

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF VERMONT

BIDDEFORD INTERNET CORPORATION )  
D/B/A GREAT WORKS INTERNET and )  
GWI VERMONT, LLC, )

Plaintiffs, )

F. X. FLINN and EAST CENTRAL )  
VERMONT TELECOMMUNICATIONS )  
DISTRICT )

Defendants. )

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F. X. FLINN and EAST CENTRAL )  
VERMONT TELECOMMUNICATIONS )  
DISTRICT )

Counterclaim-Plaintiffs, )

BIDDEFORD INTERNET CORPORATION )  
D/B/A GREAT WORKS INTERNET )  
and GWI VERMONT, LLC, )

Counterclaim-Defendants. )

Docket No. 25-cv-354

**JURY TRIAL**  
**REQUESTED**

**EAST CENTRAL VERMONT TELECOMMUNICATIONS DISTRICT'S**  
**ANSWER AND COUNTERCLAIMS**

Defendant East Central Vermont Telecommunications District (“District”) answers and counterclaims against Plaintiffs Biddeford Internet Corporation d/b/a Great Works Internet (“Biddeford”) and GWI Vermont, LLC (“GWI VT”) (collectively “Plaintiffs” or “GWI”) as follows:

**ANSWER**

**GENERAL DENIAL**

Except as expressly admitted, qualified or explained herein, the District denies each and every allegation in Plaintiffs’ Amended Complaint.

**THE PARTIES**

1. Admitted.
2. Admitted.
3. Denied that the District operates under the trade name ECFiber. The District owns an internet service provider business, which is known by the trade name ECFiber. It is currently operated by GWI. Otherwise admitted.

**JURISDICTION AND VENUE**

4. Denied that the amount in controversy exceeds \$75,000.00. Admitted that diversity exists.
5. Admitted that this Court has personal jurisdiction over the District. Otherwise denied.
6. Admitted that venue is appropriate. Otherwise denied.

**THE FACTS**

7. The District objects to the form of Paragraph 7 as it is stated in a narrative containing multiple factual allegations. Otherwise admitted.
8. Admitted that the District entered into a 10-year Operating Agreement with ValleyNet in 2016. Otherwise denied.
9. The District objects to the form of Paragraph 9 as it is stated in a narrative containing multiple factual allegations. Admitted that there was a lawsuit initially naming the District and ValleyNet as defendants in 2021 and a ValleyNet contractor was convicted of embezzlement in 2024. Tom Cecere, GWI VT's General Manager was ValleyNet's CEO at that time, as indicated in the article Plaintiff cites to in Paragraph 11. Otherwise denied.

10. The District objects to the form of Paragraph 10 as it is stated in a narrative containing multiple factual allegations. Admitted that GWI took over tasks from ValleyNet in 2022. Otherwise denied.

11. Admitted that GWI selectively, but accurately, quotes an article in The Herald. The District notes that that article contains the following quote from GWI VT's current General Manager, Mr. Cecere: "When you call ECFiber, the phone is going to ring in Royalton, keeping our strong commitment for local customer and technical support[.]"

12. Admitted.

13. Denied.

14. Admitted only that GWI has accurately reproduced a portion of Mr. Williams's quote from an article in the Herald. The District notes that that same article states that all of ValleyNet's former employees accepted jobs at GWI and a quote from GWI VT's general manager Mr. Cecere that "'We are proud to continue our relationship with ECFiber's and LymeFiber's customer base,' Cecere added, 'since our people have built this network and will now continue to operate it going forward.'"

15. Admitted only that GWI has accurately reproduced a *portion* of Mr. Flinn's quote from an article in the Vermont Digger. The District notes that that same article includes a quote from GWI's founder and CEO at that time, Fletcher Kittredge, that: "Nothing's going to change. Just as ValleyNet was an agent for ECFiber, GWI is going to be an agent for ECFiber." Otherwise denied.

16. Denied.

17. Admitted only that the District issued \$7,530,000 in Project Revenue Bonds, Series 2023A. Otherwise denied.

18. Admitted that the Limited Offering Memorandum is a legal document, which speaks for itself, and that GWI has accurately produced a selective quote from that document. The District notes that the Limited Offering Memorandum specifically discloses that the Operating Agreement is set to expire at the end of 2025 and does not commit to a continued relationship with GWI. Otherwise denied.

19. The District objects to the form of Paragraph 19 as it is stated in a narrative containing multiple factual allegations. Admitted that the Operating Agreement ends on December 31, 2025. Denied that GWI has negotiated in good faith. Otherwise denied.

20. Denied.

21. The District objects to the form of Paragraph 21 as it is stated in a narrative containing multiple factual allegations. Admitted only that the District has no employees and that GWI has accurately, but selectively, quoted a portion of the Limited Offering Memorandum to suit its narrative. The District notes that the Limited Offering Memorandum specifically discloses that the Operating Agreement is set to expire at the end of 2025 and does not commit to a continued relationship with GWI. Otherwise denied.

22. Denied.

23. Denied.

24. The District objects to the form of Paragraph 24 as it is stated in a narrative containing multiple factual allegations. Admitted that GWI held a meeting on February 11, 2025. Otherwise, the meeting was primarily a presentation by owner of Mac Mountain, Alex Rozek, describing GWI's reorganization efforts to which the District previously and subsequently objected to implementing as to ECFiber without District approval. The District otherwise denies each allegation contained in paragraph 24.

25. Denied.

26. The District lacks knowledge or information sufficient to admit or deny the allegations contained in Paragraph 26, therefore denied.

27. The District lacks knowledge or information sufficient to admit or deny the allegations contained in Paragraph 27, therefore denied.

28. Denied.

29. The District objects to the form of Paragraph 29 as it is stated in a narrative containing multiple factual allegations. Admitted only that GWI has accurately stated the name of the .mov file. Otherwise, denied as to each allegation.

30. Denied.

31. Denied.

32. Admitted only that the District's attorney sent a cease and desist letter to GWI CEO Kerem Durdag and that Evan O'Brien responded on behalf of GWI. Otherwise denied.

33. Denied.

34. The District objects to the form of Paragraph 34 as it is stated in a narrative containing multiple factual allegations. Admitted only that the District retained consultants. Otherwise, denied as to each allegation.

35. The District objects to the form of Paragraph 35 as it is stated in a narrative containing multiple unrelated factual allegations. Admitted that GWI has once again accurately, but selectively, quoted a portion of a sentence in the consultants' report. Otherwise denied.

36. Admitted only that F. X. Flinn sent an email to the District Governing Board on March 9, 2025, which contains the quote in Paragraph 36. Otherwise denied.

37. To the extent Paragraph 37 is not an allegation of fact, but a characterization, no response is required. To the extent a response is required, denied.

38. Denied.

39. Admitted that GWI has accurately quoted a portion of the Limited Offering Memorandum. The District notes that the Limited Offering Memorandum specifically discloses that the Operating Agreement is set to expire at the end of 2025 and does not commit to a continued relationship with GWI. Otherwise denied.

40. The District objects to the form of Paragraph 40 as it is stated in a narrative containing multiple factual allegations. Denied as to each allegation.

41. The District objects to the form of Paragraph 41 as it is stated in a narrative containing multiple factual allegations, characterizations and misstatements. Denied as to each allegation.

42. The District objects to the form of Paragraph 42 as it is stated in a narrative containing multiple factual allegations. The Articles of Incorporation is a legal document, which speaks for itself. Admitted that Mr. Flinn, Mr. Leavitt and Mr. Iuppa were VISPO's initial directors for incorporation purposes. Otherwise, denied as to each allegation.

43. Admitted only that the Executive Committee properly recommended to the Governing Board that the District approve an MOU with VISPO. Otherwise denied.

44. The District objects to the form of Paragraph 44 as it is stated in a narrative containing multiple factual allegations. Admitted only that the April 4 Executive Committee meeting minutes is a document that speaks for itself. Denied as to any implication that recusal from a discussion on making a recommendation to the Governing Board was appropriate or required.

45. The District objects to the form of Paragraph 45 as it is stated in a narrative containing multiple factual allegations. Admitted that the District informed GWI that it would not renew the Operating Agreement. Admitted that GWI and the District were significantly far apart on fees to GWI's bottom line, GWI control of ECFiber staff, the resulting loss in local jobs, and an extension on the terms GWI insisted was and is not feasible.

46. Denied as stated. VISPO is a non-profit. VISPO's rates do not impact the unacceptable proposal made by GWI.

47. Admitted only that the District entered into an MOU with VISPO. Otherwise denied.

48. Admitted only that the meeting minutes are documents that speak for themselves. The District lacks sufficient information or knowledge to form a belief as to what is meant by "involved with VISPO", therefore denied. Alternate delegates voted, not delegates active in forming VISPO. The District notes that the vote at the April 8, 2025 Governing Board meeting to remove from consideration any further negotiation towards a new operating agreement with GWI was carried unanimously as was the vote to enter into the MOU with VISPO—a total of 22 votes cast.

49. Denied. GWI did not become the District's operator through an RFP process, nor did ValleyNet before it.

50. Admits that pursuant to the Operating Agreement, the District will continue to pay GWI through the end of the year, and will likely shoulder the costs of preparing VISPO as GWI's successor. Denied as to the remainder of paragraph 50, which is characterization, not factual allegations, and seeks to argue that six months of cost of preparing a successor is comparable to the exorbitant cost GWI asks in its proposal to extend the Operating Agreement.

51. The District objects to the form of Paragraph 51 as it is stated in a narrative containing multiple factual allegations. The posting for the positions is a document, which speaks for itself. Otherwise denied.

52. Admitted that the District adopted the Transition Policy, with which GWI has failed to comply. Admitted that the Transition Policy requires GWI's reasonable cooperation. Denied that the Transition Policy calls on GWI to do so free of charge (the Operating Agreement states quite the opposite as GWI should know).

53. Admitted only that GWI's counsel raised non-substantive legal argument against the draft Transition Policy shared with GWI in advance of the Governing Board's vote on the Transition policy for the purposes of alerting GWI to the terms of the policy and soliciting GWI's feedback pursuant to the Operating Agreement. The Transition Policy was not adopted by the Governing Board until May 13, 2025.

54. Denied as stated. GWI raised no objection to the Transition Policy at the May 13, 2025 meeting of the Governing Board, at which GWI and its counsel were present, where the Transition Policy was unanimously adopted.

55. The District objects to the form of Paragraph 55 as it is stated in a narrative containing multiple factual allegations. Denied that appointment of Clerk of the Works was a part of the Transition Policy. Admitted that the District appointed Mr. Williams as Clerk of the Works. Denied as to GWI's selective use of "independent" which is unrelated to the clerk of the works duties at issue. Admitted that the District directed GWI to prepare office space for Mr. Williams in the Waterman Road building on which the District holds the lease, not GWI.

56. Denied.

57. Denied.



58. The District objects to the form of Paragraph 58 as it is stated in a narrative containing multiple factual allegations. Admitted that GWI has accurately, but selectively, quoted a portion of the Operating Agreement. GWI has ignored portions of the Operating Agreement and General Policies and Procedures incorporated into the Operating Agreement which address the District's rights and duties as a municipality to promulgate policies, and GWI's rights and obligations in that process.

59. Admitted that the S&P report is a document that speaks for itself. Otherwise denied.

60. Admitted that GWI has accurately, but selectively, quoted from the S&P report. The District notes, however, that the report also states:

“In addition, the auditor had a material weakness finding regarding internal controls over financial reporting for the fiscal year 2023 and 2024 audits, which reflect a need to improve financial oversight. The auditor reported the need for appropriate staffing to prepare its financial statements in accordance with generally accepted accounting principles (GAAP) and the district relies on external auditors for assistance. We understand the district contracts finance and accounting functions to its service operator, Great Works Internet (GWI) through its subsidiary GWI Vermont LLC, who had difficulty filling its finance director role.”

Otherwise denied.

**FIRST CAUSE OF ACTION**  
**Misappropriation of Trade Secrets, (9 V.S.A. § 4601 et seq.**  
**(Against F.X. Flinn and ECFiber)**

61. The District restates its responses to the paragraphs above by reference as if fully set forth herein.

62. The District lacks knowledge or information sufficient to admit or deny the allegation in paragraph 62, therefore denied.

63. Denied.

64. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

65. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

66. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

67. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

68. Denied.

**SECOND CAUSE OF ACTION**  
**Unfair Competition (Against F.X. Flinn and ECFiber)**

69. The District restates its responses to the paragraphs above by reference as if fully set forth herein.

70. Denied

71. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

72. Denied.

73. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

74. The allegations in this paragraph are directed solely against Mr. Flinn. Paragraph 74 states a legal conclusion to which no response is required. To the extent a response is required, denied.

75. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

76. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

**THIRD CAUSE OF ACTION**

**Tortious Interference with Prospective Business Relationship (Against F.X. Flinn)**

77. The District restates its responses to the paragraphs above by reference as if fully set forth herein.

78. Denied only as stated. The District and ValleyNet entered into the Operating Agreement. GWI assumed all obligations of ValleyNet under the Operating Agreement.

79. Denied.

80. Denied.

81. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

82. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

83. Denied. Expected profits are barred per the Operating Agreement at § 22.

**FOURTH CAUSE OF ACTION**

**Tortious Interference with Contract (Against F.X. Flinn)**

84. The District restates its responses to the paragraphs above by reference as if fully set forth herein.

85. Admitted only that the District and GWI were parties to the Operating Agreement through the Assumption and Assignment Agreement.

86. The Operating Agreement is a legal document that speaks for itself. To the extent a response is required, denied as stated.

87. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

88. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

89. Denied that GWI is entitled to the relief it seeks.

**FIFTH CAUSE OF ACTION**  
**Negligent Misrepresentation (Against F.X. Flinn and ECFiber)**

90. The District restates its responses to the paragraphs above by reference as if fully set forth herein.

91. Denied.

92. Denied as stated. The Limited Offering Memorandum relates to statements by the District. The remainder of this paragraph is legal conclusions to which no response is required. To the extent a response is required, denied.

93. Denied.

94. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

95. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, admitted that GWI has accurately, but selectively, quoted portions of the Limited Offering Memorandum. The District notes that the Limited Offering Memorandum specifically discloses that the Operating Agreement is set to expire at the end of 2025 and does not commit to a continued relationship with GWI. Otherwise denied.

96. Denied.

97. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

98. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

99. The District objects to the form of Paragraph 99 as it is stated in a narrative containing multiple factual allegations. Denied as to each allegation.

100. Denied.

**SIXTH CAUSE OF ACTION**  
**Promissory Estoppel (Against F.X. Flinn and ECFiber)**

101. The District restates its responses to the paragraphs above by reference as if fully set forth herein.

102. Admitted only that GWI accurately, but selectively, quotes a portion of the Limited Offering Memorandum, which is a document that speaks for itself. Otherwise denied.

103. Denied.

104. Admitted.

105. Admitted.

106. Denied.

107. The District objects to the form of Paragraph 107 as it is stated in a narrative containing multiple factual allegations. Denied as to each allegation.

108. Denied.

109. Denied.

**SEVENTH CAUSE OF ACTION**  
**Unjust Enrichment (Against F.X. Flinn)**

110. The District restates its responses to the paragraphs above by reference as if fully set forth herein.

111. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, admitted that GWI has performed some aspects of its obligations under the Operating Agreement but has also breached the Operating Agreement.

112. Denied as stated. All funds related to operating the Network are paid by the District and any “investment” in ECFiber could only be made with approval of the District and only with District funds.

113. Denied. GWI assumed management of the ECFiber staff, many of whom had been operating ECFiber for years, and whose employer of record simply changed from ValleyNet, Inc. to GWI VT.

114. Denied as stated. The Operating Agreement provides only for services related to the District, not subscribers generally throughout the State of Vermont. Moreover, ValleyNet previously sought and received permission from the district to use ECFiber staff to operate a different ISP, LymeFiber, and ValleyNet facilitated an agreement between the District and LymeFiber under which LymeFiber would compensate the District for use of ECFiber staff. In order to use ECFiber staff to operate a different ISP under the assumed Operating Agreement, GWI would have to seek prior approval from the District.

