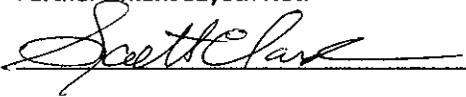


PETITIONER AFFIDAVIT

I, Scott Clark being duly sworn upon oath, depose and state that I am Chairman of the Wayne County Emergency Telephone System Board of Wayne County Illinois, and that I have knowledge pertaining to the instruments hereafter described and the facts set forth in the following instruments are correct:

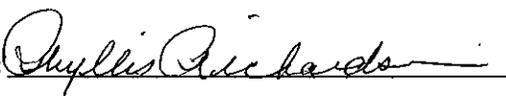
1. Letter of intent dated: 11-26-2012
2. Outline to application for provision of 9-1-1 service.
3. Narrative
4. Maps showing boundaries of the proposed system, jurisdictional boundaries of system Participants, and adjoining public agencies and public safety agencies. (Exhibits 1 & 2)
5. List of system participants showing land area and estimated population.
6. List of public agencies or public safety agencies adjacent to proposed system boundaries (Exhibit 4)
7. List of telephone companies and their exchanges in which the proposed system will Operate. (Exhibit 5)
8. Financial arrangements call handling and telecommunication services. (Exhibit 6)
9. Installation and monthly charges. (Exhibit 7)
10. The information contained on the agreements entered into between PSAP and system Participants, and the authenticity of the signatures on the agreements. (Exhibits 8 & 9)
11. Answer to all questions appearing on questionnaire. (Exhibit 10)
12. System will not be activated with a database error ratio greater than 1%.

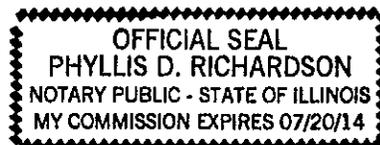
Further Affiant Sayeth Not.



Affiant

Subscribed and sworn to before me this 10th day of December, 2011

Notary Public 



Telecommunications Carrier AFFIDAVIT

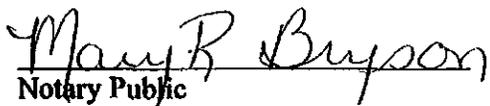
I, Kevin Pyle, being duly sworn upon oath, depose and state that I am General Manager/Executive Vice President for Hamilton County Telephone Co-op, that I have knowledge pertaining to the instruments hereafter described and that the facts set forth in the following instruments are true and correct:

1. Telecommunications Carrier exchange boundary maps for Hamilton County Telephone Co-op within the county of Wayne. (*Exhibits 1 & 2*)
2. A list of the Hamilton County Telephone Co-op exchanges in which the proposed system will operate. (*Exhibit 5*)
3. System Costs. (*Exhibit 7*)
4. Answers provided by Hamilton County Telephone Co-op to questions appearing on the questionnaire. (*Exhibit 10*)
5. Hamilton County Telephone Co-op will not activate the proposed 9-1-1 system with database error ratio greater than 1%.

Further Affiant Sayeth Not


Affiant

Subscribed and sworn to before me this 16 day of November, 2012.


Notary Public



~~SECRET~~
Wabash Telephone Coop, Inc.

Telecommunications Carrier
AFFIDAVIT

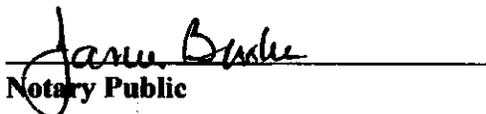
I, Jeffery D. Williams, being duly sworn upon oath, depose and state that I am General Manager/EVP for Wabash Telephone Coop., Inc. that I have knowledge pertaining to the instruments hereafter described and that the facts set forth in the following instruments are true and correct:

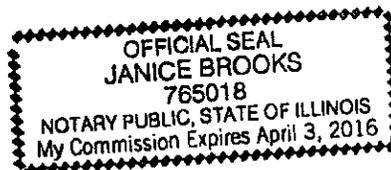
1. Telecommunications Carrier exchange boundary maps for Wabash Telephone Coop., Inc. within the County of Wayne. (Exhibits 1 & 2)
2. A list of the Wabash Telephone Coop., Inc. exchanges in which the proposed system will operate. (Exhibit 5)
3. System Costs. (Exhibit 7)
4. Answers provided by Wabash Telephone Coop., Inc. to questions appearing on the questionnaire. (Exhibit 10)
5. Wabash Telephone Coop., Inc. will not activate the proposed 9-1-1 system with database error ratio greater than 1%.

Further Affiant Sayeth Not


Affiant

Subscribed and sworn to before me this 30 day of July, 2012.


Notary Public



Telecommunications Carrier

AFFIDAVIT

I, Venancio Escutia, being duly sworn upon oath, depose and state that I am Specialist – Project Manager for Frontier Communications. That I have knowledge pertaining to the instruments hereafter described and that the facts set forth in the following instruments are true and correct:

1. Telecommunications Carrier exchange boundary maps for Frontier Communications within **Wayne County Illinois**. (Exhibits 1 & 2)
2. A list of the Frontier Communications exchanges in which the proposed system will operate. (Exhibit 5)
3. System Costs. (Exhibit 7)
4. Answers provided by Frontier Communications to questions appearing on the questionnaire. (Exhibit 10)
5. Frontier Communications will not activate the proposed 9-1-1 system with database error ratio greater than 1%.

Further Affiant Sayeth Not


Affiant

Subscribed and sworn to before me this 6 day of August, 2012.


Notary Public



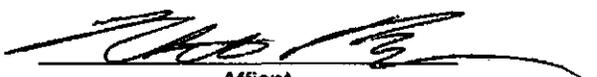
Telecommunications Carrier

AFFIDAVIT

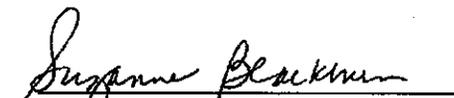
I, RHETT BEEKMAN, being duly sworn upon oath, depose and state that I am a 9-1-1 PROJECT MANAGER for AT&T that I have knowledge pertaining to the instruments hereafter described and that the facts set forth in the following instruments are true and correct:

1. Telecommunications Carrier exchange boundary maps for AT&T within **WAYNE County Illinois.** (Exhibits 1 & 2)
2. A list of the AT&T exchanges in which the proposed system will operate. (Exhibit 5)
3. System Costs. (Exhibit 7)
4. Answers provided by AT&T to questions appearing on the questionnaire. (Exhibit 10)
5. Frontier will not activate the proposed 9-1-1 system with database error ratio greater than 1%.

