

20. Contract Expiration Date: 01/11/2007	
21. Attachment #: NMHS3	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$227.70	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$227.70	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,732.40	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$2,732.40	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$1,612.12	

FRN: 1149836 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 600520000377393
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 513 R51-0348 636 8	16. Billing Account Number: 513 R51-0348 636 8
17. Allowable Contract Date: 12/18/2001	18. Contract Award Date: 01/11/2002
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 01/11/2007	
21. Attachment #: NMNW	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$226.10	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$226.10	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$2,713.20	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (Letter of Appeal
23j. % discount (from Block 4): 59	471 Application #389346 - FRN 1149897
23k. Funding Commitment Request (23i x 23j)	Metropolitan Dayton Educational Cooperative Association
	Entity #151340
	Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN: 1149897 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-0948 192 2	16. Billing Account Number: 937 R01-0948 192 2
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/12/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 07/20/2005	
21. Attachment #: MDECDS3	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$1,488.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$1,488.00	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$17,856.00	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$17,856.00	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$10,535.04	

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FUNDING COMMITMENT REPORT

Form 471 Application Number: 389346
Funding Request Number: 1149822 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 513 R51-0348 636 8
Billing Account Number: 513 R51-0348 636 8
Service Start Date: 07/01/2004
Contract Expiration Date: 01/11/2007
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,732.40
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,732.40
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,612.12 - FRN approved as submitted

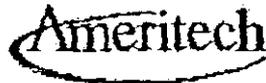
Funding Request Number: 1149836 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 513 R51-0348 636 8
Billing Account Number: 513 R51-0348 636 8
Service Start Date: 07/01/2004
Contract Expiration Date: 01/11/2007
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,713.20
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,713.20
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,600.79 - FRN approved as submitted

Funding Request Number: 1149897 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R01-0948 192 2
Billing Account Number: 937 R01-0948 192 2
Service Start Date: 07/01/2004
Contract Expiration Date: 01/11/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$10,416.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$10,416.00
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$6,145.44 - FRN approved as submitted

Funding Request Number: 1152237 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R01-6534 025 1
Billing Account Number: 937 R01-6534 025 1
Service Start Date: 07/01/2004
Contract Expiration Date: 03/03/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,124.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,124.00
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,253.16 - FRN approved as submitted

Letter of Appeal

471 Application #389346 - FRN 1149897
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980



Confirmation of Service Order - General Business Services

Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 36 month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed Ameritech DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges, provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: In the event Customer moves one end of Service to a new location, Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(2) and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

Liability: The liability of Ameritech its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals, written or oral, concerning the Service.

- 1 Monthly extension rates will apply for DS3 Service.
- 2 If termination occurs within the first year 12 month rates will apply.
- 3 For DS3 Service 85 percent will apply.

FRN 1149897

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Letter of Appeal
471 Application #389346 - FRN 1149897
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980



Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

Service Type:	Base Rate Point to Point:	Base Rate Multipoint:	Fractional DS1-128:	Fractional DS1-256:	Fractional DS1-384:	DS1:	DS3 ⁴	
Order Type:	New: X	Renewal:	Change:	Move:	Add:	Remove:	Upgrade:	Disconnect:
Existing Contract No:					Existing Circuit ID:			
Term Plan:	12 Mo.	36 Mo.	60 Mo. X	84 Mo. ⁵	120 Mo. ⁶	Requested Installation Date:		
Monthly Charges:			Non Recurring Charges:			Circuit Quantity:	# Multipoint Locations:	
\$4,382.40			\$0.00			3		
Service Location No. 1: 201 RIVERSIDE DR. DAYTON, OH 45405					Service Location No. 2: DS3.			

Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order

CUSTOMER

Jerry C. Woodyard
Authorized Customer Signature

AMERITECH

Authorized Ameritech Signature

Jerry C. Woodyard, Exec. Dir.
Print Name and Title

Print Name and Title

01/12/2000
Date

Date

AMERITECH CONTACT INFORMATION

MDECA

Company Name

ANITA LEYES

H583645

Ameritech Sales Representative Name

Sales Code

Billing Address

EXECUTONE OF DAYTON, INC.

Company

City, State and Zip Code

1940 W. DOROTHY LANE

Street Address

JERRY WOODYARD

DAYTON OH 45439

City State and Zip Code

Customer Contact

937 223 2385

937 294 5900

Phone Number

Contact Phone Number

937 297 5363

Fax Number

Existing Billing Account Number (if applicable)

As used herein, Ameritech means Illinois Bell Telephone Company in Illinois; Indiana Bell Telephone Company Inc. in Indiana; Michigan Bell Telephone Company in Michigan; The Ohio Bell Telephone Company in Ohio; and Wisconsin Bell Inc. in Wisconsin.

⁴ DS3 is not a standard tariff offering in Wisconsin.

⁵ Indiana only.

⁶ Indiana only.

FRN 1149897

Letter of Appeal

471 Application #389346 - FRN 1149897

Metropolitan Dayton Educational Cooperative Association

Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980

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FRN 1149897

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Letter of Appeal
471 Application #389346 - FRN 1149897
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

Billing Summary	
Amount Due in Full By	Aug 19, 2000
Total Amount Due	\$3,231.18
Current Charges	3,231.18
Amount Past Due	.00
Adjustments	3,360.46CR
Payment	.00
Previous Bill	3,360.46

Detail of Payments and Adjustments	
Item	No. Date Description
	1 7-27 Transfer of Payment old location
Totals	3,360.46CR
Adjustments	3,360.46CR
Payments	.00

Bill At-A-Glance	
Monthly Service - Aug 1 thru Aug 31	3,800.00
Monthly Charges	3,800.00
Other Charges and Credits	
This section shows the charges and credits resulting from	
No. Description	Monthly USOC Charges
Date: Jul 28, 2000	
Order Number: C1303494918	

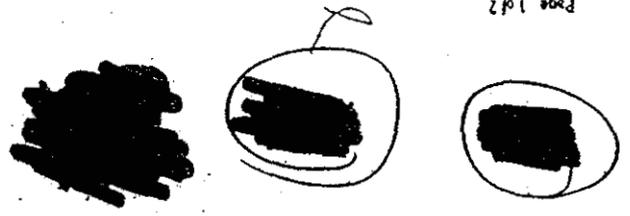
Monthly Statement
Aug 07 2000
Jul 2 - Aug 1, 2000

9300 MDECA



METROPOLITAN
DENTAL EDUCATIONAL
CO-OPERATIVE ASSOC
201 AVERSIDE DR
DAYTON, OH 45405-4563

Page 1 of 2
Account Number 937 F01-0948 192 Z
Billing Date Aug 1, 2000
Web Site www.ameritech.com
Invoice Number 937R01094808



