ACTION PLAN – FIBER CONNECT NETWORK

Relative to a Proposal by Fiber Connect to Design, Construct and Operate a Fiber-To-The-Home Network in Egremont, MA

This Action Plan ("Action Plan") was developed pursuant to the Flexible Grant Program Notice of Funding Availability for Innovative Approaches to Provide Broadband Service to Unserved Towns in Western Massachusetts, published by the Massachusetts Broadband Institute October 5, 2017 (the "NOFA"). This Action Plan is issued in response to a proposal from Fiber Connect, LLC, a Massachusetts business corporation ("Fiber Connect") to design build, own and operate a fiber-to-the-home ("FTTH") broadband network to serve the town of Egremont (the "Town,").

This Action Plan will become effective when executed on the last signature date set forth below by Fiber Connect, the Town, and the Massachusetts Technology Collaborative ("MassTech"), a public instrumentality of the Commonwealth of Massachusetts that administers the Massachusetts Broadband Institute ("MBI") (collectively, the "Parties"). The Town shall be authorized to execute this Action Plan by an affirmative vote of its Select Board.

1. Overview

Fiber Connect owns and operates an existing GPON FTTH network ("Network") that passes a portion of the residential premises in the Town and has made broadband service available to those premises. Fiber Connect has also responded to a Request for Proposals issued by the Town on December 12, 2018, with a proposal to continue the buildout of Fiber Connect’s existing Network to reach at least 96% of the residential premises on public and private roads (attached as Exhibit A and referred to as the "Fiber Connect Proposal"). It is the Town’s understanding that approximately 12 route miles remain, some of which have utility poles and some of which have direct bury utilities. It is the Town’s further understanding that Fiber Connect will pay for the cost of installing new utility poles as part of the make-ready process. Fiber Connect would design, build, own and operate the expanded Network and serve as the Internet Service Provider. The Town has expressed a strong interest in moving forward with next steps to pursue this opportunity to expand broadband access to its residents. Work will need to be undertaken by Fiber Connect and the Town to address issues associated with the buildout and operation of the expanded Network, which may include technical, business and legal issues. This Action Plan provides a framework for the Parties to move forward with a series of actions that may culminate in a detailed project plan for the expanded Network that is approved by the Town and funded, in part, with all or a share of the Town’s approved MBI funding allocation in the amount of One Million Seventy Thousand Dollars ($1,070,000).

The responsibilities and obligations of each Party during this initial project development phase will be described in the following documents, which will be executed on a concurrent basis:

- This Action Plan, which will be executed by MassTech, the Town and Fiber Connect; and
- If requested by the Town, a Professional Services Grant Agreement shall be executed by MassTech and the Town that will provide the Town with an advance of up to $25,000 from its MBI funding allocation to procure technical and/or legal support services.
2. Public Posting

Based on the Town’s independent review of the Fiber Connect Proposal, the Town hereby requests that MassTech proceed to the next step in the process outlined in the NOFA. Upon acceptance of this Action Plan by each Party, MassTech will publicly post this Action Plan to afford other private broadband providers the opportunity to propose a comparable or more advantageous solution. While the Project summary is posted, the Town and Fiber Connect will proceed with the tasks and activities outlined in section 4 of this Action Plan. The Parties acknowledge that the Action Plan summary will be posted until (i) such time as all of the requirements for Fiber Connect to be eligible to receive grant payments from MassTech have been satisfied, as specified in the grant agreement executed by MassTech and Fiber Connect; or (ii) negotiations among the Parties have been terminated. In addition, MassTech may issue one or more open public solicitations for the purpose of identifying qualified providers interested in meeting the broadband needs of unserved municipalities of the Commonwealth. The Town may choose to take advantage of any opportunities generated through such open solicitations.

3. Initial Actions To Be Undertaken by the Parties

In recognition of the urgency of securing a prompt solution to the needs of the Town for robust and reliable broadband service in the unserved areas of the Town (which the Town estimates to be approximately 12 road miles out of 42 miles total, passing approximately 135 residences out of about 850 total), the Parties have agreed to expeditiously address the important technical, business and legal issues left unresolved in the Fiber Connect Proposal. The Parties will undertake the following actions, each of which is a prerequisite for MassTech to award grant funding to undertake the project:

(a) If requested by the Town, MassTech will execute a Professional Services Grant Agreement with the Town to provide a portion of the Town’s grant allocation to enable the Town to engage technical professionals and/or attorneys as needed in order to identify and resolve any legal, regulatory or approval issues that are obstacles to their moving forward with Fiber Connect as intended, and to conclude the negotiations contemplated in this Action Plan. If the Town terminates its involvement in the project, the Town will be required to return to MassTech any funds that were not expended by the Town under the Professional Services Grant Agreement.

(b) The Town will engage in a detailed due diligence process that will identify, address and resolve the full range of technical, business and legal issues associated with the Fiber Connect Proposal and resolve ambiguities associated with said proposal. This process will culminate, if successful, in a comprehensive broadband services agreement between the Town and Fiber Connect with regard to the provision of broadband services to the residents of the Town over a period of at least 10 - 15 years that will include all terms and conditions that are consistent with generally accepted good business practices or otherwise required pursuant to State procurement statutes and regulations. Issues to be resolved include, but are not limited to:

i. The technical requirements for the expanded Network to be constructed, tested and accepted, and integrated with the existing Network infrastructure, including any necessary interconnection agreements with the operators of other networks (including the MassBroadband 123 network) and a plan to obtain necessary access, easement and permit rights;

ii. A Project schedule and budget;
iii. The number and location of residential premises that are passed by Fiber Connect’s existing Network and are currently able to receive broadband service as well as the number of current subscribers.

iv. The number and location of residential premises to be passed by the expanded Network and if applicable, options to expand coverage in the future if additional funding becomes available;

v. Financing arrangements regarding the expanded Network and issues related to the long-term sustainability of the Network, including the allocation of risk for potential project cost overruns, including but not limited to, additional costs for make-ready work on utility poles;

vi. Ownership of Network infrastructure and assets;

vii. Mechanisms to protect and preserve the Town's interest in receiving reliable, continuous broadband services, including, but not limited to, provisions that provide for the continued performance of all obligations in the event of Fiber Connect filing for bankruptcy, a change in ownership or control of Fiber Connect, or a sale or transfer of ownership or control of the Network;

viii. Customer service protections, broadband speeds, and pricing and terms for products and services offered to subscribers over the Network, including an offering for qualified, low income residents and discounted or free service to certain community anchor institutions, such as Town Library and Community Center;

ix. Network maintenance and upgrade commitments;

x. A service level agreement for Network operations; and

xi. Legal, regulatory or approval issues required to enable the Towns to enter into or support the desired broadband services agreement with Fiber Connect, including, but without limitation, issues related to required Town determinations or authorizations; long term municipal contracting; public design and construction; broadband/VOIP rate setting; and any other issues related to a proposed procurement of this type and magnitude.

xii. Identifying potential modifications, if any, to the 51% pre-subscription requirement in the Payment in Arrears Guidelines that provide equivalent evidence of the Network’s long-term financial viability and sustainability. The Parties acknowledge that any such modifications are subject to the review and approval of the MBI Board of Directors.

4. Additional Considerations

Fiber Connect and the Town acknowledge that MBI, based on a review of information and documentation made available to MBI to date, has made an initial, preliminary determination that the “payment in arrears” guidelines (approved by the MBI Board of Directors on September 5, 2018 and attached as Exhibit B) would govern the disbursement of grant funds for this project. A final determination will be made by MBI prior to the conclusion of the due diligence process outlined in this Action Plan and will based on a consideration of all relevant factors and supporting information and documentation, including audited financial statements to be submitted by Fiber Connect.

While the activities are being undertaken, MassTech will commence negotiations with Fiber Connect regarding the terms and conditions for a grant agreement, which shall include appropriate protective
measures for the investment of public funds, including, but not limited to, the granting of first priority security interests in Network assets. Upon completion of the activities identified in Section 3, if the Town’s Board of Selectmen makes a determination that it wishes to proceed with Fiber Connect to expand the Network, the Board of Selectmen shall take a vote requesting that MBI commit the Town’s approved last mile allocation (less any funds previously disbursed by MBI to the Town through the Professional Services Grant Agreement) to cover the Town’s share of the project costs.