115. The District lacks knowledge or information as to GWI’s motivations for undertaking its obligations in the Operating Agreement. GWI did not assemble the ECFiber staff, rather it assumed management of the ValleyNet-trained employees whom had been operating ECFiber for years, and whose employer of record simply changed from ValleyNet to GWI VT. Otherwise denied.

116. The allegations in this paragraph are directed solely against Mr. Flinn. To the extent a response is required, denied.

**EIGHTH CAUSE OF ACTION**  
**Declaratory Judgment (Against ECFiber)**

117. The District restates its responses to the paragraphs above by reference as if fully set forth herein.

118. Admitted.

119. The District lacks knowledge or information as to what GWI contends except for what is stated in its Amended Complaint. Otherwise denied.

120. Admitted that the Operating Agreement addresses termination. Denied that the Operating Agreement addresses a transition process subsequent to expiration of the Operating Agreement as GWI implies.

121. Denied as stated.

122. Admitted only that GWI accurately, but selectively, quotes a portion of the Operating Agreement. The Operating Agreement also expressly incorporates Ex. A, the General Policies, into the Operating Agreement which further states the District's authority to promulgate policy. Therefore, denied as to GWI's implication that the Operating Agreement does not contain such authority.

123. Denied. GWI is so obligated.

124. Admitted that GWI is obligated to follow the terms of the Operating Agreement. Denied that it has done so as alleged in the District's Counterclaims below.

125. Denied.

126. Denied.

**NINTH CAUSE OF ACTION**  
**Breach of Contract (Against ECFiber)**

127. The District restates its responses to the paragraphs above by reference as if fully set forth herein.

128. Admitted.

129. Admitted.

130. Lacks sufficient knowledge or information to admit or deny this allegation to the extent GWI relies on internal policies and employee confidentiality agreements which have not been disclosed. Otherwise denied.

131. Denied.

132. Denied.

**TENTH CAUSE OF ACTION**  
**Breach of Implied Covenant of Good Faith and Fair Dealing (Against ECFiber)**

133. The District restates its responses to the paragraphs above by reference as if fully set forth herein.

134. Admitted.

135. Admitted.

136. Denied.

137. Denied.

138. Denied.

139. Denied.

140. Denied.



**PRAYER FOR RELIEF**

Although Plaintiff's requests for relief do not require a response, ECFiber denies the allegations of wrongful conduct and denies that Plaintiff is entitled to any relief.

**AFFIRMATIVE DEFENSES**

**FIRST AFFIRMATIVE DEFENSE**  
**(F.R.C.P. 12(b)(6))**

GWJ fails to state a claim for which relief can be granted against the District.

**SECOND AFFIRMATIVE DEFENSE**  
**(Lack of Standing/No Trade Secrets)**

The video GWJ references to support its first and second counts is primarily a presentation given to GWJ employees by Alex Rozek, owner of Mac Mountain, and a rehash of prior presentations to the District and does not contain trade secrets. To the extent Mr. Rozek's presentation contains trade secrets, GWJ does not adequately allege that those trade secrets are the property of GWJ and not the property of investor Mr. Rozek, who is not a party to this action.

**THIRD AFFIRMATIVE DEFENSE**  
**(No Damages)**

GWJ suffered no damages and identifies no actual damages in its Amended Complaint. The District continues to pay GWJ pursuant to the Operating Agreement, and will continue to do so until the Operating Agreement expires, or until such time as the Operating Agreement is terminated. As explained below, GWJ is not entitled to lost profits pursuant to the Operating Agreement. Finally, GWJ did not have a reasonable expectation of renewal of the Operating Agreement.

**FOURTH AFFIRMATIVE DEFENSE**  
**(No Breach-Transition Policy)**

The District has the authority pursuant to its municipal powers and specifically pursuant to the plain terms of the Operating Agreement and the incorporated General Policies and Procedures to promulgate operational policies and GWJ is obligated to comply with those policies. The Transition Policy is an exercise of those valid powers.

**FIFTH AFFIRMATIVE DEFENSE**  
**(No Breach-Clerk of the Works)**

The District has the authority pursuant to the plain terms of the Operating Agreement and the incorporated General Policies and Procedures to appoint a clerk of the works and GWJ is obligated to cooperate with a clerk of the works. Appointment of a clerk of the works cannot form the basis for GWJ's breach of contract claims or any other claims.

**SIXTH AFFIRMATIVE DEFENSE**  
**(Failure to Mitigate Damages)**

GWI has elected not to discuss or cooperate with the District on its transition to a new operator or propose a budget for compliance with the Transition Policy to date. To the extent GWI has incurred damages, which it has not, then GWI has failed to mitigate its damages.

**SEVENTH AFFIRMATIVE DEFENSE**  
**(No Special, Incidental, or Consequential Damages or Lost Profits)**

Pursuant to the Operating Agreement § 22, GWI is not entitled to special, incidental, consequential damages or lost profits.

**EIGHTH AFFIRMATIVE DEFENSE**  
**(Failure to Follow Dispute Resolution Procedure)**

Pursuant to the Operating Agreement § 25, prior to bringing its lawsuit, GWI was obligated to bring any dispute first to the clerk of the works, then through negotiation and mediation. GWI has failed to do so.

**NINTH AFFIRMATIVE DEFENSE**  
**(Truth)**

GWI has identified no actionable representation to support its claims for negligent misrepresentation or promissory estoppel both of which rely on implications GWI reads into true statements. GWI relies solely on the Limited Offering Memorandum which is a document directed to and for the guidance of accredited investors, which GWI is not. While GWI relies on selective quotation and implication, GWI fails to identify a misstatement. Representations in that document are also not representations made to GWI.

**TENTH AFFIRMATIVE DEFENSE**  
**(GWI's Breach)**

For the reasons stated below in the District's Counterclaims, GWI's breaches of the Operating Agreement are a defense to its claims here and preclude any recovery.

**ELEVENTH AFFIRMATIVE DEFENSE**  
**(Duplicative Claims)**

GWI's breach of the implied covenant of good faith and fair dealing claim is duplicative of its trade secrets, unfair competition and breach of contract claims. All implied duties alleged are specifically related to contractual provisions, and GWI fails to allege separate conduct not explicitly governed by the terms of the Operating Agreement.

**TWELFTH AFFIRMATIVE DEFENSE**  
**(F.R.C.P. 12(b)(6) Failure to Plead Injunction)**

GWJ fails to plead the factors required for the injunctive relief it requests. GWJ identifies no irreparable harm to GWJ. GWJ does not suggest that public policy weighs in favor of injunctive relief.

**THIRTEENTH AFFIRMATIVE DEFENSE**  
**(Immunity)**

The District is a Communications Union District (“CUD”), a municipality in its own right formed in 2015 pursuant to 30 V.S.A. § 3051 *et seq*, and made up of municipalities organized under the laws of the State of Vermont. As such, the District has common law, sovereign and municipal immunity with respect to the claims asserted by GWJ.

**FOURTEENTH AFFIRMATIVE DEFENSE**  
**(Unclean Hands)**

To the extent GWJ claims equitable remedies including unjust enrichment and estoppel, GWJ has been unjustly enriched due to its misappropriation of employee-time paid for by the District and GWJ’s claims fail pursuant to the doctrine of unclean hands.

**FIFTEENTH AFFIRMATIVE DEFENSE**  
**(Economic Loss Rule)**

GWJ’s claim for negligent misrepresentation is barred by the economic loss rule. GWJ alleges breach of contract against the District while simultaneously seeking the same economic recovery through its negligence claim. GWJ cannot seek, through tort law, to alleviate economic losses it alleges to have incurred pursuant to an alleged breach of contract.

**RESERVATION TO AMEND**

The District specifically reserves the right to amend and plead any and all affirmative defenses that may become known to them during the course of discovery and thereafter.

## **COUNTERCLAIMS**

Defendant, East Central Vermont Telecommunications District (“District”) counterclaims against Biddeford Internet Corporation d/b/a Great Works Internet (“Biddeford”) and GWI Vermont, LLC (“GWI VT”) (collectively with Biddeford, “GWI”) as follows:

### **INTRODUCTION**

The District owns an internet service provider business known by the trade name ECFiber that uses a fiber-optic cable network to deliver high-speed internet and voice-over-IP telephone services to rural Vermonters filling a need that has gone unmet by commercial for-profit enterprise. The District pays and outfits local staff through its operator, GWI, to support that network and serve local customers. The District contracts with an independent contractor (currently, GWI) to operate the business and take direction from the District to ensure that this community-created business is accountable to the community. The District pays all expenses directly from its own bank accounts, whether for equipment, software, fees, licenses, supplies, consulting, legal, accounting and so forth; payments directly to the operator are for payroll reimbursement and a small per-customer fee.

The District’s current contractor, GWI, operates the District’s network pursuant to an operating agreement which expires on December 31, 2025 (“Operating Agreement”). Biddeford assumed the Operating Agreement from its predecessor ValleyNet beginning January 1, 2023 and set up GWI VT to house former ValleyNet employees servicing ECFiber. GWI promised to, and initially did, operate the network in compliance with the Operating Agreement and the District’s mission. However, in mid-2023 GWI received investment from former District Governing Board delegate Alex Rozek, owner of private equity firm Mac Mountain, and GWI underwent a change

in leadership including a replacement of CEO Fletcher Kittredge with current CEO Kerem Durdag. GWI assured the District that ECFiber's operations would be unaffected.

However, after its leadership reorganization, GWI systematically reorganized the staff and operations of the District's business, ECFiber. While GWI suggested a reorganization to the District in the past, the District opposed several aspects, including elimination of Vermont-specific customer service, and use of District-paid staff to service GWI's other customers and perform GWI-specific administrative tasks. GWI nevertheless undertook this reorganization in secret.

The reorganization was not in keeping with GWI's representations or the District's mission and focused primarily on creating internal efficiencies within GWI for the benefit of GWI's bottom line and at the District's expense. For example, GWI attempted to negotiate an extension of the Operating Agreement on terms that would far exceed network revenues, requiring the District to take on debt to pad GWI's bottom line with no reciprocal benefit to the District. While these negotiations took place, the District learned that GWI had either already implemented or planned to implement its reorganization in late 2024/early 2025. The District directed GWI to cease and untangle its reorganization as to ECFiber. GWI refused to admit that the reorganization was already underway, agree to unwind the reorganization, or to meaningfully discuss the reorganization with the District.

The District further attempted, twice, to negotiate a reasonable extension of the Operating Agreement, but was presented with essentially the same deal terms intended to simply milk the District and its members for all they were worth—take it or leave it. The District notified GWI that it would not renew the Operating Agreement nearly nine months before it was set to expire and that the District intended to transition to a new operator beginning January 1, 2026. Instead of working with the District on a reasonable transition, GWI filed a strategic lawsuit against Mr. Flinn

in Vermont state court, which GWI never served, filed a second suit before this Court while the state court lawsuit was pending, and then amended this lawsuit to include the District.

As described in the Counterclaims below, GWI and the District's missions have fundamentally diverged and the District's goal is to transition to its new operator in a reasonable manner and end its relationship with GWI. The District has not terminated the Operating Agreement and continues to fund its business pursuant to the Operating Agreement, including GWI Vermont LLC payroll and GWI customer fees (notwithstanding Biddeford's failure to perform), and will continue to do so unless GWI forces the District to terminate the Operating Agreement. GWI's suit is strategic. GWI has never made a monetary demand of the District and has no damages. GWI had no expectation of a renewal, and is precluded from lost profits damages pursuant to the Operating Agreement.

Only because GWI has refused to cooperate in the District's transition to a new operator and has elected, instead, to pursue unproductive strategic litigation which requires the District to respond to the Amended Complaint, does the District now raise the Counterclaims below.

### **PARTIES**

1. The District is a Communications Union District and is a Vermont municipality formed pursuant to 30 V.S.A. § 3051 *et seq.*

2. F. X. Flinn is chair of the Governing Board of the District and an individual domiciled in Windsor County, Vermont.

3. GWI is a Vermont LLC whose sole member is Biddeford, a Maine corporation.

### **JURISDICTION**

4. The Court has subject matter jurisdiction pursuant to 28 U.S.C. § 1332.

5. The amount in controversy on these counterclaims exceeds \$75,000 exclusive of interest and costs.

6. Complete diversity exists. GWI VT is a Vermont LLC, however its citizenship is the citizenship of its members and its sole member is Biddeford, which is a Maine corporation. All Defendants are Vermont residents.

7. This Court has personal jurisdiction over GWI, the counterclaim Defendants, because GWI conducts significant business in Vermont and has consented to jurisdiction in Vermont by its resort to this Court for the affirmative relief requested in its initially filed state court case, its first Complaint in this case and, now, the Amended Complaint.

8. Venue is appropriate pursuant to 28 U.S.C. § 1391(b)(1)-(2) because Defendants reside in the District of Vermont.

#### **FACTUAL BACKGROUND**

9. The grassroots effort that developed into the District and ECFiber began in 2007.

10. In 2008, as a result of these efforts, more than two dozen municipalities approved identical warrants at Town Meeting authorizing participation in an interlocal contract which precipitated development of the ECFiber network.

11. ValleyNet was involved from the beginning, first informally and then through a more formal design build and operating agreement.

12. In 2015, the legislature first enabled the creation of Communications Union Districts (“CUD”) and recognized the formation of the District as a CUD—a municipal corporation and political subdivision of the State of Vermont that is tasked with building and operating communications infrastructure, including broadband technology. 30 V.S.A. § 3051(a).

13. The District is currently made up of 31 member towns in East Central Vermont.



14. The District's governance is controlled by its legislative body, the Governing Board, in which each town exercises one vote through an appointed delegate.

15. Since its formation, the District has built over 1,950 miles of fiber-optic network and services approximately 10,000 locations for more than 9,750 customers.

16. Mr. Flinn's service as a delegate for the Town of Hartford began in April 2012. He was elected Vice-Chair in 2017 and became the Chair of the District Governing Board in May 2020.

17. The District does not compensate Governing Board members or officers, although the District, through ECFiber, the trade name under which its network is operated, does provide delegates and alternates who are subscribers with the highest level of service for the lowest residential rate, a \$62/month credit on their invoice.

18. Mr. Flinn served on the Governing Board for nearly 11 years before the ECFiber network was activated at his home, and continues to serve on a voluntary, uncompensated basis, as do all other delegates of the District.

19. In 2016, the District entered into a 10-year design, build, and operate agreement ("Operating Agreement") with ValleyNet, Inc., a non-profit Internet Service Provider ("ISP"). A copy of the Operating Agreement is attached as **Exhibit A**.

20. The initial 25-mile proof-of-concept network went live in August 2011, just days before remnants of Hurricane Irene wreaked havoc in Vermont.

21. The Operating Agreement empowers the District, through its Governing Board, to direct operation of the business known as ECFiber. (Operating Agreement § 1; General Operating Policies and Protocol § III(C)(b)).

22. The Operating Agreement provides for the District to pay all expenses, including payroll expenses, and for its operator to receive \$10 per customer per year.

23. As operator of the District's internet service provider business, ValleyNet, and presently GWI are not the owners of any of the equipment, supplies, software, vendor relationships, intellectual property, data, or any financial assets used to design, build and operate ECFiber—all of which is owned by the District.

24. Historically, and consistent with the Operating Agreement, ValleyNet employees exclusively serviced ECFiber's network.

25. In only one instance was ValleyNet permitted to service another internet service provider's network. Before doing so, however, ValleyNet sought express approval from the District Governing Board.

26. This approval was necessary due to the inextricable financial link between the District and ValleyNet: per the Operating Agreement, the District pays all expenses, including payroll, and maintains budgetary control over the business.

27. All systems, equipment, vendor relationships and the like are in the name of the District, not ValleyNet or GWI.

28. The District is the official phone provider, and ISP of record, at the Federal Communications Commission, and for all regulatory matters at the state and local level.

29. ValleyNet employees mostly self-identified as ECFiber staff because their plain focus was on operating ECFiber.

30. With few exceptions, most ValleyNet employees wore garb displaying the name "ECFiber" only.

31. ECFiber service trucks, which are owned by the District, are emblazoned with the word “ECFiber.”

32. When customers called ValleyNet’s South Royalton’s office, a ValleyNet employee would generally identify themselves as working for ECFiber.