FRN: 1152682 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 168310000473109
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: N/A	16. Billing Account Number: 937 R01-0952 019 0
17. Allowable Contract Date: 12/23/2003	18. Contract Award Date: 02/03/2004
19a. Service Start Date: 07/03/2004	19b. Service End Date:
20. Contract Expiration Date: 07/02/2006	
21. Attachment #: PQWI	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$342.50	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$342.50	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$4,110.00	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$4,110.00	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$2,424.90	

FRN: 1161629 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 161970000263580
13. SPIN: 143001680	14. Service Provider Name: Sprint United Telephone Co. of Ohio
15. Contract Number: 937 526-0001 052	16. Billing Account Number: 937 526-0001 052
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 10/11/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/31/2005	
21. Attachment #: VSMS	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$324.25	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$324.25	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,891.00	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$3,891.00	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$2,295.69	

FRN: 1165122 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 912820000150580
13. SPIN: 143004791	14. Service Provider Name: Verizon North Inc.
15. Contract Number: N/A	16. Billing Account Number: N/A
17. Allowable Contract Date: 02/23/1999	18. Contract Award Date: 03/26/1999
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 07/23/2004	
21. Attachment #: TWOH1V	Letter of Appeal
23a. Monthly Charges: \$247.25	471 Application #389346 - FRN 1161629
23c. Eligible monthly amt.: \$247.25	Metropolitan Dayton Educational Cooperative Association
	Entity #151340
	Contact: Jerry C. Woodyard Phone (937) 223-4980

FUNDING COMMITMENT REPORT

Form 471 Application Number: 389346
Funding Request Number: 1161629 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143001680 Service Provider Name: Sprint - United Telephone Co. of
Contract Number: 937 526-0001 052
Billing Account Number: 937 526-0001 052
Service Start Date: 07/01/2004
Contract Expiration Date: 01/10/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$2,269.75
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$2,269.75
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,339.15 - FRN approved as submitted

Funding Request Number: 1165122 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143004791 Service Provider Name: Verizon North Inc.
Contract Number: N/A
Billing Account Number: N/A
Service Start Date: 07/01/2004
Contract Expiration Date: 07/23/2004
Annual Pre-discount Amount for Eligible Recurring Charges: \$247.25
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$247.25
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$145.88 - FRN approved as submitted

Funding Request Number: 1165150 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143004791 Service Provider Name: Verizon North Inc.
Contract Number: N/A
Billing Account Number: N/A
Service Start Date: 07/01/2004
Contract Expiration Date: 01/11/2007
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,487.08
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,487.08
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$2,057.38 - FRN approved as submitted

Funding Request Number: 1165180 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143004791 Service Provider Name: Verizon North Inc.
Contract Number: N/A
Billing Account Number: N/A
Service Start Date: 07/01/2004
Contract Expiration Date: 01/11/2007
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,086.40
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,086.40
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,820.98 - FRN approved as submitted

Letter of Appeal
471 Application #389346 - FRN 1161629
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

AGREEMENT FOR SPECIAL ACCESS HIGH CAPACITY SERVICES
TERM DISCOUNT PLAN

1. The purpose of this agreement between the undersigned CUSTOMER and SPRINT/UNITED TELEPHONE COMPANY OF OHIO/INDIANA (United) is for the administration of the term discount plan offered in United's F.C.C. No. 1 Access Service Tariff (Tariff).
2. All terms and conditions of this service offering are set forth in Tariff, and Tariff shall fully determine the rights and obligations of CUSTOMER and United. As permitted by the Public Utilities Commission of Ohio/Indiana Utilities Regulatory Communication, the tariff may be modified from time to time.
3. The undersigned CUSTOMER requests SPRINT/UNITED TELEPHONE COMPANY OF OHIO/INDIANA, INC. (United) to provide one or more of the following service to CUSTOMER.

DS0
DS1XXXX
DS3
Frame Relay

4. If United Special Access High Capacity requested by CUSTOMER is canceled prior to the establishment of the service, CUSTOMER shall pay all costs incurred by United in connection with establishing the service including any engineering, right-of-way, labor, material, installation, and or dismantling costs.
5. CUSTOMER elects to receive United Special Access High Capacity service as detailed below for a 60-month term commencing October 31, 2000 and ending October 31, 2005, and agrees to the charges as indicated below. At the end of that term, if the service is not canceled or a new term chosen by CUSTOMER, the service will be provided on a month-to-month basis and charges will be adjusted accordingly.
6. This instrument becomes binding when executed by CUSTOMER and accepted by United and shall remain in effect until properly terminated in accordance with Tariff.

CUSTOMER: MDECA (Metropolitan Dayton Educational Cooperative Association)

Telephone Number 937-223-4980

Address 201 Riverside Drive, Suite 1C, Dayton Ohio 45405

By Jerry C. Woodyard Title Executive Director

Date 10/11/2000, 2000

For: SPRINT/UNITED TELEPHONE COMPANY OF OHIO/INDIANA

Accepted December 20, 2000

By Patricia J. Hill

Approved For: Randy S. Saylor
(Regional Sales Manager)

FRN 116162

Letter of Appeal
471 Application #389346 - FRN 1161629
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

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Monthly statement: May 24, 2004

Customer service
1-800-786-6272

Internet address
sprint.com/localbiz

Customer number
937-526-0001-052

Sprint Local Services

Detail of Charges: May 24 - June 23

Monthly Service Charges

This section provides a summary of the monthly local and long distance services, including voice and data services, a majority of packages, local toll charges and calling features.

Mileage fixed over 8-25 118.00

Circuit number: 60.DHZC.263517..UDOH
Purchase order number: VER-1012

60-84 month 194.00

Circuit number: 60.DHZC.263517..UDOH
Purchase order number: VER-1012

60-84 month 12.25

Circuit number: 60.DHZC.263517..UDOH
Purchase order number: VER-1012

Total Monthly Service Charges \$324.25

*initial invoice not available. This invoice verifies current monthly charge.

Letter of Appeal
471 Application #389346 - FRN 1161629
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1161629 43



FUNDING COMMITMENT DECISION LETTER

(Funding Year 2004: 07/01/2004 - 06/30/2005)

December 3, 2004

Jerry C. Woodyard
METROPOLITAN DAYTON EDUCATIONAL COOPERATIVE ASSOCIATION
225 LINWOOD ST
DAYTON, OH 45405

Re: Form 471 Application Number: 389346
Funding Year 2004: 07/01/2004 - 06/30/2005
Billed Entity Number: 151340
Applicant's Form Identifier: MDECA471PUB2004

Thank you for your Funding Year 2004 E-rate application and for any assistance you provided throughout our review. Here is the current status of the funding request(s) featured in the Funding Commitment Report at the end of this letter.

- The amount, \$621,700.32 is "Approved."
- The amount, \$796.50 is "Denied."

Please refer to the Funding Commitment Report on the page following this letter for specific funding request decisions and explanations.

The Important Reminders and Deadlines immediately preceding this letter are provided to assist you throughout the application process.

