

ACTION PLAN – WiVALLEY 4-TOWN WIRELESS NETWORK

Relative to a Proposal by WiValley-MA, Inc. to Design, Construct and Operate a Wireless Network in Hawley, Florida, Monroe and Savoy, 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 WiValley, Inc., a New Hampshire business corporation (“WiValley Parent”), in collaboration with CRC Communications LLC d/b/a Otelco (“Otelco”), to design build, own and operate a wireless and fiber hybrid broadband network serving the towns of Hawley, Florida, Monroe and Savoy (each a “Town,” and collectively the “Towns”).

WiValley-MA, Inc., a Massachusetts business corporation (“WiValley”) is a wholly owned subsidiary of WiValley Parent and will undertake the obligations of WiValley Parent under the Proposal (defined below) subject to the terms of a separate parent guarantee agreement to be executed by the WiValley Parent.

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

1. Overview and Notice to Proceed

WiValley Parent, in collaboration with Otelco, has submitted to the Towns and MassTech a proposal (the “Proposal”, attached as Exhibit B) to design, build, own and operate a 4-town regional hybrid, fiber-wireless, broadband network (the “Network”) with certain generally described characteristics. WiValley will design, build, own and operate the Network that will be employed to make available specified internet service to at least 96% of the premises in the Towns for a period of at least ten (10) years (the “Project”). The Towns are committed to moving forward with the first phase of the Project while WiValley and the Towns address the issues that need to be resolved for the Parties to make binding commitments to proceed with the remainder of the Project. A significant amount of work will need to be undertaken by WiValley and the Towns to address technical, business and legal issues associated with the build-out and operation of the Network. This Action Plan provides a framework for the Parties to undertake this important work.

The execution of this Action Plan by the Towns shall constitute

- (1) a notice to proceed for WiValley to undertake Phase 1 of the Project, as described in Exhibit B-1 (“Phase 1 Scope of Work”) for a fixed fee milestone payment of \$450,000 (“Phase 1 Notice to Proceed”); and
- (2) an agreement to aggregate each Town’s approved MBI broadband allocation into one combined allocation totaling \$2,140,000 to support the design and construction of the Network (including the Phase 1 milestone grant payment to WiValley and the Professional Services Grant to the Towns). The Phase 1 Notice to Proceed shall be terminated if any Town rescinds in writing its approval of said Notice to Proceed within twenty one (21) days of the Effective Date. In case of such termination, WiValley will, subject to the terms and conditions to be specified in the Last Mile Broadband Grant Agreement to be executed by MassTech and WiValley, be entitled to payment for work undertaken and materials purchased or contracted for in such work up to and including the date on which WiValley is notified of such termination.

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 Towns, WiValley
- A Professional Services Grant Agreement executed by MassTech and the Towns that will provide the Towns with \$116,000 on an aggregate basis to procure technical and legal support services (attached as Exhibit D)
- A Last Mile Broadband Grant Agreement executed by MassTech and WiValley (a form of agreement is attached at Exhibit C)

2. Summary of WiValley Proposal

As proposed, WiValley will be responsible for all obligations and costs associated with designing and constructing the Network and WiValley will own the Network and, through, Otelco, will be solely responsible for all obligations and costs associated with providing internet service and operating, upgrading and maintaining the Network over at least ten years and any extensions thereof. WiValley has proposed that the Towns will own the vertical assets (antenna tower, guyed tower, new utility poles, etc.) to be erected for the Network, subject to WiValley's right to use the vertical assets without fee or taxation for the duration that WiValley is the Network operator; provided that WiValley is not in material breach of its broadband services agreement with the Towns. WiValley has proposed to connect the Network to the MassBroadband123 Middle Mile network ("MB123 Network") at a location off Chapel Road in Savoy (or another acceptable location) with a new ring cut and drop at reasonable, acceptable terms and conditions and service under published MBI123 Service Provider Rates or from an approved service provider.

Neither MassTech nor the Towns will bear any responsibility for the capital and operating costs of the Network. At least 96% of the premises in the Towns will be reached by the Network and will have the option to receive a wireless connection to the Network ("Covered Premises"). At least 75% of the Covered Premises will be connected at speeds of at least 25/3 Mbps and the remaining Covered Premises will be connected at speeds of at least 12/2 Mbps. All Covered Premises will have access to internet service up to the speed available at the premise at the prices set forth on Exhibit B.

Prior to the completion of Phase IV, WiValley will generate a report identifying the premises throughout the Towns where by the completion of Phase IV, WiValley will have met or exceeded the 96% coverage as specified above. Additionally, WiValley will generate a report that includes the scope of work and a cost estimate to achieve 100% coverage through each of the Towns. The purpose of this report is to give the Towns the information needed to identify possible solutions which may include additional financing to achieve the goal of 100% coverage.

3. Proposal Conditions

WiValley has conditioned its high-level, four-phase Proposal on: (1) the binding commitment of all four Towns to proceed with the Project; (2) an agreement by MassTech to make milestone payments, to be agreed upon, to WiValley of a substantial portion of the MBI broadband allocation currently reserved for the benefit of the Towns, pursuant to a Last Mile Broadband Grant Agreement to be negotiated and finalized between MassTech and WiValley and subject to the written approval each of the Towns; (3) provision of access to the MB123 fiber network as described above; and (4) WiValley obtaining from the Commonwealth of Massachusetts (the "Commonwealth") access to an existing DCR Tower on Borden Mountain; and (5) the grant of various other easements and permits from the Towns, the Commonwealth and various neighboring towns.

4. Public Posting

Based on each Town's independent review of the WiValley Proposal, the Towns hereby collectively request 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 a summary of the Project, to afford other private broadband providers the opportunity to propose a comparable or more advantageous solution. While the Project summary is posted: (1) the Towns and WiValley will proceed with the tasks and activities outlined in Section 5 of this Action Plan; and (2) once WiValley has received written authorization as per section 5c, paragraph 2 below, the Towns and WiValley will proceed with the tasks and activities outlined in Exhibit B-1 of this Action Plan, Phase 1 Scope of Work. The Parties acknowledge that the Action Plan summary will be posted until (i) such time as MassTech has issued to WiValley a notice to proceed for Phases 2 through 4 of the Project based on a determination by MassTech that all of the requirements for WiValley to be eligible to receive milestone grant payments for Phase 2 and beyond have been satisfied, as specified in the Last Mile Broadband Grant Agreement ("Balance of Project Notice to Proceed"); 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 Towns may choose to take advantage of any opportunities generated through such open solicitations.

5. Initial Actions To Be Undertaken by the Parties

In recognition of the urgency of securing a prompt solution to the needs of the Towns for robust and reliable broadband service, the Parties have agreed to expeditiously address the important technical, business and legal issues left unresolved in the WiValley 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) MassTech will execute a Professional Services Grant Agreement with the Towns to provide a portion of each Town's grant allocation to enable the Towns to engage such technical professionals and attorneys as needed in order to identify and resolve any legal, regulatory or approval issues that are obstacles to their moving forward with WiValley as intended, and to conclude the negotiations contemplated in this Action Plan. Each Town's grant shall be in the amount set forth in the middle column of Exhibit A attached hereto. Any Town that terminates its involvement in the Project will be required to return to MassTech any funds that were not expended by the Town under the Professional Services Grant Agreement.
- (b) The Towns will negotiate and execute no later than twenty (20) days after the Effective Date, an inter-Town agreement to formalize the relationship among the Towns during the design, construction and operation of the Network (the "Inter-Municipal Agreement"). Such agreement shall address, among other matters, (i) the selection of a "Lead Town" for purposes of Project communications and approval authority for the Project; and (ii) the procurement of a single owner's project manager to represent all of the Towns during Network design and construction. The Board of Selectmen of each Town shall approve and enter into the Inter-Municipal Agreement.
- (c) The Board of Selectmen of each Town shall request that MassTech, acting on the Town's behalf execute the Last Mile Broadband Grant Agreement with WiValley that will be substantially in the form attached as Exhibit C ("Last Mile Broadband Grant Agreement"). The form of grant agreement describes requirements that must be satisfied prior to the disbursement of grant funds to WiValley. MassTech reserves the right to add further preconditions prior to the execution of the Last Mile Broadband Grant Agreement as the technical requirements of the Project are developed further by WiValley and the Towns. WiValley and the Towns agree to diligently undertake the actions required to address the grant disbursement requirements.

MassTech shall provide written authorization to WiValley to commence work on Phase 1 of the

Project upon satisfaction of the following conditions; (i) execution of the Inter-Municipal Agreement by each of the Towns; and (ii) the submission of a letter signed by the Board of Selectmen of each Town expressly rejecting any other expression of interest submitted after the Effective Date by a provider under the NOFA to provide broadband service to said Town.

MassTech's commitment to expend grant funds to WiValley for Phases 2-4 of the Project shall be conditioned on execution by the Towns and WiValley of a comprehensive, 10-year broadband services agreement for the service implemented in Phase 1 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 (the "Network Services Agreement" as described in more detail in Exhibit C) that will address, among other things, minimum coverage levels to be achieved in each Town; broadband speeds; service levels; subscriber pricing; ownership of poles and other Network assets; and terms for transition of the Network at the end of the initial term. For clarity, the foregoing sentence does not release MassTech from its commitment to expend grant funds in the amount of \$450,000 to WiValley upon successful completion of Phase 1 of the Project pursuant to the Phase 1 Scope of Work and subject to the terms and conditions of the Last Mile Broadband Grant Agreement.

6. General Provisions

- a. The Towns acknowledge that if the Project (including Phase 1) is not completed or the conditions for further grant funding as specified in the Last Mile Broadband Grant Agreement are not met (including, but not limited to, a Town's decision not to proceed with the Project), the amount expended by MassTech for Phase 1 will irrevocably reduce each Town's approved MBI last mile allocation.
- b. The Towns agree to expeditiously move forward with Pole Permitting for the poles required within their towns for Phase 1.
- c. 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 until and up to such time as MassTech has issued a Balance of Project Notice to Proceed to WiValley.
- d. The Parties acknowledge the importance of clarity and consistency in all of 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 public comments or statements concerning this Action Plan.
- e. This Action Plan contains the entire agreement and current understandings of the Parties with respect to the WiValley Proposal. This document supersedes all prior communications, contracts, agreements, memoranda, letters, or understandings between or among the Parties, whether oral or written.
- f. 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.

[signature page follows]

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

WiValley-MA, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Town of Hawley, Massachusetts

By: _____
Name: _____
Title: _____
Date: _____

Town of Savoy, Massachusetts

By: _____
Name: _____
Title: _____
Date: _____

Town of Florida, Massachusetts

By: _____
Name: _____
Title: _____
Date: _____

Town of Monroe, Massachusetts

Name: _____
Title: _____
Date: _____

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

Name: _____
Title: _____
Date: _____

WiValley, Inc.

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

MBI Allocations by Town

Town	Initial Upfront, Lump Sum Grant to Towns for Professional Assistance	Available MBI Allocation for WiValley Grant Agreement
1. Florida	\$34,692	\$605,308
2. Hawley	\$28,187	\$491,813
3. Monroe	\$17,888	\$312,112
4. Savoy	\$35,233	\$614,767
TOTALS	\$116,000	\$2,024,000

Exhibit B

WiValley Proposal Outline



WiValley and Otelco team up to deliver Fiber, Wireless and Hybrid
Broadband Solutions for four Western MA Communities



Regional Broadband Proposal for Florida Hawley, Monroe & Savoy

*Response to
Mass Tech Notice of Funding Availability,*

no. 2018-MBI-01

June 14, 2018

310 Marlboro St, Keene, NH 03450 www.wivalley.net

Peter Larkin
Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581-3340

WiValley Proposal for Broadband in 4 western towns - Update to WiValley's response to NOFA
No. 2018-MBI-01 dated Nov 10, 2017

Dear Mr. Larkin,

I am pleased to present a formal proposal for WiValley to deliver a regional broadband solution for four Western MA communities. This is an update to our expression of interest to the MBI's Notice of Funding Availability, no. 2018-MBI-01.

To eliminate the requirements for project bonds or the Towns to carry the upfront project financing we have established a corporate collaboration with CRC Communications LLC d/b/a OTELCO, which will allow WiValley to construct the network in a multi phased approach and be paid in arrears based on performance metrics and upon completion of each phase as agreed upon between MBI and the towns.

Under the agreement between OTELCO and WiValley, WiValley will construct, own and operate the 4-town network under an agreement with MBI. This agreement is specifically to construct operate and provide broadband service throughout the towns of Florida, Hawley, Monroe and Savoy. OTELCO will operate as the ISP across this network, delivering phone and internet service to each customer throughout these towns. OTELCO will be actively participating in the FCC CAF II auctions, specifically targeting the block groups within the town boundaries of Florida, Savoy, and Hawley. In order to meet federal requirements related to CAF II funding, WiValley's collaboration with OTELCO must be in place for a minimum of 10 years; this ensures sustainability of the proposed broadband solutions for these rural communities.

Under our innovative approach and agreement, WiValley will maintain its responsibility for the design, construction, ownership (apart from MBI123 fiber and vertical assets), operations and maintenance of a multi-town communications network to offer broadband service to a minimum of 96% of each town's residents and businesses. OTELCO will participate in our initial project financing as well as be the exclusive ISP providing broadband service to connected customers over this network throughout this service area.

The provisions of this proposal are intended only as an expression of interest on behalf of WiValley, are not intended to be legally binding on any party, and are expressly subject to the negotiation and execution of an appropriate binding Agreement.

Sincerely,



Brian Foucher
President – WiValley, Inc.

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About WiValley

WiValley leverages the strengths of the latest wireless and fiber technologies to bring broadband to underserved communities, taking advantage of our ability to innovate and scale. We engineer custom hybrid fiber/wireless solutions that address the future communications needs of both business and residential customers, with broadband speeds that exceed those available over traditional copper (wired) infrastructures. Our involvement with state and town initiatives include projects with NH FastRoads and the Massachusetts Broadband Institute (MBI).

Founded in 2008, WiValley provides broadband coverage to a growing list of over 50 communities in MA, NH and VT. Our track record demonstrates that we possess the organizational capacity, financial resources and requisite experience to effectively manage long-term construction and operational risks.

WiValley set itself apart from its competitors by delivering hybrid broadband solutions operating both fiber and wireless networks. In addition to delivering service to residential and business customers, WiValley delivers broadband solutions to many community anchor institutions, hospitals, schools and our network enables critical communications to the community public safety communications networks.

For the purpose of this project, we have engaged the engineering and project management services of the Interisle Consulting Group. Interisle led the original MB123 grant design, and is familiar with the challenges faced by the towns in question, having performed several of their last mile feasibility studies.

Additionally, we are entering into a strategic partnership with Otelco, Inc, to provide initial financing and to offer the depth of ISP solutions to the customers this project will serve, allowing WiValley to focus on our strengths and expertise to construct and operate the core network.

About OTELCO

Otelco Inc. is the corporate parent of a group of rural telephone companies and two competitive local exchange carriers that have operated in Maine, Massachusetts, New Hampshire, Vermont, West Virginia, Alabama, and Missouri since 1889.

Today, Otelco owns and operates a network that includes more than 2,000 miles of redundant and reliable fiber optic cables which provide secure, dependable connectivity to its customers.

Otelco is committed to bring quality broadband services to all of its customers and is actively providing service and continuing to build FTTN and FTTH projects. The company's current capital projects include fiber to the premise in portions of Gray, New Gloucester, and Lowell, Maine, as well as Shoreham, Vermont. The company also has extensive experience with other broadband technologies, operating a fixed wireless network in central Missouri, a Cable TV system in Oneonta, AL and DSL service throughout its service footprint.

In 2017, Otelco began providing service on municipal broadband networks, becoming the sole ISP on the municipal network in Leverett, MA. While we are new to the municipal business, we have long specialized in providing large scale services on third party networks. Otelco previously served as the wholesale phone service provider for Maine's largest cable company and still provides wholesale phone and Internet services to several small cable TV networks and Internet Service Providers.



Looking forward, Otelco continues to invest in infrastructure and the latest technology to enhance product and service delivery methods. Otelco is excited to participate as a strategic partner with WiValley in this innovative multi town project delivering wireless solutions throughout these communities. Looking back, Otelco will always hold strong its century old tradition of local community involvement and support, and its commitment to provide superior customer care.

The company employs more than 150 men and women in New England who support more than 32,000 business and residential subscriber lines.

A customer care center at Otelco headquarters in New Gloucester, and another in Bangor, Maine, along with a 24/7 Network Operations Center (NOC) and several staffed field service locations in Maine, Massachusetts, and Vermont provide seamless customer support from the initiation of a service order through installation and beyond with technical support and repair when needed.

An Affordable Regional Solution

WiValley is proposing to design, build, maintain, and operate an affordable hybrid wireless/fiber regional network for four of the unserved towns:

- A minimum of 96% of homes & businesses served in each town
- 100% funded via town broadband grants
- No town tax support, funding authorization or financial risk
- Vertical assets will become public property, unlike cable networks built with state subsidies
- Low installation fees, with no subscriber financing or hidden costs
- Rates comparable to urban services, lower than in fiber proposals
- 25/3 Mbps or greater service to 75% or more of homes, minimum of 12/2 Mbps available service to at least 96% of homes

Cross-border Economies

By working across municipal boundaries, the regional project will deliver significant economies:

- Efficient network configuration
- Maximum advantage of existing infrastructure (e.g. Florida & Hawley access to DCR tower in Savoy)
- Construction efficiency
- Administrative & service efficiency
- Lower backhaul costs via combined purchase
- System-wide reliability via redundant paths

Network Resiliency and Redundancy

The regional network will be engineered for resiliency and redundancy, with the aim of assuring reliable access to state and national backbones. It will interconnect with both the Mass Broadband 123 network and a licensed microwave carrier network, providing backhaul redundancy for service during unplanned network outages. Where practical, key wireless sites will have multiple connection paths. Every site will have battery backup power.



