

**AMENDMENT TO
MASTER AGREEMENT
BETWEEN
WESTFIELD GAS & ELECTRIC LIGHT DEPARTMENT D/B/A WHIP CITY FIBER
AND
WIREDWEST COMMUNICATIONS COOPERATIVE CORP**

This AMENDMENT made 11/16/2020 | 1:33 PM PST, by and between City of Westfield Gas & Electric Light Department, a Massachusetts municipal lighting plant, with offices at 100 Elm Street, Westfield, MA 01085 (hereinafter "NETWORK OPERATOR"), and WiredWest Communications Cooperative Corporation (hereinafter "WW"), d/b/a "WiredWest", a municipal light plant cooperative, established, organized, and existing pursuant to Chapter 164 Section 47C of the Massachusetts General Laws. NETWORK OPERATOR and WW are collectively referred to as "Parties" and individually as a "Party".

WHEREAS, the Parties have entered into an agreement entitled "Master Agreement Westfield Gas & Electric Light Department d/b/a Whip City Fiber and WiredWest Communications Cooperative Corp", (hereinafter the "Agreement")

WHEREAS, the Agreement provides in Appendix C of such Agreement that in anticipation of a Force Majeure and/or a large-scale event in which the WW fiber distribution plant is damaged, Network Operator will offer to WW, at WW's expense, a third-party Emergency Network Repair Retainer Contract for the purposes of having at WW's disposal and on call 24X7X365. During major Network or Drop repair events in WW towns, Network Operator may activate Emergency Network Repair Contractor and bill WW for all work performed and its portion of the annual Contractor Retainer; and

WHEREAS, it is expected to be more cost effective for WW and other municipal light departments to share in the cost of any applicable contractor retainer; and

WHEREAS, the Parties wish to amend the Agreement to better define the responsibilities of each Party should a catastrophic event occur that impacts WW and other municipal light departments and the sharing of costs of the contractor retainer, and

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, NETWORK OPERATOR and WW agree to amend the Agreement as follows:

1. Appendix C Repair Price Schedule in the Agreement is hereby amended by deleting all three paragraphs following Force Majeure Event Recovery thereof and inserting in its place the following:

During major Network or Drop repair events, defined as those times when the amount of necessary repair work exceeds NETWORK OPERATOR's capability to make such repairs in a timely manner, NETWORK OPERATOR, at its sole discretion, will deploy resources and manage one or more independent fiber repair contractors for WW and other municipal light departments under a collective purchase agreement. Notice will also be provided by NETWORK OPERATOR to WW that NETWORK OPERATOR has deployed such resources in order to facilitate repairs consistent with the intent of this amendment.

One or more contractors will be assigned to WW or multiple towns based on the judgement and experience of NETWORK OPERATOR in order to fulfill its obligations as Internet Service Provider and Network Operator for WW.

Costs for Emergency Network Repair Services to WW and other participating towns will be assigned to WW as follows:

Annual Retainer: WG+E will use its best efforts to retain on an annual basis fiber repair crews to be shared with WW and other participating municipal light departments in the case of a catastrophic event. A portion of the cost of providing annual Emergency Network Repair Contractor Retainers will be billed by NETWORK OPERATOR on a pro rata basis to WW and other participating municipal light departments. WW's pro rata cost share shall be based on the Network Build miles within WW, as shown in Attachment A. The cost per Network Build mile of available fiber repair contractor crews is identified in Attachment A of this agreement.

NETWORK OPERATOR Emergency Response Assessment: WW agrees to pay NETWORK OPERATOR for work required to assess the damage and the coordination of the work to be done by the independent fiber repair contractors at the technician hourly rates as identified prior in Appendix C of the Agreement. WW understands that in a catastrophic event Network Operator's first responsibility is for the safety and sustainability of the citizens of the City of Westfield MA.

Actual Emergency Repair Costs: NETWORK OPERATOR will manage the restoration process and review the invoices from the fiber repair contractor for work performed on behalf of WW. NETWORK OPERATOR will forward the fiber repair contractor's invoice to WW for direct payment to the fiber contractor.

Project Management Fee: WW agrees to pay WG+E for its additional management of the independent fiber repair contractors and related back office support services at 6% of the amount invoiced by the fiber repair contractor.