NEXT STEPS

- Review technology planning approval requirements
- Review CIPA Requirements
- File Form 486
- Invoice the SLD using the Form 474 (service providers) or Form 472 (Billed Entity)

FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the Funding Request Number(s) (FRNs) from your application. The SLD is also sending this information to your service provider(s) so preparations can be made to begin implementing your E-rate discount(s) after you file your Form 486. Immediately preceding the Funding Commitment Report, you will find a guide that provides a definition for each line of the Report.

TO APPEAL THIS DECISION:

If you wish to appeal the decision indicated in this letter, your appeal must be received by the SLD or postmarked within 60 days of the date of this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
2. State outright that your letter is an appeal of the Decision(s) you are appealing. Indicate the following information:

Letter of Appeal
471 Application #389346 (all FRNs under appeal)
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

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08/16 15:48	5176990647	9541	AUTO RX	ECM	1	OK	00'35
08/16 20:01	9373356309	9542	AUTO RX	ECM	1	OK	00'29
08/17 07:54		9543	AUTO RX	ECM	1	OK	00'18
08/17 08:36		9544	AUTO RX	ECM	3	OK	02'07
08/17 09:06	740 283 1500	9545	AUTO RX	ECM	2	OK	00'44
08/17 12:02	313 234 7760	9546	AUTO RX	ECM	2	OK	00'32
08/17 13:33		9547	AUTO RX	ECM	1	OK	00'36
08/17 13:40	937 276 8351	9548	AUTO RX	ECM	2	OK	00'39
08/17 14:16	9377784518	9549	AUTO RX	ECM	2	OK	00'47
08/17 14:22	9378332787	9550	AUTO RX	ECM	2	OK	00'32
08/17 16:07	9377671793	9551	AUTO RX	G3	2	OK	01'14
08/18 07:56		9552	AUTO RX	G3	1	OK	00'52
08/18 08:56	96877321	1799	TRANSMIT	ECM	3	OK	00'45
08/18 09:18	7403894517	9553	AUTO RX	ECM	2	OK	01'01
08/18 09:38	918005100799	1800	TRANSMIT	G3	3	OK	01'59
08/18 10:08	9372376307	9554	AUTO RX	ECM	1	OK	00'22
08/18 10:22		9555	AUTO RX	ECM	3	OK	00'39
08/18 10:56	919735996578	1801	TRANSMIT	ECM	38	OK	06'48

(Confirmation of following Fax)

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Letter of Appeal
 471 Application #389346 (all FRNs under appeal)
 Metropolitan Dayton Educational Cooperative Association
 Entity #151340
 Contact: Jerry C. Woodyard Phone (937) 223-4980

M D E C A
METROPOLITAN DAYTON EDUCATIONAL
COOPERATIVE ASSOCIATION

225 LINWOOD STREET, DAYTON, OHIO 45405
TEL (937)223-4980 FAX (937)223-2385

TO: Schools and Libraries Division Attn: Bob Leipow – PIA Team7
FAX # (973) 599-6578
FROM: Tammy Watson, Office Coordinator
SUBJECT: E-Rate Application #389346 – Response to initial request
DATE: 08/18/2004
PAGES: 38 (Including this cover sheet)

Mr. Leipow:

Following please find the documentation for your fax request of 08/13/2004, 2:22 PM.

Please let us know immediately if any documentation is not sufficient, or if additional information is required.

Please note that I am also emailing the grid portion of this fax to you in a PDF document. The changes I have made to the original information are in red. I thought this might be of some help in the review process.

Please contact me with any additional questions or requests for information. My direct number is (937) 223-1112 ext. 3021.

Thank you,


Tammy Watson
Office Coordinator
(937) 223-1112 ext. 3021

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Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

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Metropolitan Dayton Educational Cooperative Association
 Contact: Jerry C. Woodyard Telephone: (937) 223-4980
 Program Year 2004 – 471 Application #389346

Entity #151340
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Please note last column added to table, labeled "Response":

- 1) For all lines with an "*" in the Response column, the FRN for 471 application 389346 (column 2), was not compared to the correct corresponding FRN from Program Year 2003. The "FY2003 FRN #" and "FY2003 Contract Expiration Dates – originally" columns have been updated with the correct corresponding FRN information from Program Year 2003. Since the contract expiration dates have not changed, we have not included copies of the contracts for the above FRNs, assuming once the FRNs are compared to the correct Program Year 2003 FRNs, the contracts will not be needed for the review. If you still want copies of the contract, please advise immediately and we will forward copies to you. We have attached copies of pages from Program Year 2003's Funding Commitment Decision Letter that shows the contract expiration date for each of the FRNs listed, and have labeled each page with the corresponding FY2004 FRN.
- 2) For all lines with "Date Changed" in the Response column, please note the following:
 - A. The Metropolitan Dayton Educational Cooperative Association posts a 470 on the SLD website on an annual basis, offering service providers the opportunity to bid on all current and new services. The latest posted 470 application number is 168310000473109, certified on 12/04/2003.
 - B. Same circumstance was involved for Program Years 2002 (471 application #294631) and 2003 (471 application #338994) and all FRNs were approved.
 - C. Please refer to notes listed below for each Program Year 2004 FRN that contains updated contract expiration information.

#	471 application 389346, FRN#:	CONTRACT NUMBER	CED CONTRACT EXPIR. DATE CHANGED TO	CAD CONTRACT AWARD DATE	FY 2003 471#	FY2003 FRN#	FY 2003 Contract Expiration Dates - originally	Response
1	1141307	937 R01-1394 013 7	09/01/04	07/26/1999	338994	997086	07/26/04	Date Changed
		Yes, contract expiration date changed from Program Year 2003 to Program Year 2004 as noted above. This is based on service not being installed until 09/02/1999 and we are responsible for paying service provider for 60 months from actual installation date (instead of date contract was originally signed – 07/26/1999). Copies of signed contract and initial invoice for service (verifying service start date) attached. Please note a data entry error was made on the contract expiration date – it should be 09/01/2004, not 09/11/2004. Please note that contract was originally signed on 07/26/1999 – this was verified in the PIA review for Program Year 2003. Please refer to copy of contract attached.						
2	1148397	513 R51-1881 725 0	07/26/06	07/26/01	338994	975365	07/26/06	*
3	1148402	513 R51-1881 725 0	08/30/06	08/30/01	338994	975351	08/30/06	*
4	1148406	513 R51-1881 725 0	09/01/06	09/01/01	338994	975356	09/01/06	*

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Program Year 2004 - 471 Application #389346