Technologies Employed

Services will be provided via the optimal deployment of several technologies:

- 5 GHz for locations where path conditions (line of sight) permit, including point to point backhaul and point to multipoint subscriber access. This band provides the greatest bandwidth (data carrying capacity per sector) at lowest cost.
- 3.5 GHz CBRS band for locations where near-line-of-sight paths permit. This evolves in 2018-2020 from the current 3.65-3.7 GHz band (for which WiValley has a nationwide license) into the new 3.55-3.7 GHz CBRS band, offering the quietest spectrum and higher power levels on a licensed-by-rule or priority-access license basis.
- 2.4 GHz for more obstructed paths in low-density locations. Medium bandwidth.
- 900 MHz or TV white space (TVWS) for cluttered paths. Best non-line-of-sight coverage but least bandwidth.
- Licensed microwave for specific backhaul or transport links.

This proposal is specific to a wireless only design that utilizes MBI fiber as its primary backhaul as well as independent licensed microwave links for higher reliability

Conditions for maximum deployment:

WiValley will undertake the construction of the vertical assets and the core network infrastructure within each town. We will deploy sufficient network equipment on a vertical asset to support the proposed broadband speeds throughout the towns. Upon future expression of interest or growth in an area not yet served, we will extend our network to such an area within an interval in keeping with current industry standards for the selected technology. Upon an award from the FCC CAF II auction, the FCC will hold OTELCO accountable to ensure that we meet all performance and coverage requirements in this service area. This will be enforced by the FCC for a period of 10 years at no cost to the property owner or the town.

The scope of the project deployment will depend upon whether or not we can gain access to the MB123 fiber network off Chapel Road in Savoy with a new ring cut and drop at reasonable, acceptable terms and conditions and service under published MBI123 Service Provider Rates or from an approved Service Provider.

Additionally, the scope of project deployment will depend upon whether or not the Commonwealth of MA can provide an agreement on a timely basis for WiValley to deploy equipment on the DCR site on Borden Mt.

Equipment ownership

WiValley will own all network equipment and infrastructure, except network components associated with middle mile fiber transport. A buyout option of all network assets will be available after Otelco / WiValley meet the obligations as set forth in the FCC CAF II auction. Terms related to the buyout options will be defined at the execution of a contract.

Vertical assets and wireless siting assumptions

Our proposal requires the construction of one new antenna tower on town owned property off Chapel Road in the Town of Savoy. We propose granting title to this tower to the Town of Savoy in exchange for our right to use it at no charge. The proposed 90' fiberglass monopole would also have sufficient capacity for public safety



use. No new towers are anticipated for the remaining towns. We will, however, consider construction of a guyed tower at Florida Town Hall for shared public safety use, in lieu of the planned pole, and may consider other sites, especially where wood utility poles appear disadvantageous.

We anticipate placing approximately 30 new wood utility poles extending 42 to 68 feet above ground, for the regional network in Savoy, Florida, Hawley and Monroe. These quantities are preliminary estimates and may change in final engineering. Our proposal is contingent upon there being no zoning or similar obstacles (i.e., tower ordinances) to the placement or use of these poles. These poles will also be available for public safety use, for instance to provide fill-in receiver antenna locations for a town or regional voting repeater system, and our network will be made available to support such applications (i.e., voice-priority bandwidth to the voter site) at no charge, provided that it is within the network's service area.

While most of the utility poles are in the served towns, we anticipate requiring a specific site to place a pole in the Town of Charlemont, which is critical to Hawley's coverage. A site in the Town of Rowe has also been identified which might be useful for serving Monroe. There is general agreement with the Town of Charlemont related to WiValley's proposal and to this project. Upon execution of a contract related to the placement of poles in Charlemont, we will be prepared to execute a separate contract with the Town of Charlemont for services.

No land acquisition is anticipated. Our proposal is contingent on being able to set these utility poles in the public roadside rights-of-way, with the cooperation of the towns and state. Title to these poles will belong to the towns in which they are located, in exchange for our having use rights, at no charge or taxation, for as long as WiValley owns or operates the network. If the necessary governmental are not provided, we likely will not be able to move forward with this Proposal.

We will require the use of the existing DCR fire tower on Borden Mountain in Savoy, which may also be one of our upstream Internet access points. We continue to seek permission to use the meteorological tower at the Avangrid Renewables site in Monroe. It is not required but it will add improved redundancy and coverage. Absent access to the Borden site, our proposal will require change and we would need to adjust our designs and schedule and pricing accordingly.

At wireless subscriber locations, customers will be required to sign a homeowner access agreement, and we reserve the right to select the antenna location and type, upon consultation with the homeowner. If the technologically feasible site selected by WiValley is not acceptable by the homeowner for aesthetic or other non-technical reasons and as a result the installation does not proceed, WiValley will have met its obligation to deliver service to the customer premise and the premise will not count against our commitment to premises covered.

Technology Enhancements

Other delivery options may become available via new or improved technologies and changes in the regulatory environment. As speeds of delivery improve, the percentage of homes capable of receiving 25 Mbps or greater service may increase over time.

While fiber performance already exceeds anticipated residential demand for the next decade and the technology is fairly mature, wireless technology continues to advance rapidly. Improvements will be particularly important for serving non-line-of-sight locations. Among the wireless enhancements that may become practical within the next 5 years, in addition to CBRS, are licensed point-to-multipoint operation, massive (more than 4x4) MIMO (multiple-input multiple-output, meaning coordinated signals) with beam steering, and advanced LTE



transmission. Our business model presumes that wireless electronics have a shorter economic lifespan than do fiber or vertical assets, and our continued success depends upon opportunistic utilization of improved technologies. Higher-speed wireless connections may also be custom-engineered to business locations on demand, dependent upon terrain and path conditions.

Coverage

We will provide at least 96% coverage in every town. In the case of Savoy and Florida, our wireless coverage is expected to exceed 98% of homes. We will make every effort to connect every property in these communities but we are committing to the 96% throughout this region

However, because many homes are located in heavily wooded areas reachable only via non-line-of-sight wireless paths, WiValley is offering a minimum of 12/2 Mbps to all served homes and 25/3 to at least 75% overall.

Service Description

WiValley / Otelco will provide:

- Broadband service to a minimum of 96% of homes and businesses
- No data caps
- Voice priority phone service, with battery backup, free porting of existing numbers, and no charge for calls to anywhere in the United States, Canada, Puerto Rico, U.S. Virgin Islands and Guam
- Hosted email provided by Otelco
- Optional home Wi-Fi router

Service Prices

Otelco will be the ISP across the Multi Town Network. Otelco and WiValley have leveraged our combined economies of scale to offer improved pricing, and we will offer broadband service at the following standard monthly rates:

Service ⁱ	Price
12/2 Mbps	\$44.95
25/3 Mbps	\$54.95
50/10 Mbps	\$79.95
100/20 Mbps	\$109.95
25/25 Mbps Business class ⁱⁱ	\$119.95
100/100 Mbps Business class	\$299.95
Digital Phone Service (Unlimited) ⁱⁱⁱ	\$24.99

ⁱ Service above 25 Mbps only available at locations with sufficient signal strength.

ⁱⁱ Business class services are customized for business applications; basic services are available everywhere. Additional phone service options including business-grade electronic PBX service will also be available at competitive prices.

ⁱⁱⁱ No additional "FCC subscriber line charge" will be assessed; Universal Service Fund and E911 taxes do apply.



Otelco will invoice customers directly and offer single pricing where there is no breakdown to the customer of Wholesale / ISP costs. No MLP fee will be assessed within the FHMS network

The installation charge for each subscriber will be as follows.

- Installation is free until 90 days after the completion of phase IV
- Installation cost of \$50 up to 1 year following the completion of phase IV
- Installation cost of \$100 after 1 year following the completion of Phase IV

These installation rates are available if subscriber agrees to a minimum service term of 1 year

ISP and Network Operator Services

ISP and network operator services provided by Otelco and WiValley include:

- Customer service
- Billing
- 24/7 Tech support
- Network monitoring and security
- Product development
- Sales and marketing
- Legal & regulatory requirements related to ISP services

Assurance of Long-Term Service

WiValley commits to maintain its network in a state of good operation and repair, and perform upgrades, when necessary, in keeping with current industry standards. WiValley commits to providing broadband service to the communities included in this proposal for a minimum of ten (10) years with two renewable 7 year terms. If before each of the renewable terms, customer adoption for any of the towns is below or falls below 35%, WiValley can elect for the network assets and customer base to revert to an entity designated by the Town or Commonwealth. If for some reason WiValley is unable to provide service to a Town before then, its network assets and customer base will revert to an entity designated by the Town or Commonwealth.

Buy-out by the Towns

The Towns will have the option to purchase the network from WiValley. Terms related to the buyout options will be defined at the execution of a contract. If this project receives FCC CAF II funding, WiValley/Otelco will be obligated to own and maintain the network infrastructure for a minimum period of 10 years.

Project Schedule

While it is difficult to ascertain a definitive project schedule, should the state and towns complete their reviews and approvals – including rights of way and other access rights and zoning variances – by July 1, 2018, it is anticipated that the majority of the core network infrastructure (transmitter sites) would be installed and fully operational by December 31, 2018 with customer installations beginning immediately upon the successful deployment of each transmitter site.

WiValley plans to target connection of the most challenging customers first while the leaves and foliage are out in full. We anticipate that we will begin delivering service to those customers in August 2018. While we aim for substantial completion in 2018, we recognize that there may be local delays caused by factors beyond our



control, such as environmental review, or vendor equipment availability. Below are the highlights of each of the 4 phases:

Phase I - Core POP, Chapel Road, Savoy; Borden Mt; Florida (Oleson); Hawley (Side Hill)

This phase is focused on establishing the core of the network. A 90 foot fiberglass monopole will be installed on town owned property just off Chapel Rd in the Town of Savoy. A network Shelter with utility power, batteries and additional Solar power backup will be constructed to be the primary connection to the MB123 Fiber.

The Borden Mountain Department of Conservation and Resources (DCR) site is critical. This proposal assumes that the Commonwealth of Massachusetts will provide WiValley an agreement with reasonable terms and conditions to deploy the needed infrastructure. Additionally, this site will provide service to many homes in the towns of Florida, Monroe and Savoy.

We will install a 70 foot wooden utility pole off of Oleson Road in the Town of Florida. This installation of a wooden utility pole (Vertical Asset) is an example of what will be commonly deployed throughout the towns to achieve the results and proposed service.

We will install two (2) 70 foot wooden poles on Forget Road in Hawley, one at Sidehill Farm, allowing us to begin serving customers in the Town of Hawley.

Customer Installations. We will begin installing customers immediately upon turning up service to the Chapel Road POP. This site will also deploy most of the technologies we have planned for the multi-town deployment, including 5GHz, 3.6GHz and TVWS. The customers fed with TVWS will be typical examples of delivering 25/3 or 12/2 Mbps service to the hardest to reach customers.

Completion of Phase I will provide service for up to 150 customers throughout 3 of the 4 communities with an anticipated completion of Aug 2018 if awarded a contract by the first week of July 2018.

Phase II – Florida POP, 7 wooden utility poles 6 in Hawley, one in Charlemont

This phase it a targeted buildout into the Town of Hawley with the critical installation of a wooden utility pole installed under an agreement in the Town of Charlemont. Additionally, a second POP installed at the Florida Town Hall will provide fiber redundancy to the core network. This fiber establishes both an eastbound fiber route and a westbound fiber route on the MBI 123 network providing increased resilience across the network.

Completion of Phase II will provide service for up to 550 customers throughout the 4 communities with an anticipated completion of October 2018 if awarded a contract by the first week of July 2018.

Additionally, this phase completes the infrastructure build-out of the Town of Hawley.

Phase III – Complete Hawley & Savoy

This phase completes the buildout of all of Savoy by adding 6 wooden utility poles in Savoy.

Completion of Phase III will provide service for up to 760 customers throughout the 4 communities with an anticipated completion of Nov 2018 if awarded a contract by the first week of July 2018

Phase IV - Complete Florida & Monroe

This phase completes the buildout of all of Florida and Monroe with 5 wooden utility poles in Florida and 2 in Monroe. One additional pole in Rowe with a utility easement agreement with Rowe will support increased speeds in Monroe as well as provide service to Rowe Residents that currently will be unserved in the Rowe Fiber deployment.

Completion of Phase IV will make service available to up to 96% of the 1038 customers throughout the 4 communities with an anticipated completion of Dec 2018 if awarded a contract by the first week of July 2018

Pricing to the Towns and Commonwealth

WiValley proposes to build the networks fully funding the construction of infrastructure and Customer Premise Equipment (CPE) upfront in a 4 phased approach for the following amounts of grant funding:

● Phase I	\$450,000
● Phase II	\$500,000
● Phase III	\$500,000
● Phase IV	\$574,100

Payment will be on a negotiated milestone basis with MBI and the Commonwealth. The contract will detail invoice breakdown amounts related to construction within each town that will be due within 30 days of technical acceptance of each phase and upon successful delivery of broadband service to at least 1 customer within that town. The details defining the minimum customers for each phase as well as the technical acceptance will be defined in the contract.

Payments to WiValley will be made directly by the Commonwealth at the completion of each phase. Work would begin within 30 days after the execution of a contract.

If the completion of a phase is delayed for a reason outside of WiValley's control, (such as delayed access to the DCR Tower at Borden Mountain), a weighted partial payment for the completed portion of the phase will be made with the remaining value allocated to a subsequent phase.

Summary of Project Requirements

The following items must be provided from MBI and the Towns in order to proceed:

- Agreement to make milestone (Phase) payments (a) within 30 days of milestone completion, and (b) upon technical acceptance of the milestone and service provided to at least the minimum number of customers as set forth in the contract.
- MBI and WiValley to agree to technical acceptance standards that will be used to determine the successful completion of each phase.
- Provision of access to the MB123 fiber network off Chapel Road in Savoy with a new ring cut and drop at reasonable, acceptable terms and conditions and service under published MB1123 Service Provider Rates or from an approved Service Provider.
- Access to DCR Tower on Borden Mountain.



- This proposal requires the Commonwealth to expedite access to the DCR Tower with reasonable terms to install equipment directly on the DCR Tower and provide space within the equipment shelter at the site.
 - If access is not granted to the DCR Tower, the Commonwealth will need to allow WiValley to install a new 80 to 100 foot guyed lattice tower adjacent to the existing DCR tower. Installation of our own tower at this location will increase the cost to complete Phase I from \$450,000 to \$525,000. This tower would be a vertical asset of the network and since this is state land the asset would be assigned to the Commonwealth or, if preferred, to the Town of Savoy.
 - With either option above, the Commonwealth needs to provide access and easement authorization to WiValley for use of this site.
- Towns must provide written authorization to WiValley granting access to the easements in the road right of way or on Town-owned property for the purpose of constructing and maintaining vertical assets (Poles and Towers). If a vertical asset is installed on State property (DCR Tower Site), the Commonwealth needs to provide access and easement authorization to WiValley. For clarity, the vertical assets (Poles and Towers) constructed during this project will become the property of the applicable town.
 - The Town of Charlemont must enter into an agreement with WiValley to provide access to the easements in the road right of way or on town-owned property for the purpose of constructing and maintaining vertical assets (Poles and Towers) for the multi town network. This agreement with the Town of Charlemont will also detail the use of this or any other site constructed with funding under the Flexible Grant Program to deliver service to residents within the Town of Charlemont and to work in collaboration with the Charlemont MLP to provide broadband service to residents that are potential customers.
 - The Town of Rowe must enter into an agreement with WiValley to authorize access to the easements in the road right of way or on town owned property for the purpose of construction and maintaining vertical assets (Poles and Towers) for the FHMS network. With an executed agreement WiValley will commit to deliver service to the residents of Rowe near Monroe Bridge that currently are excluded from the Rowe FTTH project.

Exhibit B-1

Phase 1 Scope of Work



FHMS Network Scope of Work – Phase I

Project Statement:

WiValley MA, Inc. (WiValley) will be constructing a fixed wireless broadband network capable of delivering service to at least 96% of the homes within the towns of Florida, Hawley, Monroe and Savoy, MA. This network will be constructed in four phases. This scope of work is specifically for Phase I.

WiValley will install equipment and turn on broadband service at the following transmitter locations:

Savoy, MA - Intersection of Chapel Rd and Loop Rd.

WiValley will construct a 90-foot fiberglass monopole on town-owned property just off Chapel Rd. in the Town of Savoy. A network shelter with utility power, batteries and additional solar power backup will be constructed to serve as the primary connection to the MB123 Fiber. This location will be the core POP (Point of Presence) of the FHMS network. WiValley will install radios and transmitting antennas on the monopole for the purpose of transmitting service directly to customers as well as to provide PtP (Point to Point) wireless links to additional relay and/or transmitting sites.

Savoy, MA – Borden Mt (DCR Tower Site)

The Borden Mountain Department of Conservation and Resources (DCR) site is critical. WiValley will install radios and transmitter equipment on the DCR fire tower, as well as conduit to the existing equipment shelter. In Phase I, this site will only be connected to the new POP location off of Chapel Rd. in Savoy. WiValley will establish new utility power and provide its own power backup source via solar / backup at this site. WiValley will contract for removal of trees that have been pre-approved by DCR to improve the site and its service coverage as this site will provide service to many homes in the towns of Florida, Monroe and Savoy.

Florida, MA – Oleson Rd.

We will install a 60 or 70-foot wooden utility pole off of Oleson Road in the Town of Florida. Additionally, we will install the necessary radio and transmitter equipment to connect this location to the POP at Chapel Rd and to connect customers in the town of Florida, as well as provide the needed electronic equipment cabinet with utility and battery backup to support 36 to 48 hours without primary power.

Hawley, MA – West Hill Rd.

We will install a 70 or 80-foot wooden utility pole off of West Hill Road in the Town of Hawley. Additionally, we will install the necessary radio and transmitter equipment to connect this location to the POP at Chapel Rd and to connect customers in the town of Hawley, as well as provide the needed electronic equipment cabinet with utility and battery backup to support 36 to 48 hours without primary power.

Savoy, MA – Main Rd (within Loop Rd.)

We will install a 70-foot wooden utility pole off of Main Road in the Town of Savoy. Additionally, we will install the necessary radio and transmitter equipment to connect this location to the POP at Chapel Rd and to



connect customers in the town of Savoy, as well as provide the needed electronic equipment cabinet with utility and battery backup to support 36 to 48 hours without primary power.

