

WiredWest Bylaws

As revised and adopted by the Board of Directors, August 25, 2012

Article 1. Organization

1.1 Name The name of the organization is WiredWest Communications Cooperative Corporation (hereinafter “WiredWest” or the “Cooperative”).

1.2 Authority WiredWest is organized as a municipal lighting plant cooperative under Massachusetts General Laws Chapter 164, §47C.

1.3. Purpose The purposes for which WiredWest is organized are for the transaction of any lawful business associated with municipal lighting plants under Massachusetts law including, without limitation, planning, building and operating a fiber-optic network that enables the provision of comprehensive, affordable, reliable and high-quality Internet, telephone, and television services as well as any new and enhanced services to all the residents, businesses and institutions of WiredWest towns who are interested in participating. WiredWest’s charter area includes 47 towns in Berkshire, Franklin, Hampshire and Hampden Counties. To ensure financial viability, WiredWest may, at its discretion and subject to the provisions of these Bylaws, expand membership in WiredWest beyond the original charter area and may provide service to non-member towns.

1.4 Principles WiredWest will adhere to the following principles:

Universal Access: Every home and business that requests and can afford it should have access to 21st century telecommunications.

Community-Operated: Participating towns must have a role in governance and oversight of the organization to ensure that its policies and practices represent the best interests of its member communities and region.

Financially Sustainable: Its business model will be realistic in its assumptions, and be built on the premise that revenues will cover operational costs, debt service and repayment of capital investment within a reasonable timeframe.

Affordable: WiredWest will strive to enable the provision of comprehensive, high-quality services, with secure, reliable connections at affordable rates.

Future-proof: Building a high capacity network for the WiredWest region is essential, but the upfront costs are high. Thus, the network must last a long time and be capable of highly scalable, economic upgrades as needs increase.

1.5 Fiscal Year The fiscal year of WiredWest will be July 1 through June 30.

Article 2. Membership

2.1 The founding Members of the WiredWest Cooperative shall be Municipal Lighting Plants established in accordance with M.G.L. Ch. 164, §34 and §47E by towns in Franklin, Hampshire, Hampden, and Berkshire Counties. Any of the forty-seven charter towns listed in Appendix A may become founding members (also referred to as the “charter area”).

2.2 Any Municipal Lighting Plant, as qualified by Article 2.1, may become a founding Member by executing a WiredWest Cooperative Agreement by August 30, 2011.

2.3 The Members shall have such powers and rights as are vested in them by law, the WiredWest Cooperative Agreement, and the Articles of Organization. The authority of a Member to vote, and all of the Member's rights, title, and interest in or to the Cooperative shall cease on the termination of its membership as provided for in these Bylaws.

2.4 After the formation of the Cooperative, each Municipal Lighting Plant Member shall be represented on the WiredWest Board of Directors by one Delegate in all matters including, without limitation, all votes at meetings and resolutions in written consent actions. The Delegate is to be appointed by the governing body of the Municipal Lighting Plant Member, which shall also appoint an Alternate to represent the Member when its primary Delegate is unable to do so. The process for appointing and terminating an Alternate will be the same as the one used for a Delegate as specified in these Bylaws in Article 4.2.

2.5 The Members shall vote on the basis of one Member, one vote.

2.6 A Municipal Lighting Plant wishing to join the cooperative after its initial formation may do so providing it has satisfied all of the following conditions:

- (i) the entity is a Municipal Lighting Plant described in Chapter 164 as an eligible participant in a municipal lighting plant cooperative formed pursuant to M.G.L. Ch.164, §47C and has submitted evidence of such status reasonably acceptable to the Board of Directors or a ruling from state authorities;
- (ii) the entity is a party with the Cooperative to the Cooperative Agreement;
- (iii) For a prospective Member which is not one of the towns listed in Appendix A, existing Members shall consent in writing by a simple majority to the admission of the Municipal Lighting Plant as a Member. Municipal Lighting Plants formed by towns listed in Appendix A may join WiredWest within a year of the initial formation of the WiredWest Communications Cooperative Corporation without needing approval by existing members.

Upon completion of all of the conditions to participation as set forth above, the Board immediately shall admit the entity as a Member of the Cooperative. An entity that has been admitted to the Cooperative pursuant to this Article 2.6 shall be deemed to be a Member effective as of the date when the last of the documents referred to in (i) through (iii) of this subsection 2.6 is received or deemed received by the Board, and shall be entitled to full benefits, rights and privileges of membership.