33. GWI’s operation of ECFiber, which is explained in greater detail below, followed the practices described above under ValleyNet until its change of control, when GWI’s profit-focused mission began to diverge from the terms of the Operating Agreement, prior practice, and the District’s mission of providing broadband to rural Vermonters by Vermonters.

**A. The Operating Agreement.**

34. Pursuant to the Operating Agreement at ¶ 1: the District is responsible for establishing and articulating policies to be acted upon and implemented by its operator—initially ValleyNet, and now, GWI.

35. Pursuant to the Operating Agreement at ¶ 6: “[GWI] will, on behalf and for the benefit of District, implement fully the design, construction, operation and management of the Project and broadband communications services systems as may be approved from time to time by the Governing Board of the District . . . .”

36. Pursuant to the Operating Agreement at ¶ 8: the District “may engage and appoint a Clerk of the Works to oversee the construction and installation of all work related to each Project . . . .”

37. Pursuant to the Operating Agreement at ¶ 10: “[GWI] and District shall comply with the General Operating Policies and Protocol (‘Operating Protocol’), which is attached hereto as Exhibit A and has been designed to ensure clear and continuous communications among the parties and related third parties.”

38. Pursuant to the Operating Agreement at ¶ 12: “[GWI] shall establish and maintain accounting records in accordance with generally accepted accounting principles for all development, construction and operational matters . . .”.

39. Pursuant to the Operating Agreement at ¶ 19: on written request, GWI must turn over all rights and interest in the communications plants.

40. Pursuant to the Operating Agreement at ¶ 25: GWI should have engaged in a dispute resolution procedure prior to bringing litigation.

**B. General Operating Policies And Protocol.**

41. Attached and incorporated into the Operating Agreement as Exhibit A is the General Operating Policies and Protocol (“General Policies”). **Ex. A**, pp. 7-10.

42. The General Policies implement a number of policies as discussed below and, “[s]uch policies will be established and modified from time to time by the District’s Governing Board.” **Ex. A**, p. 7.

43. Pursuant to the General Policies § I: The District shall “monitor [GWI] performance” and “sign contracts above a certain stipulated amount.”

44. Pursuant to the General Policies § II(B): GWI shall acknowledge and comply with District policies, report regularly on Network Project progress and operations and cooperate with a Clerk of the Works selected and engaged by the District.

45. Pursuant to the General Policies § III(C)(b):

“The District Governing Board shall develop, approve and promulgate general policies relating to Network operations and convey these to [GWI]. [GWI] shall prepare and submit to the District a budget for Network and subscriber operations and support. Should [GWI] determine that the implementation of any such policy would be financially or operationally detrimental to the project, it shall so inform the District Governing Board, with a brief explanation, and shall either propose an alternative to the policy, or

request that the Governing Board reconsider the policy, or resolve the matter as provided in Section (25) of the Operating Agreement.”

**C. ValleyNet’s Assignment Of Operation Of ECFiber To GWI.**

46. GWI is, or was, a Maine-based certified B corporation known by the trade name “Great Works Internet” or the acronym “GWI”, which until 2024 was led by Fletcher Kittridge, who had served on the ValleyNet, Inc. Board of Directors during the early years of ECFiber.

47. GWI’s Maine operations were as a competitive local exchange carrier (“CLEC”) providing voice and DSL-based internet service (Digital Subscriber Lines use traditional copper phone lines to deliver low-speed broadband).

48. In 2020, GWI won the phone business of ECFiber.

49. At the same time, the pandemic had made the necessity of good broadband obvious to all, and subscriptions poured into ECFiber.

50. Additionally, acting on the advice of ValleyNet and in anticipation that federal broadband grants would be forthcoming, the District agreed to accept applications for District membership from 8 new towns.

51. Leadership at ValleyNet and the District were repeatedly called in to testify before the legislature and by nascent CUDs.

52. During the following year, problems with construction delays, regulatory matters, and District dissatisfaction with the quality of reporting, and requests from other CUDs for service by ValleyNet led to a decision by ValleyNet’s board to replace the general manager and to open discussions with GWI about providing business assistance. ValleyNet hired Tom Cecere and some months later terminated the prior general manager and elevated Mr. Cecere to CEO of ValleyNet, Inc.

53. With the approval of the District, ValleyNet and GWI entered into an agreement to provide marketing, network operation, and management services in addition to the phone services already being provided.

54. In May 2022, the Governing Board approved having GWI assume the Operating Agreement from ValleyNet.

55. The transition process began. Part of that work involved the accounting systems, and this process uncovered a decade-long embezzlement by a ValleyNet contractor, John van Vught (who was convicted in 2024 and is serving time; the District expects to recover all funds from his restitution).

56. On December 31, 2022, the District, ValleyNet and GWI entered into an Assignment and Assumption Agreement, whereby GWI assumed in its entirety the Operating Agreement. A copy of the Assignment and Assumption Agreement is attached as **Exhibit B**.

57. GWI made several promises important to the District leading up to and upon assumption of the Operating Agreement: that GWI would continue to operate ECFiber consistent with the District's mission and that when a customer called ECFiber, a staff member in South Royalton would pick up the phone. In the words of GWI's then-CEO Fletcher Kittredge, "[n]othing's going to change. Just as ValleyNet was an agent for ECFiber, GWI is going to be an agent for ECFiber." See Answer ¶¶ 11, 14 and 15.

58. As part of the assignment and assumption, all ValleyNet employees became GWI VT employees (which had been stood up specifically to house them) and continued on as ECFiber staff.

59. These staff continued to operate out of ECFiber's office in South Royalton, Vermont (the lease on that physical space is in the name of the District).

60. As was always the case, GWI VT employees continued to refer to themselves as ECFiber staff.

**D. GWI–District Operating Agreement Renewal Negotiations.**

61. By its terms, the Operating Agreement is set to expire on December 31, 2025.

62. In 2023, the District’s Governance and Legal Committee commenced a review of the Operating Agreement in anticipation of its expiration.

63. During these discussions, Mr. Flinn presented his concerns over the sustainability of District leadership once the generation of volunteers that had led the grassroots effort to create the business of ECFiber stepped away.

64. His proposed solution was to find a way to establish a self-replicating board of experienced business professionals who would oversee the business operations of the District and provide the District government leadership with strategic advice.

65. Of necessity, such a board would be a “working board” requiring compensation. His idea presupposed GWI would continue to be the operator.

66. Others on the committee wanted to go even further: simply bring the ECFiber staff under the umbrella of the municipality. No outside operator was necessary.

67. In July of 2023, Fletcher Kittridge informed the District that Mac Mountain, owned by a former District delegate from the Town of Woodstock, Alex Rozek, had become an investor in GWI, that Kittridge’s role would change, and that Kerem Durdag would be GWI’s new CEO.

68. In late 2023, GWI VT general manager and former ValleyNet CEO Tom Cecere, told Mr. Flinn that GWI’s proposal for a new Operating Agreement would be forthcoming in early 2024.

69. With the arrival of the new year, the Governance and Legal Committee members continued to clash over whether the District would be better off taking over operations entirely or continuing with GWI or a different operator.

70. Eventually, an outline of the GWI proposal was delivered in November 2024 along with a spreadsheet illustrating the financial aspects of the proposal.

71. The Executive Committee and Governing Board were focused on getting the 2025 budget done and Mr. Flinn and Mr. Cecere were also consumed with getting the billing for a construction grant out. The GWI proposal was not immediately taken up.

72. On Dec 19, 2024, Mr. Cecere sent a MOU incorporating the proposal outline and in his email stated “If we don’t hear from you by January 31st, we’ll understand that you wish to explore other options, and we’ll respect that decision. We believe clear communication serves everyone’s best interests.”

73. The MOU contained this clause: “16. Withdrawal of MOU if Not Fully Executed by January 31, 2025. The Parties understand that contract negotiations require the significant expenditure of time and resources. Accordingly, if this MOU is not executed by 5pm Eastern Time on January 31, 2025, it shall be deemed withdrawn. Further, if an Amended and Restated Operating Agreement is not executed by March 31, 2025, the terms of this MOU are void.”

74. Mr. Flinn read this as notice that the existing agreement would not be allowed to renew by GWI, and responded:

“One thing we need quickly is a restatement of the projected financials and KPIs used for our Series 2023A bonds with the proposed terms in place and extended out through 2030.

Another item that needs to be addressed is the topic we discussed earlier this autumn, namely, that the business lacks the sort of oversight a board of directors usually provides in the context of shareholders > board > staff.

In our situation, the Governing Board comprises the shareholders and GWI provides the staff. In between we have perhaps GWI’s board with many other things



to focus on besides ECFiber and perhaps an Executive committee of mixed expertise and commitment, with uncertainty over shot-calling.

The existing Operating Agreement contemplated ValleyNet's board filling that role, but Stan & Carole were not able to develop the board as ECFiber grew, unfortunately.

It's also unfortunate this is presented with the deadlines chosen."

75. During this same week, and in response to the proposal and to the deadlock the Governance and Legal Committee was experiencing over how to proceed, the District decided to invite outside consultants to advise the District.

76. A contract with the consultants was authorized by the Executive Committee at its January 6, 2025 meeting.

77. At the same meeting, the Executive Committee endorsed the pursuit of simply extending the existing Operating Agreement, which Mr. Flinn had suggested to Tom Cecere that GWI propose in response to his initial review of the economics of the November proposal.

78. During the same discussion, Mr. Cecere revealed that he had been told that he would not be part of those negotiations.

79. Mr. Flinn asked who the deciders would be, and Mr. Cecere told him Alex Rozek and Kerem Durdag.

80. Eight days later, at the Governing Board meeting of January 14, 2025, Mr. Flinn presented a slideshow on the challenges the District faced in 2025 that focused particularly on the background for the decision-making that was underway through both the Governance and Legal Committee and the Executive Committee.

81. This presentation had been shared with the Executive committee and GWI leadership, and would be shared days later with the consultants who had been hired.

82. Mr. Flinn also reported that the Executive Committee strongly favored pursuing an extension of the existing Operating Agreement with GWI through 2027 to allow time for network development and strategic planning.

83. Earlier that day (January 14, 2025) GWI sent a proposed extension agreement that set the operator's fee to \$21 per customer per month for 2026 and 2027, (\$15 per customer per month in 2026 to accommodate debt service coverage ratio concerns), and asked the agreement to add a clause concerning the staff that read "For the avoidance of doubt, the Parties agree that GWI shall have exclusive discretion, control and autonomy over its employees, including but not limited to assigning employees to work on matters and projects that do not pertain to the District."

84. Mr. Flinn immediately replied:

"Before I pass this along, I recommend opening up the 2023 LOM to page 33, or the attached 1 page file that contains the 5 year projections done for the 2023 Bonds. We're a whole year behind those numbers so you can re-read the column headers for 2024 as 2025, 2026 as 2027 etc.

It shows our entire cash flow for 2026 (read 2027) will be \$2.7 million with 12,518 customers -- and  $\$21 \times 12 \text{ months} \times 12,518 = \$3,154,536$ .

This fee from us to you drops straight to your bottom line, so I might ask what proportion of our revenues it is -- 19.63%. I don't think many businesses enjoy a net profit of almost 20% on revenues.

Another way of looking at it is that you would be getting a \$3.1 million fee for administering 8.1 million in expenses.

I feel like the ask is completely out of proportion. I really don't want to present it to the Executive committee without a fuller understanding of why you think these charges are justified."

85. This led to scheduling a meeting between Flinn, Durdag, Neil Katz, and Cecere for January 17, 2025.

86. On January 17, 2025, Mr. Flinn participated in a virtual meeting with GWI's principals named above, and Alex Rozek.

87. During the meeting Mr. Rozek explained his vision for GWI: that it would operate a lot of municipally owned or community funded networks; that consolidation of ECFiber and the other Vermont CUDs was inevitable; that many of the tasks ECFiber staff was doing could be done remotely and in centralized fashion for the many different municipal networks; that the District should be paying market rates to have its business operated because otherwise GWI would instead serve other clients willing to pay more.

88. On information and belief, unbeknownst to the District, GWI had already begun the process of reorganizing ECFiber staff to service other GWI customers and perform GWI-specific administrative tasks.

89. Mr. Flinn responded by pointing out that the very reason ECFiber existed was because larger ISPs ignored most of the District's footprint as unprofitable, that nobody leading the large national ISPs ever see reports that call out the tiny amount of business they have in Vermont, and that it would be difficult to move forward with a plan that would lead to a future where ECFiber was just a small part of a large national outfit, and largely ignored and left to last when new technology was available.

90. The District's grassroots effort had not been undertaken so that the resulting business would become subject to the same market failures that had spurred the work creating ECFiber.

91. Mr. Flinn also commented that the GWI financial projections were wildly optimistic given GWI's track record during its time as operator and stated his belief that a simple extension through 2026 with a three to six times increase in the existing \$10 per service subscriber per year fee was all the District could afford given its debt service requirements; that GWI's proposal amounted to \$252 per service subscriber per year and was unrealistic.

92. The parties agreed to work on the numbers and continue to meet.

93. On January 30, Mr. Flinn received word from Mr. Cecere that a reduction in force had taken effect among GWI employees in Maine but that that would not affect ECFiber operations in any way.

94. Also on January 30, a meeting with GWI leadership and District leadership went over much of the same ground as on January 17.

95. On January 31, 2025, the MOU proffered by GWI in mid-December for a modified Operating Agreement expired.

96. The parties to that meeting again failed to reach agreement on even the baseline numbers, and another meeting was set for February 7.

97. On February 7, 2025, members of the Executive Committee met with Neil Katz to review the numbers.

98. Although he accepted the District's accounting and interpretation of the numbers, and agreed that the parties were \$2.2 million apart in 2025 and 2026, he indicated that GWI felt the District should pay even if it had to borrow money from the bond market to do so.

**E. Events of February 11, 2025.**

99. On February 11, 2025, a whistleblowing ECFiber staff member and GWI VT employee, Megan Flemings, called Jeff Brand, Secretary of the District Governing Board (also Clerk of the municipality), to request an employment reference letter.

100. When asked why she was requesting a reference letter, Ms. Flemings explained that she had just learned that GWI intended to terminate many GWI VT employees and immediately move its customer service office, based in South Royalton, to a regional call center.

101. Ms. Flemings wanted to know if the Governing Board was aware of this development—if they were aware, and that is what they wanted, she would go along with it.

102. The implication was clear—most GWI employees that had serviced ECFiber’s network exclusively would be outsourced and that ECFiber’s business would be a small piece of GWI’s larger operations, contrary to the District’s express wishes.

103. Mr. Brand recommended that Ms. Flemings contact Mr. Flinn. Mr. Brand then notified Mr. Flinn of what he had learned.

104. During the call, Ms. Flemings asked whether Mr. Flinn knew about GWI’s plans, which apparently included having GWI employees, including Ms. Flemings, work on other CUD projects.

105. Mr. Flinn denied being aware that GWI had implemented such plans and notified Ms. Flemings that ECFiber’s Governing Board had not approved of them, and that in fact this was not something GWI could do without the prior approval of the Board.

106. Ms. Flemings also indicated that she had recorded the meeting and asked Mr. Flinn if he wanted a copy of the video.

107. Ms. Flemings at no time notified Mr. Flinn that she was or was not subject to a Non-Disclosure Agreement, or that the video contained any trade secrets as GWI now alleges in the Amended Complaint.

108. Mr. Flinn alerted ECFiber’s Executive Committee about the developments and posted the video that Megan had to the Google drive of his [Chair@ECFiber.net](mailto:Chair@ECFiber.net) account, authorizing only those to whom he sent an invite to review the video.

109. The video itself primarily contains a series of broad statements by Mr. Rozek, who, on information and belief, is an investor in GWI, but not an officer or employee.

110. Much of the video also appears to be a rehash of meetings with the District in January and a restatement of many of GWI's plans which the District had previously rejected. (*supra* at ¶¶ 87-89).

111. The Executive Committee agreed that GWI's plans were not compatible with the terms of the Operating Agreement and historical arrangement the District had with ValleyNet and GWI: that absent prior approval by the District, ValleyNet/GWI could only service the District's network.