Customer Installations

We will begin installing customers immediately upon turning up service to the Chapel Road POP. This site will also deploy most of the technologies we have planned for the multi-town deployment, including 5GHz, 3.6GHz and TVWS. The customers fed with TVWS will be typical examples of delivering 25/3 or 12/2 Mbps service to the hardest to reach customers.

Completion of Phase I will provide service for up to 150 customers in parts of the Florida, Hawley and Savoy communities.

Project Steps & Timeline

Pole Permitting – WiValley will present a pole permit plan for each of the towns and schedule a time with each select board to review and present the plans to the towns for approval. WiValley would like to begin scheduling these select board review meetings for all poles to be reviewed and approved prior to August 31, 2018.

DCR – Fire Tower Permit – WiValley has presented an engineering design plan to DCR and we are in communication about the equipment we plan to deploy. DCR has asked WiValley to resubmit our engineering designs and add proposed conduit and wire runs as well as internal cabinet requirements and details. WiValley needs to schedule a tower loading design study with an MBI approved consultant to perform structural analysis of the current tower as well as how the proposed equipment will affect the wind and structural loading.

Tree Removal - WiValley has presented that a number of trees need to be removed at this location. In general, DCR has stated that this would be good for all parties. WiValley needs to get written authorization for the specified tree removal and to schedule the tree removal to DCR specifications with a local contractor or approved vendor.

Savoy – Chapel Rd - WiValley needs to schedule a local contractor to perform the needed site work to support the direct bury fiberglass tower as well as the equipment shelter and conduit from the equipment shelter to the nearest utility pole. The plans for this construction need to be reviewed and approved by the Savoy Select Board.

Once WiValley is given the approvals for the above sites from each town select board, this project is expected to take 6 weeks to complete with a goal to have a sufficient number of customers connected for performance testing before October 15th.

Project Deliverables

Infrastructure

In Phase I, WiValley will complete the construction of the FHMS Core POP off of Chapel Rd, have installed all equipment at the DCR tower on Borden Mt, and have installed all three of the utility poles with associated power and battery backup.

Customers and customer premise access to service

Attachment A identifies a total of 382 homes passed in Phase I from equipment installed at the 5 proposed transmitter sites. While these homes are reachable in Phase I, the sites in Phase I will be optimized in later phases in order to properly balance the customer loading per sector, to maintain the proposed network performance and customer experience. As such, sites such as Borden Mt and Chapel Rd will be deployed with less than full capacity. WiValley reserves the right



to select from the list of passed homes identified in Attachment A and respond on a first come, first serve basis for customers signing up for service up to a total of 150 premise locations in Phase I

Of the 150 locations where service will be available, WiValley expects to connect a minimum of 20% or 30 new customers in order for Phase I and to have met the proposed performance standard and for this phase to be signed off as being complete.

Summary of Addresses of customers that can be reached in Phase I sorted by Town, transmitter site and predicted speed

Site	Description	Florida			Hawley			Monroe			Savoy						
		Total Customers	Predicted Speed			Total Customers	Predicted Speed			Total Customers	Predicted Speed			Total Customers	Predicted Speed		
			25/3 Mbps	Above 25/3 Mbps	Less than 25/3 Mbps		25/3 Mbps	Above 25/3 Mbps	Less than 25/3 Mbps		25/3 Mbps	Above 25/3 Mbps	Less than 25/3 Mbps		25/3 Mbps	Above 25/3 Mbps	Less than 25/3 Mbps
MA-SAV-CHA	Chapel & Loop				4	4		1			1	62	43	19			
MA-SAV-BOR	Borden Mt Fire Tower	78	78		5	4	1	15	14		1	105	103	2			
MA-SAV-MWL	Main within Loop											3	3				
MA-FLO-OLE	Oleson Rd	72	39	33													
MA-HAW-WHR	West Hill Rd				12	12						25	25				
Totals		150	117	33	21	20	1	16	14		2	195	174	19			
Phase I Access to Service		Florida			Hawley			Monroe			Savoy						
		50			16			0			84						

Internet Speeds

The table above also identifies the predicted speeds for the homes past in phase I. WiValley’s Proposal identifies that of the 96% of the homes we plan to cover 75% of the homes will be connected at speeds of at least 25/3 Mbps and up to 25% of the homes could have speeds of 12/2 Mbps. The table above predicts that 98% of the homes passed will be capable of speeds of 25/3 Mbps.

The speed performance standard in this scope of work for phase I and for the subsequent phases will maintain the 75% / 25% ratio that has been a constant in our proposal. This 75% / 25% ratio is also applicable within each of the towns. It is our goal to deliver the highest speeds and network performance to each resident, and as the table above represents, our efforts will be to perform above the standards as set forth in our agreements.

Performance Metrics

It is agreed that WiValley, Otelco and the towns of Florida, Hawley, Monroe and Savoy will adopt the performance standards and testing procedures as specified by the Federal Government for CAF II Programs and specifically for fixed wireless technologies as presented in WC Docket No 10-90 DA 18-710 adopted July 6, 2018.

DA 18-710 will be incorporated by reference in this project scope for the purpose of defining the performance and testing specifications that will be used by the OPM (Owners Project Manager) and the towns to verify the completion of Phase I construction.

Address	band	Serving AP	Unit lat	Unit long	AP Bearing	km.	town	Speed
605 ADAMS ROAD S	900	Borden Mtn. Tower S	42.60667	-73.04278	297	1.37	S	25
622 ADAMS ROAD S	900	Borden Mtn. Tower S	42.60806	-73.04417	300	1.55	S	25
662 ADAMS ROAD S	3.5G	Borden Mtn. Tower S	42.60889	-73.04778	298	1.85	S	25
691 ADAMS ROAD S	3.5G	Borden Mtn. Tower S	42.60833	-73.04833	296	1.86	S	25
742 ADAMS ROAD S	900	Borden Mtn. Tower S	42.6125	-73.05028	305	2.23	S	25
869 ADAMS ROAD S	900	Borden Mtn. Tower S	42.61639	-73.05806	304	3.00	S	25
919 ADAMS ROAD S	900	Borden Mtn. Tower S	42.61667	-73.06333	301	3.39	S	25
933 ADAMS ROAD S	900w	Borden Mtn. Tower S	42.6175	-73.06472	301	3.53	S	12
16 BARNARD ROAD S	3.5G	Borden Mtn. Tower S	42.58833	-72.99222	116	3.24	S	25
19 BARNARD ROAD S	3.5G	Chapel nr Loop S	42.59	-72.99194	7	2.49	S	25
31 BARNARD ROAD S	3.5G	Borden Mtn. Tower S	42.58889	-72.99083	114	3.32	S	25
51 BARNARD ROAD S	3.5G	Borden Mtn. Tower S	42.58889	-72.98833	113	3.50	S	25
61 BARNARD ROAD S	3.5G	Borden Mtn. Tower S	42.58889	-72.98944	113	3.42	S	25
62 BARNARD ROAD S	3.5G	Borden Mtn. Tower S	42.58806	-72.98861	114	3.52	S	25
79 BARNARD ROAD S	3.5G	Chapel nr Loop S	42.59083	-72.98083	25	2.83	S	25
93 BARNARD ROAD S	900	Borden Mtn. Tower S	42.59028	-72.98556	109	3.66	S	25
95 BARNARD ROAD S	3.5G	Chapel nr Loop S	42.59111	-72.97972	27	2.90	S	25
9 BLACK BROOK ROAD S	900	Borden Mtn. Tower S	42.60639	-72.99389	78	2.84	S	25
26 BLACK BROOK ROAD S	5G	Borden Mtn. Tower S	42.60778	-72.99222	76	3.00	S	25
30 BLACK BROOK ROAD S	5G	Borden Mtn. Tower S	42.60778	-72.99333	75	2.91	S	25
156 BLACK BROOK ROAD S	3.5G	Borden Mtn. Tower S	42.61556	-72.99472	59	3.15	S	25
158 BLACK BROOK ROAD S	3.5G	Borden Mtn. Tower S	42.61556	-72.99472	59	3.15	S	25
159 BLACK BROOK ROAD S	3.5G	Borden Mtn. Tower S	42.61639	-72.99528	57	3.16	S	25
259 BLACK BROOK ROAD S	3.5G	Borden Mtn. Tower S	42.6175	-72.98222	64	4.15	S	25
274 BLACK BROOK ROAD S	3.5G	Borden Mtn. Tower S	42.615	-72.98694	65	3.68	S	25
301 BLACK BROOK ROAD S	3.5G	Borden Mtn. Tower S	42.6175	-72.98222	64	4.15	S	25
323 BLACK BROOK ROAD S	3.5G	Borden Mtn. Tower S	42.6175	-72.98222	64	4.15	S	25
359 BLACK BROOK ROAD S	3.5G	Borden Mtn. Tower S	42.6175	-72.98222	64	4.15	S	25
435 BLACK BROOK ROAD S	3.5G	Borden Mtn. Tower S	42.6175	-72.98222	64	4.15	S	25
26A BLACK BROOK ROAD S	5G	Borden Mtn. Tower S	42.60778	-72.99222	76	3.00	S	25
26B BLACK BROOK ROAD S	3.5G	Borden Mtn. Tower S	42.60722	-72.99222	77	2.99	S	25
20 BOG POND ROAD S	5G	Borden Mtn. Tower S	42.64361	-73.0325	355	4.74	S	25
51 BOG POND ROAD S	900	Borden Mtn. Tower S	42.645	-73.02944	358	4.88	S	25
13 BRIER ROAD S	3.5G	Borden Mtn. Tower S	42.60583	-72.99222	80	2.96	S	25
25 BRIER ROAD S	5G	Borden Mtn. Tower S	42.60556	-72.99083	81	3.06	S	25
53 BRIER ROAD S	3.5G	Borden Mtn. Tower S	42.60556	-72.98861	81	3.24	S	25
67 BRIER ROAD S	3.5G	Borden Mtn. Tower S	42.60528	-72.98722	82	3.35	S	25
78 BRIER ROAD S	3.5G	Borden Mtn. Tower S	42.605	-72.98639	83	3.42	S	25
127 BRIER ROAD S	3.5G	Borden Mtn. Tower S	42.60694	-72.98222	80	3.78	S	25
130 BRIER ROAD S	3.5G	Borden Mtn. Tower S	42.60667	-72.98139	81	3.85	S	25
142 BRIER ROAD S	3.5G	Borden Mtn. Tower S	42.60556	-72.98139	83	3.83	S	25
148 BRIER ROAD S	5G	Borden Mtn. Tower S	42.60694	-72.98056	80	3.92	S	25
0 BURNETT ROAD S	5G	Borden Mtn. Tower S	42.62778	-73.04889	330	3.43	S	25
18 BURNETT ROAD S	3.5G	Borden Mtn. Tower S	42.62028	-73.05333	316	2.99	S	25
67 BURNETT ROAD S	5G	Borden Mtn. Tower S	42.62222	-73.05389	318	3.17	S	25
115 BURNETT ROAD S	5G	Borden Mtn. Tower S	42.62667	-73.05361	323	3.54	S	25
95 CENTER ROAD S	3.5G	Borden Mtn. Tower S	42.57222	-73.03667	193	3.29	S	25
405 CENTER ROAD S	3.5G	Borden Mtn. Tower S	42.59278	-73.04222	232	1.50	S	25
423 CENTER ROAD S	3.5G	Borden Mtn. Tower S	42.59389	-73.04222	236	1.43	S	25
435 CENTER ROAD S	5G	Borden Mtn. Tower S	42.59472	-73.0425	239	1.40	S	25
441 CENTER ROAD S	5G	Borden Mtn. Tower S	42.59528	-73.04278	242	1.39	S	25
450 CENTER ROAD S	5G	Borden Mtn. Tower S	42.59583	-73.0425	244	1.34	S	25
465 CENTER ROAD S	3.5G	Borden Mtn. Tower S	42.59472	-73.04944	248	1.91	S	25
467 CENTER ROAD S	5G	Borden Mtn. Tower S	42.59639	-73.04444	249	1.46	S	25
475 CENTER ROAD S	3.5G	Borden Mtn. Tower S	42.59722	-73.04361	252	1.37	S	25
503 CENTER ROAD S	3.5G	Borden Mtn. Tower S	42.6	-73.04472	265	1.39	S	25
515 CENTER ROAD S	900	Borden Mtn. Tower S	42.60056	-73.04333	267	1.27	S	25
523 CENTER ROAD S	900w	Borden Mtn. Tower S	42.60083	-73.04278	269	1.23	S	12
525 CENTER ROAD S	900	Borden Mtn. Tower S	42.60111	-73.04306	270	1.25	S	25

Address	band	Serving AP	Unit lat	Unit long	AP Bearing	km.	town	Speed
17 CHAPEL ROAD S	5G	Chapel nr Loop S	42.56889	-72.99611	340	0.13	S	50
26 CHAPEL ROAD SCH S	5G	Chapel nr Loop S	42.56944	-72.99528	7	0.19	S	50
47 CHAPEL ROAD S	5G	Chapel nr Loop S	42.57056	-72.99694	340	0.33	S	50
53 CHAPEL ROAD S	3.5G	Chapel nr Loop S	42.57139	-72.99806	333	0.45	S	25
58 CHAPEL ROAD S	5G	Chapel nr Loop S	42.57194	-72.99639	352	0.47	S	50
78 CHAPEL ROAD S	3.5G	West Hill Rd. H	42.57278	-72.99722	249	3.72	S	25
85 CHAPEL ROAD S	5G	Borden Mtn. Tower S	42.5725	-72.99833	143	3.99	S	25
96 CHAPEL ROAD S	5G	Chapel nr Loop S	42.57389	-72.99861	340	0.72	S	25
105 CHAPEL ROAD S	3.5G	Chapel nr Loop S	42.57417	-73.00056	330	0.82	S	25
112 CHAPEL ROAD S	3.5G	West Hill Rd. H	42.575	-72.99917	253	3.80	S	25
138 CHAPEL ROAD S	3.5G	West Hill Rd. H	42.57583	-73.00028	255	3.86	S	25
147 CHAPEL ROAD S	3.5G	West Hill Rd. H	42.575	-73.00278	255	4.08	S	25
156 CHAPEL ROAD S	3.5G	West Hill Rd. H	42.57639	-73.00028	256	3.84	S	25
177 CHAPEL ROAD S	3.5G	West Hill Rd. H	42.57806	-73.00333	259	4.05	S	25
196 CHAPEL ROAD S	3.5G	Borden Mtn. Tower S	42.57833	-73.00167	140	3.31	S	25
204 CHAPEL ROAD S	3.5G	West Hill Rd. H	42.57944	-72.99972	261	3.73	S	25
227 CHAPEL ROAD S	3.5G	Borden Mtn. Tower S	42.58111	-73.00167	136	3.08	S	25
243 CHAPEL ROAD S	3.5G	West Hill Rd. H	42.58194	-73.00194	265	3.88	S	25
266 CHAPEL ROAD S	3.5G	Borden Mtn. Tower S	42.58333	-73.00167	133	2.91	S	25
390 CHAPEL ROAD S	900	Borden Mtn. Tower S	42.58778	-72.99722	121	2.91	S	25
397 CHAPEL ROAD S	3.5G	Chapel nr Loop S	42.58833	-72.99722	357	2.29	S	25
403 CHAPEL ROAD S	3.5G	Chapel nr Loop S	42.58861	-72.99639	358	2.32	S	25
406 CHAPEL ROAD S	3.5G	Borden Mtn. Tower S	42.58806	-72.99639	119	2.95	S	25
407 CHAPEL ROAD S	3.5G	Chapel nr Loop S	42.58861	-72.99639	358	2.32	S	25
451 CHAPEL ROAD S	3.5G	Chapel nr Loop S	42.59056	-72.99389	3	2.54	S	25
464 CHAPEL ROAD S	3.5G	Chapel nr Loop S	42.59	-72.99194	7	2.49	S	25
498 CHAPEL ROAD S	3.5G	Borden Mtn. Tower S	42.59389	-72.9925	106	3.00	S	25
511 CHAPEL ROAD S	3.5G	Chapel nr Loop S	42.595	-72.99611	359	3.03	S	25
514 CHAPEL ROAD S	5G	Borden Mtn. Tower S	42.595	-72.99278	103	2.94	S	25
561 CHAPEL ROAD S	3.5G	Borden Mtn. Tower S	42.5975	-72.99333	98	2.85	S	25
562 CHAPEL ROAD S	3.5G	Borden Mtn. Tower S	42.5975	-72.99167	98	2.98	S	25
564 CHAPEL ROAD S	3.5G	Borden Mtn. Tower S	42.59806	-72.99194	97	2.95	S	25
651 CHAPEL ROAD S	3.5G	Borden Mtn. Tower S	42.60389	-72.99472	83	2.72	S	25
672 CHAPEL ROAD S	3.5G	Borden Mtn. Tower S	42.60472	-72.99278	82	2.89	S	25
217B DALTON ROAD S	3.5G	Borden Mtn. Tower S	42.55611	-73.05056	200	5.34	S	25
0 FLORIDA ROAD S	900	Borden Mtn. Tower S	42.64472	-73.04361	345	5.02	S	25
64 FLORIDA ROAD S	3.5G	Borden Mtn. Tower S	42.6325	-73.04194	342	3.68	S	25
84 FLORIDA ROAD S	5G	Borden Mtn. Tower S	42.63194	-73.04194	341	3.62	S	25
141 GRIFFIN HILL ROA S	3.5G	Chapel nr Loop S	42.55417	-73.02944	241	3.16	S	25
142 GRIFFIN HILL ROA S	5G	Chapel nr Loop S	42.55167	-73.03306	240	3.56	S	25
44 HARRINGTON ROAD S	3.5G	Borden Mtn. Tower S	42.5775	-73.07056	233	4.38	S	25
0 HARWOOD ROAD S	3.5G	Chapel nr Loop S	42.59083	-72.98083	25	2.83	S	25
59 HARWOOD ROAD S	3.5G	Borden Mtn. Tower S	42.60861	-72.97583	79	4.33	S	25
101 HARWOOD ROAD S	3.5G	Borden Mtn. Tower S	42.60806	-72.97167	80	4.66	S	25
2 HASKINS ROAD S	WS	Chapel nr Loop S	42.56889	-73.0025	282	0.58	S	25
3 HASKINS ROAD S	5G	Chapel nr Loop S	42.56778	-73.00306	270	0.61	S	25
10 HASKINS ROAD S	3.5G	Chapel nr Loop S	42.56833	-73.00389	275	0.69	S	25
20 HASKINS ROAD S	3.5G	Chapel nr Loop S	42.56833	-73.00472	275	0.75	S	25
52 HASKINS ROAD S	5G	Chapel nr Loop S	42.56917	-73.00722	279	0.97	S	25
60 HASKINS ROAD S	5G	Chapel nr Loop S	42.56889	-73.00833	277	1.05	S	25
70 HASKINS ROAD S	5G	Chapel nr Loop S	42.56889	-73.00917	276	1.12	S	25
20 HAWLEY ROAD S	3.5G	Chapel nr Loop S	42.57056	-72.99361	27	0.35	S	25
21 HAWLEY ROAD S	5G	Chapel nr Loop S	42.57139	-72.99417	16	0.42	S	25
45 HAWLEY ROAD S	5G	Chapel nr Loop S	42.57222	-72.99222	29	0.56	S	25
46 HAWLEY ROAD S	3.5G	West Hill Rd. H	42.57167	-72.99167	244	3.36	S	25
53 HAWLEY ROAD S	3.5G	West Hill Rd. H	42.57361	-72.99167	248	3.27	S	25
61 HAWLEY ROAD S	3.5G	West Hill Rd. H	42.5725	-72.99083	245	3.25	S	25
71 HAWLEY ROAD S	3.5G	West Hill Rd. H	42.5725	-72.99	245	3.19	S	25
79 HAWLEY ROAD S	3.5G	West Hill Rd. H	42.57222	-72.98889	244	3.12	S	25