2.6.1 A municipality without a Municipal Lighting Plant may apply to become an Affiliate of the Cooperative. A simple majority vote at a meeting of the Board of Directors is required to approve the application. Affiliate status is subject to the following requirements and restrictions:

- a. The Affiliate shall have approved and executed an Agreement with the Cooperative recognizing the right of the Cooperative to construct, acquire, equip and operate the network within the Affiliate's jurisdiction.
- b. The Affiliate must pay a one-time affiliate fee and annual fees to the Cooperative of amounts to be determined, which amounts are to be set by and ~~is~~ subject to amendment by resolution approved by a simple majority of the Board.
- c. The Affiliate shall not be entitled to any net revenues or other profits of the Cooperative.
- d. The Affiliate shall be entitled to appoint a representative to attend regular and special meetings of the Board, but shall not be represented on the Board of Directors nor have any authority to vote on any matters before the Board.
- e. The Affiliate's representative shall not be entitled to be elected to the Executive Committee but may serve on advisory Working Groups of the Executive Committee under Article 4.1.5, and on such other committees as the Board deems appropriate.

2.7 Membership and Annual Fees

2.7.1 The Board shall determine and impose upon the Members a one-time membership fee. The membership fee shall be used to pay for initial operating expenses, including, but not limited to, business planning, research, legal, and administrative costs. Such one-time membership fee shall be not more than one thousand dollars (\$1,000) per Member and must be paid within sixty (60) days of receipt of written notice from the Cooperative as to the amount of such fee.

2.7.2 The Cooperative may also impose upon the Members an annual fee not to exceed \$1,000. The Board of Directors will approve an annual fee, if any, by a two-thirds vote at a meeting of the Board, and provide notice to Members about the amount of such a fee by February 1 prior to the fiscal year to which such fee applies. Payment of the fee shall be due in full by the following July 31. The annual fee will apply to all Members.

2.7.3 Failure of a Member or Affiliate to remit the fees set forth in this Section 2.7 and Section 2.6.1(b) shall be interpreted as a default of its obligations and make it subject to the remedies described in Article 3.1.

Article 3. Termination of Membership

3.1 Default in Obligations. A Member in default of any of its obligations to the Cooperative shall be terminated as Member of the Cooperative if such default is not cured within sixty (60) days of the giving of notice of the default by the Cooperative, provided that liabilities under contracts in effect at the time of such termination shall not be affected except to the extent provided in such contracts.

3.2 Transfer or Termination of Membership. No Member of the Cooperative may transfer its membership in the Cooperative to another municipal lighting plant. Membership may be terminated by any Member giving written notice of such termination two months prior to its effective date, provided that WiredWest has not entered into financial obligations (bonds, loans or other financial vehicles) based on or requiring the participation of said member. Liabilities under contracts in force at the time of any such termination shall not be affected, except to

the extent provided in such contracts. If a member withdraws from the Cooperative, any membership or annual fees which have been paid are not refundable.

Article 4. Board of Directors and Voting

4.1 Board of Directors The legislative power and authority of the WiredWest Cooperative and the administration and the general supervision of all fiscal, prudential, and governmental affairs thereof shall be vested in a governing body known as the Board of Directors except as specifically provided otherwise by the Agreement.

4.1.1 Composition of Board of Directors The WiredWest Board of Directors shall be composed of one Delegate from each Member Municipal Lighting Plant as set forth in the WiredWest Cooperative Agreement. Each Member Municipal Lighting Plant may also appoint an Alternate. The Alternate will assume all the rights and responsibilities of that member's Delegate in the absence of said Delegate.

4.1.2 Powers of the Board of Directors The Board of Directors shall be directly responsible for setting policy for the Cooperative, for approving the annual budget to be presented to the Members for electing officers, for establishing an Executive Committee, and, in the absence of an Executive Committee for the general oversight of the day-to-day affairs of the Cooperative.

4.1.3 Meetings Regular meetings of the Board of Directors shall be held at least quarterly at such times and places within Massachusetts that shall from time to time be fixed by the Board of Directors. All meetings of the Board of Directors, whether regular or special, shall comply with the requirements of the Massachusetts Open Meeting Law and Public Records Law, as applicable, and notices shall be sent to all participants.