Entity #151340

#	471 application 389346, FRN#:	CONTRACT NUMBER	CED CONTRACT EXPIR. DATE CHANGED TO	CAD CONTRACT AWARD DATE	FY 2003 471#	FY2003 FRN#	FY 2003 Contract Expiration Dates - originally	Response
5	1148412	513 R51-1881 725 0	08/23/06	08/23/01	338994	975360	08/23/06	*
6	1148419	513 R51-1881 725 0	08/24/06	08/24/01	338994	975375	08/24/06	*
7	1148423	513 R51-1881 725 0	08/02/06	08/02/01	338994	975379	08/02/06	*
8	1148431	513 R51-1881 725 0	08/10/06	08/10/01	338994	975385	08/10/06	*
9	1148535	513 R51-0421 421 5	05/09/07	01/11/02	338994	997162	05/09/07	*
10	1148777	937 R93-0147 930 1	07/13/06	07/13/01	338994	997392	07/13/06	*
11	1148791	937 R93-0147 930 1	07/13/06	07/13/01	338994	997400	07/13/06	*
12	1148803	937 R93-0147 930 1	08/20/06	08/20/01	338994	997412	08/20/06	*
13	1148813	937 R94-0501 537 2	12/01/05	01/12/00	338994	993620	01/12/05	Date Changed
		Yes, contract expiration date changed from Program Year 2003 to Program Year 2004 as noted above. This is based on service not being installed until 12/02/2000 and we are responsible for paying service provider for 60 months from actual installation date (instead of date contract was originally signed). Copies of signed contract and initial invoice for service (verifying service start date) attached.						
14	1148845	513 R52-1270 521 0	10/30/06	10/30/01	338994	975266	10/30/06	*
15	1148852	513 R52-1270 521 0	10/30/06	10/30/01	338994	975277	10/30/06	*
16	1148859	513 R52-1270 521 0	10/30/06	10/30/01	338994	975280	10/30/06	*
17	1148865	513 R52-1270 521 0	11/06/06	11/06/01	338994	975293	11/06/06	*
18	1148873	513 R52-1270 521 0	11/06/06	11/06/01	338994	975303	11/06/06	*
19	1149559	513 R51-8570 720 2	08/20/05	01/12/00	338994	990118	01/12/05	Date Changed
		Yes, contract expiration date changed from Program Year 2003 to Program Year 2004 as noted above. This is based on service not being installed until 08/21/2000 and we are responsible for paying service provider for 60 months from actual installation date (instead of date contract was originally signed). Copies of signed contract and initial invoice for service (verifying service start date) attached.						
20	1149568	513 R51-8570 720 2	09/24/05	01/12/00	338994	990127	01/12/05	Date Changed
		Yes, contract expiration date changed from Program Year 2003 to Program Year 2004 as noted above. This is based on service not being installed until 09/25/2000 and we are responsible for paying service provider for 60 months from actual installation date (instead of date contract was originally signed). Copies of signed contract and initial invoice for service (verifying service start date) attached.						

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 Program Year 2004 – 471 Application #389346

Entity #151340

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#	471 application 389346, FRN#:	CONTRACT NUMBER	CED CONTRACT EXPIR. DATE CHANGED TO	CAD CONTRACT AWARD DATE	FY 2003 471#	FY2003 FRN#	FY 2003 Contract Expiration Dates - originally	Response
21	1149793	937 R94-0998 667 7	09/11/05	01/10/00	338994	975245	01/10/05	Date Changed
		Yes, contract expiration date changed from Program Year 2003 to Program Year 2004 as noted above. This is based on service not being installed until 09/12/2000 and we are responsible for paying service provider for 60 months from actual installation date (instead of date contract was originally signed).						
22	1149803	937 R94-0998 667 7	10/17/05	01/10/00	338994	975251	01/10/05	Date Changed
		Yes, contract expiration date changed from Program Year 2003 to Program Year 2004 as noted above. This is based on service not being installed until 10/17/2000 and we are responsible for paying service provider for 60 months from actual installation date (instead of date contract was originally signed). Copies of signed contract and initial invoice for service (verifying service start date) attached.						
23	1149897	937 R01-0948 192 2	07/20/05	01/12/00	338994	990060	01/12/05	Date Changed
		Yes, contract expiration date changed from Program Year 2003 to Program Year 2004 as noted above. This is based on service not being installed until 07/20/2000 and we are responsible for paying service provider for 60 months from actual installation date (instead of date contract was originally signed). Copies of signed contract and initial invoice for service (verifying service start date) attached. Please note that portions of service have been cancelled since originally entering into contract, therefore we have only claimed the E-Rate discount on the portion of service remaining during Program Year 2004.						
24	1161629	937 526-0001 052	10/31/05	10/11/00	338994	993889	01/12/05	Date Changed
		Yes, contract expiration date changed from Program Year 2003 to Program Year 2004 as noted above. Data entry error was made. Copy of original contract attached verifying end date of 10/31/2005.						
25	1182707	937 R01-0952 019 0	08/27/04	03/26/99	338994	974959	08/27/04	*
26	1182806	937 R01-0952 019 0	10/28/04	03/26/99	338994	975019	10/28/04	*

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 Contact: Jerry C. Woodyard Phone (937) 223-4980

Return-path: <rleipow@sl.universalservice.org>
Received: from CONVERSION-DA[MON.MDECA.ORG by MDECA.ORG (PMDF V6.2-X17 #30942)
id <01LGGAUOBEVK003CY5@MDECA.ORG>; Mon, 25 Oct 2004 14:57:47 -0400 (EDT)
Received: from mdeca4.mdeca.org (mdeca4.mdeca.org [156.63.21.43])
by MDECA.ORG (PMDF V6.2-X17 #30942)
with ESMTPS id <01LGGATLETSG003JANG@MDECA.ORG>; Mon,
25 Oct 2004 14:57:44 -0400 (EDT)
Received: from MM.mm.mdeca.org ([10.0.7.201])
by MDECA.ORG (PMDF V6.2-X17 #30942)
with ESMTPT id <01LGGATRVIBG00369Y@MDECA.ORG>; Mon,
25 Oct 2004 14:57:05 -0400 (EDT)
Received: from mdeca4.mdeca.org (Not Verified[156.63.21.43])
by MM.mm.mdeca.org with NetIQ MailMarshal (v6,0,3,8) id <B417d4d270000>; Mon,
25 Oct 2004 14:59:51 -0400
Received: from neca.org (necasmtpt.neca.org [204.76.13.102])
by MDECA.ORG (PMDF V6.2-X17 #30942)
with SMTP id <01LGGADDZ63E0035VB@MDECA.ORG>; Mon,
25 Oct 2004 14:43:52 -0400 (EDT)
Received: from no.name.available by neca.org via smtpd
(for mdeca4.mdeca.org [156.63.21.43]) with SMTP; Mon,
25 Oct 2004 18:45:24 +0000 (UT)
Received: from sl.universalservice.org (unverified)
by mimesweeper2.neca.org (Content Technologies SMTPRS 4.3.12)
with SMTP id <T6cdcf0c6b8cc4c08d3500@mimesweeper2.neca.org>; Mon,
25 Oct 2004 14:40:35 -0400
Received: from SL_UNISERV_ORG-Message_Server by sl.universalservice.org with
Novell_GroupWise; Mon, 25 Oct 2004 14:46:15 -0400
Date: Mon, 25 Oct 2004 14:45:40 -0400
From: Robert Leipow <rleipow@sl.universalservice.org>
Subject: recieved the 110 pages
To: WATSON@MDECA.ORG, woodyard@MDECA.ORG
Message-id: <sl17d11b7.070@sl.universalservice.org>
MIME-version: 1.0
X-Mailer: Novell GroupWise 5.5.5
Content-type: text/plain; charset=us-ascii
Content-disposition: inline

Tammy/Jerry:
this is to confirm receipt of your 110 page fax recieved earlier today, oct.25.
Thanks!