Address	band	Serving AP	Unit lat	Unit long	AP Bearing	km.	town	Speed
88 HAWLEY ROAD S	3.5G	West Hill Rd. H	42.57167	-72.98778	242	3.07	S	25
100 HAWLEY ROAD S	3.5G	West Hill Rd. H	42.57194	-72.98694	242	3.00	S	25
118 HAWLEY ROAD S	3.5G	West Hill Rd. H	42.5725	-72.98556	242	2.87	S	25
139 HAWLEY ROAD S	3.5G	West Hill Rd. H	42.57444	-72.98472	245	2.71	S	25
0 HORTON ROAD S	5G	Chapel nr Loop S	42.56389	-72.98972	132	0.64	S	50
30 HORTON ROAD S	5G	Chapel nr Loop S	42.56361	-72.98667	122	0.86	S	25
40 HORTON ROAD S	5G	Chapel nr Loop S	42.56333	-72.98611	123	0.92	S	25
61 HORTON ROAD S	WS	Chapel nr Loop S	42.56556	-72.98556	107	0.86	S	25
70 HORTON ROAD S	3.5G	Chapel nr Loop S	42.5625	-72.98361	121	1.14	S	25
92 HORTON ROAD S	3.5G	Chapel nr Loop S	42.56194	-72.98167	120	1.31	S	25
96 HORTON ROAD S	5G	Chapel nr Loop S	42.56111	-72.98083	122	1.42	S	25
100 HORTON ROAD S	5G	Chapel nr Loop S	42.56167	-72.98	118	1.44	S	50
112 HORTON ROAD S	5G	Chapel nr Loop S	42.56222	-72.97917	115	1.48	S	50
90 HOSFORD ROAD S	900	Borden Mtn. Tower S	42.58611	-73.00861	137	2.29	S	25
96 HOSFORD ROAD S	900	Borden Mtn. Tower S	42.58611	-73.00861	137	2.29	S	25
90A HOSFORD ROAD S	900	Borden Mtn. Tower S	42.58611	-73.00861	137	2.29	S	25
164 JACKSON ROAD S	900	Borden Mtn. Tower S	42.57167	-73.06833	225	4.66	S	25
201 LOOP ROAD S	3.5G	Chapel nr Loop S	42.56861	-73.00083	282	0.44	S	25
245 LOOP ROAD S	3.5G	Chapel nr Loop S	42.56889	-72.99972	290	0.36	S	25
261 LOOP ROAD S	3.5G	Chapel nr Loop S	42.56917	-72.99833	304	0.27	S	25
262 LOOP ROAD S	WS	Chapel nr Loop S	42.5675	-72.99861	263	0.25	S	25
275 LOOP ROAD S	5G	Chapel nr Loop S	42.56806	-72.99639	294	0.07	S	50
286 LOOP ROAD S	5G	Chapel nr Loop S	42.56722	-72.99611	216	0.08	S	50
307 LOOP ROAD S	5G	Chapel nr Loop S	42.5675	-72.99417	105	0.12	S	50
309 LOOP ROAD S	5G	Chapel nr Loop S	42.56778	-72.99361	90	0.16	S	50
312 LOOP ROAD S	5G	Chapel nr Loop S	42.56639	-72.99417	144	0.19	S	50
313 LOOP ROAD S	5G	Chapel nr Loop S	42.56833	-72.99278	75	0.24	S	50
316 LOOP ROAD S	5G	Chapel nr Loop S	42.56639	-72.99333	130	0.24	S	50
331 LOOP ROAD S	5G	Chapel nr Loop S	42.56722	-72.99167	101	0.32	S	50
358 LOOP ROAD S	5G	Chapel nr Loop S	42.56528	-72.99083	126	0.48	S	50
369 LOOP ROAD S	5G	Chapel nr Loop S	42.565	-72.98944	122	0.59	S	50
382 LOOP ROAD S	5G	Chapel nr Loop S	42.56389	-72.99028	135	0.61	S	50
389 LOOP ROAD S	5G	Chapel nr Loop S	42.56306	-72.98972	138	0.71	S	50
398 LOOP ROAD S	3.5G	West Hill Rd. H	42.56306	-72.99222	232	3.90	S	25
412 LOOP ROAD S	5G	Chapel nr Loop S	42.56194	-72.99083	149	0.76	S	25
461 LOOP ROAD S	3.5G	Chapel nr Loop S	42.55861	-72.98861	151	1.17	S	25
497 LOOP ROAD S	3.5G	Chapel nr Loop S	42.55639	-72.98722	152	1.44	S	25
500 LOOP ROAD S	900	Borden Mtn. Tower S	42.55639	-72.98889	147	5.90	S	25
521 LOOP ROAD S	3.5G	Borden Mtn. Tower S	42.55222	-72.98472	147	6.48	S	25
532 LOOP ROAD S	900	Main within Loop S	42.55417	-72.98806	94	1.46	S	25
569 LOOP ROAD S	900	Main within Loop S	42.55167	-72.98611	103	1.66	S	25
410 MAIN ROAD S	900	Borden Mtn. Tower S	42.57472	-73.04861	210	3.39	S	25
1204 MAIN ROAD S	3.5G	Borden Mtn. Tower S	42.5475	-72.98778	151	6.80	S	25
20 NEW STATE ROAD S	3.5G	Borden Mtn. Tower S	42.64389	-73.03278	355	4.77	S	25
148 NEW STATE ROAD S	5G	Borden Mtn. Tower S	42.63389	-73.035	351	3.69	S	25
469 NEW STATE ROAD S	5G	Borden Mtn. Tower S	42.63333	-73.02833	359	3.58	S	25
486 NEW STATE ROAD S	5G	Borden Mtn. Tower S	42.63444	-73.02833	359	3.71	S	25
565 NEW STATE ROAD S	900	Borden Mtn. Tower S	42.64472	-73.04361	345	5.02	S	25
74 OLD MAIN ROAD S	5G	Borden Mtn. Tower S	42.56778	-73.03639	191	3.77	S	25
279 OLD MAIN ROAD S	900	Main within Loop S	42.55361	-72.99944	106	0.55	S	25
0 ROUTE 116 S	900	Borden Mtn. Tower S	42.57472	-73.04861	210	3.39	S	25
0 ROUTE 2 S	900	Borden Mtn. Tower S	42.57167	-73.06833	225	4.66	S	25
32 SCOTT ROAD S	WS	Chapel nr Loop S	42.58694	-72.98861	15	2.21	S	25
50 SCOTT ROAD S	3.5G	Chapel nr Loop S	42.58556	-72.98889	15	2.05	S	25
64 SCOTT ROAD S	3.5G	Chapel nr Loop S	42.58389	-72.98861	18	1.88	S	25
16 TANNERY ROAD S	3.5G	Borden Mtn. Tower S	42.61472	-72.99778	58	2.88	S	25
42 TANNERY ROAD S	5G	Borden Mtn. Tower S	42.61556	-72.99972	55	2.80	S	25
8 TILTON ROAD S	5G	Borden Mtn. Tower S	42.58028	-73.00194	138	3.14	S	25
21 TILTON ROAD S	5G	Chapel nr Loop S	42.58	-73.00306	336	1.49	S	25

Address	band	Serving AP	Unit lat	Unit long	AP Bearing	km.	town	Speed
24 TILTON ROAD S	5G	Chapel nr Loop S	42.58056	-73.00333	336	1.56	S	25
27 TILTON ROAD S	3.5G	West Hill Rd. H	42.58	-73.00389	263	4.06	S	25
43 TILTON ROAD S	5G	Borden Mtn. Tower S	42.58028	-73.005	141	2.97	S	25
44 TILTON ROAD S	5G	Borden Mtn. Tower S	42.58083	-73.00528	141	2.91	S	25
70 TILTON ROAD S	3.5G	West Hill Rd. H	42.58139	-73.00833	265	4.40	S	25
90 TILTON ROAD S	3.5G	West Hill Rd. H	42.58139	-73.00972	265	4.52	S	25
92 TILTON ROAD S	3.5G	West Hill Rd. H	42.58	-73.00972	263	4.53	S	25
171 WINDSOR ROAD S	3.5G	Borden Mtn. Tower S	42.55917	-73.04417	196	4.85	S	25
174 WINDSOR ROAD S	3.5G	Borden Mtn. Tower S	42.55917	-73.04611	198	4.90	S	25
181 WINDSOR ROAD S	3.5G	Borden Mtn. Tower S	42.55861	-73.04417	196	4.91	S	25
189 WINDSOR ROAD S	3.5G	Borden Mtn. Tower S	42.55806	-73.04472	196	4.98	S	25
191 WINDSOR ROAD S	3.5G	Borden Mtn. Tower S	42.5575	-73.04417	195	5.03	S	25
194 WINDSOR ROAD S	3.5G	Borden Mtn. Tower S	42.5575	-73.04611	197	5.08	S	25
205 WINDSOR ROAD S	900	Borden Mtn. Tower S	42.55611	-73.04139	193	5.13	S	25
215 WINDSOR ROAD S	3.5G	Borden Mtn. Tower S	42.55556	-73.0425	193	5.21	S	25
216 WINDSOR ROAD S	3.5G	Borden Mtn. Tower S	42.55611	-73.04611	197	5.22	S	25
250 WINDSOR ROAD S	900	Borden Mtn. Tower S	42.55417	-73.04583	196	5.43	S	25
261 WINDSOR ROAD S	3.5G	Borden Mtn. Tower S	42.55361	-73.0425	193	5.42	S	25
4 BLACKSTONE ROAD F	3.5G	Borden Mtn. Tower S	42.69528	-73.04889	351	10.61	F	25
8 BLACKSTONE ROAD F	3.5G	Borden Mtn. Tower S	42.69611	-73.04917	351	10.71	F	25
14 BLACKSTONE ROAD F	3.5G	Borden Mtn. Tower S	42.69667	-73.04889	351	10.76	F	25
41 BLACKSTONE ROAD F	3.5G	Borden Mtn. Tower S	42.70167	-73.04806	352	11.30	F	25
48 BLACKSTONE ROAD F	900	Borden Mtn. Tower S	42.70194	-73.04694	352	11.32	F	25
51 BLACKSTONE ROAD F	WS	Oleson & Ncounty F	42.70278	-73.04778	316	1.54	F	25
58 BLACKSTONE ROAD F	3.5G	Borden Mtn. Tower S	42.70333	-73.04694	352	11.47	F	25
60 BLACKSTONE ROAD F	3.5G	Borden Mtn. Tower S	42.70361	-73.04667	352	11.50	F	25
80 BLACKSTONE ROAD F	3.5G	Oleson & Ncounty F	42.70694	-73.04528	331	1.80	F	25
82 BLACKSTONE ROAD F	3.5G	Oleson & Ncounty F	42.70778	-73.04472	334	1.86	F	25
103 BLACKSTONE ROAD F	5G	Oleson & Ncounty F	42.70972	-73.03972	348	1.93	F	25
130 BLACKSTONE ROAD F	3.5G	Oleson & Ncounty F	42.70806	-73.03361	3	1.70	F	25
17 CENTRAL SHAFT ROA F	3.5G	Borden Mtn. Tower S	42.69167	-73.05167	349	10.26	F	25
23 CENTRAL SHAFT ROA F	3.5G	Borden Mtn. Tower S	42.69139	-73.05111	349	10.22	F	25
33 CENTRAL SHAFT ROA F	3.5G	Borden Mtn. Tower S	42.69028	-73.04972	350	10.08	F	25
37 CENTRAL SHAFT ROA F	3.5G	Borden Mtn. Tower S	42.68972	-73.04917	350	10.01	F	25
41 CENTRAL SHAFT ROA F	3.5G	Borden Mtn. Tower S	42.68944	-73.04889	350	9.97	F	25
141 CENTRAL SHAFT RO F	3.5G	Borden Mtn. Tower S	42.69139	-73.04944	350	10.19	F	25
170 CENTRAL SHAFT RO F	5G	Borden Mtn. Tower S	42.66861	-73.04722	348	7.67	F	25
190 CENTRAL SHAFT RO F	3.5G	Borden Mtn. Tower S	42.66667	-73.04361	350	7.40	F	25
199 CENTRAL SHAFT RO F	3.5G	Borden Mtn. Tower S	42.66722	-73.04361	350	7.46	F	25
203 CENTRAL SHAFT RO F	3.5G	Borden Mtn. Tower S	42.66694	-73.04306	350	7.43	F	25
345 CENTRAL SHAFT RO F	3.5G	Borden Mtn. Tower S	42.64917	-73.04639	344	5.56	F	25
64 CHURCH ROAD F	3.5G	Borden Mtn. Tower S	42.66556	-73.01361	9	7.26	F	25
71 CHURCH ROAD F	3.5G	Borden Mtn. Tower S	42.66556	-73.01194	10	7.28	F	25
78 CHURCH ROAD F	3.5G	Borden Mtn. Tower S	42.66333	-73.01278	10	7.03	F	25
119 CHURCH ROAD F	3.5G	Borden Mtn. Tower S	42.66056	-73.01222	11	6.73	F	25
125 CHURCH ROAD F	3.5G	Borden Mtn. Tower S	42.66	-73.0125	11	6.67	F	25
137 CHURCH ROAD F	3.5G	Borden Mtn. Tower S	42.65861	-73.01139	12	6.53	F	25
27 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.69417	-73.05361	348	10.56	F	25
43 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.69389	-73.05139	349	10.50	F	25
60 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.69333	-73.04972	350	10.41	F	25
64 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.69389	-73.04944	350	10.47	F	25
71 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.04694	286	1.04	F	25
73 MOHAWK TRAIL F	3.5G	Oleson & Ncounty F	42.69528	-73.04611	287	0.97	F	25
79 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.04528	288	0.91	F	25
82 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.69444	-73.04694	351	10.50	F	25
83 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.04472	289	0.86	F	25
91 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.04333	292	0.76	F	50
100 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69444	-73.04278	286	0.68	F	25
103 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69556	-73.04083	302	0.59	F	50

Address	band	Serving AP	Unit lat	Unit long	AP Bearing	km.	town	Speed
110 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69472	-73.04	297	0.48	F	25
113 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.03889	309	0.44	F	25
116 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69444	-73.03861	300	0.37	F	25
119 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.03806	316	0.39	F	50
121 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.03806	316	0.39	F	50
123 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.03722	324	0.34	F	25
124 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69472	-73.03694	320	0.28	F	25
137 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69472	-73.03556	343	0.23	F	25
139 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.035	355	0.28	F	50
141 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.03417	9	0.28	F	50
147 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.03306	26	0.31	F	50
148 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69444	-73.03306	36	0.23	F	50
153 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.03222	36	0.34	F	50
157 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69556	-73.03194	36	0.38	F	25
163 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.03083	49	0.42	F	25
168 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69444	-73.03	64	0.43	F	25
169 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.695	-73.02972	59	0.48	F	50
175 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69472	-73.02889	66	0.52	F	50
179 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69472	-73.02833	68	0.57	F	25
181 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69417	-73.02778	75	0.59	F	25
187 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69361	-73.02694	82	0.64	F	25
197 MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69389	-73.02528	81	0.78	F	25
403 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.66361	-73.00694	14	7.16	F	25
407 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.66278	-73.00583	15	7.09	F	25
463 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.65528	-72.99833	22	6.49	F	25
477 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.65278	-72.99806	23	6.24	F	25
480 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.65556	-73.00111	20	6.44	F	25
481 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.6525	-72.99778	23	6.22	F	25
485 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.65222	-72.9975	24	6.20	F	25
486 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.65472	-73.00028	21	6.37	F	25
494 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.65417	-72.99972	21	6.33	F	25
498 MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.65333	-72.99972	22	6.24	F	25
82A MOHAWK TRAIL F	3.5G	Borden Mtn. Tower S	42.69444	-73.04694	351	10.50	F	25
91A MOHAWK TRAIL F	5G	Oleson & Ncounty F	42.69528	-73.04333	292	0.76	F	50
18 NORTH COUNTY ROAD F	5G	Oleson & Ncounty F	42.69444	-73.04278	286	0.68	F	25
20 NORTH COUNTY ROAD F	5G	Oleson & Ncounty F	42.69444	-73.04278	286	0.68	F	25
28 NORTH COUNTY ROAD F	5G	Oleson & Ncounty F	42.69444	-73.04194	287	0.62	F	50
29 NORTH COUNTY ROAD F	3.5G	Borden Mtn. Tower S	42.695	-73.04833	351	10.57	F	25
55 NORTH COUNTY ROAD F	5G	Oleson & Ncounty F	42.69389	-73.03806	294	0.30	F	25
57 NORTH COUNTY ROAD F	5G	Oleson & Ncounty F	42.69361	-73.03694	297	0.20	F	50
60 NORTH COUNTY ROAD F	5G	Oleson & Ncounty F	42.69333	-73.03694	289	0.19	F	50
64 NORTH COUNTY ROAD F	5G	Oleson & Ncounty F	42.69306	-73.03583	289	0.10	F	50
65 NORTH COUNTY ROAD F	5G	Oleson & Ncounty F	42.69361	-73.03667	300	0.18	F	50
68 NORTH COUNTY ROAD F	5G	Oleson & Ncounty F	42.69306	-73.03639	283	0.14	F	50
69 NORTH COUNTY ROAD F	5G	Oleson & Ncounty F	42.69361	-73.03611	309	0.15	F	50
75 NORTH COUNTY ROAD F	5G	Oleson & Ncounty F	42.69361	-73.03528	334	0.10	F	50
99 NORTH COUNTY ROAD F	5G	Oleson & Ncounty F	42.69361	-73.03139	71	0.29	F	25
106 NORTH COUNTY ROAD F	3.5G	Borden Mtn. Tower S	42.69278	-73.02889	359	10.19	F	25
108 NORTH COUNTY ROAD F	3.5G	Borden Mtn. Tower S	42.69333	-73.02806	360	10.25	F	25
3 OLESON ROAD F	5G	Oleson & Ncounty F	42.69444	-73.03444	7	0.19	F	50
5 OLESON ROAD F	5G	Oleson & Ncounty F	42.69389	-73.03444	10	0.13	F	50
9 OLESON ROAD F	5G	Oleson & Ncounty F	42.69333	-73.03444	20	0.07	F	50
38 OLESON ROAD F	3.5G	Borden Mtn. Tower S	42.68722	-73.03667	356	9.60	F	25
70 OLESON ROAD F	3.5G	Borden Mtn. Tower S	42.68306	-73.03611	356	9.14	F	25
24 PHELPS ROAD F	3.5G	Borden Mtn. Tower S	42.6925	-73.04528	352	10.26	F	25
28 PHELPS ROAD F	3.5G	Borden Mtn. Tower S	42.69222	-73.04611	352	10.24	F	25
30 PHELPS ROAD F	3.5G	Borden Mtn. Tower S	42.69167	-73.04639	351	10.18	F	25
31 PHELPS ROAD F	3.5G	Borden Mtn. Tower S	42.69111	-73.04639	351	10.12	F	25
9 SOUTH COUNTY ROAD F	3.5G	Borden Mtn. Tower S	42.66694	-73.04222	351	7.42	F	25