4.1.4 Special Meetings Special meetings of the Board of Directors may be called by and at the discretion of the Chairman of the Board of Directors. Special meetings of the Board of Directors may also be called by any Member, provided that at least twenty percent (20%) of the Members consent to such special meeting. Notice of any special meeting of the Board of Directors shall be given to each Director in person, on the telephone, by first class postage pre-paid, by electronic mail, or by overnight messenger, or in any other manner provided for by law.

4.1.5 Executive Committee The Executive Committee shall be composed of at least six but no more than nine Delegates selected from among the membership of the Board of Directors by majority vote of the Board of Directors. Officers of the Executive Committee will include: Chairman of the Board, Vice-Chairman of the Board, Secretary, Treasurer and Vice-Treasurer. The Executive Committee will be responsible for managing the day-to-day affairs of the Cooperative, for hiring a manager or administrator, and for calling and recording meetings of the Board of Directors and Executive Committee. These meetings shall be duly noticed in accordance with M.G.L. Ch. 39, §23B and shall comply with all the applicable Massachusetts Open Meeting and Public Records Laws. To assist it in the performance of its duties, the Executive Committee may establish Working Groups which are advisory in nature only and participation in which is not limited to Delegates or Alternates.

4.1.6 Executive Committee Terms Of the original Executive Committee elected by the Board of Directors, two of the six committee members shall serve for a term of one year, two shall serve for a term of two years and two shall serve for a term of three years. Thereafter, as their respective terms expire, they

may be re-elected to serve for a term of three years each. The Board may elect up to three additional members of the Executive Committee as provided in Section 4.1.5, and the length of their terms shall be established by the Board such that no more than three members' terms shall expire at the same time. Thereafter, as the terms of such additional members expire, they may be re-elected to serve for a term of three years each. Nothing shall prohibit a member of the Executive Committee from serving consecutive terms.

4.1.7 Executive Committee Member Resignation Any Executive Committee member, at any time, may resign from the Executive Committee in writing to the Cooperative at its principal office. Such resignation shall be effective upon receipt, and acceptance thereof shall not be necessary to make it effective. Resignation from the Executive Committee will be handled separately from resignation from the Board of Directors as described in section 4.2.2.

4.1.8 Removal of Executive Committee Members Members of the Executive Committee serve at the pleasure of the Board of Directors, and may be removed for any reason whatsoever by a majority of the Board present and voting at a meeting of the Board. Intention to conduct such a vote and notice thereof must be provided at the meeting of the Board prior to such vote, or four weeks prior to such vote, whichever is sooner.

4.1.9 Filling of Executive Committee Vacancies A vacancy on the Executive Committee due to resignation, removal or any other reason shall be filled expeditiously for the balance of the vacant term by a majority vote at a meeting of the Board of Directors.

4.1.10 Director and Executive Committee Compensation The Directors, including members of the Executive Committee, shall not be entitled to compensation for their services as such, but may be reimbursed for actual expenses necessarily incurred in the performance of their duties.

4.2 Delegates and Alternates

4.2.1 Appointment Members of the Board of Directors shall be appointed as specified in paragraph 2.4 above. Delegates and Alternates shall serve a two-year term. All appointments shall be in writing signed by the respective Municipal Lighting Plant governing body, or its chair, and presented to the Clerk of WiredWest.

4.2.2 Resignation Any Delegate or Alternate of the Board of Directors may resign by delivering his or her written resignation to the governing body of the Municipal Lighting Plant Member which appointed him or her at its principal office and to the Chairperson of the Board of Directors.

4.2.3 Removal Except as expressly provided for herein, a Delegate or Alternate to the Board of Directors may be removed only by the governing body of the Municipal Lighting Plant which appointed him or her. Notwithstanding the foregoing, the Board of Directors may remove a Delegate or Alternate to the Board for the following:

- a. Gross negligence or willful misconduct in the performance of his~~h~~ or her duties as a member of the Board of Directors;
- b. Malfeasance as a member of the Board of Directors;
- c. Conviction of a felony offense;

- d. Failure to attend at least three (3) consecutive regular and/or special meetings of the Board without in the case of a Delegate the Alternate being present, or in the case of an Alternate the Delegate being present.