Sixty (60) days prior to the end of the current term of the Emergency Network Repair services agreement, NETWORK OPERATOR will provide indicative pricing for said services, including the Annual Retainer cost, to WW for the upcoming contract term. WW will provide written notice to NETWORK OPERATOR at least forty-five (45) days prior to the end of the current term of the agreement, regarding its intentions to continue to participate in this Emergency Network Repair service or cease participation. NETWORK OPERATOR will finalize pricing for the Emergency Network Repair service Annual Retainer based upon those towns that have expressed their intent to participate, and will then finalize pricing for WW's approval. In the event WW does not wish to participate in this Emergency Network Repair service, NETWORK OPERATOR shall no longer be expected to procure and manage independent fiber repair contractors for WW should a major Network or Drop repair event occur.

2. All other provisions of the Agreement not amended or modified by this amendment shall remain in full force and effect during the term of the full term of the Agreement

IN WITNESS WHEREOF, Westfield Gas & Electric Light Department and WiredWest Communications Cooperative Corp. have caused this Amendment to be signed by their respective duly authorized representatives effective as of the day and year first above written.

**WESTFIELD GAS & ELECTRIC
LIGHT DEPARTMENT**

DocuSigned by:

Anthony Contrino

11/16/2020 | 1:33 PM PST

Anthony J. Contrino, General Manager

DS
JL

11/16/2020 | 12:24 P

WIREDWEST COMMUNICATIONS COOPERATIVE CORP

DocuSigned by:

Jim Drawe

11/16/2020 | 2:50 PM EST

James A. Drawe, Executive Director

ATTACHMENT A

1. NETWORK OPERATOR will procure for retainage at least three (3) fiber splicing crews and three (3) construction crews and make them available to WW and other municipal light plants for the purposes of fiber optic emergency repair.
2. WW agrees that NETWORK OPERATOR will be solely responsible for the dispatch and management of such crews. WW is willing and agreeable to the sharing of these crews at the sole discretion of NETWORK OPERATOR in the event that a catastrophic event occurs affecting other participating municipal light departments.
3. WW acknowledges contractor retainage agreement has a twelve (12) month term and as such, the cost identified below may change at each contractor retainage agreement anniversary date.
4. WW agrees that the number of miles of active Network Build contained in WW is New Salem 37.17 miles, Rowe 29.07 miles, and Washington 27.54 miles. Additionally Becket 116.07 miles, Heath 44.27 miles and Windsor 53.17 miles will be added by Fiber Service Area or Town upon acceptance of Town with recommendation from WG+E.
5. The per mile Network Build cost for WW to participate in this Agreement for Emergency Restoration is \$100.00 per mile,
6. The per mile Network Build cost for TOWN to participate in this Agreement for Emergency Restoration is **\$100.00** per mile (.
7. The annual costs for currently active WW TOWNS to participate in this Agreement for Emergency Restoration is **\$9,378.00**.
8. If TOWN's fiber build is completed mid-term of WGE's then existing agreement with fiber repair contractor, TOWN's total cost for participating in this Emergency Network Repair offering will be prorated based upon the number of months remaining in WGE's agreement with fiber repair .

Certificate Of Completion

Envelope Id: B96D6AF43A174F8FB32917AEB27263DE	Status: Completed
Subject: Please DocuSign: WW ISP Amendment- Agreement Emergency Response	
Source Envelope:	
Document Pages: 5	Signatures: 2
Certificate Pages: 5	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Richard Carnall
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	rcarnall@wgeld.org
	IP Address: 73.114.21.68


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11/16/2020 8:43:46 AM	rcarnall@wgeld.org	

Signer Events

John Leary
jleary@wgeld.org
IT Supervisor
Westfield Gas + Electric
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 192.189.28.30

Timestamp

Sent: 11/16/2020 8:51:56 AM
Viewed: 11/16/2020 10:55:15 AM
Signed: 11/16/2020 12:24:24 PM

Electronic Record and Signature Disclosure:

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Jim Drawe
jim@wiredwest.net
Security Level: Email, Account Authentication (None)

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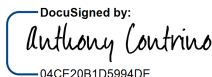
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ID: a6d04adc-dc66-435d-a4d6-d5d6aaca87db

Anthony Contrino
acontrino@wgeld.org
General Manager
Westfield Gas & Electric
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Certified Delivered	Security Checked	11/16/2020 4:22:14 PM
Signing Complete	Security Checked	11/16/2020 4:33:41 PM
Completed	Security Checked	11/16/2020 4:33:41 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

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From time to time, Westfield Gas and Electric (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact Westfield Gas and Electric:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: dmachado@wgeld.org

To advise Westfield Gas and Electric of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at dmachado@wgeld.org and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to dmachado@wgeld.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an e-mail to dmachado@wgeld.org and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify Westfield Gas and Electric as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Westfield Gas and Electric during the course of my relationship with you.