

# Town of Shutesbury

## MLP Terms and Conditions

By using and/or activating IP network or telecommunications connectivity services with us (“Network Services” or “Services”) and/or clicking the accept button on the login/registration page, you agree to be bound by the terms and conditions set forth below. Further, you acknowledge that upon use of the Services, Shutesbury MLP (doing business as “Shutesbury MLP”) will rely upon and commence processing your order and will incur expenses and obligations immediately, for which you acknowledge your obligation to comply with this agreement. By using the Shutesbury MLP network you agree to our Privacy Policy which can be found on our website [www.shutesbury.org/broadband](http://www.shutesbury.org/broadband).

### Mission Statement

The purpose of the Shutesbury MLP Board and Broadband Committee is to bring high speed fiber internet to every home in Shutesbury in the most cost effective, equitable, minimum risk, high quality and expedient manner possible.

Our success depends on the core values of our municipal network:

**Equitable:** Every home, business and buildable lot in the town must be served by the network.

**Financially Responsible:** The funding model for the project must be realistic for our town with a prudent plan for repayment of any incurred municipal debt within a reasonable timeframe.

**Affordable:** The cost of monthly subscriber fees must be competitive and affordable for townspeople.

**High Quality:** The network must be reliable and secure, with maintenance plans to deliver ongoing quality service.

**Scalable:** The network must serve residents for years to come and be easily modified, updated or expanded to provide continued access as needs increase.

ShutesburyNET will be a public utility serving the residents of Shutesbury. The network will be sustained and maintained exclusively by monthly subscriber fees.

### Overview

The Shutesbury MLP provides internet and telephone service to town residences and businesses over the town-owned fiber to the home (FTTH) optic network.

## The Network

The network is completely fiber optic, utilizing GPON (Gigabit Passive Optical Network) technology. Network electronics are located in a single hub, housed in a precast concrete structure (known as the “hut”) located behind the Town Hall. The hut has its own back-up generator, security and environmental monitoring. The GPON splitters are all located at the hub. An additional passive splitter, needed to provide service to the more densely populated area of Lake Wyola, was installed near the State Park beach.

The incoming feed (backhaul) is supplied by two independent sources. The primary feed of 10 gigabits comes from Crown Castle Communications, located at the electric power substation on Pratt Corner Road. As a backup we have a 250 megabit feed from Axia Communications utilizing the MBI “middle mile” connection at the Town Hall.

The network design, created by Precision Valley Communications in Vermont, specifies the size and routing of all the fiber cables, as well as splices, connectors and drops to the homes. The design divides the town into four fiber service areas (FSAs), each covering approximately ¼ of the town’s habitable geography. As-built records, both paper copies and electronic auto CAD drawings will be maintained indefinitely. The design also builds in capacity for future growth for new construction. Additional fiber lines are available at the town boundaries with Leverett, Wendell, and New Salem, which will allow for future interconnections to improve system redundancy.

The town’s fiber optic lines are attached to existing utility poles under licensing agreements with National Grid, Eversource, and Verizon. The network is connectorized, with MSTs (multiport service terminals) located in the vicinity of each drop line.

Each premise installation consists of a fiber optical cable (usually referred to as a ‘drop’) from the last utility pole to the premise location, either underground or aerially. Outside each home a small gray plastic clamshell box is attached, called a NID (Network Interface Device) which is where the fiber optic cable enters the home. Inside the home an ONT (Optical Network Device) and a wireless router are installed to enable a full-home network to connect all devices. For each home, the ONT is a Calix 803G Optical Network Terminal and the provided router is a Linksys EA7300 AC1750 MU-MIMO Gigabit WiFi Router. Customers are able to swap out this router with their own equipment if they wish.