Before deciding whether to remove a Delegate or Alternate, the Board shall provide that person and the governing body of the Municipal Light Plant he or she represents at least four weeks notice in writing of its intention to vote on the matter. In the event the Board determines by a two-thirds vote to remove a Delegate or Alternate as provided for herein, the Board shall provide written notice of such determination and the reasons for the same to the governing body of the Municipal Light Plant. If that person cures the matter prior to the next Board meeting but no longer than thirty (30) days following such notice, the Board shall forbear any actions with respect to its removal determination. The cure shall be effected by a demonstration to the Board that the matter has been resolved, or by the Member's appointment of a Delegate or Alternate who is unaffected by the matter giving rise to the determination to remove.

4.2.4 Vacancies If a Member's Delegate or Alternate position is vacant for any reason, that Member's governing body shall appoint a person to fill the vacancy at any time, following the procedure specified in Section 4.2.1, for the balance of the vacant term.

4.2.5 Attendance Delegates are expected to attend all of the meetings of the Board of Directors of the Cooperative in each calendar year. If a Delegate fails to attend three consecutive meetings without prior notice and without an Alternate in attendance, the WiredWest Secretary may inform the governing body of the Member which appointed the Delegate of his or her absences.

4.3 Voting

4.3.1 Admissible votes Only duly appointed Delegates who are present and in the room in which the WiredWest Board of Directors meeting is taking place can vote on a motion. A Delegate has only one vote. A duly appointed Alternate may replace a Delegate in voting at a Board of Directors meeting in the absence of that Delegate.

4.3.2 Parliamentary Procedure The rules contained in Robert's Rules of Order, Revised shall govern this organization in all cases in which they are applicable, and not inconsistent with these Bylaws, the WiredWest Cooperative Agreement, or Massachusetts General Laws.

4.3.3 Quorum A quorum at any meeting shall be a majority of the Members.

4.3.4 Election of Officers Officers of the WiredWest Board of Directors must receive an affirmative vote from a majority of the Members present.

4.3.5 Officer's Votes No voting Delegate can be denied voting power by reason of office.

4.3.6 Voting Procedure If a voice vote is not unanimous, then a roll call vote must be taken. All duly appointed Delegates, or in their absence their Alternates, who are present and in the room in which the meeting is taking place can make a motion, second a motion, or amend a motion.

4.3.7 Committees The Board of Directors may, at its discretion, establish ad-hoc and standing committees to further the objectives of the Cooperative.

4.3.7.1 Voting at Committee Meetings Delegates and Alternates who have been appointed to a committee may make a motion, second a motion, amend a motion or vote on any matter at meetings of that committee. The Chair of the Executive Committee is an ex-officio member of all committees.

4.3.8 Minutes Minutes shall be taken of all meetings of the Board and its committees in full compliance with Massachusetts Open Meeting and Public Records Laws. The minutes shall be kept in the official records of the Cooperative by the Secretary of the Cooperative.

Article 5. Procedure for Amending Bylaws

The Board of Directors has the authority to amend the Bylaws with the approval of two-thirds (2/3) of the Members present and voting at a meeting of the Board. Bylaws and any amendments to Bylaws must be delivered to each Member of record and read at one meeting before being voted on at the following meeting.

Article 6. Indemnification Of Directors

Any person or entity made a party to any action, suit or proceeding by reason of being a director, officer, employee, agent or member of the Cooperative, shall be indemnified by the Cooperative against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him or her in connection with said action, suit or proceeding, including any appeal therein, except in relation to matters as to which it shall be adjudged in any such action, suit or proceeding that such director, officer employee, agent, or member was not acting in good faith.

Article 7. Statutory Provisions

The provisions of M.G.L. Ch. 164, §47C and §47E, as amended from time to time, and as in force, are incorporated and made a part of these Bylaws by this reference as if the same were set forth herein. In the event of any conflict between these Bylaws and such provisions, such provisions shall prevail.

Article 8. Powers of Cooperative

8.1 The business of the Cooperative shall be managed by the Board of Directors;

8.2 The powers of the Cooperative shall include the power:

8.2.1 To sue and be sued, complain, and defend its corporate name;

8.2.2 To have and use a corporate seal;

8.2.3 To purchase, take, receive, lease, or otherwise acquire, own, hold, improve, use, and deal in and with real or personal property or any interest therein, wherever situated;

8.2.4 To sell, convey, mortgage, pledge, lease, exchange, transfer, or otherwise dispose of all or any part of its property and assets;

8.2.5 To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, lend, pledge, or otherwise dispose of, use, and deal in and with shares or other interest in, or obligations of, other domestic or foreign corporations, associations, partnerships, or individuals, or direct

or indirect obligations of the United States or any other government, state, territory, governmental district, or municipality, or any instrumentality thereof;