Address	band	Serving AP	Unit lat	Unit long	AP Bearing	km.	town	Speed
176 SOUTH COUNTY ROA F	3.5G	Borden Mtn. Tower S	42.65639	-73.01167	12	6.29	F	25
179 SOUTH COUNTY ROA F	5G	Borden Mtn. Tower S	42.65583	-73.00972	14	6.26	F	25
182 SOUTH COUNTY ROA F	3.5G	Borden Mtn. Tower S	42.65556	-73.01111	13	6.21	F	25
185 SOUTH COUNTY ROA F	5G	Borden Mtn. Tower S	42.65444	-73.00944	14	6.12	F	25
186 SOUTH COUNTY ROA F	3.5G	Borden Mtn. Tower S	42.655	-73.01056	13	6.16	F	25
209 SOUTH COUNTY ROA F	3.5G	Borden Mtn. Tower S	42.6525	-73.00444	18	6.02	F	25
223 SOUTH COUNTY ROA F	5G	Borden Mtn. Tower S	42.65194	-73.00194	20	6.03	F	25
241 SOUTH COUNTY ROA F	3.5G	Borden Mtn. Tower S	42.6525	-72.99972	22	6.16	F	25
247 SOUTH COUNTY ROA F	5G	Borden Mtn. Tower S	42.65194	-72.99583	25	6.23	F	25
253 SOUTH COUNTY ROA F	5G	Borden Mtn. Tower S	42.65167	-72.99528	25	6.22	F	25
254 SOUTH COUNTY ROA F	3.5G	Borden Mtn. Tower S	42.65167	-72.99806	23	6.12	F	25
263 SOUTH COUNTY ROA F	3.5G	Borden Mtn. Tower S	42.65111	-72.99333	27	6.23	F	25
274 SOUTH COUNTY ROA F	3.5G	Borden Mtn. Tower S	42.64917	-72.98917	31	6.21	F	25
278 SOUTH COUNTY ROA F	3.5G	Borden Mtn. Tower S	42.64889	-72.98917	31	6.18	F	25
282 SOUTH COUNTY ROA F	3.5G	Borden Mtn. Tower S	42.64944	-72.98806	31	6.28	F	25
297 SOUTH COUNTY ROA F	5G	Borden Mtn. Tower S	42.65	-72.98694	32	6.38	F	25
2 SOUTH STREET F	3.5G	Borden Mtn. Tower S	42.65139	-73	22	6.03	F	25
20 SOUTH STREET F	3.5G	Borden Mtn. Tower S	42.64889	-73	23	5.78	F	25
22 SOUTH STREET F	3.5G	Borden Mtn. Tower S	42.64833	-72.99972	24	5.73	F	25
28 SOUTH STREET F	3.5G	Borden Mtn. Tower S	42.64778	-72.99944	24	5.68	F	25
29 SOUTH STREET F	3.5G	Borden Mtn. Tower S	42.64611	-72.99806	26	5.56	F	25
36 SOUTH STREET F	3.5G	Borden Mtn. Tower S	42.64639	-72.99917	25	5.55	F	25
37 SOUTH STREET F	3.5G	Borden Mtn. Tower S	42.64528	-72.9975	27	5.50	F	25
56 SOUTH STREET F	5G	Borden Mtn. Tower S	42.64222	-72.99694	29	5.22	F	25
65 SOUTH STREET F	5G	Borden Mtn. Tower S	42.64028	-72.99528	31	5.10	F	25
70 SOUTH STREET F	3.5G	Borden Mtn. Tower S	42.64056	-72.99611	31	5.09	F	25
72 SOUTH STREET F	3.5G	Borden Mtn. Tower S	42.64028	-72.99611	31	5.07	F	25
78 SOUTH STREET F	5G	Borden Mtn. Tower S	42.64028	-72.99472	32	5.13	F	25
5 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.69583	-73.03472	0	0.34	F	50
10 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.69639	-73.03417	6	0.40	F	50
11 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.69639	-73.03472	0	0.40	F	50
14 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.69667	-73.03389	9	0.44	F	50
15 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.69694	-73.03472	0	0.46	F	50
17 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.69722	-73.03472	0	0.49	F	25
18 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.69722	-73.03389	8	0.50	F	50
22 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.69833	-73.03389	6	0.62	F	50
29 TILDA HILL ROAD F	3.5G	Oleson & Ncounty F	42.69944	-73.03444	2	0.74	F	25
32 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.69944	-73.03389	5	0.74	F	50
38 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.70028	-73.03389	5	0.84	F	25
40 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.70056	-73.03389	5	0.87	F	25
42 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.70083	-73.03361	6	0.90	F	50
53 TILDA HILL ROAD F	3.5G	Oleson & Ncounty F	42.70278	-73.03389	4	1.11	F	25
58 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.70222	-73.03333	6	1.06	F	25
85 TILDA HILL ROAD F	3.5G	Oleson & Ncounty F	42.70806	-73.03194	8	1.71	F	25
92 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.70833	-73.03139	9	1.75	F	50
121 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.71472	-73.03194	5	2.45	F	25
124 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.71361	-73.03111	7	2.34	F	25
132 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.71417	-73.03	9	2.41	F	25
135 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.71611	-73.03222	5	2.60	F	25
138 TILDA HILL ROAD F	5G	Oleson & Ncounty F	42.71722	-73.03111	6	2.73	F	25
0 DAVIS ROAD M	900	Borden Mtn. Tower S	42.73528	-72.97083	17	15.63	M	25
19 DAVIS ROAD M	900	Borden Mtn. Tower S	42.73528	-72.97083	17	15.63	M	25
31 DAVIS ROAD M	900	Borden Mtn. Tower S	42.73833	-72.97111	17	15.95	M	25
33 DAVIS ROAD M	3.5w	Borden Mtn. Tower S	42.73944	-72.96917	17	16.11	M	12
115 MAIN ROAD M	900	Borden Mtn. Tower S	42.72417	-72.97361	18	14.38	M	25
117 MAIN ROAD M	3.5G	Borden Mtn. Tower S	42.72639	-72.97361	18	14.62	M	25
124 MAIN ROAD M	3.5G	Borden Mtn. Tower S	42.72667	-72.96972	19	14.75	M	25
126 MAIN ROAD M	3.5G	Borden Mtn. Tower S	42.72722	-72.96861	19	14.83	M	25
145 MAIN ROAD M	900	Borden Mtn. Tower S	42.73139	-72.96222	20	15.45	M	25

Address	band	Serving AP	Unit lat	Unit long	AP Bearing	km.	town	Speed
149 MAIN ROAD M	900	Borden Mtn. Tower S	42.73167	-72.96139	20	15.50	M	25
152 MAIN ROAD M	900	Borden Mtn. Tower S	42.73167	-72.96028	21	15.53	M	25
167 MAIN ROAD M	900	Borden Mtn. Tower S	42.73417	-72.95583	22	15.92	M	25
175 MAIN ROAD M	3.5G	Borden Mtn. Tower S	42.73528	-72.95111	23	16.18	M	25
179 MAIN ROAD M	3.5G	Borden Mtn. Tower S	42.73806	-72.95167	22	16.45	M	25
188 MAIN ROAD M	3.5G	Borden Mtn. Tower S	42.73722	-72.94833	23	16.47	M	25
103 NORTH ROAD M	3.5w	Chapel nr Loop S	42.73056	-72.97694	5	18.16	M	12
235 EAST HAWLEY ROAD H	3.5G	West Hill Rd. H	42.57972	-72.88944	96	5.37	H	25
252 EAST HAWLEY ROAD H	3.5G	Borden Mtn. Tower S	42.57778	-72.88639	103	11.86	H	25
254 EAST HAWLEY ROAD H	3.5G	Borden Mtn. Tower S	42.5775	-72.88583	103	11.91	H	25
262 EAST HAWLEY ROAD H	3.5G	Borden Mtn. Tower S	42.57722	-72.88444	103	12.03	H	25
12 FORGE HILL ROAD H	3.5G	West Hill Rd. H	42.59556	-72.92972	60	2.37	H	25
5 FORGET ROAD H	3.5G	West Hill Rd. H	42.58194	-72.89	93	5.31	H	25
0 HAWLEY ROAD H	3.5w	Borden Mtn. Tower S	42.56	-72.85306	108	15.02	H	12
0 HUNT ROAD H	3.5G	Chapel nr Loop S	42.56639	-72.88417	91	9.12	H	25
19 HUNT ROAD H	3.5G	Chapel nr Loop S	42.56639	-72.88389	91	9.15	H	25
133 SOUTH ROAD H	900	Borden Mtn. Tower S	42.54667	-72.91028	122	11.37	H	25
240 WEST HAWLEY ROAD H	3.5G	West Hill Rd. H	42.59111	-72.93639	65	1.66	H	25
247 WEST HAWLEY ROAD H	3.5G	West Hill Rd. H	42.59028	-72.93583	68	1.67	H	25
264 WEST HAWLEY ROAD H	3.5G	West Hill Rd. H	42.58778	-72.93944	75	1.30	H	25
282 WEST HAWLEY ROAD H	3.5G	West Hill Rd. H	42.58472	-72.94194	90	1.05	H	25
325 WEST HAWLEY ROAD H	3.5G	West Hill Rd. H	42.57778	-72.94639	139	1.03	H	25
466 WEST HAWLEY ROAD H	3.5G	West Hill Rd. H	42.55194	-72.94222	164	3.79	H	25
247A WEST HAWLEY ROAD H	3.5G	West Hill Rd. H	42.59028	-72.93583	68	1.67	H	25
0 WEST HILL ROAD H	WS	West Hill Rd. H	42.58917	-72.96528	300	1.00	H	25
7 WEST HILL ROAD H	3.5G	West Hill Rd. H	42.59028	-72.93861	65	1.46	H	25
86 WEST HILL ROAD H	5G	Chapel nr Loop S	42.58583	-72.95694	58	3.75	H	25
91 WEST HILL ROAD H	5G	Chapel nr Loop S	42.58528	-72.95833	57	3.62	H	25

Exhibit C

Form of Grant Agreement Between MassTech and WiValley

Last Mile Broadband Grant Agreement with WiValley, Inc.
MASSACHUSETTS TECHNOLOGY COLLABORATIVE
Last Mile Broadband Grant Agreement with WiValley-MA, Inc.

This GRANT AGREEMENT dated _____, 2018 (this “Agreement”), is between Massachusetts Technology Park Corporation, an independent public instrumentality of the Commonwealth of Massachusetts, established, organized, and existing pursuant to Chapter 40J of the Massachusetts General Laws and doing business as the Massachusetts Technology Collaborative, 75 North Drive, Westborough, MA 01581 (the “Mass Tech Collaborative”) that administers the Massachusetts Broadband Institute (“MBI”) and related Massachusetts Broadband Incentive Fund (the proceeds of which, in whole or in part, are referred to in this Agreement as “MBI Funds”), and WiValley-MA, Inc., a Massachusetts business corporation, 310 Marlboro Street, Keene, NH 03450 (the “Provider”). Mass Tech Collaborative and the Provider is each referred to herein as a “Party” and both are referred to herein as the “Parties.”

WHEREAS, WiValley, Inc., a New Hampshire business corporation (“WiValley Parent”) and parent of the Provider has submitted to MBI a response to MBI’s Notice of Funding Availability No. 2018-MBI-01 (“NOFA”) requesting funding to support the accelerated deployment of broadband access in the towns of Florida, Hawley, Monroe and Savoy, Massachusetts (each a “Town” and together the “Towns”), each an area of the Commonwealth currently designated to be unserved for access to broadband service;

WHEREAS, the Provider will undertake the obligations of WiValley Parent under the NOFA and this Agreement;

WHEREAS, the Mass Tech Collaborative has MBI Funds available to support the accelerated deployment of broadband access in the Towns;

WHEREAS, MBI Funds may be deployed pursuant to MBI policies to support an effort by a municipality to arrange for the design, construction and operation of a broadband network serving the Towns (a “Network”);

WHEREAS, the Mass Tech Collaborative has allocated the following sums to the respective Towns, which reflects the remaining funds available after a separate disbursement of MBI Funds to the Towns to offset expenses for professional technical support and legal fees:

Town	MBI Allocation
1. Florida	\$605,308
2. Hawley	\$491,813
3. Monroe	\$312,112
4. Savoy	\$614,767
TOTALS	\$2,024,000

and

WHEREAS, the Selectboard of each Town has requested that the foregoing allocation amounts be aggregated and disbursed through an aggregated grant directly to the Provider to support the design and construction and operation by the Provider of a regional wireless Network that utilizes MBI fiber on the MassBroadband123 Middle Mile Network (“MB123 Network”) as its primary backhaul and independent licensed microwave links for higher reliability (the “Project”), as described in more detail in the documents, including a Project Schedule and Budget, attached as Attachment 2 (hereinafter the “Project Plan”), subject to the conditions stated herein,

NOW THEREFORE, pursuant to the terms and conditions of this Agreement, the Parties agree as follows:

1. Term and Termination

- a) The effective date of this Agreement shall commence on its execution by both Parties. This

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Agreement shall expire twelve (12) months after the date this Agreement becomes effective,

- b) unless extended by a written amendment to this Agreement signed by both Parties. Notwithstanding the foregoing, the Mass Tech Collaborative's obligations under this Agreement shall be contingent upon (1) approval of the grant award to WiValley by the MBI Board of Directors and the Executive Committee of the Board of Directors of the Mass Tech Collaborative; and (2) the condition that the WiValley Parent executes and delivers to the Mass Tech Collaborative a guaranty of obligations of Provider hereunder in a form and with terms acceptable to the Mass Tech Collaborative. The Mass Tech Collaborative may terminate this Agreement upon thirty (30) days written notice: (1) for a material breach of the Agreement; (2) in the event of loss of availability of sufficient funds for the purposes of this Agreement; (3) in the event of a change of law mandating immediate Mass Tech Collaborative action inconsistent with performing its obligations under this Agreement; or (4) in the event of a material breach or termination of the Network Services Agreement (as defined in Section 3(b)(1)).
- c) Upon termination of this Agreement, the Mass Tech Collaborative's obligation to make grant payments to the Provider shall cease and the Provider shall be ineligible to receive any remaining milestone grant payments for the Project; provided that, in the case of a termination based on the loss of available funding or a change in the law as referenced in Section 1(b) above, the Provider will be entitled to payment for work undertaken and materials purchased or contracted for in such work up to and including the date on which the Provider is notified of such termination, subject to the requirement that the Provider take all reasonable steps to mitigate the amount on any such claim.

2. Performance of the Work

- a) The Provider shall have the obligation to forthwith complete or arrange for the completion of Phase 1 of the Project, upon receipt of written authorization from the Mass Tech Collaborative ("Phase 1 Authorization"). The Mass Tech Collaborative shall issue the authorization for Phase 1 of the Project at such time as the following conditions are satisfied: (i) approval by the Selectboard of each Town of an Action Plan for the Project ("Action Plan") that incorporates a notice to proceed with Phase 1 of the Project and execution of said Action Plan by each Selectboard Chair; (ii) execution by the Selectboard Chair of each Town of an inter-municipal agreement that formalizes the relationship among the Towns during the design, construction and operation of the Network; and (iii) receipt by the Mass Tech Collaborative of a letter signed by the Selectboard Chair of any Town that is the subject of an expression of interest submitted by a private broadband provider under the NOFA after the effective date of the Action Plan, whereby the Town expressly rejects said expression of interest and reaffirms its commitment to proceed with Phase 1 of the Project with the Provider. The fully executed Action Plan shall be attached as Attachment 4 hereto.
- b) Subject to satisfaction of the conditions stated in Section 3(b), the Provider shall complete or arrange for the completion of the balance of the Project in accordance with the terms of this Agreement and the Project Plan, Project Schedule and Project Budget appended as Attachment 2, including all technical requirements thereof.
- c) The Provider agrees that the Project shall result in the development of a Network that provides internet access to at least 96% of each Town's Residential Premises and will provide access to high speed internet service with speeds (1) of at least 12 Mbps download speeds and 2 Mbps upload speeds to at least 96% of each Town's Residential Premises; and (2) that meet or exceed the Mass Tech Collaborative's standard of 25 Mbps download speeds and 3 Mbps upload speeds ("Broadband Service") to at least 75% of each Town's Residential Premises. For the purpose of this Agreement a "Residential Premise" shall be defined as a single unit or multiple unit building, whether occupied or vacant, used or intended to be used primarily for dwelling purposes. A property with multiple dwelling units shall be counted as one Residential Premise.
- d) For a minimum period of ten (10) years from the date of Final Completion of the Network, Provider shall operate and maintain the Network consistent with appropriate industry

Last Mile Broadband Grant Agreement with WiValley, Inc.

standards and offer broadband service to Residential Premises under terms, conditions and prices as set forth in the Network Services Agreement (as defined in Subsection 3(b)(1)). For the purposes of this Agreement “Final Completion” shall be defined as the date certified in writing by the Provider and the Towns that construction of the Network has been completed by the Provider, the Network is fully commissioned, and the minimum percentage and corresponding number of Residential Premises in each Town have access to the Network and to Broadband Service.