Bob Leipow
Schools And Libraries Division
Program Integrity Assurance
Phone: 973-581-6738
FAX: 973-599-6578
rleipow@sl.universalservice.org

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Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980



WebMail - RE: E-Rate App 389344



Date Sent: Wednesday, November 17, 2004 4:24 PM

From: watson <watson@MDECA.ORG>

Add to Address Book

To: "Finkelstein, Michael" <MFINKEL@sl.universalservice.org>

Cc: watson <watson@MDECA.ORG>

Subject: RE: E-Rate App 389344

Status: Urgent New

Michael,

Hello!

In response to your email of 11/16/2004 (listed below), please review the following information for our E-Rate applications 389344 & 389346:

We filed our 471 applications with the changes reported for contract expiration dates based on the following:

The contract expiration dates reported were changed to reflect accurate contract ending dates. The service provider (SBC – Ameritech) considers the contract term (60 months, 36 months, 24 months, etc...) to begin on the installation date, not the original signed date of the contract. Thus we are contractually obligated and financially responsible for the monthly contracted amount until the contract term is completed. We did not make a decision to extend the contracts, but are fulfilling the terms of the current contracts, per SBC's requirements. We are quite sure that SBC's contractual terms meet FCC regulations. If necessary, we can ask SBC – Ameritech to provide us with a written statement to verify that the contractual term (60 months, 36 months, 24 months, etc...) does not begin until service is installed. It has been our experience that this is a standard industry practice.

In addition, we have changed/corrected information to report actual contract expiration dates on previous years' 471 applications and received approval from the SLD's Program Integrity Assurance Team.

Our Program Year 2003 471 application #338994 involved the same circumstance. The changes were questioned by Program Integrity Assurance (Jane Giancamillo on 07/11/2003) and approved for the reported corrected dates.

Our Program Year 2002 471 application #294631 also involved the same circumstance. The changes were questioned by Program Integrity Assurance (Greg Kostyak on 09/10/2002) and approved for the reported corrected dates.

We did post a 470 application, #168310000473109 – posted 11/25/2003, on the SLD's website that offered service providers the opportunity to competitively bid on all services. We did not receive any bids on these services.

Based on the above information, we reported the corrected contract expiration dates for the FRNs in question on 471 applications #389344 and #389346.

If you recommend that we use a different method for correcting information for future Program years, please let us know and we will follow your advise for the upcoming 471 filing window.

Let me know if you need anything more on this issue.

Thanks,

Tammy

P.S. I am getting ready to leave for the day, but will be bac tomorrow at 7:30 AM. I will work tomorrow on answering

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questions regarding the FRNs on app #389344 that are on the state master contract.

>===== Original Message From "Finkelstein, Michael" <MFINKEL@sl.universalservice.org> =====

>Tammy

>

>

>

>FYI, the contract expiration dates cannot be changed based on the actual
>installation date of the circuit. The service period starts on the
>installation date but the contract expiration date (60 months after
>contract was signed by applicant) remains the same, regardless of the
>installation date.

>

>

>

>Thanks.

>

>

>

>Michael Finkelstein

>

>Schools And Libraries Division

>

>Program Integrity Assurance

>

>Phone: 973-581-6722

>

>

>FAX: 973-599-6578

>

>

>e-mail: mfinkel@sl.universalservice.org

Tammy Watson, Office Coordinator
Metropolitan Dayton Educational Cooperative Association (MDECA)
225 Linwood Street
Dayton, OH 45405
Phone: 937-223-1112 ext. 3021 Fax: 937-223-2385
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13. SPIN: 143004791	14. Service Provider Name: Verizon North Inc.
15. Contract Number: N/A	16. Billing Account Number: N/A
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/17/2005	
21. Attachment #: JFRCV	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$268.33	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$268.33	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,219.96	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$3,219.96	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$1,899.78	

FRN: 1182707 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 912820000150580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-0952 019 0	16. Billing Account Number: 937 R01-0952 019 0
17. Allowable Contract Date: 02/23/1999	18. Contract Award Date: 03/26/1999
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 08/27/2004	
21. Attachment #: PQHI2	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$225.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$225.00	23d. Number of months of service: 2
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$450.00	
23f. Annual non-recurring (one-time) charges: \$0.00	23g. Ineligible non-recurring amt.: \$0.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$450.00	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$265.50	

FRN: 1182806 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 912820000150580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-0952 019 0	16. Billing Account Number: 937 R01-0952 019 0
17. Allowable Contract Date: 02/23/1999	18. Contract Award Date: 03/26/1999
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/28/2004	
21. Attachment #: PQNI2	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$225.00	23b. Ineligible monthly amt.: \$0.00
23c. Eligible monthly amt.: \$225.00	
23e. Annual pre-discount amount for eligible	
23f. Annual non-recurring (one-time) charge: \$0.00	

Letter of Appeal
471 Application #389346 - FRN 1182707
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Contact: Jerry C. Woodyard Phone (937) 223-4980

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FUNDING COMMITMENT REPORT

Form 471 Application Number: 389346
Funding Request Number: 1176217 Funding Status: Funded
Services Ordered: Internet Access
SPIN: 143004791 Service Provider Name: Verizon North Inc.
Contract Number: N/A
Billing Account Number: N/A
Service Start Date: 07/01/2004
Contract Expiration Date: 10/17/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,219.96
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,219.96
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,899.78 - ERN approved as submitted

Funding Request Number: 1182707 Funding Status: Not Funded
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R01-0952 019 0
Billing Account Number: 937 R01-0952 019 0
Service Start Date: 07/01/2004
Contract Expiration Date: 08/27/2004
Annual Pre-discount Amount for Eligible Recurring Charges: \$450.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$450.00
Discount Percentage Approved by the SLD: N/A
Funding Commitment Decision: \$0.00 - 470 Not Filed
Funding Commitment Decision Explanation: The ERN references services that require a posting of a 470 for each Funding Year.

~~Funding Request Number: 1182806 Funding Status: Not Funded~~
Services Ordered: Internet Access
SPIN: 143001688 Service Provider Name: SBC Ohio
Contract Number: 937 R01-0952 019 0
Billing Account Number: 937 R01-0952 019 0
Service Start Date: 07/01/2004
Contract Expiration Date: 10/28/2004
Annual Pre-discount Amount for Eligible Recurring Charges: \$900.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$900.00
Discount Percentage Approved by the SLD: N/A
Funding Commitment Decision: \$0.00 - 470 Not Filed
Funding Commitment Decision Explanation: The ERN references services that require a posting of a 470 for each Funding Year.