Further Affiant Sayeth Not


Affiant

Subscribed and sworn to before me this 11th day of October, 2012.


Notary Public



LETTER OF INTENT

11-26-2012

Rhett Beekman
AT&T

Dear Mr. Beekman:

This letter is to confirm our intent to install an Enhanced 9-1-1 System. The selective routing feature for the enhanced 9-1-1 system will be provided by the local exchange carrier. We assume, unless otherwise notified, that the 9-1-1 System will be installed and in operation by February 1, 2013. Public phones under your jurisdiction will also be posted and operational with 9-1-1 coin free dialing.

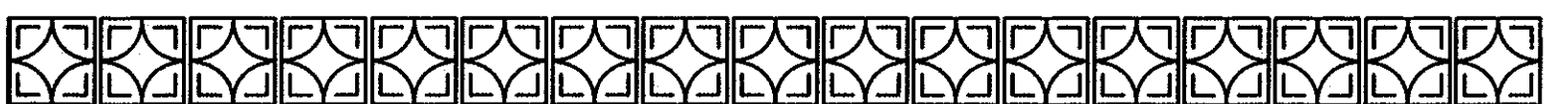
Enclosed is your copy of our application to the Illinois Commerce Commission for approval for establishing 9-1-1 service. Thank you for your attention to this matter.

Sincerely,



Scott Clark
Chairman
Wayne County ETSB

enc: application



LETTER OF INTENT

11-26-2012

Michael F. Davis
Senior Account Executive
Frontier Communications
112 W Elm ST.
Sycamore, IL 60178

Dear Mr. Davis:

This letter is to confirm our intent to install an Enhanced 9-1-1 System. The selective routing feature for the enhanced 9-1-1 system will be provided by the local exchange carrier. We assume, unless otherwise notified, that the 9-1-1 System will be installed and in operation by February 1, 2013. Public phones under your jurisdiction will also be posted and operational with 9-1-1 coin free dialing.

Enclosed is your copy of our application to the Illinois Commerce Commission for approval for establishing 9-1-1 service. Thank you for your attention to this matter.

Sincerely,



Scott Clark
Chairman
Wayne County ETSB

enc: application



LETTER OF INTENT

11-26-2012

Jeff Williams
Wabash Telephone
210 South Church St
Louisville, IL 62858

Dear Mr. Williams:

This letter is to confirm our intent to install an Enhanced 9-1-1 System. The selective routing feature for the enhanced 9-1-1 system will be provided by the local exchange carrier. We assume, unless otherwise notified, that the 9-1-1 System will be installed and in operation by February 1, 2013. Public phones under your jurisdiction will also be posted and operational with 9-1-1 coin free dialing.

Enclosed is your copy of our application to the Illinois Commerce Commission for approval for establishing 9-1-1 service. Thank you for your attention to this matter.

Sincerely,



Scott Clark
Chairman
Wayne County ETSB

enc: application



LETTER OF INTENT

11-26-2012

Kevin Pyle
Hamilton County Telephone Co-op
P.O. Box 40
Dahlgren, IL 62828

Dear Mr. Pyle:

This letter is to confirm our intent to install an Enhanced 9-1-1 System. The selective routing feature for the enhanced 9-1-1 system will be provided by the local exchange carrier. We assume, unless otherwise notified, that the 9-1-1 System will be installed and in operation by February 1, 2013. Public phones under your jurisdiction will also be posted and operational with 9-1-1 coin free dialing.

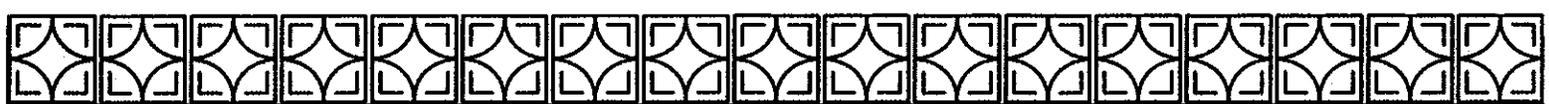
Enclosed is your copy of our application to the Illinois Commerce Commission for approval for establishing 9-1-1 service. Thank you for your attention to this matter.

Sincerely,



Scott Clark
Chairman
Wayne County ETSB

enclosure: application



Ordinance
Implementation of 9-1-1 Surcharge

WHEREAS, the State of Illinois has enacted into law the Emergency Telephone System Act, as amended, (the "Act"); and

WHEREAS, the Act enables counties to impose a surcharge on monthly billed subscribers of telecommunication carriers at a rate per network connection in order to implement and/or upgrade and maintain a 9-1-1 emergency telephone system; and

WHEREAS, the Act requires the telecommunication carriers to collect the surcharge from its monthly billed subscribers residing within the corporate limits of the county imposing the surcharge; and

WHEREAS, the Act allows the telecommunication carriers to deduct and retain 3% of the gross amount of surcharge collected for reimbursement of the expense of accounting and collecting the surcharge; and

WHEREAS, the Act further provides that before the surcharge may be imposed it must be authorized by a majority of the voters in a referendum by the county; and

WHEREAS, the County Board of Wayne County deems it to be in the best interest of the county to implement and upgrade and maintain a 9-1-1 emergency telephone system and to impose a surcharge on the monthly billed subscribers of telecommunication carriers residing within the county to pay for the costs associated therewith;

NOW THEREFORE, be it ordained by the County Board of Wayne County, Illinois, as follows:

Section One. A surcharge is hereby imposed, subject to the provisions of Section Two and Three, upon the monthly billed subscribers of telecommunication carriers residing within the county for funding of a 9-1-1 emergency telephone system.

Section Two. A referendum was passed by a majority of the voters of Wayne County, Illinois, at the general primary election February 5, 2008, to impose a surcharge of up to \$2.25 per network connection, which surcharge will be added to the monthly bill received for telephone and telecommunications charges.

Section Three. A surcharge is hereby imposed on monthly bill subscribers of telecommunication carriers residing within the county at a rate of \$2.00 per month per network connection, as hereinafter defined.

Section Four. A monthly billed subscriber shall be deemed to reside within the county if the service address, as hereinafter defined, is located within the county.