112. That evening, the regular meeting of the Governing Board began at 7:00 p.m. During the operator's report, Mr. Cecere made reference to GWI VT employees starting to work on other CUDs.

113. Mr. Flinn interrupted him and instructed him to not implement that plan.

114. Notwithstanding Mr. Flinn's clear instruction, GWI elected to misappropriate GWI VT employee-time, which the District pays for in full, to service other communications entities and/or do GWI administrative work.

115. Mr. Flinn then recognized Irv Thomae, Norwich delegate, Executive Committee member, and Mr. Flinn's predecessor as District Chair. He reiterated the point.

116. The following day, February 12, 2025, the undersigned issued a cease-and-desist letter to GWI. A copy of the February 12, 2025 cease and desist letter is attached as **Exhibit C**.

117. In sum and substance, ECFiber indicated that GWI's plans violated the terms of the Operating Agreement and directed GWI to immediately stop plans to eliminate its Vermont-specific services.

118. GWI's attorney Evan O'Brien responded two days later, disputing the District's interpretation of the Operating Agreement and rejecting the District's concerns. A copy of the February 14, 2025 response is attached as **Exhibit D**.

119. This development made clear that the mission of the District and the business of ECFiber was unlikely to find alignment with a for-profit operator.

120. On February 12, Mr. Flinn and Al Iuppa met with consultants Roger Glovsky and Carl Logan to discuss their progress.

121. The consultants reiterated their finding that the District should look to return to the ValleyNet model and set up a non-profit operator.

122. They were then informed about developments with GWI. It was decided to have the consultants present their findings at the Executive Committee meeting on February 24, 2025.

**F. The District Attempts To Work With GWI On A Transition, Is Rebuffed.**

123. On February 18, 2025, GWI attorney Evan O'Brien wrote a letter to ECFiber indicating that GWI had learned that "a GWI employee, acting at the direction of and in concert with ECFiber's governing board Chair F. X. Flinn, video-recorded a GWI internal meeting on February 11, 2025." A copy of Mr. O'Brien's February 18, 2025 letter is attached as **Exhibit E**.

124. GWI suggested, that Mr. Flinn's actions constituted trade secret violations, without specifics or explaining how Mr. Rozek's presentation could have involved GWI trade secrets, and demanded that the video be destroyed and that Mr. Flinn immediately refrain from further instructing GWI employees to conduct unauthorized surveillance. *Id.*

125. On February 19, 2025, the undersigned responded, notifying GWI that given its lack of candor concerning its intentions for serving ECFiber's network and the apparent incompatibility of GWI's for-profit mission, the District intended to allow the Operating

Agreement to expire without renewal and return to its pre-existing operating model. A copy of the February 19, 2025 letter is attached as **Exhibit F**.

126. Also on February 19, the final report of the consultants was received and sent to the Executive Committee.

127. On February 24, 2025, without any attempt to discuss with the District, GWI embarked on an effort to divide Mr. Flinn from the Governing Board and filed a strategic lawsuit against public participation in the Windsor Unit of the Vermont Superior Court against Mr. Flinn “individually and in his official capacity as Chair [of the District Governing Board].”

128. Essentially identical to the present action before this Court, it would remain unserved for weeks until revised and filed in this Court before the state court case was actually dismissed.

129. On February 25, 2025, Mr. Flinn suggested to the Executive Committee that he designate a three-person team to approach Kerem Durdag to discuss transition – Stan Williams, Dan Leavitt, and Chris Noble. This was put into effect on February 27.

130. Subsequently, GWI asked that the transition discussion be turned into another round of operating agreement negotiations, and the transition team agreed to explore this possibility with GWI in good faith.

131. On March 11, 2025 the Governing Board held its regular monthly meeting.

132. That afternoon, Attorney O’Brien called the undersigned requesting that Mr. Flinn recuse himself from providing a chair report at the Governing Board, which Mr. O’Brien anticipated would include a request for formal action by the Board.

133. The undersigned advised Mr. O’Brien that Mr. Flinn would not recuse himself.



134. However, GWI's guess at Mr. Flinn's intent was inaccurate. Mr. Flinn's intent, as the Executive Committee consensus confirmed during a special meeting prior to the Board meeting, was to support the transition team's request to give the second round of negotiations with GWI a chance.

135. In parallel, by the end of that week, the Governance and Legal Committee agreed on articles of incorporation for the Vermont ISP Operator ("VISPO"), the non-profit successor to GWI, and they were filed on March 17, 2025.

136. Mr. Flinn, Al Iuppa, and Dan Leavitt were designated the founding directors.

137. Mr. Flinn obtained an EIN and the domain name VISPOCompany.com, and the Governance and Legal committee continued to work on the by-laws, which were approved by that committee and circulated to the Executive Committee.

138. On March 21, the initial VISPO directors met and adopted the by-laws and then nominated seven persons for the VISPO board.

139. The District Executive Committee were presented with the nominations at their regular meeting on March 24.

140. On March 26, 2025, without notice, GWI filed its voluntary dismissal of its still unserved strategic lawsuit in state court. Dismissal was not granted until April 2, 2025.

141. Also on March 26, 2025, GWI filed the essentially identical Complaint here. (Doc. 1).

142. On March 28, the Executive Committee held a special meeting and approved the VISPO nominees and discussed the draft MOU to empower VISPO to negotiate/arrange a transition with GWI in the event of failed negotiations with GWI for a sensible extension of the Operating Agreement.

143. Subsequently, the initial directors elected the seven new VISPO members.

144. Mr. Flinn was now off the VISPO Board, although per the VISPO by-laws, the District Chair, Vice-Chair and Treasurer are ex-officio, non-voting members of that Board, and may designate a representative if they so choose.

145. On April 3, the designated transition team, which had conducted a second round of negotiations for a renewal of the Operating Agreement or a new operating agreement, notified the Executive Committee that no agreement on suitable terms was forthcoming from GWI.

146. Mr. Flinn called an emergency meeting of the Executive Committee for April 4, 2025 and the committee voted to recommend to the full Governing Board that it approve an MOU with VISPO and also to formally vote to conclude negotiations with GWI.

147. On April 8, 2025, the District's Governing Board voted unanimously to remove from consideration the renewal or extension of the Operating Agreement with GWI. Governing Board members who were also on the VISPO board recused themselves from the vote and their alternates voted.

148. The delegates also voted to move forward with efforts to have VISPO succeed GWI as ECFiber's operator and to enter into an MOU to that affect.

**G. GWI Refuses To Cooperate With Transition, Performance Declines.**

149. On April 16, 2025, Mr. Flinn, on behalf of the District, wrote a letter to GWI requesting that it assist the District to transition operations from GWI to VISPO, authorized GWI and VISPO to engage in transition discussions and to share the District's data and system access credentials. A copy of the April 16, 2025 letter is attached as **Exhibit G**.

150. The District also reminded GWI that all tangible and intangible property, data, and information used in operating ECFiber was the property of the District, not GWI. *Id.*

151. Finally, the District informed GWI that it was in the process of developing a formal Transition Policy, pursuant to the Operating Agreement. *Id.*

152. GWI's CEO responded to Mr. Flinn that night stating that GWI would not continue with a previously-scheduled meeting to discuss transition.

153. The next day, GWI's new counsel, Harvey Wolkoff, wrote to Mr. Flinn's defense counsel Evan Foxx, and demanded that Mr. Flinn stop all communications with GWI, and made several accusations and inaccurate statements and indicated that GWI would simply not cooperate with Mr. Flinn, the District's Governing Board chair. A copy of that letter is attached as **Exhibit H**.

154. On April 25, 2025, GWI CEO Kerem Durdag sent an email to the District's Executive Committee demanding that going forward all email to GWI be sent to a generic email address: [operator@staff.gwi.net](mailto:operator@staff.gwi.net), purporting to impose restrictions on staff GWI would send to District meetings, and demanding that GWI record all District meetings.

155. On April 28, 2025, Mr. Flinn filed a motion to dismiss the Complaint. (Doc. 17).

156. On April 28, 2025, the Executive Committee held its regular meeting. Present at that meeting to give the operator's report on behalf of GWI was Sean Byrne, not Tom Cecere.

157. Prior to April 28, Tom Cecere typically provided the operator report and answered questions from the Executive Committee.

158. Mr. Byrne was unable to answer many of the Executive Committee's questions regarding key performance indicators and issues with the ECFiber website.

159. Mr. Brand communicated to Mr. Byrne concerns that, among other things, the new ECFiber website went live without District approval, and that a growing list of concerns has not been acknowledged or resolved.

160. On May 5, 2025, the District's Executive Committee engaged and appointed Stan Williams as Clerk of the Works, pursuant to the Operating Agreement.

161. The Executive Committee also prepared a draft Transition Policy, which it unanimously approved subject to Governing Board ratification at the subsequent May 13, 2025 meeting.

162. Mr. Flinn alerted GWI to Mr. Williams' appointment, provided a draft of the transition policy to GWI by letter dated May 6, 2025 and responded to Mr. Durdag's April 25, 2025 demand regarding communications. A copy of the May 6, 2025 letter is attached as **Exhibit I**.

163. On May 9, 2025, Mr. Wolkoff sent a letter to the undersigned counsel arguing that GWI was not bound to follow the Transition Policy, that the District had no right to appoint a Clerk of the Works, demanded that any further correspondence on the "Transition Policy" flow through the lawyers, and, generally, that GWI would not cooperate. A copy of the May 9, 2025 letter is attached as **Exhibit J**.

164. On May 13, 2025, the Governing Board unanimously ratified the Transition Policy and the appointment of Mr. Williams as Clerk of the Works. A copy of the Transition Policy is attached as **Exhibit K**.

165. At the May 13 meeting, Lianne Allen reported that due to a new GWI representative, the Operations and Marketing Committee had received a less detailed report from GWI and that many issues related to operations and marketing had been raised with GWI, but had gone unanswered.

166. Mr. Brand informed the Governing Board that he had continued to attempt to resolve numerous issues through GWI, but was told that GWI would have a minimum 48-hour response time.

167. Matt Wing, instead of Tom Cecere or Sean Byrne, appeared to give the Operator's Report but had little information.

168. Instead of providing information, Mr. Wing stated he would take the District's concerns back to GWI to discuss with Tom Cecere, Kerem Durdag and GWI's investor, Alex Rozek.

169. Numerous requests for revisions to the ECFiber website, access to records or accounts, and services have since been made and been rebuffed, gone unanswered, partially answered, or have gone without even acknowledgment.

170. Similarly, numerous requests for financial reporting have failed to return requested records.

171. The District has requested reports for capital expenses, which GWI previously provided on a monthly basis.

172. GWI has failed to provide a single report for capital expense in 2025.

173. GWI also failed to timely hire a director of finance leading to among other things, poor reporting in the recent audit and a material weakness finding in the S&P report GWI refers to in the Amended Complaint described as follows:

“In addition, the auditor had a material weakness finding regarding internal controls over financial reporting for the fiscal year 2023 and 2024 audits, which reflect a need to improve financial oversight. The auditor reported the need for appropriate staffing to prepare its financial statements in accordance with generally accepted accounting principles (GAAP) and the district relies on external auditors for assistance. We understand the district contracts finance and accounting functions to its service operator, Great Works

Internet (GWI) through its subsidiary GWI Vermont LLC, who had difficulty filling its finance director role.”

174. On May 14, 2025, the undersigned sent a letter to counsel for GWI, attaching a copy of the as-adopted Transition Policy, and addressing among other things, GWI’s continued non-cooperation with the District on the transition and numerous performance issues apparently exacerbated since GWI learned that the District would not renew the Operating Agreement, and asking GWI to reconsider its position and work with the District. A copy of the May 14, 2025 letter is attached as **Exhibit L**.

175. That same day, GWI amended the Complaint naming the District as a Defendant and restyling some of its previous allegations against Mr. Flinn as allegations against the District. (Doc. 18).

176. On May 16, 2025, Mr. Wolkoff responded that the District had no authority to adopt the Transition Policy but, nevertheless, at the end of his letter stated that GWI would be willing to engage an expert at the District’s expense to work with GWI on a transition. A copy of the May 16, 2025 letter is attached as **Exhibit M**.

177. Mr. Wolkoff also walked back GWI’s position and acknowledged that the District had the right to appoint Mr. Williams as Clerk of the Works, but stated that GWI would “pare down the business that it conducts out of that office” if Mr. Williams intended to be physically present in the GWI office (under the District’s lease).

178. The undersigned responded on May 28, 2025 stating that the District was encouraged by GWI’s apparent change of tack and willingness to discuss transition through an agreed-upon neutral third-party. A copy of the May 28, 2025 letter is attached as **Exhibit N**.

179. The undersigned requested agreement regarding the extent of the District’s ownership of all ECFiber tangible and intangible property, and renewed the District’s request for

GWI to provide its Clerk of the Works with physical space at the District-leased facility at Waterman Road.

180. As of the date below, GWI has failed to comply with the first deadline in the Transition Policy—June 1, 2025, refused to engage on the ownership of property issue, and has failed to cooperate with the Clerk of the Works.

181. Mr. Wolkoff responded on June 3, 2025. A copy of the June 3, 2025 letter is attached as **Exhibit O**.

182. In Mr. Wolkoff's response, Mr. Wolkoff indicated that GWI would no longer send representatives to meetings of the District and would respond to all questions only in writing.

183. Instead of confirming what ECFiber property GWI alleges it owns, Mr. Wolkoff argued that notwithstanding that the District pays for all software and licenses, that GWI nevertheless owns ECFiber software and licenses.

184. On the clerk of the works, Mr. Wolkoff wrote that GWI will not cooperate with Mr. Williams, except on issues relating to construction and installation. *Id.*

185. GWI will only answer Mr. Williams's questions in writing, and will only respond to questions provided in writing and will not grant Mr. Williams access to GWI's financial records or "confidential and proprietary systems or intellectual property of GWI"—terms which the District has asked GWI to define several times without a response. *Id.*

186. Finally, GWI will not permit any of its employees to actually speak to Mr. Williams and if he appears at the Waterman Road facility, GWI employees will only work remotely. *Id.*

187. For the first time in the history of the District, GWI failed to send a representative to the June 10, 2025 Governing Board meeting to report to that board and respond to questions.

188. GWI has effectively ceased all meaningful exchange of information with the District and refused to comply with District policy and oversight.

**COUNT 1**  
**(Breach of Contract—Transition Policy)**

189. The District reincorporates the allegations above.

190. The District and ValleyNet entered into the Operating Agreement.

191. The District, ValleyNet and Biddeford entered into an Assignment and Assumption Agreement, whereby Biddeford assumed all ValleyNet's obligations under the Operating Agreement, the General Policies, and other promulgated District policies without change.

192. Among the obligations Biddeford assumed was the obligation to comply with District-promulgated policies.

193. Subsequent to GWI stepping into ValleyNet's role, the District promulgated additional policies.

194. GWI has, to the District's knowledge, complied with those policies with the exception of the Transition Policy.

195. On May 13, 2025, the District adopted the Transition Policy.

196. The Transition Policy states a clear schedule of specific deadlines including, among other things, a discussion to take place between the District's current operator (GWI), and its successor operator (VISPO) to facilitate a reasonable supplemental transition plan on or before June 1, 2025.

197. GWI has not complied with that June 1, 2025 deadline and has otherwise not complied with the District in any way on transition.

198. GWI has not otherwise provided input on the Transition Policy, proposed a budget, or invoked the dispute resolution procedures stated in the Operating Agreement.



199. GWI has failed to comply with the District's Transition Policy and has breached the Operating Agreement and General Policies incorporated therein.

200. As a result of GWI's breach, the District has been damaged in an amount to be determined at trial.

**COUNT 2**

**(Breach of Contract—Operating Agreement/Records and Access)**

201. The District reincorporates the allegations above.

202. The District is formed pursuant to 30 V.S.A. § 3051 *et seq.*

203. Pursuant to 30 V.S.A. § 3068, the clerk of the District "shall have the exclusive charge and custody of the records of the district and the seal of the district."