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Confirmation of Service Order - General Business Services

Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 36 month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed Ameritech DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: In the event Customer moves one end of Service to a new location, Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(2) and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

Liability: The liability of Ameritech its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or proposals.

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- 1 Monthly extension rates will apply for DS3 Service.
- 2 If termination occurs within the first year 12 month rates will apply
- 3 For DS3 Service 85 percent will apply.

FRN 1182707

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Ameritech



Confirmation of Service Order - General Business Services

Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

Service Type:	Base Rate Point to Point:	Base Rate Multipoint:	Fractional DS1-128:	Fractional DS1-256:	Fractional DS1-384:	DS1: X	DS3 4	
Order Type:	New: X	Renewal:	Change:	Move:	Add:	Remove:	Upgrade:	Disconnect:
Existing Contract No:					Existing Circuit ID:			
Term Plan:	12 Mo.	36 Mo.	60 Mo. X	84 Mo. 5	120 Mo. 6	Requested Installation Date:		
Monthly Charges: \$250.00		Non Recurring Charges: \$350.00			Circuit Quantity: 1		# Multipoint Locations:	
Service Location No. 1: 719 E. ASH ST. PIQUA, OH 45356-				Service Location No. 2: 145 E. U.S. RTE. 36 PIQUA, OH 45356-				

Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order

CUSTOMER

AMERITECH

Jerry C Woodyard
Authorized Customer Signature

Authorized Ameritech Signature

Jerry C Woodyard
Print Name and Title

Print Name and Title

Executive Director 03/26/1999
Date

Date

AMERITECH CONTACT INFORMATION

MDECA

Company Name

ANITA LEYES H583645

Ameritech Sales Representative Name Sales Code

Billing Address

EXECUTONE OF DAYTON, INC.

Company

City, State and Zip Code

1940 W. DOROTHY LANE

Street Address

JERRY WOODYARD

Customer Contact

DAYTON OH 45430

Fax Number

937 223 4980

Contact Phone Number

Letter of Appeal
471 Application #389346 - FRN 1182707
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

Existing Billing Account Number (if applicable)

As used herein, Ameritech means Ameritech Illinois Bell Telephone Company, Illinois Telephone Company, Indiana Telephone Company, Inc. in Indiana, Michigan Bell Telephone Company, or the Ohio Bell Telephone Company in Ohio, and Wisconsin Bell Telephone Company in Wisconsin.

4 DSS is not a standard tariff service in Wisconsin.
5 Indiana only.
6 Indiana only.

FRN 1182707

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MDECA
201 RIVERSIDE DR
DAYTON, OH 45405-4956

Page 1 of 2
Account Number 937 FBI-0952 019 0
Billing Date Sep 1, 1999

Web Site www.ameritech.com

Invoice Number 24499095201A

Monthly Statement

Aug 2 - Sep 1, 1999

Bill-At-A-Glance

Previous Bill	3,025.21
Payment	.00
Adjustments	.00
Amount Past Due	3,025.21
Current Charges	1,491.30
Total Amount Due	4,516.51
Amount Due in Full By	Sep 18, 1999

Ameritech Local Service

Monthly Service - Sep 1 thru Sep 30
Monthly Charges 1,250.00

Other Charges and Credits
This section of your bill reflects charges and credits resulting from

No.	Quantity	USOC	Charges
Charges for Changing Service on Aug 27, 1999 Service Order C1303451999 Special Services			
1			102.00
2			280.00
Charges for Services Added (Monthly Charges are Prorated from Aug 28, 1999 to Billing Date, Sep 1, 1999)			
Circuit Number DHZA.550714..08			
3	1 TZ4X3	125.00	12.50
Circuit Location 2 1249 W HIGH ST PIQUA OH			
4	1 TZ4X3	125.00	12.50
Local Distribution Channel			
Total Other Charges and Credits 407.00			
Local, State and Federal Charges			
Ohio Educational Discount 165.70CR			
Total Ameritech Local Service Charges 1,491.30			

Billing Summary

Questions? Call:

Ameritech Local Service 1,491.30
1-800-480-8088
Total of Current Charges 1,491.30

FRN
1182707

High St - 257.00 591.00
Washington - 257.00 225
Bennett - 257.00 225
Favourite Hill - 257.00 225
Ward - 257.00 225
Total 2,491.00

News You Can Use - Summary

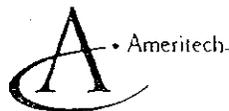
- EDUCATIONAL DISCOUNT
- URGENT PAYMENT INFO
- NEW SERVICE
- PAYMENT & INQUIRIES
- PREPARE FOR Y2K

Repair Service: 1-800-480-8088
Telecommunications Relay System: 1-800-750-0750
Return bottom portion with your check in the enclosed envelope.

Patent Pending

Printed on Recycled Paper

7937280100952019352440020021000030252100004516510000454137



AMERITECH
BILL PAYMENT CENTER
SAGINAW, MI 48663-0003

MDECA
201 RIVERSIDE DR
DAYTON, OH 45405-4956

Please include your 14-digit account number on your check.

Account Number

Letter of Appeal

471 Application #389346 - FRN 1182707
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

Post Due Charges - \$9,025.21 - Please Pay Immediately

Amount if Paid AFTER Sep 18, 1999 \$4,541.37

Amount if Paid ON or BEFORE Sep 18, 1999 \$4,516.51

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13. SPIN: 143004791	14. Service Provider Name: Verizon North Inc.
15. Contract Number: N/A	16. Billing Account Number: N/A
17. Allowable Contract Date: 01/06/2000	18. Contract Award Date: 01/10/2000
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/17/2005	
21. Attachment #: JFRCV	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$268.33	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$268.33	23d. Number of months of service: 12
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$3,219.96	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount (23e + 23h): \$3,219.96	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): \$1,899.78	

FRN: 1182707 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 912820000150580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-0952 019 0	16. Billing Account Number: 937 R01-0952 019 0
17. Allowable Contract Date: 02/23/1999	18. Contract Award Date: 03/26/1999
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 08/27/2004	
21. Attachment #: PQH12	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$225.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$225.00	23d. Number of months of service: 2
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$450.00	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00
23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00	
23i. Total program year pre-discount amount: Letter of Appeal	
23j. % discount (from Block 4): 59	
23k. Funding Commitment Request (23i x 23j): 471 Application #389346 - FRN 1182806	
Metropolitan Dayton Educational Cooperative Association	
Entity #151340	
Contact: Jerry C. Woodyard Phone (937) 223-4980	