Section Five. For purpose of this ordinance the following definitions shall apply:

- a. "Network connection" means the number of voice grade communication channels directly between a subscriber and a telecommunications carrier's public switched network without the intervention of any other telecommunications carriers switched which would be required to carry the subscriber's Inter-premises traffic.
- b. "Service address" means the location of the subscriber's telecommunications facilities accessing the network connection or connections that are subject to the surcharge. If this is not a defined location, service address shall mean the location of a subscriber's primary use of the network connection as defined by the telephone number, authorization code, or location in Illinois where bills are sent.
- c. "Telecommunications carrier" means any natural individual, firm, trust estate, partnership, association, joint stock company, joint adventure, corporation, municipal corporation or political subdivision of this State, or a receiver, trustee, conservator, or other representative appointed by order of any court engaged in the business of transmitting messages by means of electricity.

Section Six. The County Clerk shall provide any telecommunication carrier collecting the surcharge with a certified list of those network connections assigned to the county to be exempt from imposition of the surcharge. The certified list may be revised by the county on sixty (60) days prior written notice provided to the telecommunications carriers.

Section Seven. The surcharge shall be imposed on the first day of the month following the expiration of 90 days from the date the County Clerk certifies to any of the telecommunication carriers who are required to collect the surcharge that the referendum referred to in Section Two has passed.

Section Eight. Each telecommunication carrier is hereby authorized and instructed to deduct 3% from the gross amount of surcharge collected prior to remittance under Section Nine of this ordinance in reimbursement for the expense of accounting and collecting the surcharge.

Section Nine. Every telecommunication carrier shall remit to the County Treasurer the amount of surcharge collected for each calendar month within 30 days following expiration of each month to which the surcharge applies, net of any network or other 9-1-1 or sophisticated 9-1-1 system charge then due to the particular telecommunication carrier as shown on an itemized bill and the 3% accounting and collection charge described in Section Eight.

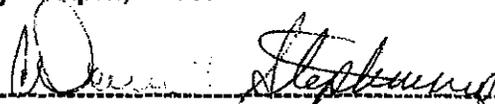
Section Ten. Simultaneously with the remittance described in Section Nine above, each telecommunication carrier shall make a return to the County Treasurer for the period to which the remittance applies stating as follows:

1. The name of the telecommunication carrier.
2. The telecommunication carrier's principal place of business.
3. The number of network connections to which the surcharge applies.
4. The amount of surcharge collected.
5. Such other reasonable and related information as the corporate authorities may require.

Section Eleven. If it shall appear that an amount of surcharge has been paid which was not due under the provisions of this ordinance, whether as the result of a mistake of fact or an error of law, then such amount shall be credited against any surcharge due, or to become due, under this ordinance, provided that no amount erroneously paid more than three (3) years prior to the filing of a claim therefor shall be so credited. Ninety (90) days prior notice shall be given to the Wayne County Emergency Telephone System Board on any credit against a surcharge due.

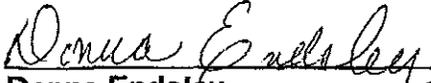
Section Twelve. No action to recover any amount of surcharge due under the provisions of this ordinance shall be commenced more than three (3) years after the due date of such amount.

PASSED, ADOPTED, AND APPROVED this 10th day of April, 2008.



Darrell Stephenson, Chairman
Wayne County Board

ATTEST:



Donna Endsley
Wayne County Clerk/Recorder



* 2 0 0 8 - 1 6 1 5 *

2008-1615

DONNA ENDSLEY
 WAYNE COUNTY CLERK & RECORDER
 04/30/2008 03:18:23PM
 FEE: \$0.00

Ordinance
Wayne County Emergency Telephone System Board

Whereas, the state of Illinois has enacted into law the Emergency Telephone Act (hereinafter the "Act") Chapter 50, Act 750 Section .01 et seq. of the Illinois Compiled Statutes, as amended; and

Whereas, the Act mandates the establishment of an Emergency Telephone System Board (ETSB) by the County Board of any County that imposes a surcharge pursuant to 50 ILCS 750/15.3; and

Whereas, the majority of the legal voters voting on the referendum presented to them at the February 5, 2008, General Primary Election voted in favor of the imposition of up to \$2.25 per month surcharge per landline; and

Whereas, the County Board in Wayne County must now create and establish an ETSB.

It is therefore resolved by the County Board of Wayne County, Illinois, as follows;

Article One: Title.

This ordinance shall be known as "The Wayne County Emergency Telephone System Board Ordinance."

Article Two: Established.

An Emergency Telephone System Board of Wayne County, Illinois, is hereby established in accordance with the statute pursuant to Chapter 50, Act 750 Section .01 et seq. of the Illinois Compiled Statutes, as amended, and shall be known as the Wayne County Emergency Telephone System Board (WCETSB).

Article Three: Composition, Tenure, and Compensation.

A. Composition. The WCETSB shall consist of seven (7) members who shall be appointed by the Chairman of the County Board of Wayne County, Illinois, with the advice and consent of the County Board. Said members of the WCETSB shall consist of one (1) Wayne County Board member, five (5) members representing 9-1-1 public safety agencies in Wayne County, Illinois, (including, but not limited to, police, fire, emergency medical services providers, and emergency services and disaster agencies), and one (1) at-large community member, to be appointed on the basis of their ability or experience and shall be representative of both the rural and the urban areas located within Wayne County, Illinois.



B. Tenure. The initial term of office for each member shall be as follows, as determined by straw vote: three (3) members serve for two years and four (4) members serve for four years. When these initial members are re-appointed or replaced, each member will then serve a term of four (4) years. The terms of office will begin on the third Thursday of April following their appointment by the Chairman of the Wayne County Board with the advice and consent of the Wayne County Board.

C. Vacancies. Appointments to fill a vacancy shall be for the remainder of the unexpired term only. Said appointment to fill vacancies shall be made by the Chairman of the Wayne County Board with the advice and consent of the Wayne County Board.

D. Compensation. All members of the WCETSB shall serve without compensation, but shall be reimbursed for their actual and necessary expenses.

Article Four: Organization, By-Laws, and Meetings.

A. Officers. Following its initial creation and each biannual appointment of members to full terms thereafter, the WCETSB shall organize by the election of a Chairman and such other officers as it deems necessary. Such officers shall hold office for a term of two (2) years.

B. By-Laws. The WCETSB shall adopt such by-laws governing its procedures and regulating its business as it, from time to time, deems proper and necessary, consistent with Wayne County Ordinances and/or State Laws heretofore in force and effect. The adoption and amendment of the by-laws shall be by a majority vote of the members of the WCETSB. Every member of the WCETSB shall be furnished with a copy of the proposed by-laws or amendments at least ten (10) days prior to any action taken thereon by the WCETSB. The WCETSB shall keep written records of its proceedings, which shall be open to public inspection.