5. General Provisions

a. This Action Plan represents and reflects the current intentions of the Parties. Any Party may decline to proceed further with this process and terminate its involvement at any time and for any reason upon the provision of written notice to the other Parties.

b. The Parties acknowledge the importance of clarity and consistency in their public comments and statements with regard to this Action Plan and the endeavors pursued in furtherance thereof and, accordingly, agree to closely coordinate with each other before issuing any formal comments, statements or press releases to the media concerning this Action Plan.

c. This Action Plan contains the entire agreement and current understandings of the Parties with respect to the Fiber Connect Proposal. This document supersedes all prior communications, contracts, agreements, memoranda, letters, or understandings between or among the Parties, whether oral or written.

d. This Action Plan may be executed in one or more counterparts. Each such counterpart shall be an original and together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties execute this Action Plan by their duly authorized representatives as set forth below:

Fiber Connect, LLC

By: ____________________________
Name: Adam Chait
Title: CEO
Date: 2019-07-12

Town of Eglinton, Massachusetts

By: ____________________________
Name: Lucinda Vermeulen
Title: Vice Chair, Selectboard
Date: 07-12-19

Massachusetts/Technology Park Corporation
d/b/a Massachusetts Technology Collaborative

Name: ____________________________
Title: Executive Director
Date: 07-12-19
Exhibit A

Fiber Connect Proposal
FIBER CONNECT, LLC.
Data @ the Speed of Light

EGREMONT
Response to RFP
January 31, 2019

Fiber Connect, LLC.
PO Box 764
Monterey, MA 01245
http://www.bfcma.com
Adam Chait, CEO
adam@bfcma.com  --  413.854.2109

Fiber To The Premise Proposal
SECTION:

TRANSMITTAL LETTER
Transmittal Letter

Fiber Connect LLC (FC) is proposing to build a Fiber-to-the-Premise (FTTP) network in those areas of Egremont, MA not currently served by a high-speed fiber optic network. By so doing, FC will be extending its present, self-funded FTTP network that currently passes more than 70% of Egremont premises. It is FC’s goal to pass 100% of Egremont’s premises, including vacant buildable land parcels, or come as close as financially sustainable to 100%. To achieve this goal to build out beyond Egremont’s already completed two phases will require subsidized funding. FC proposes three (3) possible financial paths forward:

1. Revenue-based growth over several years with final coverage percentage dependent on generated income.

2. Utilization of available state grants to subsidize an immediate build out to 96% or greater of Egremont premises.

3. Utilization of a municipal subsidy.

In the event of a municipal subsidy (#3), the municipality would be encouraged to solicit state grant funds to offset or mitigate any cost to Egremont taxpayers. FC seeks a partnership with the Town of Egremont to responsibly deliver a broadband service with the least financial impact to its taxpayers.

As per the RFP, FC will handle all aspects of building, maintaining and operating the 1Gbps fiber optic network which it will own. FC will design and engineer the network, secure utility pole licenses, negotiate make ready permitting, construct the network (aerial and conduit), oversee network operation, provide maintenance and repair, respond to network emergencies, connect and bill subscribers, handle all customer service issues and perform any other functions associated with delivering reliable, high-speed broadband to Egremont residents and businesses.

FC is one of the first companies to physically expand the Middle Mile network by facilitating "lateral" builds directly off of the Commonwealth’s existing infrastructure. Within Berkshire County, FC has built lateral networks throughout several areas within the MBI123 footprint including Southfield, Great Barrington, New Marlborough, Alford, Washington, Becket, Haydenville and others. FC has built over 30,000 feet of private conduit paths and fiber placements within those conduits for private property facilitation. Within 2018, FC completed over 75 route miles of distribution fiber. FC is committed to at least an additional 35 route miles within the first months of 2019 with their active Last Mile solutions for Egremont, Monterey, Great Barrington (commercial district) and New Marlborough.
FC's footprint within Berkshire County is growing at a steady, planned pace. FC expects to pass more than 2,000 premises in 2019. All FC fiber deployment to date has been undertaken and completed through self-funding. No MBI or other public grant funding has been used. This level of investment demonstrates the company’s sustainability, growth and commitment to Berkshire communities.

Authorized Respondent:

Adam Chait  
CEO / Managing Partner  
PO Box 784  
Monterey, MA 01245  
413.854.2109  
adam@bfcm.com
SECTION 1:

COMPANY OVERVIEW
Fiber Connect, LLC. – Company Overview

Fiber Connect LLC (FC), bfcma.com; 445b Main Road, Monterey MA 01245; 413.429.4109

FC founded in 2014; no former names.

No parent company.

FC was founded with the intention to design, build, own, operate, manage and maintain Last Mile infrastructure for Berkshire County, Massachusetts through the utilization of private equity investments.

Headquartered in Monterey, FC is committed to providing fiber optic internet services to small, rural populations (specifically Berkshire County), breaking the pattern of large corporate providers. FC aims to serve as the example of what Last Mile innovation should look like. In 2016, FC ushered in two-phase build outs in Monterey and Egremont. FC recently installed their head end to serve Great Barrington's business district and holds pole applications for sections of New Marlborough. With its locally-focused approach, FC is committed to the communities which it serves and expects to serve.

Within Berkshire County, FC has built lateral networks throughout several areas in the MBI123 footprint including Southfield, Great Barrington, New Marlborough, Alford, Washington, Becket, Haydenville and others. FC has also built over 30,000 feet of private conduit paths and fiber placements within those conduits for private property facilitation. Within 2018, FC completed over 75 route miles of distribution fiber and is committed to at least another 35 route miles in the first months of 2019. The FC footprint is growing at a steady and planned pace. With its current multi-phase builds, FC will pass more than 2,000 premises in 2019. This level of investment demonstrates the company's sustainability, growth, and willingness to partner to bring Egremont its own fiber optic internet.

All of FC's initial fiber builds are expected to rapidly expand in the coming months as well as launch additional ones throughout Berkshire County. All FC deployment activity to date has been undertaken and completed through self-funding. No Massachusetts Broadband Institute (MBI) or other public grant funding has been used.

FC uses a team approach for its organizational structure, hiring personnel with multiple, cross-over skills so no one team member is indispensable.

Company Owners:

- Adam Chait, Monterey MA (CEO / Managing Partner)
- Felda Hardymon, Egremont MA (Investor / Chairman of the Board)

Fiber Connect is a Massachusetts Limited Liability Company formed in January 2014.

EIN #46-4293619
SECTION 2:

FINANCIAL STABILITY
2. Financial Stability

Fiber Connect LLC (FC) is actively competing with various other vendors in markets outside of Egremont, MA. As a result, FC is sensitive to the possibility of our financial details being at risk of being made public. FC very much understands the desire for the Town to have a financial comfort with FC and would like to discuss a number of possible options to satisfy that desire.

In Monterey an independent third-party accounting firm has looked through our books and asked substantive questions of us so as to formulate a report that can be released for public consumption.

FC is also willing to sit down with a Town representative to look at our financial statements so an opinion relevant to FC’s financial stability can be formulated.
SECTION 3:

WORKFORCE
Adam Chait – Founder, Managing Partner & CEO

Responsibilities:

Overall responsibility & accountability for execution of all aspects of the Agreement
Fiscal Oversight
Engineering Design/Implementation
Liaison with Utilities/Town

Experience: Adam Chait is Fiber Connect's founder, managing partner and CEO. Under his leadership, FC was the first to expand the physical fiber plant outside of the Massachusetts Broadband Institute (MBI) by connecting several Berkshire business and residential properties to the Middle Mile. FC was also the first private company to move forward in the rural markets of Western Massachusetts independent of federal, state or municipal subsidies. Chait spent three (3) years in security technologies growing Berkshire-based A1-Security. During his six (6) years at Entertainment Design Workshop, Chait was Chief Technology Officer (CTO) and responsible for the successful design and implementation of bleeding-edge network and computer systems utilized on many Hollywood film and video productions. Working for Connecticut Computer Services (CCS), Chait and the CCS team designed and serviced enterprise networks for CCS clients such as James River Corp., Loctite, State of Connecticut nursing facilities, private banking institutions and over 500 other businesses throughout Connecticut.

Felda Hardymon, Financial Investor & Partner

Responsibilities:

Fiscal & Operations Advisor
Chairman of the Board

Experience: Felda Hardymon with more than thirty (30) years in venture capital, is FC's primary financial investor/partner. Hardymon has worked with leading telecommunications firms to secure their place in the industry by providing underlying financial support to companies such as American Superconductor, Cascade Communications, Sirocco, and African telecommunications provider Celtel (acquired by MTC, now called Zain).
**Additional Workforce Members**

FC employs an experienced, knowledgeable compliment of locally hired technical support, lineman, ground crew, and office staff to promptly, efficiently, and professionally address all aspects of FC’s business. FC prioritizes hiring from within Berkshire County.