8.2.6 To make contracts and incur liabilities, borrow money at rates of interest the cooperative may determine, issue notes, bonds, certificates of indebtedness, and other obligations, receive funds from members and pay interest thereon, issue capital stock and certificates representing equity interests in assets, allocate earnings and losses at the times and in the manner the articles of incorporation or bylaws or other contract specify, create book credits, capital funds, and reserves, and secure obligations by mortgage or pledge of any of its property, franchises, and income;

8.2.7 To lend money for corporate purposes, invest and reinvest funds, and take and hold real and personal property as security for the payment of funds loaned or invested;

8.2.8 To conduct business, carry on operations, have offices, and exercise the powers granted by this subsection, within or without this commonwealth;

8.2.9 To elect or appoint officers and agents of the corporation, define their duties, and fix their compensation;

8.2.10 To make and alter bylaws, not inconsistent with its articles of incorporation or with the laws of this commonwealth, for the administration and regulation of the affairs of the cooperative;

8.2.11 To make donations for the public welfare or for charitable, scientific, or educational purposes;

8.2.12 To pay pensions and establish pension plans, pension trusts, profit-sharing plans, stock bonus plans, stock option plans, and other incentive plans for any or all of its directors, officers, and employees;

8.2.13 To be a partner, member, associate, or manager of any partnership, joint venture, trust, or other enterprise;

8.2.14 To cease corporate activities and surrender its corporate franchise;

8.2.15 To construct, acquire, equip, own, lease and/or operate a telecommunications system (M.G.L. Ch. 164, §47E).

8.2.16 To furnish energy related services (M.G.L. Ch. 164, §47C), but not to include the construction or operation of commercial wind turbines;

8.2.17 To charge and collect fees from users of the systems and services offered by the Cooperative;

8.2.18 To contract with natural persons, firms, corporations, business trusts, partnerships, public and private agencies, non-profit organizations and corporations, other cooperatives, and local municipalities to accomplish any purposes of the cooperative;

8.2.19 To have and exercise all powers necessary or convenient to effect its purposes;

8.2.20 To exercise and perform all or part of its power and functions through one or more wholly-owned or partly-owned corporations or other business entities; and

8.2.21 To exercise all other powers not inconsistent with the state constitution or the United States Constitution, which may be reasonably necessary or appropriate for or incidental to the effectuation of its authorized purposes or to the exercise of any of the foregoing powers, and generally to exercise in connection with its property and affairs, and in connection with property within its control, any and all powers which might be exercised by a natural person or a private corporation in connection with similar property and affairs.

8.2.22 To exercise its power of eminent domain under M.G.L. Ch. 164, but only with the concurrence of two-thirds of all Members of its Board of Directors, as determined in a vote at a meeting of the Board for which notice shall be provided to the Members at the previous meeting of the Board.

8.2.23 Notwithstanding the above, nothing in these Bylaws shall be construed so as to empower the Cooperative to impose any financial obligations whatsoever on a Member Municipal Lighting Plant or its town without the express consent of the Member or its town, with the exception of requiring Cooperative Membership Fees under Article 2.7 of these Bylaws.

8.3 The Executive Committee shall prepare a general administrative budget for each year and submit the budget to the Members for their approval at the last Board of Directors meeting prior to the start of a new fiscal year;

8.4 At the end of each fiscal year, the Board of Directors shall cause the books, accounts and records of the Cooperative to be reviewed by an independent, certified public accountant;

8.5 Upon termination or dissolution of the Cooperative, the title to all funds and other properties owned by it which remain after payment or the making of provision for payment of all obligations of the Cooperative shall vest in the Members in a manner determined by the Board so as to approximate as closely as possible the pro rata membership in the Cooperative.

Appendix A – List of WiredWest charter towns

Alford	Monterey
Ashfield	Montgomery
Becket	Mount Washington
Blandford	New Marlborough
Buckland	New Ashford
Charlemont	New Salem
Chester	Northfield
Chesterfield	Otis
Colrain	Peru
Conway	Plainfield
Cummington	Rowe
Egremont	Sandisfield
Florida	Savoy
Goshen	Sheffield
Great Barrington	Shelburne
Hancock	Shutesbury
Hawley	Tyringham
Heath	Warwick
Hinsdale	Washington
Huntington	Wendell
Lanesborough	West Stockbridge
Leverett	Windsor
Leyden	Worthington
Middlefield	