



Original

# Town of Leverett MA, MLP Fiber to the Home Network Operator Services

## Inter-Governmental Service Agreement

City of Holyoke Gas and Electric Department  
And  
Town of Leverett, Municipal Light Plant

Agreement made this 12<sup>th</sup> day of August, 2014 between The Town of Leverett Massachusetts (Town) and the Leverett Municipal Light Plant (MLP) with business address of 9 Montague Road, Leverett, MA 01054 and the City of Holyoke Gas and Electric Department (HG&E) with business address of 99 Suffolk Street, Holyoke, MA 01040. This agreement is entered into pursuant to M.G.L. Chapter 40, section 4A.

Whereas, the Town has entered into a contract with a contractor ("Contractor"), selected by the Town pursuant to a public bidding process, for the construction of a Fiber to The Home (FTTH) Network, which is scheduled to be completed by the end of December 2014; and

Whereas, the Contractor (Millenium) will provide maintenance and support for the FTTH Network, including the fiber plant, for a period of one year after completion of construction; and

Whereas, the MLP will execute a successor agreement with an outside plant services company who will maintain the fiber plant upon expiration of the agreement with Millenium; and

Whereas the MLP will execute an agreement with a Service Provider that will provision Internet and Telephone Service to those residents and businesses of the Town that sign-up to receive service from the Service Provider; and

Whereas the Service Provider will be responsible for all aspects of provisioning Internet and Telephone Services to end-users, and all end-user support; and

Whereas the Massachusetts Broadband Institute (MBI) has constructed a middle-mile fiber network in Western Massachusetts that includes a connection point in the Town of Leverett; and

Whereas the MBI fiber in Leverett ties back to MBI's regional Gateway at 1 Federal Street in Springfield, MA, allowing telecommunications service providers to inter-connect with the MBI network in order to provision services to the Town; and



# Town of Leverett MA, MLP Fiber to the Home Network Operator Services

## Inter-Governmental Service Agreement

Whereas, MBI has contracted with Axia to serve as the network operator for the MBI fiber network; and

Whereas, the Town wishes to procure certain long-term FTTH network operator services through an inter-governmental services contract with HG&E; and

Whereas, HG&E owns and operates its own fiber optic network and wishes to provide certain network operator services to the Town;

NOW, THEREFORE, in consideration of the foregoing promises, and the terms and conditions hereinafter set forth, and for other good and valuable consideration the adequacy and receipt of which is hereby acknowledged, it is AGREED:

### 1. SCOPE OF SERVICES

HG&E's role as network operator is to remotely monitor the performance of portions of the Town of Leverett Fiber to the Home (FTTH) network equipment and to take appropriate and timely corrective action, as defined below, in the event that any equipment within the scope of this agreement is not functioning properly.

A description of the FTTH Network is shown in Figure 1 below. The Network Operator is responsible for monitoring the equipment from the interface to the middle-mile fiber interconnection to the MBI/Axia network through the Optical Network Terminal (ONT) attached to each subscriber's premise.

The following services are included in the scope of responsibilities for the Network Operator:

- a. Point of Presence (POP) monitoring and maintenance.
  - i. The network operator will continuously remotely monitor (24x7x365) the performance of the network equipment located in the POP buildings located at 95 Montague Road and 145 North Leverett Road and will escalate any anomalies as outlined below.
  - ii. The POP equipment included within the scope of this Agreement will be identified on the as-built drawings for the POP's and will be attached to this Agreement as Exhibit 1A and 1B.
  - iii. The network operator will continuously remotely monitor (24x7x365) environmental conditions of the network equipment areas within the POP buildings (power, HVAC,



## Town of Leverett MA, MLP Fiber to the Home Network Operator Services

### Inter-Governmental Service Agreement

gen sets, temperature, smoke, humidity, door entry) and will escalate any anomalies to the responsible parties.