FC has, on occasion, subcontracted aspects of its infrastructure construction; however, FC is not exercising any outside construction contracts at this time.

FC contracts outside services for marketing and advertising, accounting, payroll, bookkeeping, etc.

Though FC utilizes subcontracted services for cost efficiencies, FC maintains direct control over FC’s operations and data systems and the entire customer experience path.
Fiber Connect LLC Response – Project / Client Experience

Fiber Connect LLC (FC) and its Founder/CEO Adam Chait believe the ideal Internet Service Provider (ISP) should be a locally based company. Since its founding in 2014, FC has taken the lead in providing Fiber to the Premise (FTTP) services to Berkshire County residents, businesses and municipalities. Headquartered in Monterey, MA, FC is committed to providing internet services to small, rural populations. FC aims to serve as the example of what Last Mile innovation should look like.

In 2016, FC ushered in privately financed two-phase build outs in Monterey and Egremont. Of those buildouts, FC has completed, on schedule and within budget, Phases 1 (2017) and 2 (2018) in Egremont and Phase 1 (2017), on schedule and within budget, in Monterey. FC has commenced Make Ready for Monterey’s Phase 2; this phase is on schedule to complete in 2019. For Phase 2 to be within budget depends on the outcome of current negotiations for Make Ready. At the request of Great Barrington’s Board of Selectmen, FC recently installed their head end behind the Mahaiwe Performing Arts Center to serve Great Barrington’s business district; downtown service will be available in 2019. FC acquired pole applications in 2018 for sections of New Marlborough for private facilitation; FC expects to provide service to these areas in 2019. FC expects to pass more than 2,000 premises in 2019. In route miles, FC completed over 75 route miles of distribution fiber in 2018 and is committed to at least another 35 route miles in the first months of 2019. FC currently provides 1Gbps fiber optic internet to more than 470 premises.

FC’s goal is to pass 100% of Egremont and Monterey premises, including vacant buildable land parcels, or come as close as financially sustainable to 100%. At a minimum, FC will pass 96% of premises in both towns within 18 to 24 months of contract commencement. To achieve this goal in both towns will require subsidized funding. In Monterey, FC responded to the Town’s RFP for Broadband Service; FC is in negotiations with Monterey over a final contract and schedule.

All FC fiber deployment to date has been undertaken and completed through private equity. No MBI or other public grant funding has been used. This level of investment demonstrates the company’s sustainability, steady growth and capability to partner to bring Egremont its fiber optic network.

FC has no similar municipal contracts in place. As stated above, we are working toward a contract with the Town of Monterey. FC has been approached by other local communities to discuss and provide fiber services, however no contracts are in place at this time.
SECTION 5:

DESCRIPTION OF PROPOSED WORK, PLANS, SCHEDULE, AND OTHER INFORMATION
5.1.2.a Standards and Compliance.

**FIBER CONNECT, LLC RESPONSE:**
Fiber Connect meets or exceeds all current and next generation GPON construction standards as further explained in section 5.1.2.b.

5.1.2.b Network Architecture / Topology / Technology

**FIBER CONNECT, LLC RESPONSE:**
In Egremont, Fiber Connect continues to build a 100% Fiber to the Premise (FTTP) network based on industry standard Gigabit Passive Optical Network (GPON and NG2PON / XPON) technologies delivered directly to the subscriber. All fiber deployment is "fiber rich" for future growth and needs. FC will plan for future growth by adding fiber slack coils strategically throughout the network. Fiber capacity is designed to accommodate Active Ethernet for those subscribers who demand a dedicated network pathway. Based on a GPON design, the core fiber distribution infrastructure will have approximately 87% over capacity for special needs and growth. Adequate fiber strands are also designed in for alternative uses such as dark fiber leases, dark services such as direct Point-To-Point demands, i.e. interconnection of municipal buildings.

With the currently available industry standard technologies, FC's infrastructure will support GPON at 2.5g down and 1g up per Optical Line Terminal (OLT) port. The system is designed with connectorization and splicing to accommodate XPON technologies currently at 10g down and 10g up. The technologies can co-exist on the same physical fibers and XPON can be deployed at any time as needs arise. In an Active Ethernet configuration, the current technologies will allow for up to 10g symmetrical service capacity per fiber strand. Fiber splices and connectorization will be specified to accommodate up to, but not limited to, 1625nm. All connectorization will be SC/APC or LC/APC.

All equipment configurations are maintained current and rapidly transferable via central configuration management to any piece of replacement hardware to accommodate as minimal down time as possible.

Physical infrastructure damage will be automatically routed around whenever possible. Work-around and permanent repair of damage will be addressed with extreme expediency.

FC has the ability to incrementally upgrade the electronics to 10gPON and beyond as subscriber demands exceed GPON standards and will be able to do so in tandem with existing GPON systems. With the 87% available fiber capacity, FC has the capabilities to bring a 10gPON online in parallel. Based on current next generation and speculated next generation technologies, the network designs can accommodate those needs.
All OLT equipment is currently capable of up to 80g uplink (2 40g SFP+ ports with LAG capability for failover redundancy) per 16 GPON ports. This available capacity is more than capable of supporting the 1,000-premise average typical of most Berkshire towns.

FC is in partnership with Holyoke Gas and Electric (HGE) for Network Operation Center monitoring, maintenance, and back haul. FC utilizes the MBI123 fiber optic transport network to pass network traffic between FC and HGE. FC and HGE will work together to offer a subscriber-service-focused approach to issue resolution and proactive stability of the network. Both FC and HGE will provide constant monitoring of the network’s capacity ceiling. The network will be built to push the capacity ceiling affording burstable backhaul to accommodate the occasion of high usage.

5.1.2.c Network Construction

**FIBER CONNECT, LLC RESPONSE:**

Fiber Connect is a vertically integrated Internet Service Provider (ISP) able and responsible for all aspects of its fiber build out – planning, design, engineering, utility pole licensing, make-ready assessment and permitting, construction, equipment installation and network implementation. FC has no current construction subcontracts, but reserves the right to consider should there be a business case.

FC owns its current networks and will own the network built resulting from this RFP.

5.1.2.d Quality and Workmanship

**FIBER CONNECT, LLC RESPONSE:**

Since Fiber Connect builds, owns, and operates its own network infrastructure we test when a problem arises. When a subscriber is "lit" we get decibel level and light quality readings from the customer premise equipment. If those readings do not meet expectations, we then test, isolate, and repair the issue. This is a rare occurrence.

5.1.2.e Network Operation

**FIBER CONNECT, LLC RESPONSE:**

Fiber Connect believes it can best respond to this section of the RFP in the course of any interviews and any subsequent negotiations. FC further believes that they and the Town will find a mutually satisfactory agreement over the long-term operational status of the network.

FC fully intends that on completion of the network it will be self-sustaining with no ongoing financial commitment from the Town beyond what is agreed to in the Contract.
5.1.2.f Vendor Service Offerings

**FIBER CONNECT, LLC RESPONSE:**

Fiber Connect provides unlimited (no data caps) high-speed, fiber-to-the-premise broadband. FC provides the following in service:

- 1Gbps best use download / 250+Mbps best use upload for residential;
- 1Gbps best use download / 500+Mbps best use upload for business.

FC provides subscribers the option for VoIP (Voice Over Internet Protocol) based POTS (plain old telephone service) replacement. This service includes but is not limited to features such as voicemail, caller ID, three way calling, call forwarding, call blocking, voicemail to email and follow-me ring.

5.1.2.g Reliability and Availability, Response Times

**FIBER CONNECT, LLC RESPONSE:**

Fiber Connect partners with Holyoke Gas and Electric (HGE) for Network Operation Center monitoring and maintenance. FC and HGE work together to offer a 24x7x365 subscriber-service-focused approach to resolve network issues and to take proactive steps for network stability. This partnership looks to assure network availability at a monthly average of 99.9% or better over the course of an average month with exceptions for incidences beyond their control, i.e. weather-related damage to fiber optic infrastructure, backhaul network outages and / or other.

FC and HGE will provide constant monitoring of the network's capacity ceiling. The network will be built to push the capacity ceiling affording burstable backhaul to accommodate the occasion of high usage.

FC wishes to point out that the company can only manage and control network traffic within the boundaries of its network. Once traffic transits the FC network, the path the data follows is independent of FC and should not be factored into measurement or opinion as to the performance within FC's footprint. Additionally, network performance within FC's network is also dependent on the performance of the subscribers' equipment. For example, many subscriber-owned computing and network devices are not capable of supporting gigabit speeds which would negatively impact performance results.