204. Mr. Brand is the clerk of the District.

205. Mr. Brand has repeatedly made demand for access to the District's records over which GWI has unreasonably exerted control.

206. GWI has refused to turn over access to those records.

207. Additionally, pursuant to the Operating Agreement, all contracts must be approved by the District and are paid by the District.

208. The Operating Agreement also provides that upon demand, GWI must set over to the District all rights in the communications plants and all contract rights, among other things.

209. On numerous occasions, the District, through Mr. Brand or others, has requested access to District records in possession of GWI, as well as access and credentials to web-based services, such as the ECFiber website.

210. GWI failed and refused to turn over those records or provide access in breach of both statute and the Operating Agreement.

211. GWI's conduct has damaged ECFiber in an amount to be determined at trial

**COUNT 3**

**(Breach of Contract—Operating Agreement/Clerk of the Works)**

212. The District reincorporates the allegations above.

213. Pursuant to the Operating Agreement, and the General Policies and Procedures, the District is entitled to appoint a clerk of the works.

214. The District so appointed Stan Williams.

215. The Operating Agreement defines “Project” to include design, construction and operation of one or more communications plants.

216. The Operating Agreement authorizes the District to appoint a clerk of the works for several purposes:

- a. To “oversee the construction and installation of all work related to each Project contemplated in this Agreement, and to act as a liaison between and among parties involved in communications plant construction.”;
- b. To resolve disputes between the parties; and,
- c. Verify GWI’s “project performance during Project construction periods.”;

217. Nothing in the Operating Agreement restricts Mr. Williams from performing other tasks as directed by the District.

218. Pursuant to the Operating Agreement, GWI is specifically obligated to cooperate with Mr. Williams.

219. GWI has not cooperated with Mr. Williams.

220. Indeed, GWI will not even authorize its employees to speak to Mr. Williams or be physically present in the same place at the same time as Mr. Williams.

221. GWI has breached the Operating Agreement by failing to cooperate with the Clerk of the Works.

222. The District has been damaged in an amount to be determined at trial.

**COUNT 4**

**(Breach of Contract—Operating Agreement/Dispute Resolution)**

223. The District reincorporates the allegations above.

224. Pursuant to the to the Operating Agreement ¶ 25, GWI is obligated to submit any disputes between it and the District first to the Clerk of the Works, Stan Williams, then through negotiation and mediation.

225. Instead of following the dispute resolution procedure in the Operating Agreement, GWI first filed a strategic lawsuit against Mr. Flinn in Vermont State Court, filed a second lawsuit in Vermont Federal Court before the state suit was dismissed, and then amended its Complaint to now include the District.

226. GWI made no effort to resolve its apparent complaints except through the Courts.

227. GWI has breached the Operating Agreement by failing to make any effort to resolve its disputes through the dispute resolution process.

228. As a result of GWI's breach, the District and Mr. Flinn incurred unnecessary legal fees and have been damaged in an amount to be determined at trial.

**COUNT 5**

**(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

229. The District reincorporates the allegations above.

230. Implied in every contract in Vermont is a covenant of good faith and fair dealing.

231. ECFiber is a grassroots operation built by unpaid volunteers designed to bring broadband to rural Vermonters by local staff.

232. GWI was aware when it assumed operations from ValleyNet that the District was, is, and will always be mission-focused, and at its core it is a municipality charged with serving its constituents, not maximizing profits at their expense.

233. Prior to and upon assumption of the Operating Agreement, GWI promised to maintain the prior working relationship between the District and its operator, in support of the District's mission.

234. On information and belief and against the direction of the District, GWI underwent a change in leadership and engaged in a course of reorganization which called for elimination in Vermont of, among other things, local customer service and accountability.

235. On information and belief and against the direction of the District GWI engaged in a course of utilizing ECFiber staff, whose salaries are paid in full by the District, to do work for the benefit of GWI's other customers and take on GWI administrative tasks, in order to maximize GWI profits and without the District's approval—essentially causing the District to subsidize services provided to GWI's other customers.

236. This misappropriation was followed by GWI's precipitous decline in level of service to the District, the unpreparedness of its staff at District meetings, its failure to timely address the District's operational concerns, and the reshuffling of staff to whom the District has been asked to address those concerns.

237. This decline in service was not accompanied by any reduction in expenses GWI charges to the District.

238. Mr. Rozek, as a former delegate to the Governing Board was fully aware of the District's arrangement with its operator ValleyNet and subsequently GWI.

239. Mr. Rozek was also aware that, among other things, all expenses related to ECFiber were paid by the district.

240. Mr. Rozek apparently perceived an opportunity to do what a private equity investor would do, exploit that arrangement with the District to maximize profits for GWI and thus improve

his investment in GWI by fundamentally reorganizing GWI to maximize use of employee-time and resources paid for by the District without compensation to the District.

241. GWI enacted Mr. Rozek's interests notwithstanding that they ran contrary to the nearly decade-long practice and relationship between the District and its operator which GWI previously promised to uphold.

242. When GWI was directed to cease and desist from such reorganization, GWI was not forthcoming with the District, refused to discuss or cooperate with the District and elected to sue Mr. Flinn instead of salvage its relationship with the District.

243. GWI has since eliminated valuable services to the District, particularly customer service to the District including knowledgeable staff to attend District meetings, and any meaningful communication on District oversight of ECFiber.

244. GWI has failed to provide records when requested, or access to District property, including financial records.

245. GWI's conduct was and is not in good faith, it was and is profit-motivated as evidenced by GWI's attempt to negotiate a one-sided deal with the District which would require the District to take on significant additional debt over and above possible revenues purely to contribute money to GWI's own bottom line and to accept GWI's reorganization as a fait accompli.

246. When the District exercised its right not to renew the Operating Agreement, GWI refused to discuss a reasonable transition and embarked on a course of strategic litigation and attempted to sow internal disunity in the District's Governing Board by suing Mr. Flinn and making various representations to reporters.

247. GWI's lawsuit was a strategic attempt to make the District swallow its one-sided extension proposal, and is now simply an attempt to leverage the Court to gain concessions from the District.

248. GWI has failed to deal with the District in good faith or honor the deal it agreed to in the Assignment and Assumption Agreement to operate ECFiber at the direction of the District.

249. Instead, GWI took steps to use ECFiber for its own ends and against the best interests of the District, its members, and rural Vermonters.

250. As a result of GWI's breach of the implied covenant of good faith and fair dealing, the District has been damaged in an amount to be determined at trial.

**COUNT 6**  
**(Declaratory Judgment—Transition Policy)**

251. The District reincorporates the allegations above.

252. Pursuant to 28 U.S. Code § 2201 this Court may declare the rights and other legal relations of any interested party seeking such declaration.

253. Pursuant to the terms of the Operating Agreement and as a municipality, the District has the right to promulgate policy related to operation of ECFiber and GWI has a duty to comply with duly promulgated policies.

254. Pursuant to the Operating Agreement ¶ 1:

“The parties acknowledge that the benefits of this Agreement shall devolve upon District and its member municipalities, and shall be disposed of by the District pursuant to the enactments under which it is established. The parties further acknowledge that the District, acting through its Governing Board as the legislative body of a municipal corporation, is responsible for establishing and articulating policies to be acted upon and implemented by [GWI] under this Agreement[.]”

255. Pursuant to the General Policies § III(C)(b):

“[The District] shall develop, approve and promulgate general policies relating to Network operations and convey these to [GWI]. [GWI] shall prepare and submit to the District a budget for Network and subscriber operations and support. Should [GWI] determine that the implementation of any such policy would be financially or operationally detrimental to the project, it shall so inform the District Governing Board, with a brief explanation, and shall either propose an alternative to the policy, or request that the Governing Board reconsider the policy, or resolve the matter as provided in Section (25) of the Operating Agreement.”

256. The District duly and unanimously adopted the Transition Policy.

257. GWI has failed to implement the Transition Policy or comply with the deadlines stated in the Transition Policy.

258. GWI has not informed the District that implementation of the Transition Policy would be financially or operationally detrimental, proposed an alternative, requested reconsideration or pursued dispute resolution.

259. GWI has also requested declaratory judgment on this issue.

260. The District requests declaratory judgment that the Transition Policy is enforceable and that GWI is obligated to comply with the Transition Policy pursuant to the rights and obligations stated in the Operating Agreement and General Policies.

**COUNT 7**  
**(Declaratory Judgment—Property)**

261. The District reincorporates the allegations above.

262. Pursuant to the terms of the Operating Agreement, the District has ownership rights to all tangible and intangible property related to the operation of ECFiber.

263. GWI is merely the operator of ECFiber.

264. All contracts are either signed for the benefit of the District, or by the District, and all licenses are required to be in the District's name.

265. The District has paid for directly, or reimbursed GWI for all services, licenses, equipment, software, and all other materials required for operation of its network.

266. Nevertheless, GWI asserts that it has some ownership over certain software and licenses, without identifying which software or licenses it claims.

267. The District requests declaratory judgment that pursuant to the Operating Agreement and the General policies, as well as the relevant contracts and licenses, that all tangible and intangible property related to the operation of ECFiber is the District's property.

**COUNT 8**  
**(Injunction)**

268. The District reincorporates the allegations above.

269. Through ECFiber, approximately 10,000 locations in Vermont receive high speed internet services and about 40% also get VOIP services.

270. In many locations the District's network serves, there is limited or no cellular coverage, many customers do not have separate landlines, and the District's network is the sole point of access to phone and internet services for customers.

271. The District's Transition Policy plainly states that: "[f]ailure to fully comply with this Policy may impair service, result in loss of service for a period of time, and unnecessarily risk irreparable harm to the District, its members, its customers and to the respective operators."

272. The Transition Policy states a June 1, 2025, deadline for its current operator GWI to confer with its successor operator VISPO on creation of a supplemental transition policy which will go into greater detail regarding the transition and may modify the schedule stated in the Transition Policy.



273. GWI has failed to do so by the June 1, 2025, deadline stated in the Transition Policy.

274. The schedule in the Transition Policy contemplates a series of takeover of tasks by VISPO from GWI over a period of time and is designed to avoid interruption of service.

275. If GWI refuses to cooperate with the District and ignores its obligations under the Transition Policy, then GWI unreasonably risks the interruption of services to rural Vermonters, including timely access to emergency services.

276. GWI should not be entitled to hold Vermonter's access to critical information infrastructure hostage or as a bargaining chip to seek eleventh hour concessions from the District.

277. The District therefore requests that a mandatory injunction issue directing GWI to comply with the Transition Policy.

278. If GWI fails to follow a reasonable transition, there is an unreasonable risk of damage to the District's network, interruption of services, and irreparable harm to both the District, and the Vermonters who the District serves.

279. GWI will not be burdened by such relief as the expense of compliance with the Transition Policy falls on the District under the terms of the Operating Agreement and General Policies.

280. Public policy strongly favors protecting Vermonter's access to critical information infrastructure and emergency services over a private party's unfair negotiation leverage.

**COUNT 9**  
**(Unjust Enrichment)**

281. The District reincorporates the above allegations.

282. The District pays in full the salaries of the former ValleyNet and now GWI VT employees who serve ECFiber.

283. The District has made clear to GWI that GWI VT employees who service ECFiber, and for which the District pays salary, are to work solely on ECFiber tasks, not tasks for other CUDs or tasks serving GWI.

284. When GWI's predecessor, ValleyNet, requested, however, that ECFiber staff be allowed to perform certain tasks for LymeFiber, the District granted that request.

285. GWI has made no such requests.

286. GWI has, nevertheless, on information and belief, used GWI VT employees serving ECFiber to work for other CUDs and other projects for GWI, including GWI administrative tasks.

287. GWI has eliminated or vastly reduced the direct services GWI VT employees actually provide to the District, services necessary to running the business of ECFiber.

288. Among other things, GWI has actively restricted its employees from actually communicating directly with the District, and no longer sends an employee to update the District at its regularly scheduled meetings.

289. GWI has not requested or received authorization for use of GWI VT employees for such purposes.

290. GWI has, at no point, pro-rated costs for these employees' services rendered to other CUDs or to GWI, or for the reduction in services to the District, from the salary expense paid by the District.

291. GWI has misappropriated GWI VT employee time to provide labor to GWI at the District's expense and has reduced the services GWI VT employees actually provide to the District.

292. GWI has, therefore, been unjustly enriched.

293. It would be inequitable for GWI to retain these benefits without compensating the District for value GWI received through its misappropriation.

**COUNT 10**  
**(Consumer Protection 9 V.S.A. § 2451 *et seq*)**

294. The District reincorporates the above allegations.

295. The District is a “consumer” as that term is meant pursuant to 9 V.S.A. § 2451a(1) in that it contracted with GWI for operator services in connection with the operation of ECFiber.

296. GWI provides “services” pursuant to 9 V.S.A. § 2451a(2) as described in the Operating Agreement.

297. GWI is a “seller” pursuant to 9 V.S.A. § 2451a(3) principally engaged in selling its services to consumers. *Amended Complaint* ¶ 7.

298. GWI promised the District that it would operate ECFiber consistent with the District’s mission, including local service and support.

299. GWI then engaged in a leadership reorganization, and a significant reduction in force.

300. GWI then engaged in an internal reorganization, as described several times by Mr. Rozek.

301. Among other things, on information and belief, this reorganization repurposed GWI VT staff, for whom the District pays all salary and benefits, to conduct work for GWI’s other customers and administrative tasks for GWI itself.

302. Additionally, on information and belief, GWI began integrating GWI VT information and systems into broader GWI information and systems, entangling ECFiber information with GWI’s other customers’ information.

303. GWI was aware, and Mr. Rozek in particular was aware as a former delegate, that the District understood the agreement between GWI and the District to be that GWI VT personnel would service ECFiber exclusively unless prior permission was given by the District.

304. GWI elected to leverage employees whose time the District paid without the District's permission to offset labor costs and pad its bottom line.

305. GWI proposed a similar reorganization to the District as a possibility during negotiations of a renewal of the Operating Agreement but carefully did not disclose that this reorganization was already underway.

306. When the District learned that GWI had either proposed or already undertaken this reorganization and misappropriation of ECFiber staff, it objected and demanded that GWI immediately cease.

307. GWI adamantly refused to acknowledge that it had used ECFiber staff for the benefit of its other customers and for its own pecuniary benefit, contrary to the District's direction, without duly reimbursing the District or pro-rating amounts the District pays to GWI VT employees as salary.

308. GWI's conduct constitutes a deceptive act in commerce in that GWI's acts took place in the context of operating the network, a service which is in GWI's ordinary course of business and services for which it holds itself out to the public.

#### **REQUEST FOR RELIEF**

The District respectfully requests that the Court:

- A. Award the District compensatory damages;
- B. Award the District punitive damages;
- C. Award the District exemplary damages;
- D. Declare that the Transition Policy is valid and enforceable and order GWI to comply with the Transition Policy;

- E. Declare that all tangible and intangible property related to the District's network is property of the District and order GWI to turnover all District property;
- F. Order an injunction commanding GWI to comply with the Transition Policy;
- G. Award the District its attorney's fees, costs, expenses, and interest;
- H. Deny GWI all relief requested in the Amended Complaint; and,
- I. Grant such other and further relief as the Court may deem just and proper.

**JURY DEMAND**

The District demands a jury trial on all issues so triable.

