3 of the Wireline Act. 50 ILCS 750/15.3. For the ICC to declare that SWC911 is entitled to the surcharge funds would be, in effect, to allow Willowbrook and Clarendon Hills to opt out of DUPAGE ETSB.

**E. SWC911 Exception No. 5**

In the Proposed Order, Judge Hilliard finds that the current arrangement whereby the DUPAGE ETSB first answers wireless calls and transfers those calls via landline to SWC911 for dispatch purposes is effective and consistent with preserving public safety. SWC911 would change this finding and have the Order state the opposite – that the arrangement adversely affects the public health, safety and welfare. SWC911 also requests an additional hearing, pursuant to Section 200.870 of the Illinois Administrative Code, on the issue of public safety, if the ICC believes that the record evidence is inadequate. 83 Ill. Adm. Code 200.870. For the reasons stated herein, the evidence

conclusively demonstrates that the current arrangement preserves the public health, safety and welfare. Thus, no additional hearing is necessary and the Proposed Order should remain unchanged.

William Shanley, one of SWC911's own witnesses, could only recall two occasions when fire or rescue responses were misdirected by dispatchers. *See* testimony of William Shanley, page 290, lines 18-22, of the Record. As noted by ICC STAFF in its Initial Trial Brief, two incidents over the course of a nearly 12 year period is well within acceptable limits. *See* Trial Brief of ICC Staff, page 17. SWC911 produced no other evidence to show that the current arrangement, whereby DUPAGE ETSB answers wireless 9-1-1 calls and transfers the appropriate calls to SWC911, has ever had any negative impact on public health or safety. The witnesses of DUPAGE ETSB made clear that no safety issues exist. *See* Testimony of Nancy Hauptman, page 422, lines 1-7, of the Record. Ms. Hauptman further testified that she would be made aware of any safety issues that might arise from the transfer of wireless calls from Willowbrook to Clarendon Hills. *Id.*, page 423, line 10. ICC STAFF agreed that the current call handling agreement appeared to be effective and consistent with preserving public safety. *See* Initial Brief of ICC Staff, page 17. Further, while the witnesses of SWC911 testified that unnecessary delay resulted from the current call handling arrangement, no evidence was ever presented that the delays affected public safety. Accordingly, based on the evidence, a fact finder could not reasonably conclude, as SWC911 urges the ICC to do in this case, that safety issues are present in the current call handling arrangement. The Administrative Law Judge's Proposed Order on this issue was hardly "unrealistic and naive" as SWC911 asserts. Rather, the conclusion reached by the Administrative Law

Judge was the correct conclusion because there was no evidence that unacceptable safety issues exist or have ever existed.

No additional hearing should be granted to SWC911 for the purpose of producing additional record evidence on safety issues. After a matter has been marked “heard and taken” additional hearings should only be held when there are material changes of law or fact. 83 Ill. Adm. Code 200.870. No changes of law or fact have occurred. Further, in its request for an additional hearing, SWC911 provides no explanation as to why additional evidence on the safety issues was not previously adduced as is required by Section 200.870. SWC911 was provided with the opportunity to inquire of its witnesses as to safety and other issues relating to this case. If SWC911 now deems that evidence and testimony either insufficient or unconvincing, it is too late for SWC911 to correct it.

**F. SWC911 Exception No. 6 and No. 7**

The language suggested by SWC911 in its Exceptions No. 6 and No. 7 should not be adopted. The last paragraph on page 11 of the Proposed Order is an accurate and appropriate summary of the findings of the Administrative Law Judge. For the reasons stated in this Reply to Brief on Exceptions of DUPAGE ETSB, and in its Initial Trial Brief and Reply Brief, the Proposed Order should not be changed with the language suggested by SWC911 in its Exceptions Number 6 and Number 7.

**G. SWC911 Exception No. 8**

The suggested change of SWC911 in its Exception Number 8 that the Emergency Service Numbers (hereinafter referred to as “ESN”) numbers for Clarendon Hills and Willowbrook should be included in the SWC911 Master Street Address Guide

(hereinafter referred to as “MSAG”) should not be adopted because the ESN numbers are properly included in DUPAGE ETSB’S MSAG.

In resolving a dispute under Section 25 of the Wireless Act, if the ICC determines in the first step of the Section 25 analysis that there is overlapping jurisdiction, it reaches the second step, and must look to the official MSAG to determine what entity is to receive the disputed surcharge funds. An MSAG is a collection of street addresses and street names and types which are relevant to 9-1-1 call routing. *See* testimony of Vidas Germanas, page 334 of the Record, lines 6-9. An ESN is a number contained within the MSAG that determines police and fire routing. *Id.*, lines 20-22.

