



**First Amendment to Service Agreement
Between
WiredWest Communications Coop Corp
And
Member Towns**

This AMENDMENT made August ____, 2020, by and between 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 and the Town of _____ Municipal Light Plant (hereinafter “Member MLP”) established, organized, and existing pursuant to Chapter 164, Section 34 of the Massachusetts General Laws. WW and Member MLP are collectively referred to as “Parties” and individually as a “Party”.

Whereas, the Parties have entered into an agreement entitled “Network Operations and Service Agreement” dated _____2019, (hereinafter the “Agreement”);

Whereas, Appendix A of such Agreement sets forth a formula for the distribution of any excess revenue that may exist at the end of the fiscal year (“Distribution Formula”), the amount of which the Board of WiredWest has authorized to be distributed among the participating Member MLPs;

Whereas, the Member MLPs have determined that the portion of the Distribution Formula that seeks to spread the maintenance costs among the Member MLPs based on the ratio of their respective network mileage to the network mileage of all of the Member MLPs is unworkable;

Whereas, the Member MLPs have determined that a more equitable distribution of the risk of large maintenance charges in any one Member MLP is better allocated by considering all Member MLP maintenance costs to be expenses of WW; and

Whereas, the Parties wish to amend the Agreement to address the problems with the Distribution Formula in Appendix A.

Now Therefore, in consideration of the mutual promises contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, WW and the Member MLP agree t as follows:

1. “Appendix A: Excess Revenue Sharing Formula” of the Agreement is hereby deleted in its entirety and replaced with the following:

**“Appendix A
Excess Revenue Sharing Formula**

Total Net Repair Expense (TNRE) = Sum of all maintenance and repair related



expenses for all Members in the past fiscal year minus all insurance claim payments received by WiredWest

Total Town Expenses (TTE) = pole license fees + pole bond fees + PURMA and or MIIA (as applicable) insurance + electricity + all regulatory fees (sales tax, USF, etc.) + credit card fees + vendor wholesale fees + any other charges that can be directly attributed to the Member.

Total Town Revenue (TTR) = All fees collected from Customers in a town for all services provided by WiredWest. TTR does not include revenue from leases of Dark Fiber received by Member, activation fees paid by the customer, or any pass through fees collected on behalf of the Member.

Net Town Revenue (NTR) = TTR - TTE

Total Net Town Revenue (TNTR) = Sum NTR for all Members with positive NTR

Total WiredWest Expense (TWWE) = Total of all TNRE + Total of all TTE + auditing + legal + accounting + backhaul + any other charges that WiredWest pays that are not directly attributable to a specific town + retained earnings designated by the WiredWest Board of Directors

Total WiredWest Revenue (TWWR) = All fees collected from Customers in all towns for services excluding activation fees paid by the customer, or any pass through fees collected on behalf of the Member.

Net WiredWest Revenue (NWWR) = TWWR - TWWE

Town Percentage of NWWR (TP) = if NTR > 0, then NTR/TNTR; if NTR ≤ 0, then 0

Town portion of NWWR = TP x NWWR”



2. Except as expressly modified in this First Amendment, the terms and provisions and the respective rights, powers, privileges, liabilities, obligations and duties of the Parties set forth in the Agreement are hereby reaffirmed and shall continue without modification or abatement.

3. This First Amendment shall become effective only upon agreement of all Member MLPs under the Agreement.

4. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

IN WITNESS WHEREOF, WiredWest Communications Cooperative Corporation and MLP have caused this **Amendment to Service Agreement** to be signed by their respective duly authorized representatives.

For MLP

For WiredWest

By: _____

By: _____

Title: _____

Title _____

Date _____

Date _____