3. Grant and Payment Terms

- a) In consideration of this Agreement, the Mass Tech Collaborative shall make a Grant payment to the Provider for Phase 1 of the Project in a maximum aggregate amount of Four Hundred Fifty Thousand Dollars (\$450,000), upon completion of Phase 1 in accordance with the Phase 1 Authorization and utilizing the performance standards and testing procedures as specified by the Federal Government for CAF II Programs and specifically for fixed wireless technologies as presented in WC Docket No 10-90 DA 18-710 adopted July 6, 2018. DA 18-710 is incorporated by reference for the purpose of defining the performance and testing specifications that will be used to verify completion of Phase I, such completion being deemed a Milestone for purposes of Subsection 3(f) below, subject to the conditions, provisions and restrictions contained herein, including the condition that the Towns and the Provider execute an “initial” Network Services Agreement as defined in Subsection 3(b)(1) below applicable to the service to be implemented in Phase 1 of the Project; and
- b) Conditioned upon satisfaction of the following conditions precedent, Mass Tech Collaborative shall make additional Grant payments to the Provider for the balance of the Project in a maximum aggregate amount of One Million Five Hundred Seventy-Four Thousand Dollars (\$1,574,000)(provided that this amount will be adjusted in the event that the Phase 1 Acceleration Plan is not approved by the Towns or is approved at an amount that is less than Four Hundred Fifty Thousand Dollars (\$450,000)) in accordance with the Milestone Payment Schedule to be defined in a Grant Agreement Amendment described in Subsection 3(b)(10) below, subject to the conditions, provisions and restrictions contained herein. The conditions precedent for the additional Grant payments are:
 1. To the extent not fully satisfied as a condition to Phase 1 Funding, the Towns and Provider shall have negotiated and entered into a “final” agreement for the Project, in its entirety, that describes, among other things, the technical requirements for the Project infrastructure to be constructed, tested and accepted, and a comprehensive, 10-year broadband services agreement 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 (the “Network Services Agreement”). Such Network Services Agreement will list the minimum percentage and minimum number of Residential Premises that will have access to (i) internet service at speeds of at least 12 Mbps download speeds and 2 Mbps upload speeds; and (ii) Broadband Service. The Network Services Agreement will also include a total Project budget and will address Project completion schedules; broadband speeds; service levels; subscriber pricing; ownership of poles and other Network assets; terms for transition of the Network at the end of the initial term; and shall obligate the Provider to invest capital in, design, build and under agreement with any other necessary party, such as a Network Operator or ISP (the “ISP”), operate the Project for the Towns. For the avoidance of doubt, in the event that the initial Network Services Agreement is not applicable to the Project, in its entirety, the Initial Network Services Agreement shall terminate upon execution of the final Network Services Agreement or upon expiration of ten (10) years from the date of final completion of Phase 1;

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2. The Provider shall have finalized and executed an agreement with Otelco or another ISP acceptable to the Towns that sets forth the duties, responsibilities and obligations of each party relative to the design, construction, maintenance and operation of the Network (the "Project Partnership Agreement"), and will provide to Mass Tech Collaborative reasonable evidence that the Provider and ISP each has adequate financial resources, stability and experience to undertake its respective obligations under such agreement. The Provider acknowledges that the anticipated involvement and role of Otelco, or other ISP that will be acceptable to the Towns, in the Project is a key element in Mass Tech Collaborative's decision to qualify the Provider for receipt of grant funds;
 3. The Provider shall have negotiated and executed such access, easement and permit agreements with other entities as needed to implement the Project, including but not limited to agreements with the Commonwealth, the Town of Charlemont and the Town of Rowe (collectively, the "Access and Easement Agreements");
 4. The Towns shall have certified to Mass Tech Collaborative that they have identified, addressed and resolved any other legal, regulatory or approval issues required to enable the Towns to enter into or support the Network Development and Access Agreement with Provider and any Access and Easement Agreements to which any of the Towns is a party, 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;
 5. Provider, acting through Otelco, shall have participated in a CAF II auction with the goal of securing CAF II funding for the Project. It is currently anticipated that Otelco will target census blocks in Hawley, Savoy and Florida;
 6. The Selectboard of each Town shall have approved and the Selectboard Chair of each Town shall have executed the "final" Network Services Agreement, the effectiveness of which "final" Network Services Agreement becoming effective is conditioned upon the execution of the Grant Agreement Amendment as defined in section 3(b)(10) below;
 7. The Selectboard of each Town shall have requested that Mass Tech Collaborative, acting on the Town's behalf, commit the full amount of the Town's approved MBI last mile allocation remaining after funds previously disbursed by Mass Tech Collaborative to the Town for professional support and for the Phase 1 funding, to be expended through this Agreement; and
 8. The Provider and Mass Tech Collaborative shall have executed an amendment to this Agreement (the "Grant Agreement Amendment") establishing Attachment 2, which shall include the schedule, budget and Milestone Payment schedule and requirements for the balance of the Project and incorporating such portions of the Network established in the "final" Network Services Agreement, the Project Partnership Agreement, one or more Access and Easement Agreements, the MB123 Interconnection Agreement, Microwave Carrier Agreement and/or the CAF II Contingency Plan (if any) as may be appropriate to establish such schedule, budget and Milestone Payment schedule and requirements.
- c) Mass Tech Collaborative may, in its sole discretion, upon written notice to Provider, suspend or terminate its payment obligations under this Agreement if Provider fails to achieve one or more milestones as described in Section 3(f), or materially deviates from project budget or schedule as set forth in Attachment 2, unless such deviation is approved by the Mass Tech

Last Mile Broadband Grant Agreement with WiValley, Inc.

Collaborative and the Towns.

- d) In executing this Agreement, the Provider acknowledges and agrees that the Provider's receipt of the Grant does not create any rights of preference for the Provider to receive subsequent funding from the Mass Tech Collaborative for the Project or for any other purpose.
- e) Grant funds may only be used for the milestone payments described in Section 3(f) below.
- f) The Provider shall submit a Grant Payment Requisition to the Mass Tech Collaborative up to the amount stated in Section 3(a) upon satisfying the Grant Disbursement Requirements for the completion of Phase 1 and otherwise in accordance with the Phase 1 Authorization. Each Grant Payment Requisition for a Milestone Payment (utilizing the form in Attachment 1) shall be signed by the Provider, submitted to the Project Manager designated by the Mass Tech Collaborative, and accompanied by the following supporting documentation, including, but not limited to a Certification of Compliance completed by each Town, which shall be subject to the Mass Tech Collaborative's review and approval:
 - 1. Progress Report or Final Report as applicable, which will include a table ("Project Status Table") with line items that identify the status for (i) each material task to be undertaken by the Provider for the relevant phase of the Project; (ii) implementation of acceptance testing procedures (as approved by the Towns for the relevant phase of the Project); and (iii) project outcomes for the relevant phase of the Project, including internet coverage, internet speeds provided to subscribers and Network performance (relative to performance standards approved by the Towns for the relevant phase of the Project. A hypothetical Project Status Table is attached hereto as Attachment 5. The Project Status Table shall be accompanied by appropriate supporting documentation, which shall include but not be limited to, a description of actions taken to comply with the requirements for the requested Milestone Payment disbursement; evidence of project conformity with Last Mile program requirements, including broadband speed; and a description of Project status and outcomes (including any material deviations from the Project Plan that have occurred or are reasonably expected to occur) and information relative to the matters referenced in the Certification of Compliance in Attachment 3);
 - 2. Certification of Compliance, in the applicable form attached as Attachment 3, executed by each Town and the Provider;
 - 3. Conditional releases and waivers of lien in a form satisfactory to the Mass Tech Collaborative executed by the Provider and all persons who furnished labor, materials, equipment and/or services for the completion of the milestone for which a Milestone Payment is sought, conditioned only upon the signer's receipt of payment (in an amount to be stated in the form); and
 - 4. Unconditional releases and waivers of lien in a form satisfactory to the Mass Tech Collaborative executed by the Provider and all persons who furnished labor, materials, equipment and/or services for the completion of any previously completed milestone.
- g) Subject to the satisfaction of the conditions in subsection (f) above, the Mass Tech Collaborative will disburse a Milestone Payment to the Provider within forty-five (45) days of receipt of a properly documented Grant Payment Requisition and related documentation (as described in Section 3(f)) unless the Mass Tech Collaborative determines that any requisition is not properly payable pursuant to the terms of this Agreement. The Mass Tech Collaborative shall provide written notice of any disputed, properly documented Grant Payment Requisition within thirty (30) days from the receipt of same.

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h) If any representation or certification made by the Provider or a Town in connection with this Agreement shall prove to be false or materially inaccurate at the time made, the Mass Tech Collaborative may, in its sole discretion:

1. Afford the Provider the opportunity to cure the inaccuracy within a time period to be specified by the Mass Tech Collaborative in a written notice to cure; provided that the Provider will be afforded the opportunity to cure any inaccuracy involving a Town before the Mass Tech Collaborative elects to proceed with the remedy available through Section 3(h)(2) or 3(h)(3); and/or
2. Require the Provider to reimburse the Mass Tech Collaborative for all or any part of the Grant; and/or
3. Terminate the Grant.

4. Provider Responsibility and Acknowledgements

The Provider acknowledges and affirms that:

- a) The Provider is solely responsible for the preparation of all plans and specifications for the Project and for completion of all aspects of the Project;
- b) The Provider shall be financially responsible for all Project costs; and
- c) The Provider has not requested and is not relying on advice of or information or assistance from the Mass Tech Collaborative in its decision to proceed with the Project, and agrees to assume all legal, financial and other risks attendant thereto.

The Provider will grant the Four Town Entity a first priority security interest in all existing and after-acquired broadband equipment for or related to the assets of the Network to secure the Four Town Entity's rights under the Network Services Agreement.

5. Access and Use

The Provider agrees to license or otherwise make available to the Mass Tech Collaborative in perpetuity, without charge, all written, graphic or digital materials prepared and produced for the Project, including, without limitation, all final plans and specifications developed in connection with the Project.

6. Assignment

The Provider shall not assign or in any way transfer any interest in this Agreement or the Network Services Agreement without the prior written consent of the Mass Tech Collaborative.

In event that the Provider assigns its rights and delegates duties under the Network Services Agreement, such assignment shall not release or discharge the Provider from its liability under the Network Services Development Agreement without (a) the Provider furnishing to the Towns a parent guaranty and/or a guaranty by the ISP in form and amount satisfactory to the Mass Tech Collaborative; or (b) the Provider furnishing to the Towns a performance bond or financial guarantee bond, in a form and amount satisfactory to the Mass Tech Collaborative, naming the Towns and the Mass Tech Collaborative as obligees; or (c) prior written consent by the Mass Tech Collaborative, which the Mass Tech Collaborative may decline or condition in its sole discretion.

7. Nondiscrimination

The Provider agrees to comply, and to require its consultants and subcontractors and the ISP to comply, with all applicable Federal and State statutes, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position,

Last Mile Broadband Grant Agreement with WiValley, Inc.

promotional opportunities, wages benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity or for exercising any rights afforded by law.

8. Insurance

The Provider shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for its activities under this Agreement, including, but not limited to, comprehensive general liability insurance (bodily injury and property damage) and professional liability insurance in amounts satisfactory to the Mass Tech Collaborative. All such policies shall be issued by an insurer registered to issue such insurance in the Commonwealth and having size and financial quality ratings acceptable to the Mass Tech Collaborative. The Provider shall require the ISP and all consultants and contractors working on the Project to obtain and maintain appropriate insurance coverage for its or their activities. At the Mass Tech Collaborative's request, the Provider will provide the Mass Tech Collaborative with copies of the certificates of insurance evidencing such coverage. Each policy of insurance required by this Agreement other than for professional liability shall contain a provision endorsed to the Mass Tech Collaborative that the insurance provided therein may not be canceled or materially modified (e.g., non-renewed or reduced) without thirty (30) days prior written notice to the Mass Tech Collaborative. The Mass Tech Collaborative and the Four Towns Entity shall be named an additional insured on such policy or policies other than for professional liability, on a primary, non-contributory basis. The carrying of any of the insurance required hereunder shall not be interpreted as relieving the Provider of any responsibility to the Mass Tech Collaborative. The Provider shall assist and cooperate with any insurance company in the adjustment or litigation of all claims arising under this Agreement.

9. Indemnification

- a) To the fullest extent permitted by law, the Provider shall indemnify and hold harmless the Commonwealth, the Mass Tech Collaborative, the Towns and each of their respective agents, officers, directors and employees (together with the Commonwealth and the Mass Tech Collaborative, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or the Network Services Agreement or any false representation of the Provider under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of the Provider. Without limiting the foregoing, the Provider shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed because of the failure to comply with the provisions of applicable law by the Provider or any of its agents, officers, directors, employees or subcontractors. In order to invoke indemnity hereunder, the Covered Person seeking indemnification must first give prompt notice to the Provider of any third-party claim and a reasonable opportunity to defend the same. The amount of any indemnification obligation hereunder shall be capped at the aggregate amount of the grant funding authorized in Section 3 as may be amended from time to time.
- b) In no event shall either Party be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to a Party's performance under or to a breach of this Agreement.
- c) Furthermore, as a condition of receipt of any award, the Provider does hereby release, remise, discharge, indemnify and hold harmless the Mass Tech Collaborative (defined for purposes of this Section 9 to include the Mass Tech Collaborative and/or any of its parents, subsidiaries or affiliates, predecessors, successors or assigns, and its respective current and/or former partners, directors, shareholders/stockholders, officers, employees, attorneys and/or agents, all both individually and in their official capacities), from any and all actions or causes of action, suits, claims, complaints, liabilities, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent, known or unknown, suspected or unsuspected, as of the date of this Agreement, except to the extent the same result from a misrepresentation, gross negligence or violation of law by the MassTech

Collaborative.

10. Public Records

As a public entity, the Mass Tech Collaborative is subject to the Massachusetts Public Records Law (set forth at Massachusetts General Laws Chapter 66) and thus documents and other materials made or received by the Mass Tech Collaborative and/or its employees are subject to public disclosure. All information received by the Mass Tech Collaborative shall be deemed to be subject to public disclosure, except as otherwise provided herein. If the Provider wishes to have the Mass Tech Collaborative treat certain information or documentation as confidential, the Provider must submit a written request to the Mass Tech Collaborative General Counsel that precisely identifies the information and/or documentation that is the subject of the request along with a detailed explanation supporting the application of the statutory exemption(s) from the Public Records Law cited by the Provider. The Mass Tech Collaborative General Counsel will issue a written determination within a reasonable period of time upon receipt of the written request. By signing this Agreement, the Provider acknowledges, understands and agrees that the procedures set forth herein are applicable to any documents submitted by the Provider to the Mass Tech Collaborative and that the Provider shall be bound by these procedures and the determination of the Mass Tech Collaborative General Counsel.

11. Audit

The Mass Tech Collaborative will have the right to audit the Provider's or its other agents' records to confirm the use of the Grant proceeds at any time from the Effective Date of this Agreement through the end of the Retention Period, as defined herein. If such audit reveals that any portion of the Grant was utilized for purposes not permitted under this Agreement, then the Provider shall refund to the Mass Tech Collaborative the amount determined by such audit within thirty (30) days of Provider's receipt of such audit and demand. The Provider shall maintain books, records, and other compilations of data pertaining to the Grant payments made under this Agreement to the extent and in such detail as shall properly substantiate use of such payments in keeping with generally accepted accounting principles ("GAAP"). All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under this Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. The Mass Tech Collaborative or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice to examine and copy at reasonable expense, the books, records, and other compilations of data of the Provider which pertain to the provisions and requirements of this Grant. Such access may include on-site audits, review and copying of records.

12. Choice of Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws principles. The Provider agrees to bring any Federal or State legal proceedings arising under this Agreement or the Network Services Agreement in which the Commonwealth or the Mass Tech Collaborative is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This Section shall not be construed to limit any other legal rights of the Parties.

13. Force Majeure

Neither party shall be liable to the other, or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance including the Term of this Agreement may be extended to account for delays excused by this Section, provided that the

Last Mile Broadband Grant Agreement with WiValley, Inc.

party whose performance is affected notifies the other promptly of the existence and nature of such delay.

14. Waivers

Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the Parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

15. Notice

All communications to the Mass Tech Collaborative regarding legal issues shall be mailed or delivered to the following address, or sent by facsimile to the following number:

Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581
(508) 870-0312 (phone)
(508) 898-2275 (fax)
Attn: General Counsel

All communications to the Provider regarding legal issues shall be mailed or delivered to the following address, or sent by facsimile to the following number. Telephone and email address are provided for convenience only:

Atkins Callahan PLLC
20 Depot Street, Suite 220
Peterborough, NH 03458
(603) 845-1959
(603) 371-9056
Attn: James M. Callahan, Esq.

Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Mass Tech Collaborative.