FRN: 1182806 FCDL Date:	
11. Category of Service: Internet Access	12. 470 Application Number: 912820000150580
13. SPIN: 143001688	14. Service Provider Name: SBC Ohio
15. Contract Number: 937 R01-0952 019 0	16. Billing Account Number: 937 R01-0952 019 0
17. Allowable Contract Date: 02/23/1999	18. Contract Award Date: 03/26/1999
19a. Service Start Date: 07/01/2004	19b. Service End Date:
20. Contract Expiration Date: 10/28/2004	
21. Attachment #: PQN12	22. Block 4 Worksheet No.: 519401
23a. Monthly Charges: \$225.00	23b. Ineligible monthly amt.: \$.00
23c. Eligible monthly amt.: \$225.00	23d. Number of months of service: 4
23e. Annual pre-discount amount for eligible recurring charges (23c x 23d): \$900.00	
23f. Annual non-recurring (one-time) charges: \$.00	23g. Ineligible non-recurring amt.: \$.00

23h. Annual pre-discount amount for eligible non-recurring charges (23f - 23g): \$0.00
23i. Total program year pre-discount amount (23e + 23h): \$900.00
23j. % discount (from Block 4): 59
23k. Funding Commitment Request (23i x 23j): \$531.00

Block 6: Certifications and Signature

24a. Schools:

24b. Libraries or Library Consortia:

26a. Individual Technology Plan:

26b. Higher-Level Technology Plan(s):

26c. No Technology Plan Needed:

27a. Approved Technology Plan(s):

27b. State Approved Technology Plan:

27c. No Technology Plan Needed:

36. Printed Name of Authorized Person:

37. Title or Position of Authorized Person:

38a. Address:

City: State: Zip:

38b. Telephone Number of Authorized Person: () - ext.

38c. Fax Number of Authorized Person: () -

38d. Email address of Authorized Person:

[Refresh Page](#)

[Close Print Preview](#)

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Letter of Appeal

471 Application #389346 - FRN 1182806

Metropolitan Dayton Educational Cooperative Association

Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980



FUNDING COMMITMENT REPORT

Form 471 Application Number: 389346
Funding Request Number: 1176217 Funding Status: Funded
Services Ordered: Internet Access Service Provider Name: Verizon North Inc.
SPIN: 143004791
Contract Number: N/A
Billing Account Number: N/A
Service Start Date: 07/01/2004
Contract Expiration Date: 10/17/2005
Annual Pre-discount Amount for Eligible Recurring Charges: \$3,219.96
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$3,219.96
Discount Percentage Approved by the SLD: 59%
Funding Commitment Decision: \$1,899.78 - ERN approved as submitted

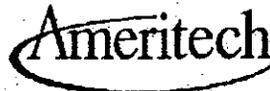
Funding Request Number: 1182707 Funding Status: Not Funded
Services Ordered: Internet Access Service Provider Name: SBC Ohio
SPIN: 143001688
Contract Number: 937 R01-0952 019 0
Billing Account Number: 937 R01-0952 019 0
Service Start Date: 07/01/2004
Contract Expiration Date: 08/27/2004
Annual Pre-discount Amount for Eligible Recurring Charges: \$450.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$450.00
Discount Percentage Approved by the SLD: N/A
Funding Commitment Decision: \$0.00 - 470 Not Filed
Funding Commitment Decision Explanation: The ERN references services that require a posting of a 470 for each Funding Year.

Funding Request Number: 1182806 Funding Status: Not Funded
Services Ordered: Internet Access Service Provider Name: SBC Ohio
SPIN: 143001688
Contract Number: 937 R01-0952 019 0
Billing Account Number: 937 R01-0952 019 0
Service Start Date: 07/01/2004
Contract Expiration Date: 10/28/2004
Annual Pre-discount Amount for Eligible Recurring Charges: \$900.00
Annual Pre-discount Amount for Eligible Non-recurring Charges: \$.00
Pre-discount Amount: \$900.00
Discount Percentage Approved by the SLD: N/A
Funding Commitment Decision: \$0.00 - 470 Not Filed
Funding Commitment Decision Explanation: The ERN references services that require a posting of a 470 for each Funding Year.

Letter of Appeal

471 Application #389346 - FRN 1182806
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

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Confirmation of Service Order - General Business Services

Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

This Confirmation of Service Order ("Order") serves as a confirmation of Customer's agreement to purchase BaseRate, DS1, Fractional DS1 or DS3 Service ("Service") under a term plan according to prices, quantities, terms and conditions set forth herein and in the applicable Ameritech tariffs or catalogs.

Rates: Monthly Charges are based on term plan rates in effect at the time Service is ordered, and are set forth on Page 2. During the term rate decreases, as applicable, will automatically be applied to the Monthly Charges. Rates will not increase above Monthly Charges set forth on page 2 for Service between the locations listed in this Order. Monthly Charges may change if a Service location is moved. Non-Recurring Charges ("NRCs"), with the exception of the Clear Channel NRC will be waived if Customer selects a 36 month or greater term plan in this Order.

Term and Expiration: The Service term is the term plan selected by Customer on Page 2. Upon expiration of the Service term, the Monthly Charges will revert to the prevailing month-to-month rates(1) unless Customer renews the term plan or terminates Service prior to completion of the Service term. Upon renewal new Monthly Charges will be applied based on rates in effect at that time.

Term Plan Change: Prior to the completion of the selected Service term plan, Customer may renew or change to a different term plan without incurring early termination charges, provided the new term plan (i) is for an equal or greater number of circuits than the number ordered herein and (ii) is greater in length than the months remaining on the Service term plan ordered herein. Monthly Charges for the new term plan will be based on rates in effect at the time the new plan is ordered.

Service Upgrade: Customer may upgrade Service to a higher speed Ameritech DS1, DS3 or SONET Service or to the same or higher speed Ameritech Protect Path Service (the "Upgraded Service") without incurring early termination charges; provided that the Upgraded Service is (i) under a term plan that is equal to or greater in length than the number of months remaining in the term plan ordered herein and (ii) is installed between the locations herein. NRCs will apply to the Upgraded Service.

Move: In the event Customer moves one end of Service to a new location, Customer will not incur early termination charges provided termination of the old circuit and installation of the new circuit are ordered to occur concurrently. NRCs will apply at the new location as applicable. Customer's Monthly Charges will not change unless the new location is served out of a different central office. Any changes to the Monthly Charges will be based on rates in effect at the time of Customer's execution of this original Order. Revised Monthly Charges will be automatically applied for the months remaining in the Service term plan. If Customer moves both ends of the Service circuit concurrently, Customer will be liable for an early termination charge.

Early Termination: In the event Customer terminates the Service in whole or in part prior to the expiration of the term plan (except as otherwise permitted in this Order), Customer will be liable for an early termination charge, which will be equal to the amount of savings Customer received while the Service was installed. The charge will be calculated as follows: a. Determine the difference between the monthly rates (in effect at the time of termination), for the term plan Customer would have completed(2) and Customer's Monthly Charges at the time of termination; b. Multiply the difference by the number of months Service was installed; and c. Add any NRCs which were originally waived. Termination of the Service within the first (12) months will be subject to an additional charge which will be calculated as follows: Take 40 percent(3) of the 12 month rates (in effect at the time of termination), and multiply by the number of months remaining in the first year of the term plan.