Dated: June 13, 2025

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*Attorneys for the East Central Vermont  
Telecommunications District*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF VERMONT**

BIDDEFORD INTERNET CORPORATION )  
D/B/A GREAT WORKS INTERNET and )  
GWI VERMONT, LLC, )

Docket No. 25-cv-354

Plaintiffs, )

F. X. FLINN and EAST CENTRAL )  
VERMONT TELECOMMUNICATIONS )  
DISTRICT )

Defendants. )

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F. X. FLINN and EAST CENTRAL )  
VERMONT TELECOMMUNICATIONS )  
DISTRICT )

Counterclaim-Plaintiffs, )

BIDDEFORD INTERNET CORPORATION )  
D/B/A GREAT WORKS INTERNET )  
and GWI VERMONT, LLC, )

Counterclaim-Defendants. )

**LIST OF EXHIBITS TO**  
**EAST CENRAL VERMONT TELECOMMUNICATIONS DISTRICT'S**  
**ANSWER AND COUNTERCLAIMS**

**EXHIBIT**

**DOCUMENT**

- |          |   |
|----------|---|
| <b>A</b> | <b>Operating Agreement</b>                        |
| <b>B</b> | <b>Assignment and Assumption Agreement</b>        |
| <b>C</b> | <b>2/12/15 Ryan Long Letter to Kerem Durdag</b>   |
| <b>D</b> | <b>2/14/25 Evan O'Brien Letter to Ryan Long</b>   |
| <b>E</b> | <b>2/18/25 Evan O'Brien Letter to Ryan Long</b>   |
| <b>F</b> | <b>2/19/25 Ryan Long Letter to Evan O'Brien</b>   |
| <b>G</b> | <b>4/16/25 ECVTD Letter to GWI</b>                |
| <b>H</b> | <b>4/17/25 Harvey Wolkoff Letter to Evan Foxx</b> |

<b>I</b>	<b>5/6/25 ECVTD Notification to GWI</b>
<b>J</b>	<b>5/9/25 Harvey Wolkoff Letter to Ryan Long</b>
<b>K</b>	<b>Transition Policy [as Approved 5.13.25]</b>
<b>L</b>	<b>5/14/25 Ryan Long Letter to Harvey Wolkoff</b>
<b>M</b>	<b>5/16/25 Harvey Wolkoff Letter to Ryan Long</b>
<b>N</b>	<b>5/28/25 Ryan Long Letter to Harvey Wolkoff</b>
<b>O</b>	<b>6/3/25 Harvey Wolkoff Letter to Ryan Long</b>

# EXHIBIT A



**FINAL**

**OPERATING AGREEMENT**

THIS OPERATING AGREEMENT ("Agreement"), entered into and executed as of the <sup>22<sup>d</sup></sup> day of February, 2016, by and between EAST CENTRAL VERMONT TELECOMMUNICATIONS DISTRICT, a municipal corporation and a political subdivision of the State of Vermont ("District"), and VALLEYNET, INC. ("ValleyNet") a non-profit corporation organized and existing under the laws of the State of Vermont.

IN CONSIDERATION OF ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION, payment, receipt and sufficiency of which is hereby mutually acknowledged, and in consideration of the several representations, undertakings and inducements set forth herein, District hereby engages ValleyNet to design, construct and operate one or more communications plants (the "Project") for the delivery of District's broadband communications services to commercial, residential, governmental and educational subscribers with the State of Vermont, all under the following terms and conditions:

- (1) The parties acknowledge that the benefits of this Agreement shall devolve upon District and its member municipalities, and shall be disposed of by the District pursuant to the enactments under which it is established. The parties further acknowledge that the District, acting through its Governing Board as the legislative body of a municipal corporation, is responsible for establishing and articulating policies to be acted upon and implemented by ValleyNet under this Agreement
- (2) The initial term of this Agreement shall be ten (10) years, commencing at midnight on the 1<sup>st</sup> day of January, 2016, and expiring at midnight on the 31<sup>st</sup> day of December, 2025, unless sooner terminated as provided herein. This Agreement shall automatically renew itself for additional and successive terms of ten (10) years each, unless notice of non-renewal shall be furnished by one party to the other, in writing, at least one hundred and eighty (180) days prior to the original or successive termination date.
- (3) Notwithstanding the provisions of Section (2), this Agreement may be terminated by the non-defaulting party in the event one or more of the following Events of Default occurs and shall remain uncorrected for a period of ninety (90) days from the date upon which notice of such Event of Default shall have been given in writing by the non-defaulting party to the other:
  - (a) The filing of a petition of bankruptcy by or against ValleyNet;
  - (b) The attachment or sequestration of all or substantially all of the assets of ValleyNet or of District;

- (c) The cancellation or revocation of any license, permit or approval granted by any cognizant governmental authority which materially impairs ValleyNet's ability to operate the Project contemplated under this Agreement;
  - (d) The insufficiency of the communications plant financing proceeds and all revenue of the District's broadband communications service to meet the obligations and current expenses of District;
  - (e) A determination by the District Governing Board that ValleyNet has engaged in gross negligence or malfeasance;
  - (f) The failure of ValleyNet to remain in good standing under the laws of the State of Vermont;
  - (g) The dissolution or liquidation of ValleyNet or District;
  - (h) A default of any provision of this Agreement.
- (4) Notwithstanding the provisions of Sections (2) and (3) of this Agreement, and provided no uncured Event of Default exists, either party may terminate this Agreement upon at least six (6) months advance written notice, and upon the delivery of mutual releases with respect to all matters hereunder, including the rights of third parties.
- (5) Notwithstanding the provisions of Sections (2), (3) and (4), termination of this Agreement shall not affect the rights of any person who is a party to any third-party contract relating to the construction, operation, management or financing of any material component of the Project, or who possesses a security interest in any property dedicated to the communications plant or District broadband communications services.
- (6) ValleyNet will, on behalf and for the benefit of District, implement fully the design, construction, operation and management of the Project and broadband communications services systems as may be approved from time to time by the Governing Board of the District, and any related operating and management agreements as agreed upon in writing by the parties that may be subsequently developed and deemed useful and necessary for the successful operation of such communications plants and the delivery of broadband communications services. At all times ValleyNet shall communicate at least monthly with the District Governing Board and/or the Executive Committee established thereunder as to the operational and financial condition of the Project.
- (7) ValleyNet shall use its commercially reasonable efforts to secure for the benefit and on behalf of the District, such governmental permits, exemptions, licenses, certificates and approvals as may be necessary to design, finance, construct, manage

and operate one or more systems for the delivery of broadband communications service.

- (8) District may engage and appoint a Clerk of the Works to oversee the construction and installation of all work related to each Project contemplated in this Agreement, and to act as a liaison between and among parties involved in communications plant construction.
- (9) District shall open and maintain such accounts, funds and reserves in its name, or with a trustee, as may be necessary or convenient to implement in this Agreement and the financing of any improvement made hereunder. In no event shall funds of the District be commingled with funds of ValleyNet or any other person.
- (10) ValleyNet and District shall comply with the General Operating Policies and Protocol ("Operating Protocol"), which is attached hereto as Exhibit A and has been designed to ensure clear and continuous communications among the parties and related third parties. This Operating Protocol may be modified from time to time by mutual written consent of District and ValleyNet.
- (11) Each third-party contract greater than \$50,000 in any one year shall be negotiated by ValleyNet and approved by District as provided in the Operating Protocol. ValleyNet shall engage and employ all personnel, suppliers, professionals and contractors (except a Clerk of the Works), and shall purchase or cause to be purchased in the name of District all equipment and materials necessary to implement the construction and operation of the Project.
- (12) ValleyNet shall establish and maintain accounting records in accordance with generally accepted accounting principles for all development, construction and operational matters related to those broadband, communications services systems and communications plants hereunder, which accounts shall detail the costs of implementing this Agreement. At District's expense, such records may be audited by a qualified accounting firm on an annual basis or as determined by the Governing Board, and shall be made available to District within ninety (90) days of completion.
- (13) Neither party may assign its interest hereunder without the advance written consent of the other party. Nevertheless, the District may grant a security interest in this Agreement to any entity in connection with the financing of any part of a communications plant constructed or operated hereunder.
- (14) Notice hereunder shall be deemed sufficient if in writing and deposited for delivery, first class postage prepaid, with the United States Postal Service, addressed as follows:
  - (a) to EAST CENTRAL VERMONT TELECOMMUNICATIONS DISTRICT  
415 Waterman Road  
South. Royalton, VT 05068



(b) to VALLEYNET, INC.  
415 Waterman Road  
South Royalton, VT 05068

- (15) This Agreement, including Exhibit A, which is an integral part hereof, embodies the complete understanding of the parties relating to the subject matter hereof, and may be modified and amended only by an instrument executed by both parties, with the concurrence of any person possessing a security interest in this Agreement, or in any communications plan constructed and operated hereunder.
- (16) If any part of this Agreement shall be found invalid or unenforceable, the balance thereof shall not be affected thereby.
- (17) This Agreement shall not be construed, implemented or interpreted so as to create a relationship of agency, employment, partnership, joint venture, guaranty or indemnification between the parties or with respect to any person claiming a benefit hereunder, or holding a security interest herein. District acknowledges and agrees that ValleyNet is acting solely pursuant to an independent contractual relationship with District, and not as a fiduciary to District, or any other person.
- (18) Each third-party contract entered into by ValleyNet hereunder for the benefit of District shall provide that all parties thereto shall at all times remain qualified to do business in the State of Vermont or otherwise render themselves amenable to service of process in Vermont and to the jurisdiction of Vermont courts, and, upon request of District or ValleyNet, furnish evidence of payment of all taxes imposed by any local, federal or State authority. Failure to comply with this requirement shall constitute grounds for unilateral termination of such contract.
- (19) Upon written request by District, ValleyNet shall transfer and set over to District all of its rights, title, claim and interest in the communications plants currently existing or subsequently constructed hereunder, together with all contract rights, warranties and benefits related thereto.
- (20) (a) District shall pay all costs of constructing, operating and managing the Project and broadband communications services as detailed by invoices submitted by ValleyNet pursuant to the General Operating Policies and Protocol.
- (b) ValleyNet shall receive upon invoice to District its actual and direct expenses incurred in furnishing the broadband communications services and support contemplated herein.
- (c) ValleyNet shall receive from District compensation in an amount equal to \$10.00 per service subscriber per year, to be paid semi-annually, to the extent sufficient funds remain after payment of debt service on District's obligations.

- (d) Under no circumstances shall any compensation paid to ValleyNet be computed on the basis of profit or revenue received, accrued or accruing under a District broadband communications service.
- (e) ValleyNet shall be solely responsible for hiring, compensating, supervising, disciplining and discharging its employees, and shall be responsible for the payment of all governmental taxes, charges and assessments relating to its employees. The District shall not dictate or establish workplace standards and practices, scheduling, staffing or employee licensing or qualification. No ValleyNet employee shall report to or be under the supervision of any District official at any time, nor shall any District employee evaluate the performance or conduct of any ValleyNet person engaged by ValleyNet.
- (f) ValleyNet shall procure and maintain, or cause to be procured and maintained, adequate workers compensation insurance on its employees and the employees of its subcontractors, as well as comprehensive general liability, motor vehicle and casualty coverage for itself and its subcontractors, and shall furnish District with certificates of such coverage for the next ensuing year or, in the case of subcontractors, for the duration of the subcontractor's engagement.
- (21) The parties acknowledge that the exclusive source of payment to ValleyNet or to any party to any third-party Project contract contemplated herein shall be the revenues and resources of District broadband communications services, which payments shall be made against invoices submitted and accepted by the District.
- (22) Except as provided herein, neither party shall be liable to the other party for any special, incidental, or consequential damages, including, but not limited to, lost profits.
- (23) Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations or orders superimposed after the fact, fire, communication line failures, power failures, earthquakes or other disasters.
- (24) To the extent permitted by law, and only to the extent permitted by law, each party shall indemnify, defend and hold harmless the other, its officers, directors, agents, employees, successors and assigns from and against any and all loss, claims, assessments, fines, damages or expenses (including reasonable attorney fees and costs) arising out of or resulting from any claims by other third parties in connection with the indemnifying party's performance pursuant to this Agreement. The party seeking indemnification shall notify the other party of any such claim, action or proceeding, and the other party shall promptly undertake the defense thereof. The party seeking indemnification may, at its election and at its sole cost, participate in the defense thereof.

(25) The parties agree to use their best efforts to resolve any dispute, controversy or claim hereunder in the first instance through the offices of the Clerk of the Works, and thereafter through negotiation and mediation.

(26) This Agreement supersedes and replaces all prior agreements between the parties and their predecessors in interest related to the subject matter contained herein.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their respective duly authorized officers.

EAST CENTRAL VERMONT  
TELECOMMUNICATIONS DISTRICT

By:   
Governing Board Chair

VALLEYNET, INC.

By:   
Chief Executive Officer

Exhibit A**General Operating Policies and Protocol**

The following are the General Operating Policies and Protocol which have been designed to ensure clear and continuous communications and accountability between ValleyNet, Inc. ("ValleyNet") and East Central Vermont Telecommunications District ("District") with respect to designing, financing, constructing, operating and managing the District's communications plants and broadband communications services, (herein the "Project's"), as further described in the Operating Agreement between the parties to which this Exhibit is attached.

The operating policies and protocols articulated herein are intended to conform to and supplement the enactments and agreements establishing the District and its delivery of communications services under the auspices of ValleyNet. Such policies will be established and modified from time to time by the District's Governing Board.

**I. General Principles**

1. The Project network (the "Network") comprising existing, and subsequently constructed elements, shall be universal, open-access and financially self-sustaining.
2. The Network shall offer, within operational limits, 'net-neutral' internet access (i.e. not linked to any specific browser, not filtered or blocked).
3. The Network shall operate on a "level playing field" with incumbent carriers.
4. The Network's operations shall be delegated, with mutual consultation, according to the terms of the Operating Agreement to ValleyNet, including, Rollout, Connection, Pricing, and Marketing. Day-to-day management responsibilities such as, but not limited to, Personnel Issues and Customer Service are directly delegated to ValleyNet.
  - Initial Rollout and Connection will be prioritized as follows:
    - a. Pre-registration percentages of member communities;
    - b. Technical factors;
    - c. Economics.
  - Subscriber responses, including complaints not adequately addressed by ValleyNet, shall be reviewed at least monthly by the District Governing Board or a committee(s) thereof.
5. The Network's connection fees shall be standardized for all new subscribers, with the following exceptions:
  - Sales Promotions;
  - Subscriber connections exceeding standard 400 foot aerial drops;
  - Such other circumstances as exigencies may require –but only with the consent of the District Governing Board

**II. General Roles regarding the Project**

**A. District**

- a. Formulate and articulate general governance policies
- b. Oversee District accounts
- c. Monitor ValleyNet performance
- d. Due diligence and approval regarding budgets, major contracts and agreements
- e. Interface with investors
- f. Sign contracts above a stipulated amount; delegates to ValleyNet the right to sign contracts below a stipulated amount as established herein
- g. Develop and implement plans of finance

**B. ValleyNet**

- a. Execute and complete the Network Project including designing, building all associated Network assets and operating them as an ongoing business
- b. Acknowledge and comply with District policies
- c. Manage Network operations
- d. Report regularly on Network Project progress and operations
- e. Promptly inform District of changes or difficulties
- f. Cooperate with a Clerk of the Works selected and engaged by the District

**III. Operational Details**

**A. Management of Funds:**

- a. All Network revenues shall be deposited upon receipt in District accounts as directed by the District Treasurer in conformance with all applicable covenants and agreements.
- b. All funds received by the District, from whatever source, shall be managed and disbursed by or under the direction of the District Treasurer, to whom ValleyNet shall submit invoices for approval by the District Treasurer, Governing Board or Executive Committee under internal protocols established by the Governing Board. Items specified and identified in an approved operating budget and/or capital budget, as provided below, shall be deemed to have been pre-approved.

**B. District will appoint a Treasurer. The Treasurer shall report to the Governing Board of District and shall be responsible for the oversight of all bank accounts, including accounts and funds held by a trustee in connection with Network Project financing.**

**C. Project Governance**

- a. District's Governing Board will meet at least quarterly or as needed and shall exercise the powers and duties enumerated above.
  - i. At all meetings of the District Governing Board, ValleyNet will report on the operational, financial and construction status of the Network Project.