- iv. Replacement of any POP equipment will be at the expense of the Town. The Network Operator will work with the Town to ensure that any valid equipment warranties are utilized for required equipment replacements.
- b. Customer Premise Equipment (CPE) Optical Network Terminal ONT monitoring and maintenance. The network operator will remotely monitor the performance of CPE ONT devices located on the exterior of subscribers' premise dwellings. Any malfunctioning ONT's that require replacement will be replaced by the Network Operator with ONT's provided by the Town.
- c. Middle-mile network connectivity to ISP. The Network Operator shall order, install, provision, monitor, maintain and bill the Town of Leverett Municipal Light Plant for a one gigabit lit ethernet service from MBI AXIA originating from POP #1 located at 95 Montague Road in Leverett to 1 Federal Street, Springfield, MA.
- d. Monitor the access network from the middle-mile interface to the MBI/Axia network up to each activated ONT on the exterior of the subscriber premise dwelling.
  - i. Produce statistical information on network health to the Town every month inclusive of throughput, latency, packet loss, jitter and top-talkers;
    - 1. Overall network;
    - 2. Subscribers.
  - ii. Performance Monitoring using existing HG&E systems and the Leverett owned Calix Management System.
- e. Field dispatch for access nodes and premise ONTs. Perform troubleshooting, repair or replacement, with hardware provided by the Town, for access node equipment and ONTs .
- f. Monitor network performance and traffic optimization within pre-defined metrics.
  - i. Provide priority service to public safety organizations.
- g. 24 x 7 x 365 telephone support to the Town of Leverett Municipal Light Plant and dispatch services to appropriate responders.
- h. Coordinate as appropriate with Service Provider on resolution of any network access issues within the scope of the Network Operator in order to ensure timely resolution and accurate communication by Service Provider to customers.
- i. At the reasonable request of the Town of Leverett Municipal Light Plant, provide services listed in Section 1 above that may be the responsibility of the Contractor, through a separate agreement between the Town and Contractor, during the first year of this Agreement.



# Town of Leverett MA, MLP Fiber to the Home Network Operator Services

## Inter-Governmental Service Agreement

2. EXCLUSIONS - The following are NOT included in this Network Operator Services Agreement:
  - 2.1 Installation, maintenance, repair, or replacement of any fiber optic cable or associated hardware or apparatus.
  - 2.2 Installation, configuration, testing, commissioning or debugging of initial FTTH access network deployment.
  - 2.3 Service provider functions including troubleshooting or correction of telephone and Internet service or content issues.
  - 2.4 Provisioning, troubleshooting or maintenance of end user services, and fielding calls from end users.
  - 2.5 Provisioning, troubleshooting or maintenance of end user devices and equipment, and fielding calls from end users.
  - 2.6 Replacement of malfunctioning or broken hardware or peripherals, other than what is specifically defined in Section 1. Any broken or malfunctioning hardware items will be replaced by Leverett MLP at its own cost.
  - 2.7 Purchase of software, software upgrades, software maintenance contracts, and licenses for all systems software is the responsibility of Leverett MLP, at its own cost.
  - 2.8 Appropriating funds for hardware and software, and related services. Leverett MLP is responsible for appropriating all required funds for the agreed upon scope, and for effecting any necessary fund transfers to accommodate changes to the scope.
  - 2.9 Network support for municipal government or school system operations, except as otherwise provided for general network support outlined in Section 1, Scope of Services, above.
  - 2.10 Operation and maintenance of the middle-mile access fiber (initially procured through Axia).
  - 2.11 Direct support for subscribers.
  - 2.12 POP building environmental systems maintenance or upgrades.
  - 2.13 POP building structural maintenance or upgrades.



# Town of Leverett MA, MLP Fiber to the Home Network Operator Services

## Inter-Governmental Service Agreement

### 3. PRICING

#### 3.1 Network Operator Services Defined in Section 1.

The Town shall pay HG&E a one-time material, installation and setup fee of \$30,000 for required network monitoring equipment and installation costs. The Town shall pay HG&E a monthly lump sum services fee of \$5,400 as per Scope of Services and Fee Schedule defined in below. Total network operator fees for Scope of Work defined in Section 1 are estimated to be \$64,800 per year.

| Item   | Quantity | One-time MRC (Nonrecurring Charge) |              | MRC (Monthly Recurring Charge) |             | SLA Action / Response  |
|--|----------|------------------------------------|--------------|--------------------------------|-------------|--|
|  |          | Material                           | Installation | Unit cost                      | Total cost  |  |
| Network equipment maintenance & monitoring                       |          |                                    |              |                                |             |  |
| POP equipment monitoring & maintenance                           | 2        | 2,000                              | 2,000        | 200                            | 400         | 24 x7 x365- Verify, dispatch engineer, escalate to TAC<br>15 minute response, 2 hours on-site<br>equipment sparing by MLP  |
| CPE monitoring & maintenance                                     | 800      | 0                                  | 4,000        | 3                              | 2400        | 6A - 10P, 7 days- Verify, remote diagnosis<br>8A - 8P, 7 days- Dispatch technician<br>2 hour response, on-site by call ahead appointment<br>equipment sparing by MLP |
| POP security, environmental & surveillance                       | 2        | 5,000                              | 5,000        | 200                            | 400         | Furnish, install, configure, test, manage & monitor<br>24 x7 x365- Verify, dispatch Police or Fire   |
| Network performance monitoring                                   | 4        | 2,000                              | 2,000        | 100                            | 400         | 24 x7 x365 automated fault notification & dispatch<br>Weekly NOC network performance trend review  |
| Network performance reporting                                    | 1        | 2,000                              | 2,000        | 200                            | 200         | Monthly to MLP- data & format TBD<br>Twice annual trend roll-up & face to face MLP review  |
| <b>sub-Total- Network equipment maintenance &amp; monitoring</b> |          | <b>11000</b>                       | <b>15000</b> | <b>703</b>                     | <b>3800</b> |  |
| <b>Middle mile services</b>                                      |          |                                    |              |                                |             |  |
| Middle mile link monitoring & maintenance                        | 1        | 1000                               | 1000         | 100                            | 100         | 24 x7 x365- Verify, dispatch provider  |
| Middle mile link MBI   | 1        | 1000                               | 1000         | 1500                           | 1500        | 24 x7 x365- Verify, dispatch provider  |
| <b>sub-Total- Middle mile services</b>                           |          | <b>2000</b>                        | <b>2000</b>  | <b>1600</b>                    | <b>1600</b> |  |
| <b>Total</b>   |          | <b>13000</b>                       | <b>17000</b> | <b>2303</b>                    | <b>5400</b> |  |

#### 3.2 Price increases

The total price per year shall increase by an amount set by the annual increase in the Northeast Region consumer price index for the previous year.



# Town of Leverett MA, MLP Fiber to the Home Network Operator Services

## Inter-Governmental Service Agreement

### 3.3 Out-of-Scope Work (Change Orders)

Any Out-of-Scope work performed by HG&E will be billed according to the Rate Sheet shown in Attachment 1. Out-of-Scope work is defined as any activity not identified within Section 1. Prior to responding to any requests for assistance outside the scope of this Agreement, HG&E will submit a change-order request detailing the requested work, and identifying the estimated cost to complete the requested work. HG&E will act on such requests only after the Change Order is approved, in writing by the Town.

### 3.4 Project Schedule and Resource Assumptions

Network Operator services and the five year term of this Agreement shall commence on December 1, 2014. In the event of a delay in the network build, HG&E shall commence Network Operator services 30 days prior to network completion. HG&E estimates that it will take approximately 90 days from execution of this Agreement to procure, install and commission the materials necessary for HG&E to meet its obligations contemplated under this Agreement and shall begin these activities once this Agreement is signed by the Town. HG&E shall also order and install the middle-mile network connectivity in the month of September 2014, subject to appropriate response by MBI/AXIA. HG&E shall invoice the Town for middle-mile services once the service is activated and tested.

## 4. BILLING AND PAYMENT

HG&E shall bill the Town on a monthly basis for the monthly lump sum services fee defined in Section 3.1 plus any approved out of scope work based on actual labor, materials, and outside services expended according to the rates in effect. The initial up-front capital payment will be due after the first month of service under this Agreement. The Town shall render payment within 30 days of receiving any invoice.

## 5. INSURANCE AND INDEMNIFICATION

HG&E shall, at all times during the Contract, maintain in full force and effect: Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of the Section herein entitled Indemnity. All insurance shall be by insurers and for policy limits acceptable to the Town and, before commencement of work hereunder, HG&E agrees to furnish the Town with certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation or material



# Town of Leverett MA, MLP Fiber to the Home Network Operator Services

## Inter-Governmental Service Agreement

change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Agreement, HG&E shall carry the following types of insurance in at least the limits specified below:

### COVERAGE LIMITS OF LIABILITY

|  |  |
|--|--|
| Workers' Compensation                            | Statutory Limit  |
| Employers' Liability                             | \$500,000  |
| Bodily Injury Liability<br>(Except automobile)   | \$1,000,000 each occurrence<br>\$2,000,000 aggregate   |
| Property Damage Liability<br>(Except automobile) | \$1,000,000 each occurrence<br>\$2,000,000 aggregate   |
| Automobile Bodily Injury<br>Liability            | \$1,000,000 each person<br>\$2,000,000 each occurrence |
| Automobile Property Damage<br>Liability          | \$1,000,000 each occurrence                            |
| Excess Umbrella Liability                        | \$1,000,000 each occurrence                            |

The Town shall be named as an additional insured under the liability and automobile insurance. The general liability insurance policy should contain a broad form general liability endorsement.

### INDEMNITY

HG&E shall indemnify and hold harmless the Town from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property, loss of life or failure to perform resulting from HG&E's responsibilities pursuant to this Agreement but only to the extent that HG&E would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

The Town shall indemnify HG&E from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages and any and all claims, demands and liabilities whatsoever of every name and nature both in law and in equity on account of injury to person or property or loss of life resulting from the Town's responsibilities pursuant to this Agreement, but only to the extent that the Town would otherwise be liable pursuant to the Massachusetts Tort Claims Act, M.G.L. c. 258.

By entering into this Agreement the parties have not waived any governmental immunity or limitation of damages which may be extended to them by operation of law.



# Town of Leverett MA, MLP

## Fiber to the Home Network Operator Services

### Inter-Governmental Service Agreement

Neither party shall be liable to the other party hereto in tort, contract, indemnity provision, under statute or otherwise in law or equity or by contract for any indirect, consequential, incidental, punitive or exemplary damages, lost profits or other business interruption damages.

#### 6. PERSONNEL

6.1 For the duration of this agreement, HG&E shall utilize staff qualified to satisfy HG&E's obligations under this Agreement. The Town has the right to reasonably approve or reject any changes in personnel proposed by HG&E during the term of this agreement.

6.2 For all purposes, including insurance and liability purposes, network engineers, network technicians and any specialists used shall be employees of HG&E. All vehicles utilized by HG&E staff shall be provided by HG&E and or their staff and shall not be the responsibility of the Town or the Town's insurance provider.

#### 7. RESPONSIBILITIES OF THE TOWN

7.1 The Town agrees to identify a single point of contact who will interface with HG&E and direct HG&E with respect to the services to be provided according the this Agreement. The Town further agrees to provide HG&E the authority to act on the Town's behalf in order to interact and direct the construction contractor(s), equipment manufacturer(s) and service provider(s) toward successful project implementation.

7.2 The Town agrees to provide access to the POP location and other applicable network locations necessary to perform network operator duties as outlined in this agreement.

7.3 The Town agrees to provide the network operator with escalation lists for all monitored equipment and services including POP environmental and security systems contact lists.

#### 8. MISCELLANEOUS

8.1 Both parties shall observe and comply with all federal, state and local laws and regulations which may govern the obligations as herein specified. .

8.2 **Nondiscrimination** HG&E and the Town shall not discriminate against any person because of race, gender, age, color, religion, ancestry, handicap, sexual orientation, sexual identity, gender identity, veteran status, national origin or any other protected class under the law.

8.3 **Venue and jurisdiction** of any action brought will only be in the Commonwealth of Massachusetts, County of Hampshire.





## Town of Leverett MA, MLP Fiber to the Home Network Operator Services

### Inter-Governmental Service Agreement

- 8.4 **Licenses and Fees** HG&E and the Town shall obtain all licenses and permits (other than the license and permit granted by the Agreement) required to conduct the activities pursuant to this Agreement and shall promptly pay all fees, taxes or other state or municipal costs necessary for said licenses, permits or activities.
- 8.5 **Availability of Funds** the compensation provided by this Agreement is subject to the continued availability of Town funds and appropriations and the continued availability of any other funds anticipated or earmarked for the work hereunder and HG&E's obligations are subject to being paid on the terms hereunder.
- 8.6 **Access to Records** HG&E will make all books, accounts, data, records, reports, files and other papers required to be kept or kept in the course of the work to be performed under this Agreement available at all reasonable times for inspection, review and audit by the Town or its authorized representative.
- 8.7 **Rights and Remedies** HG&E's and the Town's rights and remedies provided in this Agreement are in addition to any other rights and remedies provided by law.
- 8.8 **Ownership of Documents** the parties agree that all documents provided to the Town pursuant to this Agreement by HG&E shall belong to the Town with all rights established thereby.
- 8.9 **Modification, Waiver of Change** No modifications, waiver or change shall be made in the terms and conditions of this Agreement, except as may be mutually agreed upon in writing by all parties hereto.
- 8.10 **Successors and Assigns** This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of each of the parties hereto.
- 8.11 **Entire Understanding** This Agreement, together with the attachments hereto, if any, represent the entire understanding of the parties, and neither party is relying upon any representation not contained herein.
- 8.12 **Severability** In the event that any provision of this Agreement shall be deemed invalid, unreasonable, or unenforceable by any court of competent jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. Further, should this Agreement omit any statutory or regulatory requirements which would otherwise render this Agreement illegal, and then this Agreement shall be deemed amended to the minimum extent necessary to comply with said statutes or regulations.



# Town of Leverett MA, MLP Fiber to the Home Network Operator Services

## Inter-Governmental Service Agreement

### 9. TERM AND TERMINATION OF AGREEMENT

The term of this Agreement is 60 months, and this Agreement may be terminated by either party by giving sixty (60) days' written notice of termination to the other party. After the initial 60 month term, this agreement shall automatically renew for a period of 1 year every year until either party chooses not to renew this agreement.

IN WITNESS WHEREOF, each of the Parties has duly executed this Agreement as of the date first above written.