## Governance

The network infrastructure is fully owned by the Town Of Shutesbury. Its construction was overseen by the Town Broadband Committee (the Committee). The Broadband Committee was appointed by the Selectboard in May of 2014, and currently consists of eight members. Operations are overseen by the Town Municipal Light Plant (MLP) Board. Five members were elected to the Board at ATM on 5/5/2018. ATM on 5/4/2019 voted to change the MLP Board to three members. The MLP appoints an MLP manager, who interacts with the ISP/NO(Network Operator) and other outside contractors in the day to day operation of the network. The manager is currently the chair of the Broadband Committee.

## Budget/Financial

On recommendation of the Massachusetts Department of Revenue (DOR), ongoing network operations are to be managed using an Enterprise Fund. At Town Meeting on 5/4/2019 residents voted to establish the broadband Enterprise Fund. The MLP will recommend an annual budget for the Enterprise Fund to be voted at each year's annual town meeting. The Enterprise Fund allows separation of all MLP funds from General Town Funds, but still allows town funds to be used as a backstop in the case of financial instability. Assuming excess revenue, the MLP funds can also flow back to the town annually to offset debt repayment directly related to the broadband project.

## Eligibility for Service

The town owned fiber network is installed on utility poles on every road in Shutesbury. Service is available to all residences and businesses in town, with provision for adding service as new properties are developed. During construction in 2019 fiber drops were offered to every existing residence and business in town that signed up for service for a flat rate fee of \$200. This fee helps to cover the cost of the ONT and wireless router. The initial sign up deadline was May 1, 2019, with a grace period until June 1, 2019. In August the Broadband Committee agreed to extend the sign up deadline to November 1, 2019. Customers who sign up between June 1 and November 1 will have drop costs covered by the installation, but since construction of the distribution network was completed by early summer, any required changes to that will be at the expense of the customer. After November 1, 2019 new customers will be responsible for the full cost of installation. Any new customers can contact the Shutesbury MLP to request a free estimate. Full payment for installation is required before service is activated.

[broadband@shutesbury.org](mailto:broadband@shutesbury.org), 413-345-2855

## Operations

The fiber optic network is operated and maintained under contract by a Network Operator (NO). Internet and Telephone service is provided as well under contract with an Internet Service Provider (ISP). On 3/1/2019 Crocker Communications was granted a three year contract to be

both the NO and ISP. The NO is responsible for monitoring the network to assure its operation, and to dispatch maintenance and repair crews when required.

Note that while the NO dispatches repair crews, the town is responsible for the costs of repair and maintenance. The MLP has casualty insurance which covers repair costs above a deductible of \$10,000 per incident/storm. The current insurance provider is PURMA (Public Utility Risk Management Association)

The ISP provides all of SHUTESBURYNET's customer service, including billing, new customer activation, technical support, and trouble calls.

Important Contact Information:

- New/Change Service request:
  - o Phone: 413-654-1703
  - o Email: [ShutesburyProvisioning@corp.crocker.com](mailto:ShutesburyProvisioning@corp.crocker.com)
- Support Department:
  - o Phone: 855-415-7592
  - o Email: [ShutesburySupport@crocker.com](mailto:ShutesburySupport@crocker.com)
- Billing Questions:
  - o Phone: 413-775-4170
  - o Email: [billing@crocker.com](mailto:billing@crocker.com)

## Services Offered

The MLP offers high speed internet and telephone service through its trade name SHUTESBURYNET.

The internet service is synchronous (same speed for uploads as for downloads), with a maximum potential speed of 1Gbps (1 gigabit of data per second or 1000 Mbps). Although actual customer's speeds may vary, our town's Gigabit service far exceeds the FCC's standard for broadband (25 Mbps download / 3 Mbps upload, as of August 2019).

The telephone service is VOIP (voice over IP) and provides unlimited nationwide long distance calling, caller ID, voice mail, and a host of other advanced services, all for a single monthly fee.