- ii. The District Governing Board will appoint one or more of their number to be the liaison to ValleyNet, and another as alternate, in order to facilitate communications between scheduled District Governing Board meetings.
  - iii. District Governing Board may choose to appoint an independent Clerk of the Works, or upon mutual approval, rely on ValleyNet personnel, to verify contractors' project performance during Project construction periods.
- b. District Governing Board shall develop, approve and promulgate general policies relating to Network operations and convey these to ValleyNet. ValleyNet shall prepare and submit to the District a budget for Network and subscriber operations and support. Should ValleyNet determine that the implementation of any such policy would be financially or operationally detrimental to the project, it shall so inform the District Governing Board, with a brief explanation, and shall either propose an alternative to the policy, or request that the Governing Board reconsider the policy, or resolve the matter as provided in Section (25) of the Operating Agreement.
- c. Contracts
  - i. District will delegate to ValleyNet the authority to sign third-party contracts on behalf of District, from \$50,000 to \$100,000 with prior approval of the Chair and the District Treasurer.
  - ii. Contracts less than \$50,000 within any one year, consistent with approved budgets and business plans, may be signed by ValleyNet without prior approval, pursuant to formal District authorization.
  - iii. Contracts and a series of contracts with the same third-party in a six-month period in excess of \$100,000 must be approved in advance by the District Governing Board or its designated committee(s).
  - iv. ValleyNet will apprise the District Treasurer in anticipation of all contracts requiring prior approval.
- d. Business Plan and Budgets
  - i. ValleyNet shall submit for approval by the District Governing Board a business plan semi-annually or annually, projecting market conditions and changes, operating expenses, capital expenditures and revenues.
  - ii. The District Governing Board shall approve semi-annually or annually a detailed operating budget consistent with the business plan.
  - iii. ValleyNet shall make quarterly budget variance reports to District Governing Board.
- e. Personnel
  - i. All personnel involved in direct execution of the Project, with the exception of the District Treasurer and the Clerk of the Works, will be employees or contractors under the supervision of ValleyNet, which will

be solely responsible for all hiring, discipline, firing, payment, benefits and all other matters related to human resources.

**f. Continuing Disclosure**

- i. ValleyNet shall implement policies and procedures to enable District to meet its financing undertakings with respect to continuing disclosure and post-issuance compliance under federal law.**

9. Governing Law. The Agreement shall be governed by the laws of the State of Vermont without regard to the conflict of law provisions. Jurisdiction shall be in courts located in the State of Vermont.

10. Counterparts. This Assignment Agreement may be executed in identical counterparts each of which shall constitute an original and all of which shall constitute one and the same Assignment Agreements.

IN WITNESS WHEREOF, the parties have hereunder caused this instrument to be executed by their duly authorized representatives, all as of the date first written above.

ValleyNet, Inc.

By: Carole D Monroe

Name: Carole D Monroe

Title: Chair, ValleyNet Board

Date: \_\_\_\_\_

Biddeford Internet Corporation d/b/a  
Great Works Internet

By: Kerem Durdag

Name: Kerem Durdag

Title: President and COO

Date: Dec 28, 2022

### ECFiber Consent

Pursuant to paragraph 13 of the ECFiber Contract, ECFiber hereby consents to ValleyNet's assignment of the Operating Agreement dated February 22, 2016, between ECFiber and ValleyNet (which is referred to herein as the ECFiber Contract) from ValleyNet to GWI, all as further specified herein and executes this Assignment Agreement for the limited purposes set forth in paragraph 8.

East Central Vermont Telecommunications District

By: F. X. Flinn

Name: F. X. Flinn

Title: Chair, Governing Board

Date: 12/28/2022

Exhibit B

**Protocol for the ValleyNet/GWI Support Services and Collaboration Agreement, dated May 19, 2022 (the “SSA”)**

The following is one in a series of General Operating Policies and Protocols designed to ensure clear and continuous communications between ValleyNet, Inc. (“ValleyNet”) and East Central Vermont Telecommunications District (“District”) with respect to the design, financing, construction, operation and management of District communications plants and broadband communications services, (herein the “Project”), as further described in the Operating Agreement between the parties to which this Exhibit is attached. This policy and protocol is in addition to, and intended to complement, the General Operating Policies and Protocol previously incorporated into the Operating Agreement between the parties.

The operating policy and protocol articulated herein is intended to conform to and supplement the enactments and agreements establishing the District and its delivery of communications services under the auspices of ValleyNet. Such policies will be established and modified from time to time by the District’s Governing Board.

1. This Protocol seeks to ensure the highest level of communication between the Parties with respect to the execution of the ValleyNet/GWI Support Services and Collaboration Agreement (SSA) dated May 19, 2022.
2. The SSA shall not be construed to constrain the District's ability to communicate directly with GWI. Possible areas of discussion may include matters outside of the scope of the SSA, emergency situations or contractual negotiations for services to be provided directly to the District.

3. Section 2

- a. In the event of an issuance by ValleyNet under Section 2, notice to the District shall be made at least 48 hours prior to delivery to GWI.
- b. If ValleyNet receives notice of termination from GWI ValleyNet shall provide notice to the District within 48 hours of receipt.

4. Section 5

- a. Disputes that trigger Section 5 notice requirements will be of significant interest to the District. Should a Section 5 dispute arise, ValleyNet shall provide notice to the District Governing Board within 5 days of a respective notification.

5. Section 6.3 Insurance

- a. ValleyNet will seek to include fidelity bonding among the insurance coverages to be obtained by GWI.
- b. ValleyNet will insure that the East Central Vermont Telecommunications District is included in the list of additional insureds to be named.
- c. ValleyNet shall furnish the District copies of the certificates of insurance issued pursuant to the provisions of the SSA.
- d. ValleyNet shall notify the District immediately upon receipt of any notice of termination or material change of coverage issued by any insurance underwriter under the terms of the SSA.

- e. In the case of GWI's subcontractors performing services on behalf of the District, ValleyNet shall provide to the District copies of the respective certificates or proof of insurance documentation prior to the commencement of work.

6. Section 6.8 Assignment

- a. ValleyNet shall provide written notice to the District at least 7 days prior to providing written consent to GWI of any assignment or transfer of its rights or obligations under the SSA.
7. For purposes of this policy and protocol all notices to the District shall be to the Governing Board Chair and the Executive Committee.

Adopted by the ECVTD Governing Board May 10, 2022

A handwritten signature in cursive script, appearing to read "Jeff Brand", is written over a horizontal line.

Jeff Brand, Secretary

# Construction Reporting Protocol

## Exhibit C

The following is one in a series of General Operating Policies and Protocols designed to ensure clear and continuous communications between East Central Vermont Telecommunications District (“District”) and its Operator as described in the Operating Agreement between parties to which this Exhibit is attached.

The operating policy and protocol articulated herein is intended to conform to and supplement the enactments and agreements establishing the District and its delivery of communications services under the auspices of the Operator. Such policies will be established and modified from time to time by the District’s Governing Board.

1. The District seeks to better understand the status and progression of construction in its member towns, enabling delegates to provide updates to their Selectboards and town residents. In order to do this effectively the board requires access to concise, data-driven reporting.
2. Effective Q2 2023, the Operator shall develop and provide reports to the ECFiber Governing Board that include the data about network design, pole collection, licensing, permitting, physical construction, and other relevant tasks, segmented by Town. Datapoints shall include projected dates, mileage, deliveries, and more as deemed reasonable and relevant.
3. Reports will be delivered monthly and all effort shall be made to provide a fresh report prior to the meeting of the Construction and Expansion Committee and Governing Board.
4. Progress reports shall include the current status of key aspects of the construction process including, but not limited to, hub planning and construction, pole licensing and make ready, network design and build, and permits.
5. The Construction and Expansion Committee will regularly review the reports and advise the Operator of new reporting requirements. A recommended report layout has been included as Appendix A.



# ECFiber Proposed Reporting Protocol

Version 0.2 – 8/11/2022 – Edward Childs

## Motivation

ECFiber Governing Board Members are appointed by the Selectboard of the towns they represent and are obligated to provide answers to inquiries from town residents about the progress of the network build. The most commonly asked question is “when will I get my EC Fiber connection?”

Current reporting from Valley Net consists of overall build data throughout all member towns plus specific information about various milestones and issues encountered during the previous month.

Such reporting is useful, but provides little information towards the question of “When can I be connected?”

## Overall Reporting Goals

To provide timely updates (ideally, by the Wed. after the 4<sup>th</sup> Monday of the month) to town residents, ECFiber Board Members require the following broad categories of information:

1. Planned completion dates for builds by town.
2. Monthly snapshots of progress for each town which shows current percent complete. The snapshot should provide an easy comparison between this month’s status and that of the previous month(s).
3. Indication, by town, of where builds are behind schedule, together with explanations of the delay.
4. Indication, by town, of where builds are complete.

## 1. Planned Completion

During previous discussions of reporting, the question “what does complete mean?” has come up. One definition is “when all planned residences have lit fiber on the poles”. Another is “when all who have requested service have been hooked up”. The distinction has been made partly due to the committee structure, so that the build part is the domain of Construction and Expansion, and the hookup part is the domain of Operations and Marketing.

## 2. Progress

The easiest way to show progress is by reporting overall percent complete. Of course, a reasonable breakdown of each task is required to provide this number, together with assumptions as to what percent each task is worth. Ideally, the progress should be shown as a table of month-by-month data, possibly accompanied by a chart representing the same data.

### 3. Delays

If any town is behind schedule, some explanation should be provided, e.g., network design is delayed in Bradford and West Fairlee due to Topsham Telephone being behind on make-ready.

### 4. Actual Completion

Reporting should indicate completion of tasks and overall completion of each town.

### Example Spreadsheet

A sample spreadsheet showing an example of the desired reporting is provided. The data is invented for a fictitious “Town A”. The numbers may be unrealistic in some cases, and the order of task completion and breakdown may also be improbable. The spreadsheet is only provided as an example of something meeting the four requirements noted above. Valley Net is of course free to reformulate and substitute data and task breakdown which reflect the reality of their operations.

The explanations that follow definitely get down into the weeds but bear in mind that they only serve as an example. The bigger picture is that Valley Net is already tracking raw data on builds and subscribers in some format. The main ask from EC Fiber is that Valley Net organize and present this data to meet the four main reporting goals as stated above.

#### Build Summary Tab

The spreadsheet is made up of multiple tabs. Data from the Poles-Permit, Network and Subscribers tabs are linked to the Summary Tab.

The Summary separates the overall build summary from the overall subscriber connection summary (but this division is optional).

The overall build summary assumes the following main tasks, and further assigns percentages to each (however these can be adjusted as desired):

1. Pole Data Collection – 20%

2. Hub Planning – 5%
3. Pole License – Make Ready – 20%
4. Permits – 10%
5. Network Design – 20%
6. Network Construction – 20%
7. Hub Construction – 5%

The assigned percentages should be roughly proportional to the level of effort and importance of the task (and of course they should sum to 100% for each town).

The summary data for Town A is shown both in tabular and graphical form in Fig. 1.

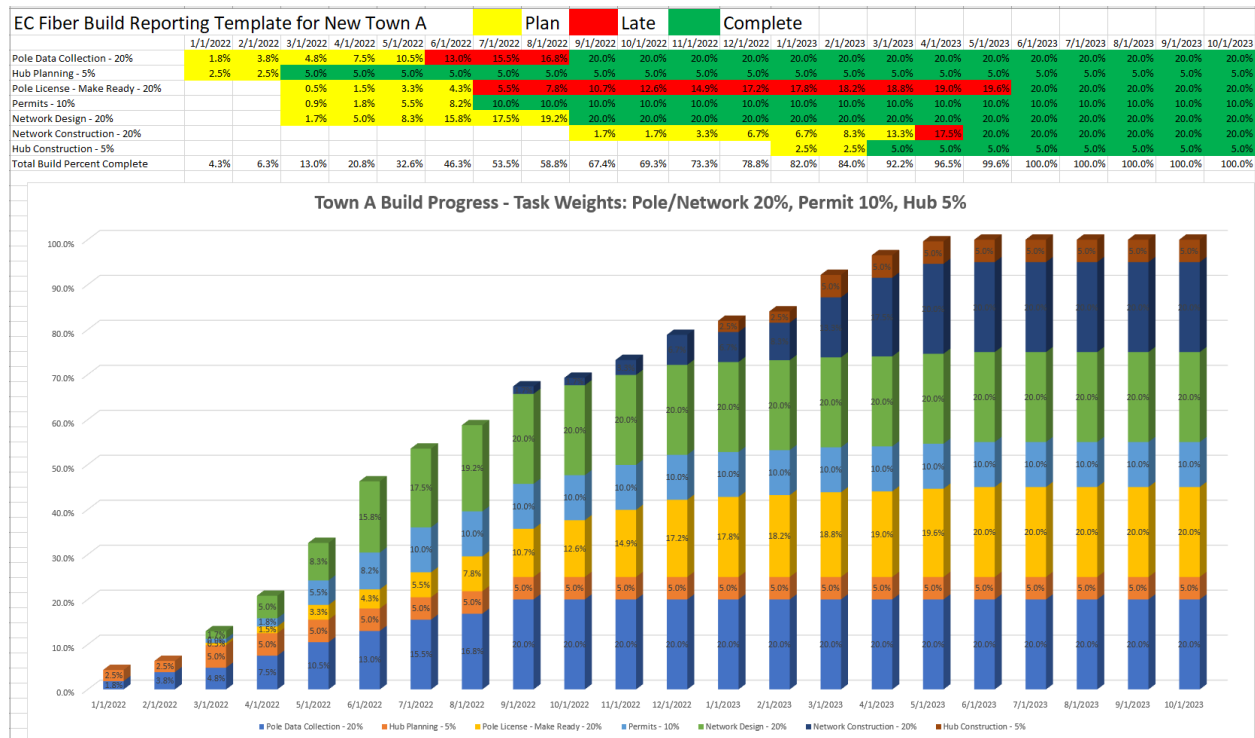


Fig. 1 – Summary Data for Town A

The data in this fictional report is shown as at Oct. 1, 2023, by which time the build for Town A has been completed. The percentage values in each cell are actual numbers, as calculated from data in the Poles-Permits and Network tabs. The yellow highlighted cells show the plan for the build. In this case, Pole Data Collection was supposed to be complete by 5/1/22, Pole Licensing and Make Ready by 6/1/22, Network Design by 8/1/22, Hub Construction by 2/1/2023. The yellow plan highlighting is to be done at the beginning of the project. So, in this case if we were looking at a report as at 1/1/22, we would see percentage numbers only in the 1/1/22 column, but we would see the yellow highlighting going out to 3/1/23.

Red highlighting indicates that a task is behind plan. For example, Pole Data Collection did not actually complete until 9/1/22, so that for the months 6-8/22, the task was behind. When the task is complete, the percent complete in the cell is equal to the overall percent assigned to the task, and the cell is

colored green. Thus, from 6/1/23 onward, the build is shown as complete, all cells are green, and the percent complete in the cell is unchanged.

The bar chart below the table shows the same data in a bar chart format, and provides another view of the overall progress.

#### Poles – Permit Data

An explanation of the calculations in the cells of the summary data will now be provided, starting with the Pole-Permits Data. In fictional Town A, there are 120 poles, and 11 permits to be obtained (e.g., for crossing rail lines). As at 1/1/22, the data for 11 poles has been collected (see Fig. 2), and since there are a total of 120 poles, the Pole Data Collection task percent complete is calculated as  $(11/120)/5 = 0.01833$  which rounds to 1.8% (see Fig. 1). Division by 5 is required since in the Summary, Pole Data Collection is assigned to be 20% of the total build.

Pole Data for New Town A					Pole Count: 120				Permits Required: 11			
	1/1/2022	2/1/2022	3/1/2022	4/1/2022	5/1/2022	6/1/2022	7/1/2022	8/1/2022	9/1/2022	10/1/2022	11/1/2022	12/1/2022
Total Poles Collected	11	23	29	45	63	78	93	101	120	120	120	120
Total Pole Applications Completed	0	0	13	23	39	48	56	65	83	99	120	120
Total Poles Reviewed with Utility	0	0	0	13	29	33	44	56	71	82	99	111
Total Poles Made Ready	0	0	0	0	11	21	33	44	68	79	82	93
Total Poles Licensed	0	0	0	0	0	0	0	21	35	43	57	88
Running Pole Completeness Score	0	0	13	36	79	102	133	186	257	303	358	412
Total Permits Obtained	0	0	1	2	6	9	11	11	11	11	11	11

Fig. 2 Calculation of Pole Data Collection Percent Complete for 1/1/2022

In the case of the Pole License – Make Ready task, there are 4 sub-tasks (see Fig. 2):

1. Pole application
2. Pole review with utility
3. Pole make-ready
4. Pole licensing

Numbers from these sub-tasks are summed to calculate the Running Pole Completeness Score (see Fig. 2). For example, this score as at 3/1/22 is  $0 + 0 + 0 + 13 = 13$  (Fig. 2). From this score, the Pole License – Make Ready task percent complete is calculated as  $((13/4)/120)/5 = 0.00542$  which rounds to 0.5% (see Fig. 1). Division by 4 assumes that each sub-task is given equal weighting, and division by 5, again, comes from the assumption that the Pole License – Make Ready task is assigned to be 20% of the total build.