It is in FC's best interest to build a network which is of the highest quality, lowest maintenance, reliable, stable, and as redundant as possible. By the nature of Last Mile and the geographic makeup of many towns in the Berkshires, there is a limit as to the redundant paths that can be built into the physical network topology. It is the role of FC to recognize that limitation and find resilient solutions in building innovative, redundant loops and circuits and allow for stock of a backup unit for all components on the infrastructure such as OLT, ONT, splice enclosures and splitters. In the event of failure or damage, FC will typically and quickly replace the troubled equipment and assess the fault on the bench offline to minimize down time. All equipment configurations are maintained current and rapidly transferable via central configuration management to any piece of replacement hardware to accommodate as minimal down time as possible. Physical infrastructure damage will be automatically routed around whenever possible. Work-around and permanent repair of damage will be addressed with extreme expediency.
In the case of outages where downed power lines are part of the incident and for safety reasons, FC must wait until electrical services are secured and repairs completed prior to addressing network repairs.

5.1.2.h Customer Premise Installation / Hookup / Activation

FIBER CONNECT, LLC RESPONSE:

Standard installation cost for services will be $999 for residential and business subscribers. Standard installation to the premise’s Optical Network Terminal (ONT) covers aerial utilizing utility poles without obstructions such as trees and foliage and poles that meet NESC codes and conduit where the conduit provides a useable pathway meaning it is clear of obstructions such as ice, mud or other.

In aerial installs, it is the responsibility of the property owner to clear or hire someone to clear the pathway within the property’s boundaries. In underground install where conduit needs to be replaced or newly installed, FC will furnish a quote to the property owner based on new continuous ¾ inch conduit at $7/foot\(^1\). (See Service Installation Policy)

FC’s standard install includes:

- Fiber cable from the nearest point of interconnection to the premise demarcation point not to exceed 1,000 feet.
- Demarcation hardware to transition from outdoor to indoor fiber cabling.
- Indoor fiber cable from demarcation location to an optical network terminal (ONT) location routed via unfinished space or accessible interior chase way or conduit not to exceed 100 feet.
- One ONT.
- All labor to install to and including the ONT.
- Connection at the interconnect points.

Additional installation costs may occur as follows:

- Aforementioned placement of new ¾ inch continuous conduit at $7/foot\(^1\).
- Fiber cable beyond the included 1,000 feet and measure by cable sheathing markings at $1/foot\(^1\).
- Conduit repair at $100/hour\(^1\) per 2-man crew.

FC meets ONT requirements. The subscriber premise equipment is a Zhone ONT. This commonly used ONT has 4 gig E (gigabit Ethernet) ports, 2 POTS (Plain Old Telephone Service) and optional 802.11b/g/n/ac wireless standards support. For WiFi on premise, this ONT supports a maximum of 3 SSID in the 5Ghz band and a maximum of 3 SSID in the 2.4Ghz band.

In the pre-construction phase, new subscribers will have the option to take advantage of promotions/rebates which may lower the installation charge to as low as $499.

FC cannot commit to terms, costs and responsibilities for adding broadband services post network construction and build out. There are a number of variables that include timing, property location and property accessibility that impact service installation at a later date. FC is willing to work with the Town

\(^1\) Prices subject to change based on current market rates
as part of the contract process to address the costs and requirements of new service provision following initial network deployment.

FC agrees to be responsible for obtaining consent from premise owners to make connections. A Property Access License is included in our Subscriber Service Agreement. (See Attached Subscriber Service Agreement)

5.1.2.i Subscriber Pricing and Subscriber Contract Terms

**FIBER CONNECT, LLC RESPONSE:**

Fiber Connect offers the same full service to all subscribers. FC believes in treating all subscribers equally. Subscribers do not have to concern themselves with limitations on bandwidth.

**Residential service either:**
- $999 installation, $99/month, 3-year service agreement (50% off during preconstruction periods, finance options available for installation)
- $699 installation, $99 /month, 5-year service agreement
- $199 installation, $125/month, 3-year service agreement

**Business service:**
- $999 installation, $149/month, 3-year service agreement (50% off during preconstruction periods, finance options available for installation)

**Optional services include:**
- Digital Phone Service at $19/month + applicable taxes
- Uninterruptible Power Supply at $9/month with option to add up to 2 extra batteries for an additional $3/month for each
- Remotii Monitoring & Control of Premise Systems at $9/month plus hardware installation

FC's subscriber service approach focuses on quick response and resolution. Subscribers can expect to have their inquiries or issues dealt with in an efficient, courteous and attentive manner. The many public, unsolicited testimonials from current subscribers bear witness to FC's ongoing success to deliver exemplary subscriber service. (See Attached Subscriber Testimonials)

Price increase at the termination of contract agreements, will be the then published rate. Cost of goods and services are not specific to Egremont and will follow company standards.

FC will discuss and negotiate low and fixed income options for those qualifying subscribers.

FC does reserve the right to adjust prices as necessary.

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2 Every Installation is different based on hardware needs to meet a particular need.
5.1.2.j Subscriber Privacy and Data Security

FIBER CONNECT, LLC RESPONSE:
Fiber Connect does not sell subscribers' personal information nor does FC monitor data traversing its network nor monitor locations/web sites accessed. FC monitors overall bandwidth utilization on a 3-minute monitoring cycle with alarm thresholds at 30%, 60% and 80% utilization.

FC may use subscriber personal information to create and maintain the subscriber's account, to personalize the subscriber's experience and to send periodic email communications relating to service such as receipts, account confirmations and customer service correspondence. (See Attached Privacy Policy).

5.1.2.k Town Protections

FIBER CONNECT, LLC RESPONSE:
Fiber Connect believes it can best respond to this section of the RFP in the course of any interviews and any subsequent negotiations.

FC agrees to indemnify the Town against any and all risk, liability in connection to the construction and operation of the network.
SECTION 6:

PRICE PROPOSAL

This Section is Packaged Separately in A Sealed Envelope.
SECTION 7:

COMPLETED SIGNATURE FORM
Appendix C
Certification and Signature Page
Must be completed and submitted with proposal.

The Undersigned Vendor proposes to furnish all labor and materials, and to deliver all services, work products, and documents identified in the attached Egremont Internet Service Proposal in accordance with the requirements laid out in the Town's Request for Proposals, subject to specific exceptions clearly described in our proposal, if any. The Undersigned agrees that Vendor is ready, willing, and able to furnish the staffing resources described in our proposal, and agrees that if selected as Vendor, the company will within thirty days after presentation thereof by the awarding authority, execute an Agreement in accordance with the terms of this proposal. The Undersigned certifies that Vendor is in good standing and meets all requirements to do business in the Commonwealth of Massachusetts.

Signature of authorized individual submitting proposal 1/31/19
Name of business
Fiber Connect LLC

Certificate of Non-Collision

The undersigned certifies under penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of authorized individual submitting proposal 1/31/19
Name of business
Fiber Connect LLC

Tax Compliance Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of authorized individual submitting proposal 1/31/19
Name of Business
Fiber Connect LLC
SECTION:

REQUESTED ADDITIONAL DOCUMENTATION AND ATTACHEMENTS

- Subscriber Testimonials
- Service Installation Policy
- Subscriber Service Agreement
- Privacy Policy
- Acceptable Use Policy
- Insurance Certificates
"A big thank you to Fiber Connect! My house was fired up, and I finally feel like I’m in the 21st century."
- Sharon, Egremont

"We just had Fiber Connect turned on today. If you want fast internet now, it is worth it!"
-Doug, Monterey

"Just got lit today – works like a charm! Downloading OS Upgrades! Thanks, folks!"
- John, Egremont

"Thank you for the countless hours you have spent these last months. I’ve passed your crews at all hours of the day in all sorts of weather and even on Sundays! Your commitment to the project and your customer service is crystal clear!"
- Sarah, Egremont

"I want you all to know how pleased I am with my new fiber optic internet service. I had 10 people at our homestead over the past weekend and all of them were ecstatic about how well the service worked...we get connectivity throughout the whole property."
- Richard, Monterey

"We are lit! Thank you, Fiber Connect! You really did it! I’m very thankful for this."
- Jake, Egremont

"I am getting awesome bandwidth! 25 Times faster download speed than Verizon DSL! 400 times faster upload speed!"
- Mickey, Monterey
"We’re on 2G and we’ve already noticed how much faster it is. All 4 of us can be online at once with no slowdowns. And we watched Hulu last night with no glitches. So far very satisfied!"
   -Jeff, Monterey

"There has been much written about FiberConnect(FC) and I thought as a user, I would add my own experience.

1. Service and follow up-I am not sure how to put a price on this but I want you all to know that the quality of service and follow up is amazing. Further, Adam Chait of FC is just a true professional. I was recently out of the country and noticed that my internet connection was down for about a week-(I use Google wifi which allows me to check on performance via the net). I called Adam relatively late, (I probably should have waited to the morning), but nonetheless, we spoke via text, he ran several diagnostic tests and then went to my home (I was still away) to be sure the connection was working; could you imagine Charter or some other large company doing this? Advantage, FC

2. Quality-the signal quality is phenomenal. I have experienced Fios, Charter/TWC, Optimum…I currently use Optimum in NY and FC is actually more then 10X+ faster then my NY provider. Advantage, FC.

3. Cost-FC is less for more speed then any of the major providers. They all sound cheap in the beginning but very quickly the price jumps. Again, advantage FC

4. Location-its local. I believe in supporting our local businesses. To the majors, we mean nothing in Egremont, to FC, we are the most important! They are our neighbors, we see them in town, etc. To me, they believe their mission is to deliver the product they promise to their customers/neighbors. Advantage, FC

Thank you Fiber Connect and I hope you become an even larger part of our community!"
   -Seth, Egremont

"Sign up! No more buffering, downloading is quick, everything they promised."
   -Egremont Customer

"We are absolutely thrilled with Fiber Connect!! Amazing speeds!"
   -Egremont Customer

"We got hooked up last week with FiberConnect and are absolutely thrilled! We are even now the proud owners of a Fire Stick and could watch tv and stream stuff until we are silly. I can FaceTime with my friends and family without problems (unless at their end) and if someone sends a video I can watch it right away. Welcome to the 21st Century!"
   -Egremont Customer
Dear Adam and Annabel,

I was so grateful for your prompt and personal assistance last night Adam.

As it turned out, Verizon/Asurion said they could not help as their insurance didn’t cover iPhone malfunction...!! So I cancelled their $13 a month direct debit this morning. And miraculously, my Verizon cell phone service suddenly resumed this morning as if nothing had happened.

The difference between Fiber Connect and the crooks at Hughesnet is remarkable. I’m so happy to be your customer with the sort of personal attention and care you provide. My best wishes for a great success with your company Adam.

If there is anything I can do to spread the good word...just let me know:

Thank you again...
   -James, Egremont

Dear Sirs,

I have been in dispute with Hughesnet ever since I bought my new home at 37 Main St. on Dec 6th 2017

They sold me an internet service that has never worked consistently and cost me hundreds of dollars in booster equipment to try to get their equipment to function. I hired an outside IT technician to try to solve the problems that Hughesnet seemed unable or unwilling to solve.

After literally a dozen phone calls...often waiting an hour to speak to someone in customer service....and several ‘live chats’...on an internet signal that often was lost half way through the conversation...I decided to cancel the Hughesnet service after nearly four months of frustration and sometimes...almost despair.

Early in March 2018, I was advised to talk to Adam Chait by my neighbor, Lucinda Vermuelen of Kenver Ltd.

Adam’s company... Fiber Connect...had me connected to their hi speed cable network in just a few days. The signal is consistently strong, fast and consistent. I feel at last I’m working with a company that really cares about service, quality and their customers.

I have never met Mr Adam Chait personally but his administrative and tech team are courteous, efficient and a pleasure to deal with. I would appreciate these emails being read at your next town meeting. I believe that Fiber Connect is a major asset to our whole Berkshire community.

Thank you...sincerely,
Lakeside is not only LIT, but thanks to Adam's generosity in the use of his time, we are also all connected - laptops, tablets, phones, and printer! Truly special service in this day and age. Thanks very much.

-Chet, Egremont

THANK YOU!!!!!!!!

-Jeff, Egremont

Thanks so much for the great customer service today. We were able to watch the World Cup finals without the freezing and delays we got with our Verizon Mifi!

-Katherine, Egremont

Happy holidays to you as well! Thanks for all you have done for us in Egremont.

-Joseph, Egremont

Thank you for the informational videos from both an instructional & personal point of view. The fact that you are a local company and see the importance of sharing with your subscribers past & future shows good insight into customer/community relations. On the other hand, as a new LIT customer I want to tell you that the process was easy and clear and the installation crew was wonderful. Keep the light flowing!

-Richard, Egremont
Fiber Connect New Service Installation Policy

Fiber Connect's goal is to do everything in its power to get you, the customer, connected to our services in the quickest and most economical manner possible. With that said, it is important that you understand how we define our standard installation and what it entails financially for you.

Fiber Connect defines their standard installation as a service drop to the premise from a point of interconnection to the demarcation point located in or outside your premise via a usable pathway. A usable pathway is defined as 1) an aerial route utilizing utility poles without obstructions such as trees or foliage and poles that meet NESC codes 2) an underground path utilizing undamaged conduit(s) clear of obstructions such as ice, mud or other.

If an installation attempt is made and fails due to one of the above described conditions with the property boundaries of the premise, a failed attempt fee of $250 may be assessed. In the event of a failed attempt, Fiber Connect will consult with the property owner on a cost-estimate before proceeding with another attempt.

In aerial installs, it is the responsibility of the property owner to clear or hire someone to clear the pathway within the property's boundaries.

In underground installs where conduit(s) need to be replaced or new conduits placed, Fiber Connect will furnish a quote to the property owner. The property owner is welcome to get additional quotes from other contractors.

A standard installation includes:

- a fiber cable from the nearest point of interconnection to the premise demarcation point not to exceed 1,000 feet
- demarcation hardware to transition from outdoor to indoor cabling
- indoor fiber cable from demarcation location to an ONT (optical network terminal) location routed via unfinished space or accessible interior chase way or conduit not to exceed 100 feet
- ONT, sometimes referred to as a fiber modem
- labor to install
- connection at the interconnect points

Please note that costs due to anything that falls outside the standard installation will be estimated and payable by the subscriber.

Instances of additional costs may be defined as:

- placement of new 3/4" continuous conduit at $7 per foot
- fiber cable beyond the included 1,000 feet and measured by cable sheathing markings as $1 per foot
- conduit repair at $100 per hour per two-man crew

Please note that other additional costs may exist that are not defined above and prices are subject to change.
CUSTOMER AGREEMENT

This Customer Agreement ("Agreement") is entered into this ____ day of ____________, ______, by and between the parties described below.

PARTIES TO THIS AGREEMENT:

Network: Fiber Connect, LLC ("Network")

Customer: ________________________________

("Customer")

Customer Information:

Property Address: ________________________________

Billing Information (if different):

Billing Name: ________________________________

Billing Address: ________________________________

Billing Telephone: ________________________________

Billing E-mail Address: ________________________________

Telephone: ________________________________

Secondary Telephone: ________________________________

E-mail Address: ________________________________

AGREEMENT

The parties, intending to be legally bound, hereby agree as follows:

☐ I ("Customer") understand that this Agreement allows the Network's infrastructure to be installed on my property, and is also an Agreement for telecommunications and/or other services.

Customer Initials: ________________________________

SERVICE OFFERINGS

☐ By signing this Agreement, when Network and its service offerings are available at my property, I agree to purchase the Service Package initialed by me below.

<table>
<thead>
<tr>
<th>SERVICE DESCRIPTION</th>
<th>QTY</th>
<th>NRC</th>
<th>MRC</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Internet Service up to 1000x250 mbps</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Business Internet Service up to 1000x400 mbps</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Digital Telephone Service (Plain Old Telephone Service)</td>
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<tr>
<td>Managed WiFi Service 802.11 b/g/n/ac with monitoring</td>
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<tr>
<td>Uninterruptable Power Supply Service with monitoring and replacement</td>
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<tr>
<td>Sign up and Installation</td>
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<tr>
<td>Promotional Discount</td>
<td></td>
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</tr>
</tbody>
</table>

Setup Paid Upfront

Setup Financed

One Time Cost at Signing

Monthly Cost

In the event the Network, for whatever reason, never reaches my property within 12 months of signing date, then I shall have no further liability at any time to Fiber Connect, and I shall hold Fiber Connect harmless from any representations that have been made to me regarding the availability of the Network. Setup Fee(s) paid will be refunded in full.

Customer Initials: ________________________________

PAYMENT OPTIONS

☐ I understand this is a contract with Fiber Connect, and by signing this, I agree to pay Fiber Connect, or its lawful designee, a Connection Fee ("Connection Fee") in one payment of _____ at time of signing agreement and payments of _____ per month over _____ years (____ months) ("Term"). This represents an annual interest rate of ___% for setup fee financing. The outstanding principal of which can be paid off at anytime without any pre-payment penalties.

Customer Initials: ________________________________
Preferred method of payment. I understand that the Network’s preferred method of payment is by e-pay. I agree to utilize e-pay to make my payments under this agreement. I further understand and agree that if I fail to use e-pay, and use some other method of payment, I will receive a surcharge of $5.

Early termination. I understand and agree that the Network will be installing a significant quantity of infrastructure materials in order for me to have the services hereunder. In the event I terminate early for any reason with the exception of moving outside of Fiber Connects service area, I agree to an early termination penalty equal to 90% of the remaining service agreement term, which I must pay as a material condition of being relieved of my contractual obligation hereunder.

I understand and agree that my use of the Network’s services will be fully in compliance with the Network’s Privacy, Acceptable Use, and other policies which the Network may adopt from time to time. Such policies may be found at www.bfcma.com/legal. In the event the Network does not reach my property, then I shall have no further liability to Fiber Connect and Fiber Connect shall have no liability to me whatsoever.

In order for me to facilitate the provision of services to my property, I will, simultaneous to the signing of this Agreement, enter into a Property Access License with the Network substantially in the form attached hereto as Appendix A.

MISCELLANEOUS

This Agreement (and the documents to be executed pursuant to this Agreement) constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. If any term or provision of this Agreement shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Agreement. This Agreement shall be governed by the laws of the State of Massachusetts without regard to choice of law principles. For all litigation which may arise with respect to this Agreement, the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of forum nonconveniens) of the United States Federal District Court for the District of Massachusetts if in federal court or Massachusetts if in state court. For judgment collection purposes only, the parties further consent to the jurisdiction of any state court located within a district which encompasses assets of a party against which a judgment has been rendered for the enforcement of such judgment or award against the assets of such party.

IN WITNESS WHEREOF, the parties have executed this Contracted Utility Enhancement Agreement as of the date first written above.

CUSTOMER:

[Signature] [Printed name]

[Signature] [Printed name]

NETWORK: [Signature] Adam Chait (CEO) [Printed name]

Sign and Return with Setup Payment To:

FIBER CONNECT, L.L.C.
PO BOX 764
MONTEREY, MA 01245

OR EMAIL WITH SCANNED CHECK (BOTH SIDES): SALES@BFCMA.COM

4828-8770-3099
Property Access License

1. **Grant of License.** Subscriber understands and agrees that delivery of services under that certain Customer Agreement between Subscriber and Fiber Connect, LLC (the "Network") requires the Network to connect its infrastructure to the premises. Subscriber grants the Network a non-exclusive license to access the premises to install and maintain fiber optic cable(s), electronic access portal(s), and any other equipment, to the premises, including rights of ingress and egress for maintenance purposes ("License"). This License shall be irrevocable with respect to the outdoor premises and shall extend throughout the term of this Agreement or until the date the Network's equipment is removed, whichever is later, with respect to the indoor premises. This License shall run with the land and, at the Network's sole discretion may be recorded with the county recorder. Unless otherwise provided by law, the fiber optic cable(s), electronic access portal(s), and any other equipment shall remain the Network's property, as applicable. If Subscriber is not the owner of the premises, Subscriber represents and warrants that the owner has granted Subscriber authority to grant this License.

2. **Damage Covenant.** Neither the owner(s), nor Subscriber or premises occupants shall damage the Network's infrastructure, including, but not limited to, fiber optic cable(s), electronic access portal(s), and any other equipment. Subscriber shall be jointly and severally liable to the Network directly, and the Network may obtain reimbursement directly from Subscriber, for such damages, including enforcement and court costs, and attorney fees. This provision shall survive the termination of any such agreement.

3. **Temporary Drops.** If, for any reason, a permanent connection to the premises cannot be made, a temporary drop may be used to install the Network's infrastructure to the premises. Subscriber and owner(s) shall hold the Network harmless from any and all claims arising from or related to injuries or damages, of whatever kind or nature, caused by such temporary drops.

4. **LIMITATION OF LIABILITY.** The Network's liability to Subscriber, owner(s) and/or users of the Network's infrastructure at the premises ("Network Users") on account of any act or omission related to such use of the Network shall be limited to actual damage to real or tangible personal property, or bodily injury or death proximately caused by the Network's intentional misconduct or gross negligence. Except for such damages, Network's users will not be entitled to any other damages from Network, including indirect, special, consequential, reliance or punitive damages or other economic losses, regardless of the form of action. The network and each of its employees, officers, agents and contractors will have no liability whatsoever for any damages or modifications to, or loss or destruction of, network users' electronic hardware or software, including, without limitation, loss of data. Subscriber assumes full responsibility for educating network users regarding viruses, trojan horses, hacker attacks, etc., and agrees to hold the network harmless therefrom.

This License is specific and proprietary to Fiber Connect. It is not to be modified without prior written consent of Fiber Connect. For any legal questions please contact Fiber Connect at 413.429.4109

SIGNED THIS ____ day of ______________________, 20__. 

Property Owner

______________________________
Fiber Connect, LLC
FIBER CONNECT
PRIVACY POLICY

Effective: December 1, 2016

1. **Legal Agreement.** Please read this Privacy Policy ("Privacy Policy") carefully. Your registration at and use of www.bfcmca.com ("Website") for services and information (the "Services") offered by Fiber Connect, LLC ("Fiber Connect") on the Website, and/or your use of any other Services provided by Fiber Connect, create a binding, legal agreement between Fiber Connect and you ("you" or "your"). This Privacy Policy is a material component of the Agreement and governs Fiber Connect’s collection, use and/or sharing of any information you provide to Fiber Connect in or about your use of the Website and/or the Services. This Privacy Policy further governs Fiber Connect’s collection, use and/or sharing of information you provide Fiber Connect in creating an account on the Website, which may include, without limitation, information such as your name, e-mail address, physical address, phone number, cell phone number ("Personal Information"), credit card information ("Credit Card Information"), social security number, business financial information of any kind or nature, description of business plan or opportunity of any kind or nature, and any other personally identifying information related to you and/or your business ("Sensitive Information"). If you choose to accept this Privacy Policy, you must do so as written, without modification. If you do not accept this Privacy Policy you will not be allowed to receive the Services. By using the Website, you openly and affirmatively acknowledge and agree you have read and you accept this Privacy Policy. **IF YOU DO NOT AGREE TO THIS PRIVACY POLICY DO NOT USE THE WEBSITE.**

2. **Information Collected by Fiber Connect.** Fiber Connect, from time to time, may engage trusted, industry-standard third party providers to provide financial account aggregation services. Your Personal Information may be transmitted to such third party providers and securely stored on their servers. Fiber Connect is not responsible for any third party provider’s actions or inactions. You authorize Fiber Connect to provide such third party providers with your Personal Information.

You may use the Website without creating an account. Even without an account, Fiber Connect may collect Personal Information about your use of the Website. This may include information about any Internet protocol address you use to access the Website and/or your activity or patterns of activity using the Website. You authorize Fiber Connect to use cookies, or other small text files stored on your computer, to store data about your visits and you authorize Fiber Connect to access such data.

3. **Removal of Your Personal Information.** If you provide Fiber Connect written notice of your request to remove your Personal Information, we will endeavor to remove it as quickly as possible. You understand that any such removal is only intended to result in the removal of your Personal Information from Fiber Connect’s own records, but will not result in, nor will your request create an expectation of, any removal of any information about you from the Available Information.
4. **Other Information.** Fiber Connect may store, and you authorize Fiber Connect to store, your Credit Card and/or Sensitive Information solely for its purposes. Fiber Connect will not share your Credit Card and/or Sensitive Information for any purposes, unless Fiber Connect first obtains your prior written consent to do so.

5. **Aggregate Information.** Notwithstanding anything in this Privacy Policy to the contrary, Fiber Connect may use any information you provide, when aggregated with others’ information, to provide trend analysis of market segments, business growth patterns, or any other trending information. In such event, Fiber Connect will not use any personally-identifying information you have provided in any manner which will divulge you or your business in such trending analysis. Further, Fiber Connect may use your information to provide case studies, provided you cannot and will not be able to be identified in such event.