## Fees

There are two components of the monthly fee charged to service subscribers:

1. MLP fee: The MLP fee covers the town's costs to operate and maintain the network. These costs include insurance and maintenance and a host of other requirements.. Funds for depreciation will be set aside each year to allow for the replacement of network electronics after seven years. A portion of this fee is expected to be returned to the town each year to pay the annual debt service on the construction bond.

The MLP fee for 2019 is \$52.00

2. ISP: Internet Service Provider fee (currently Crocker Communications): The amount is set by contract) and includes a Network Operator fee.

Total Customer Fees for 2019:

**MONTHLY SERVICE FEES\*:**

|         |                           |   |
|---------|---------------------------|---|
| \$74.95 | 1Gbps internet only       | \$19.95 plus \$3 Network Operator fee = \$22.95 Crocker fee PLUS \$52 MLP FEE = \$74.95 |
| \$74.95 | Phone service only        | \$19.95 plus \$3 Network Operator fee = \$22.95 Crocker fee PLUS \$52 MLP FEE = \$74.95 |
| \$87.90 | 1Gbps internet plus phone | \$32.90 plus \$3 Network Operator fee = \$35.90 Crocker fee PLUS \$52 MLP FEE = \$87.90 |

\*These fees do not include state and federal mandated taxes and fees which will be about \$3 for internet and \$7 for phone service.

**Additional Phone lines:** Each additional voice/fax line incurs a \$19.95 per month Crocker fee. This is for completely separate phone line that will allow subscribers to make calls or receive faxes simultaneously. Alternately, you can have multiple phone numbers all ring on the same phone line (with a distinctive ring for each) for \$8.95/mo for each additional phone number (on that same line).

**Static IP Address:** \$5.00/per month additional charge.

**Email addresses:** Free. Your Crocker.com email will be free as long as Shutesbury continues to use Crocker as their ISP. If a new ISP is chosen in the future you can keep your Crocker.com email but it will incur a \$48/year charge to continue using it.

**Monthly Billing:** Free. You can link your bill to your bank account or credit card and have your monthly charges deducted automatically. Or, you can opt to receive a paper bill and mail in a check.

**International Calling:** Phone service includes unlimited local and long distance within the 48 states, Canada & Puerto Rico. International rates change regularly so please contact Crocker to get up-to-date rates.

**OTHER SERVICES:** Please contact Crocker for additional telecommunications services such as hunt groups, PBX solutions and any other services you might be interested in.

## Restrictions

**Sharing of Services:** It is important that every premise sign up and pay for its own service. Sharing service with another household is a violation of our policy and is essentially “stealing” from all residents in Shutesbury because you’re making other people pay for your share of the service. If we discover that you are sharing service with another household, we reserve the right to shut off your service. Note that this is standard practice for both public and private internet providers.

**Cancellation of Service:** You can shut off your service at any time, but when you re-activate it after more than 90 days of inactivity, you will incur a \$250 reactivation fee. We must charge this amount because even if you’re not using the service, we still have to maintain the network connection to your home in your absence. Contact our customer service support line to terminate your service.

If you cancel your phone service, your phone number will be released and you may not be able to get it back. We have no control over released phone numbers.

**Suspension of Service:** If you wish to suspend service while you are away, you can contact customer service support and ask for suspended service. This costs \$50/mo for suspended internet only service or \$58.95/mo for suspended internet plus phone service (this allows you to keep your phone number). We added this suspended service to give seasonal people and landlords another option to avoid the reactivation fee.

For suspended service \$5 goes to Crocker, \$45 to MLP. For bundle or phone suspension, \$45 goes to MLP, \$13.95 goes to Crocker.

**Transfer of Service:** There is a \$49.95 charge for a new activation which is billed to the new customer to cover the cost for our ISP to set up the new service. As long as there is a less than 90 day gap between transfer of services, the \$250 reactivation fee for part-time service (see above) can be avoided.

**Nonpayment of Services:** You will be charged late fees for missed bills. In the event of a missed payment, our vendor will follow up with additional emails and phone calls reminding you to pay your bill.