16. Amendments, Entire Agreement and Attachments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Provider and the Mass Tech Collaborative unless otherwise specified in this Agreement. The Parties understand and agree that this Agreement contains the entire agreement of the Parties with respect to MBI Funds and the Project. This Agreement supersedes all prior communications, contracts, agreements, memoranda, letters, negotiations or understandings between the Parties, whether oral or written, regarding the matters contained herein. This Agreement can only be amended through a written document executed by both Parties and signed, in the case of the Mass Tech Collaborative, by its Executive Director. No interpretation of this Agreement shall be binding upon the Mass Tech Collaborative unless in writing and signed by the Mass Tech Collaborative's General Counsel.

The following are attached and incorporated into this Agreement:

- i. Attachment 1 – Grant Payment Requisition Form
- ii. Attachment 2 – Project Plan, Schedule and Budget (To Be Attached by an Amendment as Described in Section 3(b)(10))
- iii. Attachment 3 – Forms of Certification of Compliance
- iv. Attachment 4 – Action Plan Executed by the Towns, WiValley and the Mass Tech Collaborative (To Be Attached When Executed)

**Massachusetts Technology Park Corporation
d/b/a Massachusetts Technology Collaborative WiValley-MA, Inc.**

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Attachment 1

Grant Payment Requisition

Grantee: Project Name: Grant #:
--

Request # Date:

Amount of Funds Requested: \$ _____

Certification:

I, _____, hereby certify that Grantee (1) has completed the required tasks associated with the milestone for which the Grantee is seeking payment from to the Mass Tech Collaborative and has provided the required documentation to demonstrate that the Disbursement Requirements for the milestone for which Grantee is seeking payment from to the Mass Tech Collaborative have been met; (2) shall maintain detailed financial records to document and support the expenditure by Grantee of the costs reported on this Grant Payment Requisition and all prior Grant Payment Requisitions submitted to the Mass Technology Collaborative; (3) has employed procedures in implementing the Project that remain in compliance with (i) Massachusetts procurement, design and construction and all other applicable laws and regulations; and (ii) the MBI Last Mile Program Policy in effect at the time of this certification and (4) all of the information contained in this Grant Payment Requisition and the attached project status report is complete, true and accurate.

Authorized Signature (Chief Financial Officer or other appropriate financial or executive employee)

Title

Date

Attachment 2

**{TO BE ATTACHED PURSUANT TO AN AMENDMENT EXECUTED BY THE PARTIES AS
DESCRIBED IN SECTION 3(b)(10)}**

**Project Plan, Schedule and Budget (Application for Last Mile Infrastructure Grant
Program Submitted by [Provider name] for the Towns of Florida, Hawley, Monroe and
Savoy**

**Project budget should include total project cost and source of funds (MBI vs. CAF II)
broken out by phase.**

Attachment 3A

Form of Certification of Compliance - Provider

The undersigned is the _____ of _____ (the "the Provider ") and does hereby depose and state the following of his or her own personal knowledge or upon good faith belief following diligent inquiry:

1. Reference is made in this Certification to that certain Grant Agreement (the "Agreement") by and between the Massachusetts Technology Collaborative and the Town dated _____, 201_. All capitalized terms not defined in this Certification have the meanings given them in the Agreement.
2. The Provider has complied with all procurement laws, and any other applicable laws and regulations required to implement the Project.
3. The construction of [] Phase number ___ or [] the Project (check as appropriate) is complete and the Network or designated Phase thereof, as applicable, is fully commissioned. For the final Certification submitted by the Provider – The construction of the Network has achieved Final Completion as defined in Section 2(d) of the Grant Agreement.
4. There is no pending or contemplated litigation between a Town and the Provider.
5. There is no pending or contemplated arbitration between a Town and the Provider.
6. The Provider has paid all subcontractors for all work performed on the project in accordance with the terms of the applicable subcontracts.
7. The Town and the Provider have entered into a broadband services agreement to address the long-term relationship between the Town and the Provider, said agreement remains in full force and effect and neither party to that agreement is in breach thereof.

The undersigned certifies and states under penalty of perjury that the foregoing statements are true and correct to the best of his or her knowledge.

(Printed Name and Title)

Date:

Attachment 3B

Form of Certification of Compliance - Town

The undersigned are a majority of the Board of Selectmen of the Town of _____ (the "Town"). We hereby depose and state the following:

1. Reference is made in this Certification to that certain Grant Agreement (the "Agreement") by and between the Massachusetts Technology Collaborative and _____ (the "Provider") dated _____, 201_. All capitalized terms not defined in this Certification have the meanings given them in the Agreement.
2. The Town acknowledges receipt of the Guidelines for Receiving Town Allocation Reimbursement for Certain Broadband Projects, dated March 7, 2018, which is incorporated as Attachment D to the Agreement.
3. The Town has complied with all procurement laws, and any other applicable laws and regulations required to implement the Project.
4. The completion of [] the [] Milestone, or construction of [] Phase number ___ or [] the Project (check as appropriate) is complete and the Network or designated Phase thereof, as applicable, is fully commissioned. For the final Certification submitted by the Town – The construction of the Network has achieved Final Completion as defined in Section 2(d) of the Grant Agreement.
5. There is no pending or contemplated litigation between the Town and the Provider.
6. There is no pending or contemplated arbitration between the Town and the Provider.
7. Attached is a certification signed by the Provider indicating that it has paid all subcontractors for all work performed on the project.
8. The Town and the Provider have entered into a broadband services agreement to address the long-term relationship between the Town and the Provider, said agreement remains in full force and effect and neither party to that agreement is in breach thereof.

Each of the undersigned acknowledges that the Massachusetts Technology Collaborative is relying on the accuracy of the statements herein and certifies and states under penalty of perjury that the foregoing statements are true and correct to the best of his or her knowledge.

(Printed Name of Selectperson / Manager)

Date:

(Printed Name of Selectperson / Manager)

Date:

(Printed Name of Selectperson / Manager)

Date:

(Printed Name of Selectperson / Manager)

Date:

(Printed Name of Selectperson / Manager)

Date:

Attachment 4

{TO BE ATTACHED WHEN EXECUTED PURSUANT TO SECTION 2(a)}

Action Plan Executed by the Towns, WiValley and the Mass Tech Collaborative

Attachment 5

Form of Progress/Final Report

Progress Report – Phase I

The following Milestones identify the construction of Infrastructure, Facilities Operations and delivered service to customers to be completed in Phase I.

Milestone	Description	Completed	Deviation
1.	Establishment of the core POP at the site MA-SAV-CHA on Chapel Rd near Loop Rd in Savoy MA at the coordinates 42.5678, -72.9956	Y	
(a)	Installation of a 90 foot fiberglass monopole will be installed on town owned property.	Y	
(b)	Installation of a network Shelter with utility power and/or batteries and Solar power will be constructed to support the Primary POP Location. Phase I will require a single power source where sign off to complete the FHMS Project will require two power sources at the MA-SAV-CHA location.	Y	
(c)	Installation of battery backup and Network Electronics to support the MA-SAV-CHA Site	Y	
(d)	Connection to Broadband through either a primary connection to the MB123 Fiber and / or a secondary redundant service via wireless backhaul to the existing Access Plus Network off of Borden Mountain. Phase I will require a single broadband source to the MA-SAV-CHA location where the completion of the FHMS Project will require a minimum of two broadband sources to the MA-SAV-CHA location.	Y	
(e)	Deployment of radios and antennas on the tower to establish Point to Point links and Access Points to connect customers and remote transmitter sites directly to broadband service	Y	
(f)	Connection of customers directly to the MA-SAV-CHA site	Y	
(g)	Demonstration of delivery of broadband service to end users based on specifications incorporated in the Action Plan based specifications established for wireless networks under the Federal CAF II Program.	Y	
2.	Establishment of the site MA-SAV-BOR at the DCR Tower Site at the Summit of Borden Mountain in Savoy MA at the coordinates 42.6011, -73.0278	N*	Y
(a)	Installation of a network Shelter with utility power and/or batteries and Solar power will be constructed to support the MA-SAV-BOR Location. Phase I will require a single power source where sign off to complete the FHMS Project will require two power sources at the MA-SAV-BOR location.	Y	
(b)	Installation of battery backup and Network Electronics to support the MA-SAV-BOR Site	Y	
(c)	Deployment of radios and antennas on the DCR tower to establish Point to Point links and Access Points to connect customers and remote transmitter sites directly to broadband service	N*	Y
(d)	Connection of customers directly to the MA-SAV-CHA site	N*	Y
(e)	Demonstration of delivery of broadband service to end users based on specifications incorporated in the Action Plan based specifications established for wireless networks under the Federal CAF II Program.	N*	Y

*	<p>Access to the DCR Tower has required a permitting process with DCR that is taking longer than the completion of WiValley's proposed Phase I timeline. 3rd Party Tower Engineering structural analysis revealed insufficient capacity on the existing DCR Tower for WiValley to deploy its infrastructure.</p> <p>WiValley has worked with DCR and we have successfully received approval to install our own 90 ft Fiberglass Monopole at the DCR Site. Lead Time for manufacturing and delivery of the fiberglass monopole have forced WiValley to move this milestone to be moved to a later Phase</p> <p>WiValley has submitted and received authorization from the FHMS CPM (Customers Project Manager) a no-cost change order for this milestone.</p> <p>WiValley has submitted and received authorization from Mass Tech that the agreed milestone value is \$100,000, and approval for the Phase I Milestone Payment to be reduced from \$450,000 to \$350,000. When this Milestone is completed, the deferred \$100,000 Phase I Payment will be processed.</p>		
3	Establishment of the site MA-HAW-WHR (West Hawley Rd) in Hawley MA at the coordinates 42.5847, -72.9547	Y	
(a)	Installation of an 80 ft (70 ft above ground) Wooden Class I pole	Y	
(b)	Installation of Power, battery and Network Electronics to support the MA-HAW-WHR Site.	Y	
(c)	Deployment of radios and antennas on pole to establish Point to Point links and Access Points to connect customers and remote transmitter sites directly to broadband service	Y	
(d)	Connection of customers directly to the MA-HAW-WHR site	Y	
(e)	Demonstration of delivery of broadband service to end users based on specifications incorporated in the Action Plan based specifications established for wireless networks under the Federal CAF II Program.	Y	
4	Establishment of the site MA-FLO-OLE (Oleson & N County Rd) in Florida MA at the coordinates 42.5847, -72.9547	Y	
(a)	Installation of an 55 ft (47 ft above ground) Wooden Class I pole	Y	
(b)	Installation of Power, battery and Network Electronics to support the MA-FLO-OLE Site.	Y	
(c)	Deployment of radios and antennas on pole to establish Point to Point links and Access Points to connect customers and remote transmitter sites directly to broadband service	Y	
(d)	Connection of customers directly to the MA-FLO-OLE site	Y	
(e)	Demonstration of delivery of broadband service to end users based on specifications incorporated in the Action Plan based specifications established for wireless networks under the Federal CAF II Program.	Y	
5	Establishment of the site MA-HAW-BKE (Berkshire East Ski Area) in Hawley MA at the coordinates 42.61417, -72.87000	Y	
(a)	Installation of an 55 ft (47 ft above ground) Wooden Class I pole	Y	

(b)	Installation of Power, battery and Network Electronics to support the MA-HAW-BKE Site.	Y	
(c)	Deployment of radios and antennas on pole to establish Point to Point links and Access Points to connect customers and remote transmitter sites directly to broadband service	Y	
(d)	Connection of customers directly to the MA-HAW-BKE site	Y	
(e)	Demonstration of delivery of broadband service to end users based on specifications incorporated in the Action Plan based specifications established for wireless networks under the Federal CAF II Program.	Y	
6	Customer Installations	Y	
(a)	We will begin installing customers immediately upon turning up service to the Chapel Road POP. This site will also deploy most of the technologies we have planned for the multi-town deployment, including 5GHz, 3.6GHz and TVWS. The customers fed with TVWS will be typical examples of delivering 25/3 or 12/2 Mbps service to the hardest to reach customers.	Y	
(b)	Completion of Phase I will provide service for up to 150 customers (Homes Passed) throughout 3 of the 4 communities	Y**	Y
	<p>**Due to Change Order related to Milestone 2 for the DCR Tower at site MA-SAV-CHA, the number of homes passed in Phase I is reduced from 150 homes passed to 75 homes passed</p> <p>WiValley has submitted and received authorization from the FHMS CPM (Customers Project Manager) a no-cost change order for this milestone.</p> <p>WiValley has submitted and received authorization from Mass Tech that there is no change to milestone value for Item 6 (b)</p>		
(c)	Confirmed connection and delivered service to a minimum of 30 customers off 2 or more of the 5 phase I sites	Y	
(d)	Confirmed delivery of broadband service at a customer premise location at a speed of 50/25 Mbps	Y	
(e)	Confirmed delivery of broadband service at a customer premise location at a speed of 25/3 Mbps	Y	
(f)	Confirmed delivery of Phone services over VoIP at a customer premise location	Y	

Exhibit D

Form of Professional Services Grant Agreement Between MassTech and the Towns

MASSACHUSETTS TECHNOLOGY COLLABORATIVE

Grant Agreement

Between Massachusetts Technology Collaborative and the Towns of Hawley, Florida, Monroe and Savoy, Massachusetts

This Grant Agreement and any Attachments hereunder (collectively the "Agreement") is made and entered into by and between Massachusetts Technology Park Corporation d/b/a Massachusetts Technology Collaborative ("MassTech"), an independent public instrumentality of the Commonwealth of Massachusetts (the "Commonwealth") with a principal office and place of business at 75 North Drive, Westborough, Massachusetts, 01581, that administers the Massachusetts Broadband Institute ("MBI") and the related Massachusetts Broadband Incentive Fund (the proceeds of which, in whole or in part, are referred to in this Agreement as "MBI Funds") and the Towns of Hawley, Florida, Monroe and Savoy, Massachusetts, each of which is a Massachusetts municipal corporation, having a mailing address as shown in Section 16 (each a "Town" and collectively the "Towns"). MassTech and each Town is each referred to herein as a "Party" and all are referred to herein as the "Parties."

Whereas, MBI is charged with supporting public and private initiatives to bring broadband internet service to communities in Western Massachusetts that do not currently have access to such service through terrestrial networks;

Whereas, MassTech issued a notice of funding availability ("NOFA") through the targeted Flexible Grant Program, NOFA No. 2018-MBI-01, seeking creative and innovative approaches that will permit MassTech and unserved municipalities to work with private broadband providers to develop communication networks that will deliver reliable broadband access on a long-term basis to as many residents as possible based on available public funds;

Whereas, the Mass Tech Collaborative has MBI Funds available to support the accelerated deployment of broadband access in the Towns, which are areas of the Commonwealth currently designated to be unserved;

Whereas, WiValley, Inc., ("WiValley") in collaboration with CRC Communications LLC d/b/a Otelco ("Otelco"), responded to the NOFA and submitted to the Towns and MassTech the outline of a proposal, dated June 14, 2018, to design, build, own and operate a 4-town regional hybrid fiber-wireless broadband network (the "Regional Broadband Network") that will be employed to make available specified internet service to at least 96% of the premises in the Towns for a period of at least ten (10) years (the "WiValley Proposal"), of which at least 75% of premises have access to broadband service as defined in the NOFA;

Whereas, WiValley, MassTech and the Towns have developed and executed an Action Plan (attached hereto as Attachment 2) in response to the strong interest expressed by the Towns in moving forward and continuing to explore the WiValley Proposal;

Whereas, the Action Plan describes the duties and responsibilities of each Party and of WiValley and the conditions that must be satisfied to support the development and execution of the agreements that will be needed to support a grant award and the implementation of the Regional Broadband Network project; and

Whereas, the Towns hereby request that a portion of the MBI Funds allocated for the Towns by MassTech, as specified in the Action Plan, be aggregated and disbursed as a grant in one lump sum to the Town of Hawley, acting as the agent of the Towns (the "Lead Town"), to enable the Towns to engage technical professionals and outside legal counsel to assist the Towns with implementation of the Action Plan and, if the project receives the requisite approval, oversight of the design and construction of the Regional Broadband Network; and

Now, therefore, in consideration of the premises, mutual covenants and representations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Term and Termination

- a) The effective date of this Agreement shall commence on its execution by all Parties (the "Effective Date"). This Agreement shall terminate automatically on June 30, 2019, unless extended by a written amendment to this Agreement signed by all Parties or terminated earlier in accordance with the next subsection.
- b) This Agreement may be terminated by the Lead Town upon ten (10) days written notice. MassTech may terminate this Agreement upon thirty (30) days written notice: (1) for a material breach of the Agreement; (2) in the event of loss of availability of sufficient funds for the purposes of this Agreement; (3) in the event MassTech determines, or any one or more of the Towns informs MassTech, that (a) the WiValley Proposal or the Action Plan is no longer viable or no longer under serious consideration by all four Towns and WiValley or (b) an agreement executed in furtherance of the Action Plan has been breached or terminated; or (4) in the event of a change of law mandating immediate MassTech action inconsistent with performing its obligations under this Agreement.
- c) Upon termination of this Agreement by either the Lead Town or MassTech, MassTech's obligation to make grant payments to or for the benefit of the Towns shall cease. In the event that the Towns terminate the Agreement in order to pursue an alternative broadband solution, each Town's eligibility to receive Funds for an alternative broadband project shall be limited to the aggregate amount of the respective Town's total remaining MBI allocation that has not been disbursed by MassTech to the Town.
- d) Sections 2 through 16 of this Agreement and Attachment 1 shall survive termination.

2. Town's Representations, Warranties and Certifications

As of the Effective Date, each Town hereby represents, warrants and certifies as follows:

- a) The Town is duly authorized to enter into this Agreement, and the execution, delivery and performance of this Agreement will not conflict with any other agreement or instrument to which it is a party or by which it is bound and will not violate any law, regulation, order or other legal requirement by which the Town or any of its assets is bound.
- b) The Town and its Project Personnel are familiar with, and are and will remain in compliance with, and will not take any actions contrary to the provisions of, any laws, rules, regulations, ordinances, orders or requirements of the Commonwealth and other local, state or federal governmental authorities applicable to or implicated by the subject matter hereunder, including, without limitation, the statutes referenced in Sections 2(d), 6, 9 and Section 6 of Attachment 1.
- c) The Town and its employees are not employees, partners or joint-venturers of MassTech. The Town will be solely responsible for withholding and paying all applicable payroll taxes of any nature including social security and other social welfare taxes or contributions that may be due on amounts paid to its employees.
- d) The Town shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation. The Town agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and Mass. Gen. Laws ch. 151B.