6. **Use and Sharing of Your Personal Information.**

a) Fiber Connect may use your Personal Information to create and maintain your account, to personalize your experience, and to send periodic e-mail communications relating to the Service, such as purchase receipts, account confirmations, and customer service correspondence. Fiber Connect may provide your e-mail address to a third party service solely for the purpose of marketing third party services to you, delivering e-mail communications and preventing fraudulent transactions, however, Fiber Connect will first endeavor to obtain your authorizing signature to do so before transmitting your information.

b) You understand and agree Fiber Connect may monitor usage on the Website and the Services and may share your use of the Website and Services with law enforcement agencies and officials in response to inquiries or if Fiber Connect has reason to believe your use of the Website and Services is for an unlawful purpose. Fiber Connect may share your use of the Website and/or Services as required by law, a court order, a subpoena or other court proceedings, or as Fiber Connect determines is necessary or advisable to protect its interests.

c) Fiber Connect may use your Personal Information to improve the Website and the Services. Fiber Connect may share Internet protocol addresses used to access the Website with designated third parties to prevent and prevent and detect fraud. Fiber Connect may use services and technologies provided by other companies to assist Fiber Connect in understanding your use of the Website. Your Personal Information may be available to such third parties to the extent that their technology collects such information for Fiber Connect’s use. Fiber Connect reserves the right to transfer your Personal Information to any successor in interest to all or some portion of the Fiber Connect business.

7. **Children’s Privacy.**

a) The Website and the Services are directed to people who are at least 18 years old. Fiber Connect does not knowingly collect Personal Information from anyone under the age of 18. If you are aware that Fiber Connect has collected Personal Information from someone under the age of 18, please alert Fiber Connect at www.bfcma.com/legal_under18.php and the information will be removed from our system as soon as reasonably possible.
b) Fiber Connect does not knowingly aggregate or provide information about people under the age of 18. You are only authorized to use the Website and the Service, or to provide Fiber Connect your information if you are at least 18 years old.

8. **Contacting Fiber Connect.** If you have any questions regarding this Privacy Policy, please contact us according to the manner designated for notices in the Agreement.

9. **Changes to this Privacy Policy.** Fiber Connect may change this Privacy Policy from time to time in its discretion. Privacy Policy changes will be posted on the Website and become effective as of the time of change.
FIBER CONNECT ACCEPTABLE USE POLICY

Introduction

FIBER CONNECT is at all times committed to complying with the laws and regulations governing use of the Internet and e-mail transmission and preserving for all of their Customers, and the Customers of FIBER CONNECT Service Providers the ability to use FIBER CONNECT's network and the Internet without interference or harassment from other users. The FIBER CONNECT AUP ("AUP") is designed to help achieve these goals.

By using the Fiber Connect networks (collectively, the "Network"), FIBER CONNECT Service Providers agree to comply, and agree to require their Customers to comply, with this Acceptable Use Policy. FIBER CONNECT reserves the right to change or modify the terms of the AUP at any time, effective when posted on FIBER CONNECT's web site at www.bfcma.com. Customer's use of the Network after changes to the AUP are posted shall constitute acceptance of any changed or additional terms.

Scope of the AUP

The AUP applies to any use of the Network that provides (or includes) access to the Internet.

Prohibited Activities

General Prohibitions: FIBER CONNECT prohibits use of the Network in any way that is unlawful, harmful to or interferes with use of FIBER CONNECT's systems, or the network of any other provider, interferes with the use or enjoyment of services received by others, infringes intellectual property rights, results in the publication of threatening or offensive material, or constitutes Spam/E-mail/Usenet abuse, a security risk or a violation of privacy.

Failure to adhere to the rules, guidelines or agreements applicable to search engines, subscription Web services, chat areas, bulletin boards, Web pages, USENET, applications, or other services that are accessed via a link from the FIBER CONNECT-branded website or from a website that contains FIBER CONNECT-branded content is a violation of this AUP.

Unlawful Activities: Network shall not be used in connection with any criminal, civil, administrative, or regulatory violation of any applicable local, state, provincial, federal, national or international law, treaty, court order, ordinance, regulation or administrative rule.

Violation of Intellectual Property Rights: IP Service(s) shall not be used to publish, submit/receive upload/download, post, use, copy or otherwise reproduce, transmit, re-transmit, distribute or store any content/material or to engage in any activity that infringes, misappropriates or otherwise violates the intellectual property rights or privacy or publicity rights of FIBER CONNECT or any individual, group or entity, including but not limited to any rights protected by copyright, patent, trademark laws, trade secret, trade dress, right of privacy, right of publicity, moral rights or other intellectual property right now known or later recognized by statute, judicial decision or regulation.

Threatening Material or Content: Network shall not be used to host, post, transmit, or re-transmit any content or material (or to create a domain name or operate from a domain name), that harasses, or threatens the health or safety of others.

Inappropriate Interaction with Minors: FIBER CONNECT complies with all applicable laws pertaining to the protection of minors, including when appropriate, reporting cases of child exploitation to the National Center for Missing and Exploited Children.

Child Pornography: Network shall not be used to publish, submit/receive, upload/download, post, use, copy or otherwise produce, transmit, distribute or store child pornography. Suspected violations of this prohibition shall be
reported to FIBER CONNECT. FIBER CONNECT will report any discovered violation of this prohibition to the National Center for Missing and Exploited Children and take steps to remove child pornography (or otherwise block access to the content determined to contain child pornography) from its servers.

**Spam/E-mail/Usenet Abuse:** Violation of the CAN-SPAM Act of 2003, or any other applicable law regulating e-mail services, constitutes a violation of this AUP.

Spam/E-mail or Usenet abuse is prohibited using Network. Examples of Spam/E-mail or Usenet abuse include but are not limited to the following activities:

- sending multiple unsolicited electronic mail messages or "mail-bombing" - to one or more recipient;
- sending unsolicited commercial e-mail, or unsolicited electronic messages directed primarily at the advertising or promotion of products or services;
- sending unsolicited electronic messages with petitions for signatures or requests for charitable donations, or sending any chain mail related materials;
- sending bulk electronic messages without identifying, within the message, a reasonable means of opting out from receiving additional messages from the sender;
- sending electronic messages, files or other transmissions that exceed contracted for capacity or that create the potential for disruption of the FIBER CONNECT network or of the networks with which FIBER CONNECT interconnects, by virtue of quantity, size or otherwise;
- using another site's mail server to relay mail without the express permission of that site;
- using another computer, without authorization, to send multiple e-mail messages or to retransmit e-mail messages for the purpose of misleading recipients as to the origin or to conduct any of the activities prohibited by this AUP;
- using IP addresses that the Service Provider or Customer does not have a right to use;
- collecting the responses from unsolicited electronic messages;
- maintaining a site that is advertised via unsolicited electronic messages, regardless of the origin of the unsolicited electronic messages;
- sending messages that are harassing or malicious, or otherwise could reasonably be predicted to interfere with another party’s quiet enjoyment of the Network or the Internet (e.g., through language, frequency, size or otherwise);
- using distribution lists containing addresses that include those who have opted out;
- sending electronic messages that do not accurately identify the sender, the sender's return address, the e-mail address of origin, or other information contained in the subject line or header;
- falsifying packet header, sender, or user information whether in whole or in part to mask the identity of the sender, originator or point of origin;
- using redirect links in unsolicited commercial e-mail to advertise a website or service;
- posting a message to more than ten (10) online forums or newsgroups, that could reasonably be expected to generate complaints;
- intercepting, redirecting or otherwise interfering or attempting to interfere with e-mail intended for third parties;
- knowingly deleting any author attributions, legal notices or proprietary designations or labels in a file that the user mails or sends;
- using, distributing, advertising, transmitting, or otherwise making available any software program, product, or service that is designed to violate this AUP or the AUP of any other network or service provider, including, but not limited to, the facilitation of the means to spam.

**Security Violations**

Service Providers are responsible for maintaining security of their systems and the machines that connect to and use the Network, and to ensure their Customers’ maintain such security, including implementation of necessary patches and operating system updates.
Network may not be used to interfere with, gain unauthorized access to, or otherwise violate the security of FIBER CONNECT's (or another party's) server, network, network access, personal computer or control devices, software or data, or other system, or to attempt to do any of the foregoing. Examples of system or network security violations include but are not limited to:

- unauthorized monitoring, scanning or probing of network or system or any other action aimed at the unauthorized interception of data or harvesting of e-mail addresses;
- hacking, attacking, gaining access to, breaching, circumventing or testing the vulnerability of the user authentication or security of any host, network, server, personal computer, network access and control devices, software or data without express authorization of the owner of the system or network;
- impersonating others or secretly or deceptively obtaining personal information of third parties (phishing, etc.);
- using any program, file, script, command or transmission of any message or content of any kind, designed to interfere with a terminal session, the access to or use of the Internet or any other means of communication;
- distributing or using tools designed to compromise security (including but not limited to SNMP tools), including cracking tools, password guessing programs, packet sniffers or network probing tools (except in the case of authorized legitimate network security operations);
- knowingly uploading or distributing files that contain viruses, spyware, Trojan horses, worms, time bombs, cancel bots, corrupted files, root kits or any other similar software or programs that may damage the operation of another's computer, network system or other property, or be used to engage in modem or system hi-jacking;
- engaging in the transmission of pirated software;
- using manual or automated means to avoid any use limitations placed on the Network;
- providing guidance, information or assistance with respect to causing damage or security breach to FIBER CONNECT's Network or systems, or to the network of any other network or service provider;
- failure to take reasonable security precautions to help prevent violation(s) of this AUP.