The ESN numbers for Willowbrook and Clarendon Hills were not improperly removed. The official, and only, MSAG submitted in this matter by DUPAGE ETSB shows that Willowbrook and Clarendon Hills are included in the DUPAGE ETSB MSAG. *See* Respondent’s Exhibit “R”. As to the ESN numbers for Willowbrook and Clarendon Hills, Mr. Germanas testified that they are properly included within the DUPAGE ETSB MSAG, and that he is solely responsible for the maintenance and management of those MSAG and ESN numbers. *Id.*, page 340 of the Record, lines 7-15. Accordingly, as the testimony and evidence show, reference to the MSAG by the ICC demonstrates that Willowbrook and Clarendon Hills are in DUPAGE ETSB’S jurisdiction. Thus, the MSAG requires that the wireless surcharge be distributed to DUPAGE ETSB.

SWC911 did not submit an MSAG in these proceedings, but argued that the ESN numbers for Willowbrook and Clarendon Hills were wrongly transferred from SWC911’S MSAG to DUPAGE ETSB’S MSAG in June 2005. *See* testimony of William Shanley,

page 228 of the Record, lines 11-18. While DUPAGE ETSB acknowledges that the ESN numbers were in the MSAG for SWC911 ETSB prior to June 2005, the evidence demonstrates that those ESN numbers had been wrongly placed in the SWC911 MSAG sometime after 1999. *See* testimony of Vidas Germanas, page 341 of the Record, lines 7-9. In June 2005, DUPAGE ETSB requested and received from the phone company, SBC Illinois, a transfer of those ESN numbers back to the MSAG of DUPAGE ETSB. *Id.*

Though SWC911 claims that the ESNs were wrongly moved, and that the Proposed Order should be changed to reflect such, there is no dispute among the parties that the ESNs for Willowbrook and Clarendon Hills are currently in the DUPAGE ETSB MSAG. *See* testimony of William Shanley, page 228 of the Record, line 4. Additionally, there is nothing in the Record indicating that SWC911 has attempted to correct the ESN numbers it claims were wrongfully transferred, and SWC911 did not show or argue that Mr. Germanas violated any established procedures or laws by transferring the ESN numbers. This seems to be an implicit acknowledgement by SWC911 that the ESN numbers are now properly placed.

Regardless of where the ESN numbers *were*, the relevant inquiry for purposes of the Section 25 analysis is where the ESN numbers *are* when the ICC hears evidence. There is no dispute among the parties that the ESN numbers for Willowbrook and Clarendon Hills are currently in the DUPAGE ETSB MSAG. *See* testimony of William Shanley, page 228, line 4, of the Record; testimony of Eugene Valentine, page 101 of the Record. For these reasons, the Administrative Law Judge's conclusion that the ESN numbers are properly within the DUPAGE ETSB MSAG was correct, supported by the evidence and should not be modified as suggested by SWC911.

**H. SWC911 Exception No. 9**

SWC911 argues that it was error for the Administrative Law Judge to fail to take into consideration that SWC911 pays the SBC tariff for Willowbrook and Clarendon Hills. No such error was made. As ICC STAFF noted in its Reply Brief, SWC911'S paying of the SBC tariff, and making other expenditures is not relevant since SWC911 is obligated to expend funds in performance of its contract with DUPAGE ETSB. Further, DUPAGE ETSB also pays the SBC tariff for Willowbrook and Clarendon Hills. *See* testimony of Eugene Valentine, page 96, lines 1-5 of the Record; Nancy Hauptman, Record pages 426, line 22 and page 427, lines 1-2. This fact mitigates any claim that SWC911 is the appropriate entity to receive the surcharge because it pays the SBC tariff.

**I. SWC911 Exception No. 10**

For its final exception, SWC911 would add language that SWC911 is entitled to 95% of the wireless surcharge funds under a theory of constructive contract and/or *quantum meruit*. There is no basis in fact or law for either of these claims, and the Administrative Law Judge should decline to change the Proposed Order as SWC911 suggests.

As correctly noted in the Proposed Order and the Initial Brief of ICC STAFF, the equitable arguments of SWC911 cannot defeat the requirements of the Wireless and Wireline Acts. *See* Proposed Order, Page 11. Essentially, SWC911 is asking the ICC to determine that, despite the detailed statutory scheme for regulation of ETSBs and disbursement of wireless surcharge funds, and ignoring the fact that DUPAGE ETSB is the appropriate ETSB to receive the wireless surcharge funds under Section 25, SWC911 should still be entitled to the wireless surcharge funds for Willowbrook and Clarendon

Hills. This request defies logic, especially considering the fact that the Record demonstrates DUPAGE ETSB expends more money than SWC911 in handling wireless 9-1-1 calls, and that the wireless surcharge funds received by DUPAGE ETSB are necessary to defray the costs associated with DUPAGE ETSB'S answering and handling wireless 9-1-1 calls. See Record, Pages 426-431.

**CONCLUSION**

WHEREFORE, RESPONDENT, DUPAGE COUNTY EMERGENCY TELEPHONE SYSTEMS BOARD respectfully requests that the Illinois Commerce Commission adopt the Administrative Law Judge's PROPOSED ORDER with the changes suggested by DuPage County Emergency Telephone System Board, and Illinois Commerce Commission Staff, and without the changes suggested by Southwest Central Emergency Telephone System Board.

Respectfully submitted,

DUPAGE COUNTY EMERGENCY  
TELEPHONE SYSTEM BOARD

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