The Towns further acknowledge and agree that they will be solely responsible for evaluating the merits, risks and viability of the WiValley Proposal and that the Mass Tech Collaborative will rely on the Towns' judgment and determinations to support a decision regarding the awarding of a grant to WiValley.

Furthermore, the Towns acknowledge and agree that in the event that the Mass Tech Collaborative executes a grant agreement with WiValley to support the development of the Regional Broadband Network, the Towns, aided by an Owners Project Manager and legal counsel, will be responsible for executing and submitting to the Mass Tech Collaborative a certification to support each disbursement of grant funds to WiValley upon achievement of certain milestones (the form of Town Certification form is attached hereto as Attachment 3) and that the Mass Tech Collaborative will rely on such certifications in disbursing grant funds to WiValley.

3. Insurance

Each Town shall obtain and maintain in effect through the term of this Agreement appropriate insurance coverage for its activities hereunder including, but not limited to, comprehensive general liability insurance (bodily injury and property damage). At MassTech's request, each Town will provide MassTech with copies of the certificates of insurance evidencing such coverage. MassTech shall be named an additional insured on such policy or policies, on a primary, non-contributory basis. The carrying of any of the insurance required hereunder shall not be interpreted as relieving the Town of any responsibility to MassTech. Each Town shall assist and cooperate with any insurance company in the adjustment or litigation of all claims arising under this Agreement.

4. Indemnification

- a) To the fullest extent permitted by law, the Towns, jointly and severally, shall indemnify and hold harmless the Commonwealth, MassTech, and each of their respective agents, officers, directors and employees (together with the Commonwealth and MassTech, the "Covered Persons") from and against any and all liability, loss, claims, damages, fines, penalties, costs and expenses (including reasonable attorney's fees), judgments and awards (collectively, "Damages") sustained, incurred or suffered by or imposed upon any Covered Person resulting from (i) any breach of this Agreement or false representation of a Town under this Agreement, or (ii) any negligent acts or omissions or reckless misconduct of the Town. Without limiting the foregoing, each Town shall indemnify and hold harmless each Covered Person against any and all Damages that may arise out of or are imposed because of the failure to comply with the provisions of applicable law by the Town or any of its agents, officers, directors, employees or subcontractors. The foregoing notwithstanding, the Towns shall not be liable for (i) any Damages sustained, incurred or suffered by or imposed upon any Covered Person resulting from any negligent acts or omissions or reckless misconduct of MassTech, and (ii) except for liability for death or personal injury caused by the negligence or willful misconduct of a Town or for claims of infringement of a third party's intellectual property by a Town, the aggregate liability of a Town under this Agreement shall not exceed the greater of the amount of its allocated share of the Grant (as specified in Attachment 1) or the amount recovered under any applicable insurance coverage.
- b) In no event shall either party be liable for any indirect, incidental, special or consequential damages whatsoever (including but not limited to lost profits or interruption of business) arising out of or related to this Agreement.
- c) Furthermore, as a condition of receipt of any award, the Towns do hereby release, remise, discharge, indemnify and hold harmless MassTech (defined for purposes of this Section 4 to include MassTech and/or any of its parents, subsidiaries or affiliates, predecessors, successors or assigns, and its respective current and/or former partners, directors, shareholders/stockholders, officers, employees, attorneys and/or agents, all both individually and in their official capacities), from any and all actions or causes of action, suits, claims,

complaints, liabilities, torts, debts, damages, controversies, judgments, rights and demands, whether existing or contingent, known or unknown, suspected or unsuspected, as of the date of this Agreement.

5. Assignment

No Town shall not assign or in any way transfer any interest in this Agreement without the prior written consent of MassTech.

6. Conflicts of Interest

Each Party acknowledges that employees of MassTech and the Towns are subject to the Massachusetts Conflict of Interest statute, located at Mass. Gen. Laws ch. 268A.

7. Record Keeping, Audit, and Inspection of Records

MassTech will have the right to audit each Town's or its other agents' records to confirm the proper use of the Grant proceeds at any time from the Effective Date of this Agreement through the end of the Retention Period, as defined herein. If such audit reveals that any portion of the Grant was utilized for purposes not permitted under this Agreement, then the Town shall refund to MassTech the amount determined by such audit within thirty (30) days of the Town's receipt of such audit and demand. Each Town shall maintain books, records, and other compilations of data pertaining to the Grant payments made under this Agreement to the extent and in such detail as shall properly substantiate use of such payments. All such records shall be kept for a period of seven (7) years, starting on the first day after final payment under this Agreement (the "Retention Period"). If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the Retention Period, all records shall be retained until completion of the audit or other action and resolution of all issues resulting therefrom, or until the end of the Retention Period, whichever is later. MassTech or the Commonwealth or any of their duly authorized representatives shall have the right at reasonable times and upon reasonable notice, to examine and copy at reasonable expense, the books, records, and other compilations of data of the Towns which pertain to the provisions and requirements of this Grant. Such access may include on-site audits, review and copying of records.

8. Publicity

Each Town shall coordinate with MassTech on any press releases or events and to plan for any news conference concerning the subject matter of this Agreement.

9. Public Records

- a) As public entities, MassTech and each of the Towns is subject to the Massachusetts Public Records Law (set forth at Mass. Gen. Laws ch. 66) and thus documents and other materials made or received by any of the Parties and/or its employees are subject to public disclosure. All information received by any of the Parties shall be deemed to be subject to public disclosure, except as otherwise provided herein. It is the Parties' expectation that the overwhelming percentage of documents and information it receives does not contain any information that would qualify for an exemption from disclosure under the Massachusetts Public Records Law. Each Party should assume that all documents submitted to another Party are subject to public disclosure without any prior notice to the submitting Party.
- b) If a Town wishes to have MassTech treat certain information or documentation as confidential, the Town must submit a written request to the MassTech General Counsel that details the type of information and/or documentation that the Town wishes to be treated as confidential along with a detailed explanation supporting the application of the statutory exemption(s) from the Public Records Law cited by the Town. The Town should not submit any information to

MassTech that it does not want publically disclosed, but should provide enough detail about the information it requests to be treated as confidential so that the General Counsel can make a determination about the applicability of the asserted statutory exemption(s) from the Public Records Law cited by the Town.

- c) The MassTech General Counsel will issue a written determination within a reasonable period of time concerning the applicability of an exemption from disclosure under the Public Records Law. If the General Counsel determines that an exemption is applicable, the written determination will specify the method of submission of the confidential information. The MassTech General Counsel is the sole authority within MassTech for making determinations on the applicability and/or assertion of an exemption to the Public Records Law. No employee of MassTech other than the MassTech General Counsel has any authority to address issues concerning the status of "Sensitive Information" or to bind MassTech in any manner concerning MassTech's treatment and disclosure of such documents.
- d) By signing this Agreement, the Town acknowledges, understands and agrees that the procedures set forth herein are applicable to any documents submitted by the Town to MassTech and that Town shall be bound by these procedures and the determination of the MassTech General Counsel.

10. Choice of Law

This Agreement shall be construed under, and governed by, the laws of the Commonwealth of Massachusetts, without giving effect to its conflict of laws principles. Each Town agrees to bring any Federal or State legal proceedings arising hereunder in which the Commonwealth or MassTech is a party in a court of competent jurisdiction within the Commonwealth of Massachusetts. This Section shall not be construed to limit any other legal rights of the parties.

11. Force Majeure

Neither MassTech nor the Towns shall be liable to the other, or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of God or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance including the Term may be extended to account for delays excused by this Section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

12. Waivers

Conditions, covenants, duties and obligations contained herein may be waived only by written agreement between the parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the remedies available to that party.

13. Severability

Each provision of this Agreement shall be treated as a separate and independent clause and any decision from a court of competent jurisdiction to the effect that any clause or provision of this Agreement is null or unenforceable shall in no way impair the validity, power or enforceability of any other clause or provision of this Agreement.

14. Headings

The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and will in no way modify or affect the meaning or construction of any of the terms or provisions hereof.

15. Counterparts

This Agreement may be executed in two or more counterparts, and by different parties hereto on separate counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

16. Entire Agreement, Amendments and Attachments

All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Towns and MassTech unless otherwise specified in this Agreement. The Parties understand and agree that this Agreement contains the entire agreement of the Parties with respect to Grant Funds and the WiValley Proposal. This Agreement supersedes all prior communications, contracts, agreements, memoranda, letters, negotiations or understandings between the Parties, whether oral or written, regarding the matters contained herein. This Agreement can only be amended through a written document executed by the Parties. No interpretation of this Agreement shall be binding upon MassTech unless in writing and signed by MassTech's General Counsel.

- i. Attachment 1 – Statement of Work
- ii. Attachment 2 – Action Plan (To Be Attached When Executed)
- iii. Attachment 3 – Form of Town Certification

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

By: _____

Name: _____

Title: _____

Date: _____

Town of Florida

By: _____

Name: _____

Title: Chair, Board of Selectmen

Date: _____

Town of Hawley

By: _____

Name: _____

Title: Chair, Board of Selectmen

Date: _____

Town of Monroe

By: _____

Name: _____

Title: Chair, Board of Selectmen

Date: _____

Town of Savoy

By: _____

Name: _____

Title: Chair, Board of Selectmen

Date: _____

Attachment 1

Statement of Work

Pursuant to the terms and conditions of the Agreement and this SOW, MassTech and the Towns agree as follows:

1. Professional Assistance with Project Development and Implementation

The Towns will require technical and legal assistance, advice and support to (1) conduct a detailed review and evaluation of the WiValley Proposal; (2) negotiate the agreements referenced in the Action Plan; and (3) implement the Regional Broadband Network project through construction, including project oversight and periodic certification of satisfactory completion of work (often referred to as Owner's Project Manager services). Each Town may utilize the Grant Funds to defray fees and expenses incurred to retain consultants and outside legal counsel to assist with these activities ("Allowable Expenses").

MassTech recommends that the Towns engage professional assistance to address the issues and project considerations that are likely to arise during due diligence activities and negotiations with WiValley, Otelco and other entities including, but not limited to:

- a) The technical requirements for the Regional Broadband Network (including design, construction and acceptance testing specifications and protocols);
- b) Standards and protocols for measuring, reporting and validating compliance with all technical and performance requirements;
- c) Standards for ensuring the reliability and reasonable redundancies in the physical plant of the Regional Broadband Network;
- d) An acceptable schedule for phasing and completing the work, that specifically includes WiValley's obtaining of such permits, easements, licenses and other access required from others in order to complete the construction of the Regional Broadband Network and to operate and maintain the Regional Broadband Network after completion;
- e) An approach to substantiating WiValley's ability to deliver a reliable, competent network operator for a period of at least 10 years and a contingency plan in the event that Otelco is not successful in the FCC CAF II auction;
- f) Provisions to transfer ownership of all vertical assets (including all utility poles, antenna towers, guyed towers, etc.) to the respective Town in which each such asset is located and maintenance thereof by a network operator after transfer;
- g) Performance security acceptable to the Towns;
- h) Coverage to be achieved through the Regional Broadband Network, including development of a methodology for determining equitably the distribution among the Towns and premises therein to receive slower download and upload speeds that do not meet the current broadband standard of 25 Mbps download speeds and 3 Mbps upload speeds;
- i) Long-term broadband service agreement provisions, including, but not limited to, broadband speeds, subscriber terms and pricing, installation costs, service level agreements, network maintenance and equipment upgrades, consumer protections, and Town purchase options of network infrastructure;
- j) Compliance with legal, regulatory and approval requirements, including public procurement and public design and construction laws;

- k) Negotiation of an inter-Town agreement to formalize the relationship between and among the Towns and their respective rights and responsibilities and approach to collaboration and decision-making during due diligence, planning, design, construction, and operation of the Regional Broadband Network (“Inter-Municipal Agreement”); and
- l) Town approvals and certifications.

Technical consultants shall be procured by the Towns from a list of pre-approved consultants to be provided by MassTech.

Each Town may retain its own outside legal counsel for the purpose of negotiating the Inter-Municipal Agreement, the Towns shall be required to jointly procure technical consultant(s) and outside legal counsel (for all legal matters other than the Inter-Municipal Agreement).

2. Project Personnel and Notification

- a) All communications to MassTech regarding legal issues shall be mailed or delivered to the following address, or sent by facsimile or email to the following:

Massachusetts Technology Collaborative
75 North Drive
Westborough, MA 01581
Att: General Counsel
508/870-0312 (phone)
508/898-2275 (fax)
holahan@masstech.org

All communications to a Town regarding legal issues shall be mailed or delivered to the following address, or sent by facsimile to the following number:

Town of Florida
{Insert name, address, phone, fax and email}

Town of Hawley
{Insert name, address, phone, fax and email}

Town of Monroe
{Insert name, address, phone, fax and email}

Town of Savoy
{Insert name, address, phone, fax and email}

Any notice hereunder shall be in writing and shall be effective (i) if dispatched by facsimile or email and delivery is electronically confirmed by said media, the day such electronic confirmation is received, (ii) if sent by courier, one business day after dispatch, (iii) if sent by first class mail, five business days after its date of posting.

- b) MassTech and each Town have designated the following persons to serve as Project Manager/Representative to support effective communication between MassTech and the Towns, and to report on the work’s progress. Furthermore, the Towns have jointly designated the Town of Hawley to act as the primary point of contact between MassTech and the Towns in the administration of this Agreement.

For MassTech: {name, email and phone number}

For Florida: {insert name, email and phone number}

For Hawley: {insert name, email and phone number}

For Monroe: *{insert name, email and phone number}*

For Savoy: *{insert name, email and phone number}*

3. The Grant

a. In consideration of each Town’s agreement to participate in the Action Plan, Mass Tech shall pay to the Lead Town in one lump sum payment the aggregated allocation amount of One Hundred Sixteen Thousand Dollars (\$116,000.00). Each Town’s allocation amount that is being contributed to the Grant is listed below in the middle column, which shall be applied against each Town’s approved MBI last mile allocation:

	Initial, Up-Front Lump Sum Grant Disbursement	Remaining Funds Available from MBI Allocation After Initial, Up-Front Lump Sum Grant Disbursement
Florida	\$34,692	\$605,308
Hawley	\$28,187	\$491,813
Monroe	\$17,888	\$312,112
Savoy	\$35,233	\$614,767

MassTech shall disburse the up-front lump sum grant payment to the Lead Town within thirty (30) days after the later of (1) the date that all Towns have executed this Agreement; or (2) the date that all Towns have executed the Action Plan. The amounts listed in the right-hand column above are **not** the subject of this Agreement but are stated for information only.

b. The Lead Town may expend grant funds only for services provided directly by consultants and outside legal counsel retained to assist with implementation of the Action Plan.

c. The Lead Town shall keep records of all expenditures made with Grant funds according to Generally Accepted Accounting Principles. The Lead Town shall provide copies of such records within five business days after request by MassTech.

d. The Lead Town shall submit to MassTech on a quarterly basis, a report summarizing expenses incurred to date under this Agreement utilizing a template that shall be provided by MassTech. The quarterly report shall be accompanied by a certification signed by an appropriate Town official certifying (1) the accuracy of the quarterly report; and (2) that all grant funds expended by the Lead Town have been for actual costs incurred by the Lead Town for Allowable Expenses under this Agreement.

e. In the event this Agreement is terminated before the Lead Town has incurred or expended the entire amount of its Initial Up-Front Grant, the Lead Town shall promptly return the excess to MassTech, to be restored to each Town’s allocation.

4. Program Evaluation

Each Town agrees to support MassTech’s program evaluation activities, and MassTech’s goal to disseminate information regarding each Town’s experiences. To this end, each Town agrees that its key personnel and contractors working on the project will be available at reasonable times with advance notice to be interviewed by MassTech or its authorized representatives for purposes of program evaluation or case study development.

5. Access and Use

Each Town agrees to license or otherwise make available to MassTech or its designee in perpetuity, without charge, all written, graphic or digital materials prepared and produced under this Agreement.

6. Lobbying

No Grant funds may be used to pay for or otherwise support any activities intended to influence any matter pending before the Massachusetts General Court or for activities covered by the law and regulations governing “legislative agents” or “executive agents” set forth in the Massachusetts Lobbying Law, M.G.L. c.3, §39.

7. Amendments and Attachments

All conditions, covenants, duties and obligations contained in this SOW and its attachments may be amended only through a written amendment signed by each Town and MassTech.

Attachment 2

Action Plan

{TO BE ATTACHED WHEN EXECUTED}

Attachment 3

Form of Town Certification of Compliance

The undersigned are a majority of the Board of Selectmen of the Town of _____(the "Town"). We hereby depose and state the following:

1. Reference is made in this Certification to that certain Grant Agreement (the "Agreement") by and between the Massachusetts Technology Collaborative and _____(the "Provider") dated _____, 201_. All capitalized terms not defined in this Certification have the meanings given them in the Agreement.
2. The Town has complied with all procurement laws, and any other applicable laws and regulations required to implement the Project.
3. The completion of the [_____] Milestone, or construction of Phase number ____ or the Project (check as appropriate) is complete and the Network or designated Phase thereof, as applicable, is fully commissioned. For the final Certification submitted by the Town – The construction of the Network has achieved Final Completion as defined in Section 2(d) of the Grant Agreement.
4. There is no pending or contemplated litigation between the Town and the Provider.
5. There is no pending or contemplated arbitration between the Town and the Provider.
6. Attached is a certification signed by the Provider indicating that it has paid all subcontractors for all work performed on the project.
7. The Town and the Provider have entered into a broadband services agreement to address the long-term relationship between the Town and the Provider, said agreement remains in full force and effect and neither party to that agreement is in breach thereof.

Each of the undersigned acknowledges that the Massachusetts Technology Collaborative is relying on the accuracy of the statements herein and certifies and states under penalty of perjury that the foregoing statements are true and correct to the best of his or her knowledge.

(Printed Name of Selectperson / Manager)

Date:

(Printed Name of Selectperson / Manager)

Date:

(Printed Name of Selectperson / Manager)

Date:

(Printed Name of Selectperson / Manager)

Date:

(Printed Name of Selectperson / Manager)

Date: