

Minutes of the Meeting of the Heath MLB
May 24, 2022 at 11
virtual meeting

Present: MLB: Art Schwenger(Chair), Anne Emmet, David Gordon, and Ned Wolf

Absent: Bill Fontes

Art called the meeting to order at 11.

Members read the minutes of the May 17th MLB meeting. Sheila corrected page 1 paragraph 5. It should be replaced by the following:

The customer at 612 8A needs to be reimbursed \$518.28. Sheila hasn't requested a payment yet from the Accountant. The Accountant will first receive an invoice sent from Sheila and the MLB.

Anne moved that the minutes of the May 17th MLB meeting be approved with corrections. David seconded the motion. The motion passed by unanimous vote.

Members read the minutes of the May 10th WG&E installs meeting. Anne moved that the minutes be approved as written. David seconded the motion. The motion passed by unanimous vote.

Members read the minutes of the May 17th WG&E installs meeting. Anne moved that the minutes be approved with corrections. David seconded the motion. The motion passed by a unanimous vote.

Sheila said that the Affordable Connectivity Program (ACP) replaces the Emergency Broadband Benefit Program (EBB). The ACP provides a discount of up to \$30. We agreed to pay a portion of the cost to send fliers to customers who could be eligible.

Sheila said that the May 10th expense reports from the Accountant still do not reflect revenue received or the transfer of funds as approved at the May 7th ATM to the MLP Manager salary account.

Sheila reported that a customer who had a temporary overhead installation last fall had an appointment this spring for an underground survey. The person who would have done the survey was a no-show. The customer has said that he will determine the time of the next appointment.

David suggested that we ask at the 1:30 meeting whom we should call if a customer phones us reporting a no-show.

Sheila said that the customer at 6 Apache who had said yes to having an installation has decided she does not want one.

Sheila will forward to Anne and Ned the bandwidth report that she has sent to Art, David, and Bill. The report shows that there was at least one time during May 11 – May 17 when the usage exceeded 1.0 Gbps (1.0 gigabits per second).

Next Tuesday May 31 Sheila may not be able to attend the MLB meeting at 11. We may use David's zoom subscription.

Art said that we need a maintenance and emergency protocol for the fiber hut. David will read the draft of the protocol that Sheila sends him.

Members discussed 2 documents David sent by email on May 23rd: the latest Backhaul Service and Cost Sharing Agreement and the Backhaul Connection Appendix for a Crown Castle, LLC Connection in Rowe. There are 2 red-lined changes proposed in the first document by David Dvore and recommended by David Gordon as well. These are as follows:

- In section 6.4.1 change "may" to "will". This section is meant to protect the town that enters into the contract with the backhaul provider from ending up being liable for all costs if one or more towns fail to pay their share.
- In section 7.1.1 replace the words following "or at the" with the words "expiration of this Agreement."

David said that all 5 towns (Heath, Rowe, Charlemont, Colrain, and Leyden) are needed to enter into an agreement with a backhaul provider. Also, all 5 towns are needed for a town to get out of the agreement. This prevents there being a situation where one town leaves just because they want to leave. If the connection to the Crown Castle backhaul breaks and needs repairs, all 5 towns have to agree on the repairs.

Art asked in relation to sections 4.2.1 and 4.3.1 what happens if one party cannot or will not agree? Regarding 4.2.1, David said that a single town has an agreement with a backhaul provider. For Crown Castle that town is Rowe. Rowe is the Backhaul Owner. For each backhaul there is a separate appendix which the towns sign. Without all 5 towns agreeing the backhaul won't happen. David said that Heath is unlikely ever to be a Backhaul Owner.

Section 4.3.1 allows the towns sharing a backhaul to allow another town to join. Unless all 5 towns want the new party to join, it doesn't happen.

Art asked about section 5.1.1 which appears under the heading 'Backhaul Maintenance' and refers to the Backhaul Owner sending invoices to the other Participating Parties. How does it work for Wired West towns? David said that Rowe, the Backhaul Owner, will send an invoice to whomever the town wants. Heath will want the invoice sent to Wired West.

David said that each town has financial responsibility for the maintenance of equipment in their town. A town can leave the contract only with the consent of the other towns. If that were to happen, there would need to be an agreement on how to maintain equipment in the town that left the contract.

Sheila asked whether a town meeting vote is needed or the signing by the Select Board? David said that KP Law says that a town vote is not needed provided that the Select Board has signed. He said that KP Law has completed its work. The documents have just come back from KP Law, and the 5 towns have agreed on everything other than the red lining.

Sheila said that she anticipates the Select Board will ask how they can sign a contract that is for more than 3 years?

David said that not all 5 towns have an MLB, but all do have an MLP Manager.

Action Taken *David moved that the MLB recommends that both the MLP Manager and the Select Board sign the Backhaul Service and Cost Sharing Agreement as well as the Backhaul Connection Appendix for a Crown Castle, LLC Connection in Rowe as emailed by David to the MLB on May 23rd assuming the red lined changes have been approved by the MLP representatives of the 5 towns. Ned seconded the motion. The motion passed with 4 ayes and 0 nays.*

The recurring costs for Backhaul Service with Crown Castle are divided as stated in the Crown Castle Backhaul Appendix with Heath's portion being 20%.

Anne asked about reassessing the usage. David said that the agreement with Crown Castle is for 5 years, and we will be monitoring usage. We will need to be on top of it as the time to renegotiate approaches.

Art confirmed with David that there are sufficient fibers between each of the towns.

David said that the MLP representatives of the 5 towns sent to WG&E a document of deliverables. The morning of May 24th they had a productive meeting with representatives of WG&E who initially wanted an RFQ for backhaul providers but who eventually agreed to Crown Castle as favored by the 5 towns. WG&E wants language clarifying their responsibilities as Network Operator.

David said that Mike Slowinsky is optimistic about getting grant money. That money will have to be spent by June of 2023. David said there will be a lead time for ordering equipment. He is optimistic that by June 7th we will have an agreement that the Select Board can sign.

We will ask at the 1:30 meeting about the status of the 6 MSTs in Mohawk Estates. We will also ask about whom to call in the event of a technician does not appear for an appointment.

Anne moved that the meeting be adjourned at 12:25. David seconded the motion. The motion passed by unanimous vote.

Respectfully submitted,

Ned Wolf