Service Provider Responsibilities

Service Providers shall require their Customers to remain solely and fully responsible for the content of any material posted, hosted, downloaded/uploaded, created, accessed or transmitted using the Network. FIBER CONNECT has no responsibility for any material created on the FIBER CONNECT's network or accessible using Network, including content provided on third-party websites linked to the FIBER CONNECT network. Such third-party website links do not constitute in any way an endorsement by FIBER CONNECT of the content(s) of such sites.

Service Providers are responsible for taking prompt corrective action(s) to remedy a violation of AUP and to help prevent similar future violations.

AUP Enforcement and Notice

Failure by Service Providers and/or their Customer's to observe the guidelines set forth in this AUP may result in FIBER CONNECT taking actions anywhere from a warning to a suspension or termination of Network usage. When feasible, FIBER CONNECT may provide Service Provider and/or Customer with a notice of an AUP violation via e-mail or otherwise allowing them to promptly correct such violation.

FIBER CONNECT reserves the right, however, to act immediately and without notice to suspend or terminate affected Network in response to a court order or government notice that certain conduct must be stopped or when FIBER CONNECT reasonably determines, that the conduct may: (1) expose FIBER CONNECT to sanctions, prosecution, civil action or any other liability, (2) cause harm to or interfere with the integrity or normal operations of FIBER CONNECT's network or networks with which FIBER CONNECT are interconnected, (3) interfere with another FIBER CONNECT Service Provider's or Customer's use of Network or the Internet (4) violate any applicable law, rule or regulation, or (5) otherwise present an imminent risk of harm to FIBER CONNECT or FIBER CONNECT Service Providers and/or Customers.
FIBER CONNECT has no obligation to monitor content of any materials distributed or accessed using the Network. However, FIBER CONNECT may monitor content of any such materials as necessary to comply with applicable laws, regulations or other governmental or judicial requests; or to protect the FIBER CONNECT Network, Service Providers and Customers.

Incident Reporting

Any complaints (other than claims of copyright or trademark infringement) regarding violation of this AUP by an FIBER CONNECT Customer (or its user) should be directed to . Where possible, include details that would assist FIBER CONNECT in investigating and resolving such complaint (e.g. expanded headers, IP address(s), a copy of the offending transmission and any log files).

Copyright complaints: If you believe that your work has been copied and posted, stored or transmitted using the Network in a way that constitutes copyright infringement, please submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") directed to the designated agent listed below:

FIBER CONNECT's Designated Copyright Agent for notice of claims of copyright or trademark infringement on the sites can be reached as follows:

Designated Agent:

PO Box 764
Monterey, MA 01245

Phone: 413.429.4109
Fax: N/A
E-mail: info@bfema.com

Effective Date: 2016-12-01
## Certificate of Liability Insurance

**Date:** 01/31/2019

**Producer:** Wheeler & Taylor, Inc  
333 Main St, Great Barrington, MA 01230

**Contact:** Margie Gwozdz  
mgwozdz@wheelerandtaylor.com

### Insured

- **Fiber Connect LLC**  
  PO Box 764, Monterey, MA 01245

### Coverages

**Certificate Number:**

- **A - Commercial General Liability**
  - Type of Insurance: CLAIMS-MADE
  - Policy Number: 1800100173
  - Limits:
    - Per Occurrence: $1,000,000
    - Damage to Rented Premises: $100,000
    - Medical Expenses: $5,000
    - Personal & Advt Injury: $0
    - General Aggregate: $2,000,000
  - General Aggregate Limit Applies Per:
    - Policy
    - Occurrence
    - Location

**B - Automobile Liability**

- ANY AUTO
- OWNED AUTO ONLY
- NON-OWNED AUTO ONLY
- SCHEDULED AUTO
- HIRED AUTO ONLY
- COMBINED SINGLE LIMIT: $1,000,000
- BODILY INJURY (Per Person): $1,000,000
- PROPERTY DAMAGE (Per Accident): $0
- GENERAL AGGREGATE: $2,000,000

**C - Umbrella Liability**

- CLAIMS-MADE
- OCCUR
- LIMITS:
  - Per Occurrence: $4,000,000
  - Aggregate: $4,000,000

**Workers Compensation and Employers Liability**

- ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in N/A)
- N/A

**Description of Operations/Locations/Vehicles (ACORD 101, Additional Remarks Below), may be attached if more space is required.**

**Certificate Holder:**

- Town of Egremont  
  PO Box 368, South Egremont, MA 01268

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

[Signature]

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CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. All terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the holder in absence of such endorsement(s).

PRODUCER

WHEELER & TAYLOR INC
333 MAIN ST
GREAT BARRINGTON MA 01230

INSURED

FIBER CONNECT LLC
PO BOX 764
MONTEREY MA 01245

COVERAGES

CERTIFICATE NUMBER: 363674

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PURCHASE, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PRELIMINARY CLAIMS.

<table>
<thead>
<tr>
<th>INSR. LTY</th>
<th>TYPE OF INSURANCE</th>
<th>ADD'L SUB. REQUIRED</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
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<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>OCCUR</td>
<td>N/A</td>
<td>EACH OCCURRENCE</td>
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<tr>
<td>AUTO/RENTAL LIABILITY</td>
<td>ANY AUTO</td>
<td>SCHEDULED AUTOS</td>
<td>N/A</td>
<td>EACH OCCURRENCE</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td>HIRED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td>Y/N</td>
<td>N/A</td>
<td>N/A</td>
<td>EACH ACCIDENT</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remark Schedule, may be attached if more space is required)

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the expiration date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mae.gov/wf/worker-compensation/investigations/

CERTIFICATE HOLDER

Town of Egremont
PO Box 368
South Egremont MA 01258

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel M. Crawley, CPCU, Vice President - Residual Market - WCRIMA

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Exhibit B

Payment in Arrears Guidelines

For towns that seek to implement a broadband project with certain private providers*, the Commonwealth, through MBI, will enter into a grant agreement with the Town to reimburse the Town for its expenses related to the project, up to the maximum amount of its allocation, based on the following conditions being met:

- The Town counsel has submitted a letter to MBI certifying that the Town has complied with all procurement laws, and any other applicable laws and regulations required to implement the project.
- The construction of the network is complete:
  - The network is fully commissioned
  - All premises that the town and provider had agreed to serve prior to the start of construction are capable of receiving service pursuant to any connection/service agreements that the town and provider executed.
- The Town and provider certify, as appropriate, that:
  - There is no pending or contemplated litigation between the town and the provider;
  - There is no pending or contemplated arbitration between the town and the provider; and
  - The provider has paid all subcontractors for all work performed on the project.
- The Town and provider certify that at least 51% of all potential customers to be passed by the network have pre-subscribed to take broadband service and have paid a pre-subscription deposit.
- The Town and provider enter into a broadband services agreement with the provider to address the long-term relationship between the Town and the provider.
  - As a best practice, MBI strongly encourages the Town to insist on protections within this agreement to protect the public money invested in the contract and the customers’ access to quality broadband service. For example, the Town could seek a performance bond from the provider for the operation of the network, pricing protections and schedules, guarantees concerning response time in the case of network outages or storm repairs and other similar provisions designed to ensure smooth, predictable, and reliable broadband service. The Town should seek the guidance of Town counsel and any other professionals it deems appropriate and necessary for the execution of this long-term agreement.

*The application of these conditions occurs in those situations where the town and the provider are entering into an agreement for the provision of broadband service wherein the Commonwealth is not a party to said agreement. In these situations, the town is responsible for every aspect of procurement and contracting. In these situations, the Commonwealth takes no position and makes no judgement about the decisions, understandings or agreements between the parties. As described in this document, the Commonwealth’s financial contribution to the project will, as a matter of standing practice in these situations, be made after the project is complete.