C. Meetings. The WCETSB shall prescribe the time and place of the regularly scheduled meetings and the manner of which special WCETSB meetings may be called. All meetings shall be open to the public.

Article Five: Powers and Duties.

The WCETSB shall have the power and duty to perform the following functions:



- A. Planning and enhanced 9-1-1 system.**
- B. Coordinating and supervising implementation, upgrading or maintenance of the system, including the establishment of equipment specifications and coding systems.**
- C. Receiving funds from the surcharge imposed under Section 15.3 of the Emergency Telephone System Act (50 ILCS 750/15.3), and from any other source, for deposit into the Emergency Telephone System Fund.**
- D. Causing all funds received by the WCETSB pursuant to the surcharge to be deposited into a separate interest-bearing Emergency Telephone System Fund Account, of which the Treasurer of Wayne County is custodian, causing all interest accrued on the fund to remain in the fund, and to make no expenditure from said fund except by resolution passed by a majority of all members of the WCETSB, which expenditures to be made only to pay for costs associated with the following:**
 - 1. The design of the Emergency Telephone System.**
 - 2. The coding of initial Master Street Address Guide database and updating maintenance thereof.**
 - 3. The repayment of any money advanced for the implementation of the 9-1-1 system.**
 - 4. The charge for Automatic Number Identification and Automatic Location Identification equipment and maintenance, replacement, or update thereof.**
 - 5. The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges.**
 - 6. Other products and services necessary for the implementation, upgrade, and maintenance of the system and including costs attributable directly to the construction, leasing, or maintenance of any building or facilities or cost of personnel attributable directly to the operation of the system. Costs attributable directly to the operation and emergency telephone system do not include the costs of public safety agency equipment and personnel who are dispatched in response to an emergency call.**
- E. Authorizing all disbursements from the Emergency Telephone System Fund.**
- F. Hiring, on a temporary or permanent basis, any staff necessary for the implementation or upgrade of the system.**

Article Six: Time for Implementation.

The WCETSB shall complete the database before implementation of the 9-1-1 system. The error ratio of the database shall not at any time exceed one (1) percent of the total database.

Article Seven: Annual Budgets and Reports.

The WCETSB shall annually prepare and submit to the Wayne County Board the following:

- A. An annual budget showing the estimated receipts and intended disbursements pursuant to this Ordinance, for the fiscal year immediately following the date the budget is submitted, which date must be December 1 for the fiscal year.
- B. An annual report showing the income and disbursements made pursuant to this Ordinance during the fiscal year preceding the date the annual report is submitted, which date must be within sixty (60) days of the close of the fiscal year.

Article Eight: Effective Date.

This Ordinance shall be in full force and effect immediately upon its passage and adoption by the County Board of Wayne County, Illinois.

Approved and Adopted this 10th day of April, 2008.



Darrell Stephenson, Chairman
Wayne County Board

ATTEST


Donna Endsley
Wayne County Clerk/Recorder

Date: 4/30/08

Rental Housing Support
Program Fund Surcharge. \$ 10.00

INTERAGENCY AGREEMENT

BETWEEN THE COUNTY OF WAYNE ETSB AND THE COUNTY OF CLAY ETSB FOR ENHANCED 9-1-1 EMERGENCY TELEPHONE SERVICE, BACKUP SERVICE

THIS AGREEMENT is made and entered into this 28th day of May, 2008, between the County of Clay Emergency Telephone System Board, hereinafter referred to as "Clay County ETSB" and the County of Wayne Emergency Telephone System Board, hereinafter referred to as "Wayne County ETSB".

WHEREAS, Wayne County ETSB has determined that it is in their best interest and a benefit to the citizens of Wayne County that Clay County PSAP act as a 9-1-1 back-up PSAP for the Wayne County 9-1-1 system,

NOW, THEREFORE IT IS HEREBY AGREED THAT,

1. In case of an outage or overflow condition affecting the Wayne County 9-1-1 system, 9-1-1 calls originating within Wayne County will be routed to the Clay County PSAP for answering and dispatch.
2. Clay County & Wayne County shall make no charges for any services rendered under this agreement.
3. Any additional trunking, networking, or hardware (including but not limited to computer, telephone and radio systems) required to be installed to provide backup 9-1-1 services for Wayne County shall be at the expense of Wayne County. Maintenance, repairs, and insurance shall be the responsibility and expense of Wayne County.
4. Wayne County shall provide if needed to Clay County at Wayne County's expense; all ESRI based Map Files of Wayne County. This must be accomplished within the first 6 months of Wayne County System "going live". In addition, any updated Map Files will be provided to Clay County ETSB.
5. Wayne County agrees to be Clay County 9-1-1 system back-up when and if desired by Clay County. Same provisions in this agreement would then apply to both counties.

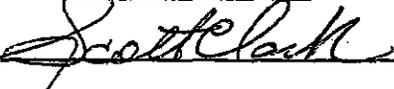
6. Any permits, licenses, or approvals required from other government agencies (including but not limited to the Federal Communications Commission, other Federal agencies, State agencies, etc) for Wayne County shall be the responsibility of Wayne County.
7. Clay County will provide a minimum of two channels on it's current voice recording equipment to record radio channels and telephone lines used to answer for and dispatch for Wayne County emergency agencies.
8. Any records (including but not limited to paper, computer files and printouts, and audio recordings) generated as a result of calls handled under this agreement shall be the joint property of both counties.
9. Wayne County will provide two copies (one paper, one on disk in Word format) of it's SOP's along with a dispatch guide detailing dispatch procedures, mutual aid procedures, etc to Clay County for all emergency agencies handled by Wayne County 9-1-1 System. Copies of updates or changes shall be provided as soon as possible.
10. In the event of a protracted outage (normally exceeding four hours) affecting Wayne County, Wayne County shall provide a sufficient qualified telecommunicator twenty-four hours per day, seven days per week, to be located at the Clay County PSAP. These Telecommunicator(s) shall augment the Clay County PSAP staff until such time the outage has been rectified and that Wayne County is again able to answer and dispatch their own 9-1-1 calls. All costs of this Telecommunicator provided by Wayne County shall be the responsibility of Wayne County.
11. Any notices to the public or press releases concerning 9-1-1 operations and dispatch for Wayne County being rerouted to Clay County shall be the responsibility of Wayne County.
12. Any forwarding or diversion of Wayne County's administrative telephone calls to Clay County shall be the responsibility of and at the expense of Wayne County.
13. If required, Wayne County shall notify LEADS to reroute any LEADS messages addressed to the Wayne County PSAP to the Wayne County Sheriffs Dispatch.
14. Wayne County shall notify Clay County as far in advance as possible of any known condition (such as equipment repair, network outages, etc) that may require Clay County to assume 9-1-1 services from Wayne County.
15. At a mutually agreed time, no less than once per month, 9-1-1 telephone systems will be tested. As a minimum this will include activating the "call divert switch" and make test calls to assure 9-1-1 calls are properly rerouted to Clay County. It must be understood that there is a real possibility that actual 9-1-1 calls from the public may occur during this testing.