Assignment: Customer shall not assign or otherwise transfer any rights or obligations under this Order without prior written consent of Ameritech, which consent shall not be unreasonably withheld or delayed. Any such assignment without prior written consent of Ameritech shall be void.

Liability: The liability of Ameritech its affiliates, successors, agents or "assigns" for damages from Service interruptions or defects shall not exceed the prorata amount of Monthly Charges for the time Service was affected.

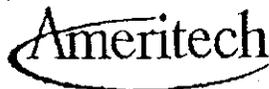
Tariffs: In the event of conflict or discrepancy between provisions of this Order and provisions of the applicable tariff or catalog, the provisions of the tariff or catalog will prevail. This Order and the applicable tariffs or catalogs are the complete agreement of the parties and supersede any discussions, representation, or prop

1 Monthly extension rates will apply for DS3 Service.
2 If termination occurs within the first year 12 month rates w
3 For DS3 Service 85 percent will apply.

Letter of Appeal
471 Application #389346 - FRN 1182806
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

FRN 1182806

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Confirmation of Service Order - General Business Services
Exchange Dedicated Communications Services - Base Rate, Fractional DS1, DS1 and DS3 Services

Service Type:	Base Rate Point to Point:	Base Rate Multipoint:	Fractional DS1-128:	Fractional DS1-256:	Fractional DS1-384:	DS1:	DS3 ⁴ :	
Order Type:	New:	Renewal:	Change:	Move:	Add:	Remove:	Upgrade:	Disconnect:
Existing Contract No:						Existing Circuit ID:		
Term Plan:	12 Mo.	36 Mo.	60 Mo.	84 Mo. ⁵ :	120 Mo. ⁶ :	Requested Installation Date:		
Monthly Charges:		Non Recurring Charges:			Circuit Quantity:	# Multipoint Locations:		
\$250.00		\$350.00			1			
Service Location No. 1: <u>719 E. ASH ST. PIQUA, OH 45356-</u>				Service Location No. 2: <u>818 NICKLIN AVE. PIQUA, OH 45356-</u>				

Your signature acknowledges that you understand and accept the terms and conditions on Pages 1 and 2 and that you are authorized to make the commitments under this Order

CUSTOMER

AMERITECH

Jerry C. Woodyard
 Authorized Customer Signature

 Authorized Ameritech Signature

Jerry C. Woodyard
 Print Name and Title

 Print Name and Title

Executive Director 03/26/1999
 Date

 Date

AMERITECH CONTACT INFORMATION

MDECA

 Company Name

ANITA LEYES H583645
 Ameritech Sales Representative Name Sales Code

 Billing Address

EXECUTONE OF DAYTON, INC.
 Company

 City, State and Zip Code

1940 W. DOROTHY LANE
 Street Address

JERRY WOODYARD

 Customer Contact

DAYTON OH 45439
 City State and Zip Code

937 223 4980

 Contact Phone Number

937 294 5900
 Phone Number

 Existing Billing Account Number (if applicable)

937 297 5363
 Fax Number

As used herein, Ameritech means Illinois Bell Telephone Company in Illinois; Indiana Bell Telephone Company in Michigan; The Ohio Bell Telephone Company in Ohio; and Wisconsin Bell Telephone Company in Wisconsin.

⁴ DS3 is not a standard tariff offering in Wisconsin.

⁵ Indiana only.

⁶ Indiana only.

Letter of Appeal

471 Application #389346 - FRN 1182806

Metropolitan Dayton Educational Cooperative Association

Entity #151340

Contact: Jerry C. Woodyard Phone (937) 223-4980

Page _____

FRN 1182806 63



MDECA
201 RIVERSIDE DR
DAYTON, OH 45405-4956

Page 1 of 2
Account Number 937 R91-0368 910 9
Billing Date Nov 28, 1999
Web Site www.ameritech.com
Invoice Number 937R91036811

9300 Nicklin

Monthly Statement

Oct 29 - Nov 28, 1999

paid
12/07/99

Bill-At-A-Glance

Previous Bill	.00
Payment	.00
Adjustments	.00
Balance	.00
Current Charges	882.00
Total Amount Due	793.80 882.00
Amount Due in Full By	Dec 17, 1999

Ameritech Local Service

Monthly Service - Nov 28 thru Dec 27
Monthly Charges 250.00

Other Charges and Credits
This section of your bill reflects charges and credits resulting from account activity. A breakdown of monthly service charges is included.

Item No.	Description	Quantity	USOC	Monthly Charges
Date: Oct 27, 1999				
Order Number: N6023479450				
Special Services:				
Circuit Number: DHZA.550684.0B				
Charges for Establishing New Service				
1	Installation Serv Call Charge	2		102.00
2	Installation Charge			280.00

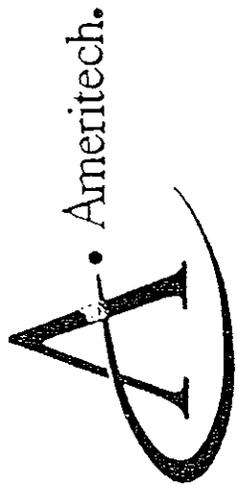
Billing Summary

Circuit Location: 1
Services Established:
(Monthly Charges are Prorated from Oct 28, 1999)

FRN 1182806

Letter of Appeal
471 Application #389346 - FRN 1182806
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

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FRN 1182806

MDECA
201 RIVERSIDE DR
DAYTON, OH 45405-4956

Page 1 of 2
Account Number 937 R01-0952 019 0
Billing Date Jan 1, 2000

Web Site www.ameritech.com

Invoice Number 937R01095201

930070 ELCMS JUD 1/19/2000

Monthly Statement Dec 2 - Jan 1, 2000

Letter of Appeal
471 Application #389346 - FRN 1182806
Metropolitan Dayton Educational Cooperative Association
Entity #151340
Contact: Jerry C. Woodyard Phone (937) 223-4980

Balance	4,540.62
	1,125.00CR
	88.20
Due	3,503.82
yes	1,400.00
Amount Due	\$4,903.82
in Full By	Jan 18, 2000

Detail of Payments and Adjustments			
Item No.	Date Description	Adjustments	Payments
1	12-21 Payment		1,125.00
2	12-21 Transfer of Balance-937 R91-0368	88.20	
Totals		88.20	1,125.00

→ verifies billing acct #
Ameritech Local Service

Monthly Service - Jan 1 thru Jan 31	
Billed for 937 R01-0952	1,250.00
Monthly Charges	1,250.00
Total Billed for 937 R01-0952	
Billed for 937 R91-0368	250.00
Monthly Charges	250.00
Total Billed for 937 R91-0368	
Total Monthly Service	1,500.00