You will be charged late fees for missed bills. 1.5% per month (18% per annum)

Services may be suspended for invoices over 30 days past due and will be terminated after 90 days. Terminated accounts for nonpayment may be subject to a reactivation fee of \$49.95 plus a collection of prior debt plus late fees and one full month advance payment.

If you have phone service provided by our ISP, you'll still have a dial tone and be able to call 911 and the billing department for up to 120 days.

**Net Neutrality:** ShutesburyNet (and its network operators) will comply with the FCC Net Neutrality regulations as mandated in 2016 even if they are suspended by the FCC, unless otherwise restricted by state or federal law.

**Damage to equipment:** The NID and the ONT provided to every subscriber remain the property of ShutesburyNet. Any damage (including tampering) to the NID or ONT is the responsibility of the homeowner. Any repair costs for visible damage or tampering will be charged to the homeowner. Maintenance and repair of the Linksys router is the subscriber's responsibility.

**Technical Support:** Technical support is provided 24/7/365 by the ISP vendor and includes voice and email support. ShutesburyNET is supported up to and including the ONT at each premise. If service is confirmed by the ISP to the ONT and the technical issue is determined to be within the home, the ISP will provide reasonable remote assistance. If the problem cannot be resolved remotely and the customer requires an in-home technician visit, a service fee will be charged to the homeowner.

## Disclaimers

1. The Agreement represents the entire agreement between the Customer and Shutesbury MLP with respect to the Services provided, superseding all previous communications or agreements regarding such subject matter. These Terms and Conditions are subject to revision by Shutesbury MLP in its sole discretion. Notice of modification may be provided through an update of the Shutesbury MLP web page, and Customer's continued use of Services following the date of revision shall be considered the Customer's acceptance of the change(s).
2. The Customer understands and acknowledges that Shutesbury MLP is not liable for any indirect, incidental, special, punitive, or consequential damages; lost profits, loss of data, loss of hardware or software, loss or liability resulting from computer viruses, Service defects, or security insufficiency arising out of or related to this Agreement, the performance or breach thereof; the Services provided or failure to be provided; or any delay, non-delivery, wrong delivery, or Service Interruption whether or not caused by the

negligence of Shutesbury MLP or their agents, employees, or any party, even if the party has been advised of the possibility thereof.

3. The Customer's correspondence or business dealings with, or participation in promotions of, content providers, advertisers, or sellers of goods and services found on or through the Services, including payment and delivery of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between the Customer and such entity. The Customer agrees that Shutesbury MLP shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such advertisers, content providers, or sellers in connection with the Services.
4. The Customer shall indemnify, defend, and hold Shutesbury MLP harmless from any and all claims resulting or alleged to result from: (a) The Customer's use of the connection provided by Shutesbury MLP and/or any service equipment or software provided by Shutesbury MLP ; (b) fault, negligence, or failure of the Customer to perform the Customer's responsibilities hereunder; (c) claims against the Customer by any other party; (d) any act or omission of any party furnishing services and/or products; or (e) the installation and/or removal of any and all equipment supplied by any person, including, but not limited to, Shutesbury MLP.
5. Services provided by Shutesbury MLP are "as is." Shutesbury MLP makes no warranty of any kind, expressed or implied, including, but not limited to, any warranty of merchantability, fitness for a particular purpose or non-infringement, or any warranty regarding the reliability or suitability for a particular purpose of its services. Shutesbury MLP assumes no responsibility for errors or omissions in their services and documents associated with services by reference or links. References to third parties, their services, and their products are provided "as is" without warranty of any kind, either expressed or implied. Shutesbury MLP services and documents associated with services could include technical or other inaccuracies or typographical errors.

### **Outages and Response Time**

The network is monitored 24/7 by the ISP/NO for outages. Any mainline cable breaks will be attempted to be repaired within 24 hours. Exceptions are made for extreme weather conditions and breaks where the utility company needs to provide first level response.