16. Each party shall indemnify and hold harmless the other for any actions taken under this agreement.

17. This agreement shall be reviewed annually and if no action is taken shall automatically renew itself for an additional year.

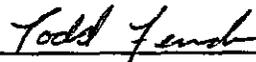
IN WITNESS WHEREOF, the undersigned agencies have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

Agency: Wayne County ETSB

BY: 

Title: Wayne County ETSB Chairman

Agency: Clay County ETSB

BY: 

Title: Clay County ETSB Vice Chairman

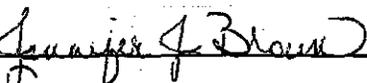
ATTEST:

BY: 

Title: 911 Coord

Date: 5-20-2009

ATTEST:

BY: 

Title: 911 Coordinator

Date: 5/28/09

IN THE CIRCUIT COURT OF THE SECOND JUDICIAL CIRCUIT
WAYNE COUNTY, ILLINOIS

PEOPLE OF THE COUNTY OF WAYNE,)
ILLINOIS, by the STATE'S ATTORNEY)
for WAYNE COUNTY, ILLINOIS, ex rel)
EMERGENCY TELEPHONE SYSTEM)
BOARD OF WAYNE COUNTY, ILLINOIS,)

Plaintiff,)

v.)

VERIZON NORTH INC.,)
WABASH TELEPHONE COOPERATIVE,)
and HAMILTON COUNTY TELEPHONE)
CO-OP,)

Defendants.)

No. 2010 CH 6

FILED
JAN 20 2011
Sharon J. Subodians
CIRCUIT CLERK, WAYNE CO. IL

AGREED ORDER FOR PERMANENT INJUNCTION

This matter coming before the Court on Plaintiff's Complaint for a mandatory permanent injunction against Defendants Verizon North Inc.,¹ Wabash Telephone Cooperative, and Hamilton County Telephone Co-Op, (hereinafter, "Defendants"), and all Defendants having proper notice, the Court, having examined the pleadings, and being fully advised in the premises, finds as follows:

1. To meet the goals of the Wireless Communications and Public Safety Act of 1999, 47 U.S.C. § 222, and pursuant to 50 ILCS 750/15.4, Plaintiff has requested that Defendants provide published numbers, non-published numbers, non-listed numbers, and their associated addresses (hereinafter, "Subscriber Records") so that Plaintiff may upgrade its 911

¹ On July 1, 2010, Frontier Communications Corporation closed on a merger involving certain Verizon operating entities including Verizon North Inc., which became an indirect subsidiary of Frontier Communications Corporation. The legal entity Verizon North Inc. did not change as a result of the merger, but the legal entity name will be changed from Verizon North Inc. to Frontier North Inc., upon approval.

system. The upgraded system (hereinafter, "Enhanced 911 System") will display the name, address, and telephone number of the person calling 911.

2. Defendants' Subscriber Records are relevant and necessary to Plaintiff's provision of accurate and timely emergency assistance, and for Plaintiff to operate its Enhanced 911 System efficiently and effectively.

3. Defendants are willing to disclose their Subscriber Records pursuant to 47 U.S.C. § 222 (g)-(h); Section 725.400(e) of the Illinois Administrative Code; the Illinois Commerce Commission Emergency Service tariff provisions applicable to the disclosing Defendant; and any contract entered into between the County and the disclosing Defendant which sets forth the conditions upon which the disclosing Defendant shall provide such Subscriber Records.

4. Disclosure of Defendants' Subscriber Records to Plaintiff for the sole purpose of assisting Plaintiff in responding to such emergency calls will serve a legitimate law enforcement and public safety purpose in accordance with the Wireless Communications and Public Safety Act of 1999, 47 U.S.C. § 222, and as contemplated by the other provisions set forth in Paragraph 2, above.

5. Immediate and irreparable injury will result to Plaintiff and the residents it serves unless a permanent injunction issues, because the absence of Defendants' Subscriber Records substantially impedes Plaintiff's ability to provide law enforcement and emergency response, thereby increasing the risk of injury or death to such residents and increasing the risk of damage to their property.

6. Defendants have no objection to the entry of this Order.

WHEREFORE, IT IS HEREBY ORDERED, pursuant to Illinois Administrative Code Section 725.400(e) and 47 U.S.C. § 222, that Verizon North Inc., Wabash Telephone Cooperative, and Hamilton County Telephone Co-Op shall provide Plaintiff with Subscriber Records for subscribers within Plaintiff's area of responsibility, subject to the following conditions and limitations:

1. Defendants shall provide, and Plaintiff shall have access to, Defendants' Subscriber Records for subscribers in Plaintiff's area of responsibility, from and after the date of entry of this Order, as needed for error corrections to its 911 database, and as needed for the provision of accurate and timely emergency services.

2. Defendants' Subscriber Records shall be made available only to authorized employees or agents of the Plaintiff's 911 Coordinator or his or her designee(s). Plaintiff shall advise any such designee who is given access to Defendants' Subscriber Records of the requirements of this Order, and will obtain such person's agreement, in writing, to comply with the confidentiality provisions of this Order.

3. All persons and entities obtaining access to Defendants' Subscriber Records shall keep such Subscriber Records, and any part of them, confidential, and shall use such Subscriber Records for the sole purpose of ascertaining the originating telephone location and customer listings to ensure that all customers are identified with the proper addresses in the Plaintiff's 911 system, so that 911 emergency calls for assistance result in a timely and accurate law enforcement or emergency response.

4. Plaintiff shall take all necessary steps to protect the privacy of the Defendants' subscribers. Plaintiff shall ensure that its access to and use of Defendants'



Subscriber Records does not disrupt Defendants' telephone service, or place an unreasonable burden on Defendants' subscribers or services. Plaintiff shall indemnify Defendants, and hold Defendants harmless, from liability arising from Plaintiff's access to and use of Defendants' Subscriber Records.