**Town of Leverett MLP**

**Select board, Town of Leverett**

**Holyoke Gas & Electric**



# Town of Leverett MA, MLP Fiber to the Home Network Operator Services

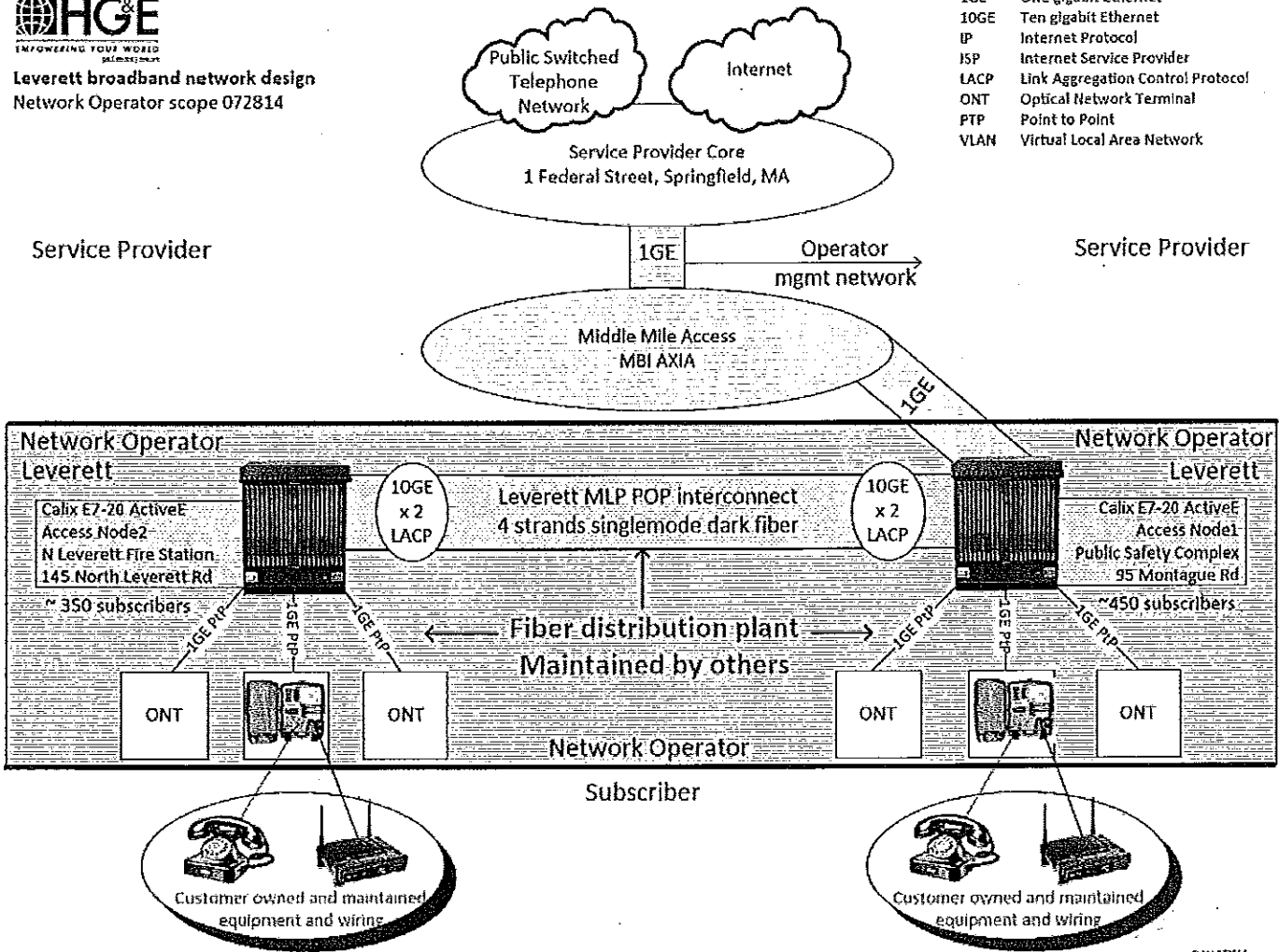
## Inter-Governmental Service Agreement

Figure 1



Leverett broadband network design  
Network Operator scope 072814

- 1GE One gigabit Ethernet
- 10GE Ten gigabit Ethernet
- IP Internet Protocol
- IISP Internet Service Provider
- LACP Link Aggregation Control Protocol
- ONT Optical Network Terminal
- PTP Point to Point
- VLAN Virtual Local Area Network



072814



# Town of Leverett MA, MLP Fiber to the Home Network Operator Services

## Inter-Governmental Service Agreement

### Attachment 1

### HG&E Rate Schedule – Effective May 1, 2013

#### LABOR

|                     | Normal Hours | Premium Hours              |
|---------------------|--------------|----------------------------|
| Network Engineer-   | \$115/hour   | 1.5 x's Normal Hourly Rate |
| Network Technician- | \$90/hour    | 1.5 x's Normal Hourly Rate |

Normal Hours are defined as Monday through Friday hours 8 AM-5 PM.

Premium Hours are defined as any hours outside of Normal Hours plus Saturdays, Sundays and Massachusetts Legal Holidays.

#### MATERIALS

Cost + 10%



**Town of Leverett MA, MLP  
Fiber to the Home Network Operator Services**

**Inter-Governmental Service Agreement**

**Exhibit 1A – 95 Montague Road POP AS-BUILT Drawings**



**Town of Leverett MA, MLP**  
**Fiber to the Home Network Operator Services**

**Inter-Governmental Service Agreement**

Exhibit 1B – 145 North Leverett Road POP AS-BUILT Drawings