5. Defendants' Subscriber Records shall be provided to Plaintiff under non-discriminatory and reasonable rates, terms, and conditions, as required by 47 U.S.C. § 222(g), and pursuant to Illinois Commerce Commission Emergency Service tariff provisions applicable to the disclosing Defendant, as well as any contract entered into between the County and the disclosing Defendant for the provision of the Subscriber Records.

6. Defendants' responsibility under this Order is limited to the furnishing of Defendants' Subscriber Records as those records are kept in the ordinary course of Defendants' business. Defendants shall have no responsibility to create any additional records, nor any responsibility to provide any records in any medium or format except as such records are kept in the ordinary course of Defendants' business. Other than ensuring that the records provided are Defendants' current business records, Defendants shall have no responsibility to ensure that their records are correct or up to date.

7. Plaintiff's bond is waived.

8. The Court retains jurisdiction of this cause to enforce this Order upon written motion with notice by any party hereto.

Enter: January 18, 2011

By: Timothy R. Hentner
Judge, Wayne County Circuit Court

Approved by:

[Signature]
Verizon North Inc.

By: Abigail A. Clapp
Its: Attorney
Date: October 19, 2010

[Signature]
Wabash Telephone Cooperative, Inc.

By: JEFFERY D WILLIAMS
Its: GENERAL MANAGER / EVP
Date: JAN. 21, 2011

Hamilton County Telephone Co-Op

By: _____
Its: _____
Date: _____

8. The Court retains jurisdiction of this cause to enforce this Order upon written motion with notice by any party hereto.

Enter: January 18, 2010

By: Timothy R. Henderson
Judge, Wayne County Circuit Court

Approved by:

[Signature]
Verizon North Inc.

By: Abigail A. Clapp
Its: Attorney
Date: October 19, 2010

Wabash Telephone Cooperative, Inc.

By: _____
Its: _____
Date: _____

[Signature]
Hamilton County Telephone Co-Op

By: KEVIN PYLE
Its: GM/EVP
Date: 12-15-10

IN THE CIRCUIT COURT FOR THE SECOND JUDICIAL CIRCUIT
WAYNE COUNTY, ILLINOIS

PEOPLE OF THE COUNTY OF WAYNE,)
STATE OF ILLINOIS BY THE STATE'S)
ATTORNEY FOR WAYNE COUNTY,)
ILLINOIS EX REL EMERGENCY)
TELEPHONE SYSTEM BOARD OF)
WAYNE COUNTY, ILLINOIS,)

PLAINTIFF,)

VS.)

ILLINOIS BELL TELEPHONE)
COMPANY d/b/a AT&T ILLINOIS)

DEFENDANT.)

Case No. 11 CH 4

FILED
FEB 22 2011
Donna Robinson
CIRCUIT CLERK, WAYNE CO. IL

ORDER FOR PERMANENT INJUNCTION

This cause having come before this court on Plaintiff, Emergency Telephone System Board of Wayne County, Illinois' ("Plaintiff's") Complaint for a Permanent Injunction against Illinois Bell Telephone Company d/b/a AT&T Illinois, AT&T having proper notice, the Court having examined the Complaint, Illinois Bell Telephone Company d/b/a AT&T Illinois ("AT&T") having no objection, and having heard arguments of counsel, if any, and being fully advised in the premises finds as follows:

1. To meet the goals of the Emergency Telephone System Act, and pursuant to 50 ILCS 750/15.4(d), Plaintiffs have requested that AT&T provide published numbers, non-published numbers, non-listed numbers, and their associated addresses ("subscriber records") so that Plaintiff can upgrade its 911 system. The upgraded system (called an "enhanced 911 system") will display the name, address, and telephone number of the person calling 911.



2. AT&T is willing to disclose its subscriber records, but may not do so until the entry of a proper order as mandated by Title 83, Section 725.400(e) of the Illinois Administrative Code. AT&T's determination not to immediately supply AT&T's subscriber records was also based upon the provisions of the Electronic Communication Privacy Act, 18 U.S.C. 2701 et seq.

3. AT&T's subscriber records are relevant and necessary to Plaintiff's providing accurate and timely emergency assistance and for Plaintiff to operate their enhanced 911 system efficiently and effectively.

4. Disclosure of AT&T's subscriber records to Plaintiff for the sole purpose of assisting it in responding to such emergency calls will serve a legitimate law enforcement and public safety purpose in accordance with the Electronic Communication Privacy Act, 18 U.S.C. 2703(d).

5. Immediate and irreparable injury will result to Plaintiff and the residents it serves unless a permanent injunction is issued, because, in the absence of such an injunction, AT&T may not provide subscriber records, and the absence of these records substantially impedes Plaintiff's ability to provide law enforcement an emergency response, thereby increasing the risk of injury or death to such residents and increasing the risk of damage to their property.

6. Disclosure of AT&T's subscriber records to Plaintiff for the sole purpose of assisting it in responding to emergency law enforcement, fire, and medical calls will only be under such terms and conditions as will protect the privacy of subscribers, ensure that such access does not disrupt AT&T's telephone service or place an unreasonable burden on AT&T's subscribers or services. Plaintiff will indemnify AT&T and hold them

harmless from liability arising from Plaintiff's access to and use of AT&T's subscriber records.

7. Plaintiff's attorney has had communications with the attorneys and/or non-attorney representatives for AT&T wherein counsel and non-attorney representatives for the AT&T have indicated that they have no objection to the issuance of this Order.

THEREFORE, IT IS HEREBY ORDERED, pursuant to Title 83, Section 725.400(e) of the Illinois Administrative Code, that Illinois Bell Telephone Company d/b/a AT&T Illinois shall provide Plaintiff subscriber records relating to subscribers within Plaintiff's area of responsibility, subject to the following conditions and limitations:

1. AT&T shall provide and Plaintiffs shall have access to AT&T's subscriber records relating to subscribers in Plaintiff's area of responsibility from and after the date of the entry of this court order as needed for error corrections to its 911 database and as needed for the provision of accurate and timely emergency services.

2. AT&T's subscriber records shall be made available only to authorized employees or agents of the Plaintiffs' 911 Coordinator and his or her designees.

3. Plaintiffs shall advise any such employee, agent, Coordinator or designee who is given access to AT&T's subscriber records of the requirements of this order and will obtain such person's agreement in writing to comply with the confidentiality provisions of this order.

4. All persons and entities obtaining access to AT&T's subscriber records shall keep all of the subscriber records (and any part of them) confidential and shall use such records for the sole purpose of ascertaining the originating telephone location and



customer listings to ensure that all customers are identified with the proper addresses in the Plaintiffs' 911 system so that 911 emergency calls for assistance result in a timely and accurate law enforcement or emergency response.

5. Plaintiff shall take all necessary steps to protect the privacy of the AT&T's subscribers. Plaintiff shall use subscriber records for the sole purpose of assisting it in responding to emergency law enforcement, fire, and medical calls. Plaintiff shall ensure that such access to and use of AT&T's subscriber records does not disrupt AT&T telephone service or place an unreasonable burden on AT&T's subscriber or services. Plaintiffs shall indemnify AT&T and hold them harmless from liability arising from Plaintiffs' access to and use of AT&T's subscriber records.

6. The responsibility of AT&T is limited to the furnishing of AT&T's subscriber records as those records are kept in the course of AT&T's business. Other than ensuring that the records provided are AT&T's current business records, AT&T shall have no responsibility to ensure its records are correct or up to date.

7. Plaintiff's bond is waived.

8. The Court retains jurisdiction of this cause to enforce this Order upon written motion with notice by any of the parties hereto.

Approved as to Form and Substance:

Galen A. Esman

Emergency Telephone System Board
of Wayne County, Illinois

By: Galen A. Esman

Its: _____

Dated: _____

Approved as to Form and Substance:

Daniel A. Kazlavski

Illinois Bell Telephone
Company d/b/a AT&T Illinois

By: Daniel A. Kazlavski

Its: Attorney

Dated: 2/15/10

Entered: 2-22-11 [Signature]
JUDGE

9-1-1 GENERAL INFORMATION

Current Date: November 26, 2012

Proposed Operational Date: February 1, 2013

Submitted by,

Wayne County Emergency Telephone System Board

X Final Plan

17,151
Total Population Served

6500
Total Access Lines

715
Total Land Area Covered in Square Miles

PSAP 9-1-1 System Liaison to the Commission:

Tom Windland
Name

9-1-1 Coordinator
Title

1002 Leininger Road
Street Address

Fairfield, Illinois, 62837
City, State, Zip Code

(618) 847-8169
Telephone Number

(618) 599-9482
Alternate Telephone Number

COMMUNITIES SERVED

A list of all communities to be served by the proposed 9-1-1 system

CITY, TOWN, VILLAGE	STREET ADDRESS, CITY, ZIP CODE
City of Fairfield	109 N.E. 2nd, Fairfield, IL. 62837
Village of Wayne City	203 E. Mill St. Wayne City, IL 62895
Village of Cisne	403 Park St. Cisne, IL. 62823
Village of Mt. Erie	RR # 1 Box 130, Mt. Erie, IL 62446
Village of Geff	PO Box 67, Geff, IL. 62842
Village of Golden Gate	RR # 1 Box 6 Golden Gate, IL. 62843
Village of Johnsonville	P.O. Box 15 Johnsonville, IL. 62850
Village of Sims	P.O. Box 9, Sims, IL 62886
Village of Keenes	P.O Box 124, Keenes, IL. 62851

Narrative Statement

A. PSAP LOCATION

Wayne County 9-1-1 PSAP
Fairfield Police Department
1002 Leininger Road
Fairfield, Illinois 62837

Location in the Building:

North Entrance, 1st room on the left. (North East Corner of Building).

B. SECURITY

The outside perimeter of the Fairfield Police Department is well lighted with area lighting. Our Employee Parking area is inside a secured fence which is monitored by Camera covering the two walkways to the building, and also covering all 4 entrances. The Building is a Hardened facility, with reinforced concrete masonry as well as 1' foot thick concrete ceiling.

All Entrances into the Police Department are secured at all times by Electric Lock. Visitors come into the main doors and find themselves in a Small Lobby with a set of secured doors. From there they can buzz the dispatch office and dispatch will send an officer to meet the person at the secured doors. Dispatch will then release the lock so Officer can step into the lobby and meet with the person.

Our Kitchen, Break room, Training, bathrooms and Locker Room are all inside the secured area of the building. All Employees of the Building are either Sworn Law Enforcement or are 9-1-1 / Police Dispatchers.

C. POWER

Power to our building is supplied by the City Of Fairfield. The City has two incoming Transmission Lines that service the City. The City also owns Generators which can carry the City in case of the loss of main transmission lines.

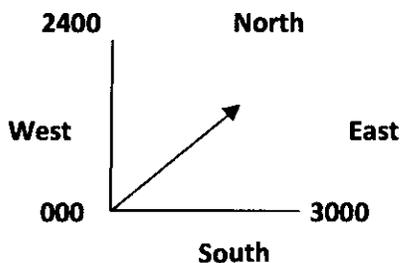
The PSAP has a dual Fuel (Natural Gas, Propane) 50,000 Kilowatt Generator on site, with 1000 Gallons of Propane (LP) in case the City was to lose its Natural Gas Feed.

D. RADIO/TELECOMMUNICATIONS CAPABILITY

Our Dispatch center uses Telex (IP) Communication consoles which dispatch all of our Law Enforcement, Fire and Ems Calls; we have backup redundancy as we can dispatch using the IP System or without the IP radio system. The Dispatcher Center has two identical dispatch positions. Each position can function either as a separate function, or can be used as a dual-functioning answer point. The Computer Aided Dispatch (CAD), and call taking equipment, is Emergi-tech (ETI) IP based system. The hardware, for the system is located at the facility, and is secured in a locked room. The CAD includes 3 map display positions (2 Dispatch Positions, and 1 Administrative) the CAD will export the ANI/ALI information to our mapping system Bullberry Systems INC. (BBSI) The ETSB has entered into an agreement with both ETI, and BBSI for 24/7 support, of their respective systems. The ETI CAD has built in TTY capabilities and will notify the Dispatcher/Telecommunicator when a TTY call is present. The Dispatch center has a 24 channel Digital Call logger, which records all radio, phone and interfaced intercom traffic. The call logging system has a two stage back-up, and is "burnt" monthly, with one compact disk stored on site, in a secured vault, and another is stored off site and secured in a fire resistant keyed container, in a vault.

E. GRID & ADDRESSING

The County has completed developing a new Grid (numbers) system for the County. This Grid System Was Created by The Sidwell Company. Our Grid begins in the South East corner of the County and the grid numbers grow as they move away from the South East. Our Postal addressing is also based on the new Grid.



The road signs were erected and became complete, and operational; on September 6, 2011. The road signs are 9"X 24" High-Visibility Prismatic Green with white letters. The ETSB has also made available to the citizens of Wayne County, through a CDAP grant, "Driveway Markers", which are 6"X18" high-visibility Green with white letters, they are scheduled to be complete and installed no later than December 31, 2012.

F. TERRITORY

The Enhanced 9-1-1 System will cover the entire Wayne County Area. The following Towns and villages (Incorporated Areas) are within Wayne County;

1. Fairfield
2. Geff
3. Sims
4. Cisne
5. Wayne City
6. Johnsonville
7. Golden Gate
8. Mt Erie
9. Keenes

G. TELEPHONE COMPANIES, EXCHANGES AND PREFIXES

There are (4) Telephone Companies (ILECS) in Wayne County.*

TELCO	EXCHANGES	PREFIXES
FRONTIER	BURNT PRAIRIE	896
	WAYNE CITY	895
	ALBION	445
	CLAY CITY	676
	FAIRFIELD	842,847
	FLORA	662
WABASH TELEPHONE	CRISP	898
	GEFF	897
	MT ERIE	854
	ORCHARDVILLE	835
	XENIA	678
	CISNE	673
HAMILTON COUNTY COOP	DAHLGREN	736
	BELLE PRAIRIE	648
AT&T	BLUFORD	732
	HARMONY	755
	KELL	822

*THIS TELEPHONE EXCHANGE INFORMATION IS FOR THE NARRATIVE ONLY. EXHIBIT 5 is located separately in this manual.

H. PARTICIPATING AGENCIES AGREEMENTS

All of the Agreements are in place and all have been signed by the participants.

I. ADJACENT AGENCY LIST

All of the following agencies have been contacted by Wayne County ETSB, and agreements are in place with them. This list can be found in this manual, it is Exhibit 4.

J. COST OF WAYNE COUNTY ETSB SYSTEM

Please see Exhibits 6 & 7

K. PUBLIC EDUCATION

We will utilize our local media outlets (Radio, Newspaper, cable TV) to disseminate information about 9-1-1 to the community. We will also attend local festivals, community, and school events to pass out information about 9-1-1.

L. TTY'S AND TRAINING

Our EmergiTech Cad System will recognize the TTY /TTD call as it is received. The **TDD Call** button will invoke the TDD/TTY interface, *myTTY* for a TDD call. This application is configured to launch during workstation start-up. The *myTTY* icon should always display on the bottom right of the Windows tray on the workstation. *myTTY* is a computer software package that allows the computer to communicate with a TTY without expensive special hardware. It provides an inexpensive bridge between the TTY system of the Deaf community and the mainstream of computer technology, using a voice modem, soundcard, or LAN.

We will utilize our old desk model TTY/TTD machine for testing. We will test every six months, by placing calls into our dispatch with the old machine. The Dispatchers are provided in-house training on the TTY/TTD machines annually, this training includes a "mock" call to a local PSAP, where a "conversation" takes place.

M. LOCATION OF ALTERNATE PSAP FOR BACKUP

We have an Interagency Agreement signed with Clay County 9-1-1 for Enhanced 9-1-1 Emergency Telephone Backup Service. The Clay County 9-1-1 PSAP is located at the Flora Police Department, located at 123 Locust St, Flora, Clay County, IL. They have two (2) dispatch positions at their facility. The agreement is located in this manual.

N. EXCLUSIONS

Everyone who lives in Wayne County will be included in our Enhanced 9-1-1 System. All Citizens of Wayne County will be able to dial 9-1-1 for Police, Fire and EMS.

O. NO MAN'S LAND

We do have an area of no-man's land in Wayne County. This area has no Fire Protection District.

I mailed the property owners a Certified Letter explaining that we don't owe them Fire Protection as well as including options that were available to them. I sent this letter to the ICC for approval prior to sending it out. I wanted to be sure the information included in the required letter was complete. A copy of the Certified Letter and listing of Citizens are located in this manual.

P. PRIVATE SWITCH E9-1-1 COMPLIANCE

REQUIREMENTS FOR PRIVATE BUSINESS AND NON-BUSINESS USING PBX OR CENTREX TELEPHONE SYSTEMS.

We Identified possible Business, and non- Business entities and sent them a copy of the legal notice we ran in the Local press, and information on how to become compliant. I have included a copy of the legal notice and the cover letter sent to each entity. I have also included the Certified Mailings of those that received it by mail.

Q. DATA BASE

The database is built, it is a work in progress, and is being adjusted and tested.

R. SELECTIVE ROUTING

All access lines in Wayne County will have Enhanced 9-1-1 Service. When a resident outside of Wayne County calls 9-1-1, the call will be routed to its proper destination.

When a Caller in Wayne County calls 9-1-1, the call will be routed to the PSAP using the Emergency Service Number assigned to the callers location. The Selective Routing Service is provided by Frontier through the Casey IL DMS 100 switch.

S. TRAINING

The Routing of the 9-1-1 call will be accomplished through assignment of ESN'S to each area. Once the call has arrived the training for handling of the call will be handled by the 9-1-1 Coordinator. All Wayne County 9-1-1 Dispatchers are Emergency Medical Dispatcher (EMD) certified with Power Phone, and are licensed EMD through the Illinois Department of Public Health (IDPH) certified. EMD's are provided 12 hours of continuing education yearly, and must pass a bi-annual recertification with power phone. The Wayne County ETSB, and Fairfield Police Department, allow/encourage the dispatchers to maintain training in all areas of public safety telecommunication, each Dispatcher is afforded 16 hours of out of department training. EMERGITECH has provided training to all users of the CAD in the day to day operations of the equipment, in the amount of 24 hours. We have been provided Administrator training on the IP 9-1-1 Call Taking and CAD System, in the amount of 24 hours.

T. WAYNE COUNTY ETSB MEMBERS

Chairman – Scott Clark -----Wayne Fire Protection Dist #1 Chief

Vice-Chairman – David Vaughan-----Fairfield Rural Fire Protection Dist Chief

Secretary – Brandon Thomason -----Wayne County Board Member

Mike Everett-----Wayne County Sheriff

Brad Winter-----Fairfield Police Department Chief

Don Barrett-----North Wayne Ambulance Coordinator

Norman McKinney-----Mt Erie IL, Mayor – Private Citizen

Non-member

Treasurer – Donna Vaughan-----Wayne County Treasurer