Note that these calculations and assumptions are provided only as examples. The philosophy behind this arrangement is that Valley Net could simply take raw data on build progress (like what is displayed in the Poles-Permits and Network tabs of the spreadsheet) and from that calculate percent complete data for the summary. Thus, the spreadsheet format need only one initial design, so that the month-by-month task is only to link new data to the summary.

#### Network

Calculations of percent complete for the Network tasks (Network Design, Network Construction, Hub Construction) are similar. In the case of fictional Town A, the total network miles are 1200, there are two FSA's and two Hubs to be constructed. (It is realized that the mileage number is a bit outlandish, again, it is only an example).

Network Data for New Town A					Total Network Miles: 1200					FSA1 Miles: 450					FSA2 Miles: 750					Hubs: 2	
	1/1/2022	2/1/2022	3/1/2022	4/1/2022	5/1/2022	6/1/2022	7/1/2022	8/1/2022	9/1/2022	10/1/2022	11/1/2022	12/1/2022	1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023	
Total Miles FSA1 Designed			100	200	300	450	450	450	450	450	450	450	450	450	450	450	450	450	450	450	
Total Miles FSA2 Designed				100	200	500	600	700	750	750	750	750	750	750	750	750	750	750	750	750	
Total Miles FSA1 Built									100	100	100	100	100	200	400	450	450	450	450	450	
Total Miles FSA2 Built											100	300	300	300	400	600	750	750	750	750	
Total Hubs Designed	1	1	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	2	
Total Hubs Built													1	1	2	2	2	2	2	2	
Total Miles Designed			100	300	500	950	1050	1150	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200	1200	
Total Miles Built									100	100	200	400	400	500	800	1050	1200	1200	1200	1200	

Fig. 3 Network Data

### Subscriber Connection Summary

Subscriber connection progress is calculated in a similar way but considers the reality that new subscribers will be showing up each month, as well as total market penetration. Operations and Marketing may want to comment on/tweak the report as presented here.

This summary assumes that there four tasks towards the overall goal of getting every household in the town subscribed and connected to EC Fiber, each with equal weighting (25%) see Fig. 4:

1. Market Penetration (getting a household signed up as a pre-subscriber).
2. Surveying the premises.
3. Drop to the house.
4. Connection/Installation

EC Fiber Subscriber Connection Reporting Template for New Town A																				
	1/1/2022	2/1/2022	3/1/2022	4/1/2022	5/1/2022	6/1/2022	7/1/2022	8/1/2022	9/1/2022	10/1/2022	11/1/2022	12/1/2022	1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023
Subscribers Surveyed	1.3%	4.0%	8.3%	10.1%	9.3%	11.0%	10.1%	14.2%	16.8%	17.9%	17.6%	17.6%	16.0%	16.1%	16.3%	16.4%	14.3%	14.8%	14.9%	15.7%
Subscribers with Drops																2.5%	5.5%	6.3%	6.8%	7.1%
Subscribers Connected																1.1%	3.0%	3.7%	4.1%	4.4%
Market Penetration	0.6%	1.0%	1.2%	1.5%	1.9%	2.1%	2.5%	2.6%	2.8%	3.0%	3.2%	3.3%	3.8%	3.9%	4.1%	4.1%	5.0%	5.3%	5.6%	5.9%
Total Connection Percent Complete	1.9%	5.0%	9.6%	11.6%	11.2%	13.1%	12.6%	16.8%	19.5%	20.9%	20.8%	20.9%	19.7%	19.9%	20.3%	24.2%	27.8%	30.1%	31.5%	33.1%

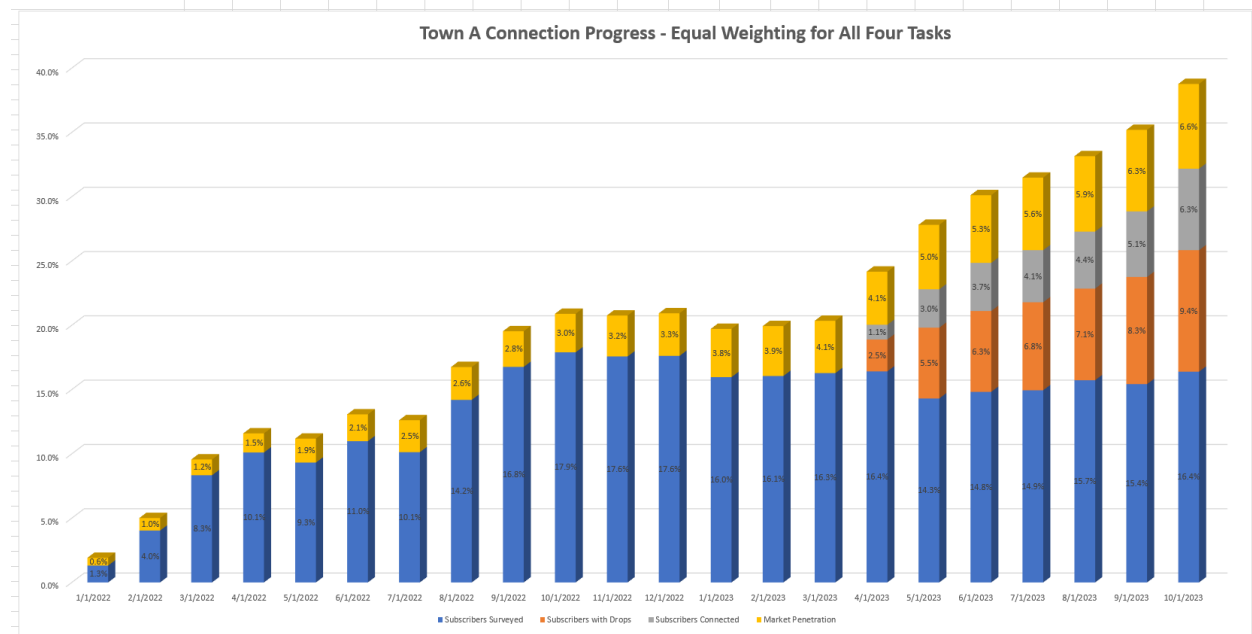


Fig. 4 Subscriber Summary

This summary assumes 100% completion of the overall task only when all households are subscribed and connected.

## Subscriber Data

In fictional Town A, there are 793 households, see Fig. 5.

Subscriber Data for New Town A						Number of Households:		793														
	1/1/2022	2/1/2022	3/1/2022	4/1/2022	5/1/2022	6/1/2022	7/1/2022	8/1/2022	9/1/2022	10/1/2022	11/1/2022	12/1/2022	1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023	9/1/2023	10/1/2023
Total Pre-subscribers	19	31	39	47	59	66	79	81	88	95	101	105	119	123	129	131	159	167	179	186	201	209
Total Surveys Completed	1	5	13	19	22	29	32	46	59	68	71	74	76	79	84	86	91	99	107	117	124	137
Total Surveys Needed	18	26	26	28	37	37	47	35	29	27	30	31	43	44	45	45	68	68	72	69	77	72
Total Residences Ready for Drops																15	41	61	71	85	91	101
Total Residences with Completed Drops																13	35	42	49	53	67	79
Total Residences Ready for Installation																13	35	42	49	53	67	79
Total Active Subscribers																6	19	25	29	33	41	53

Fig. 5 Subscriber Data for Town A

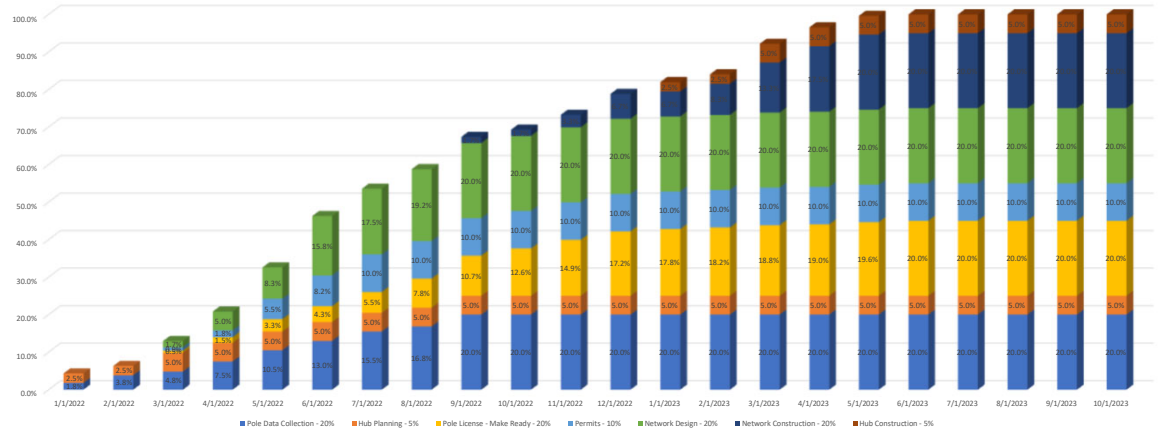
As at 10/1/23, there are 209 households pre-subscribed, thus, a market penetration of  $209/793 = 0.26356$ , which rounds to 26.4%. Of these 209 pre-subscribers, 137 have been surveyed (65.6%), 79 have drops (37.8%) and 53 have been connected (25.4%). With equal weighting, the overall percent complete is  $(26.4 + 65.6 + 37.8 + 25.4)/4 = 38.3\%$ , which corresponds to the total for 10/1/23 (see Fig. 4).

## EC Fiber Build Reporting Template for New Town A

Plan Late Complete

	1/1/2022	2/1/2022	3/1/2022	4/1/2022	5/1/2022	6/1/2022	7/1/2022	8/1/2022	9/1/2022	10/1/2022	11/1/2022	12/1/2022	1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023	9/1/2023	10/1/2023	11/1/2023	12/1/2023
Pole Data Collection - 20%	1.8%	3.8%	4.8%	7.5%	10.5%	13.0%	15.5%	16.8%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
Hill Planning - 5%	2.5%	2.5%		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Burn Plan / Fuel Make Ready - 20%	0.0%	1.3%	3.3%	4.3%	5.5%	7.8%	17.8%	18.3%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
Permits - 10%				0.0%	1.8%	5.5%	8.2%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%	10.0%
Network Design - 20%				1.7%	5.0%	8.3%	15.8%	17.5%	19.2%															
Network Construction - 20%										1.7%	1.7%	3.3%	6.7%	6.7%	8.3%	13.3%	17.5%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%	20.0%
Hill Construction - 5%														2.5%	2.5%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
Total Build Percent Complete	4.3%	6.3%	13.0%	20.8%	32.6%	46.3%	53.5%	58.8%	67.4%	69.3%	73.3%	78.8%	82.0%	84.0%	92.2%	96.5%	99.6%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%

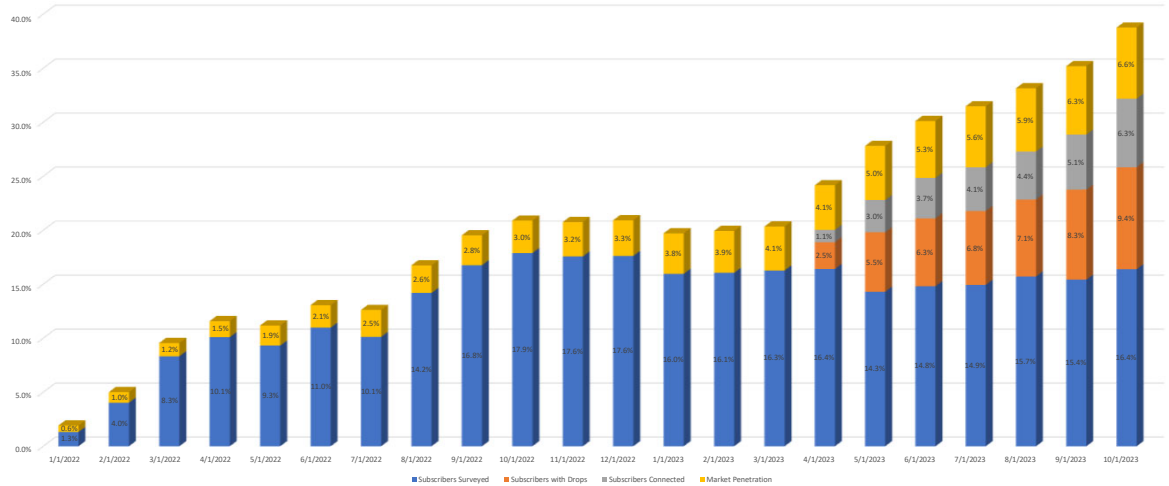
**Town A Build Progress - Task Weights: Pole/Network 20%, Permit 10%, Hub 5%**



## EC Fiber Subscriber Connection Reporting Template for New Town A

	1/1/2022	2/1/2022	3/1/2022	4/1/2022	5/1/2022	6/1/2022	7/1/2022	8/1/2022	9/1/2022	10/1/2022	11/1/2022	12/1/2022	1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023	9/1/2023	10/1/2023	11/1/2023	12/1/2023
Subscribers Surveyed	1.3%	4.0%	8.3%	10.1%	9.3%	11.0%	10.5%	14.2%	16.8%	17.9%	17.6%	17.6%	16.0%	16.1%	16.3%	16.4%	14.3%	14.3%	14.8%	14.9%	15.7%	15.4%	16.4%	
Subscribers with Drops																2.5%	5.5%	6.3%	6.8%	7.1%	8.3%	9.4%		
Subscribers Connected																1.1%	3.0%	3.7%	4.1%	4.4%	5.1%	6.3%		
Market Penetration																	5.1%	5.0%	5.3%	5.6%	5.9%	6.3%	6.6%	
Total Connection Percent Complete	0.9%	5.0%	9.6%	11.6%	11.2%	13.1%	12.6%	16.8%	21.6%	28.0%	30.9%	20.8%	33.9%	19.7%	19.9%	20.3%	24.2%	27.8%	30.1%	31.5%	33.1%	35.2%	38.8%	

### Town A Connection Progress - Equal Weighting for All Four Tasks



## Permits Required: 11

[illegible]



[illegible]

## Subscriber Data for New Town A

Number of Households: 793

	1/1/2022	2/1/2022	3/1/2022	4/1/2022	5/1/2022	6/1/2022	7/1/2022	8/1/2022	9/1/2022	10/1/2022	11/1/2022	12/1/2022	1/1/2023	2/1/2023	3/1/2023	4/1/2023	5/1/2023	6/1/2023	7/1/2023	8/1/2023	9/1/2023	10/1/2023	11/1/2023	12/1/2023
Total Pre-suscribers	19	31	39	47	59	66	79	81	88	95	101	105	119	123	129	131	159	167	179	186	201	209		
Total Surveys Completed	1	5	13	19	22	29	32	46	59	68	71	74	76	79	84	86	91	99	107	117	124	137		
Total Surveys Needed	18	26	26	28	37	37	47	35	29	27	30	31	43	44	45	45	68	68	72	69	77	72		
Total Residences Ready for Drops																15	41	61	71	85	91	101		
Total Residences with Completed Drops																13	35	42	49	53	67	79		
Total Residences Ready for Installation																13	35	42	49	53	67	79		
Total Active Subscribers																6	19	25	29	33	41	53		

## **Exhibit D**

# **Network Gaps and Omissions Protocol**

The following is one in a series of General Operating Policies and Protocols designed to ensure clear and continuous communications between East Central Vermont Telecommunications District (“District”) and its Operator as described in the Operating Agreement between parties to which this Exhibit is attached.

The operating policy and protocol articulated herein is intended to conform to and supplement the enactments and agreements establishing the District and its delivery of communications services under the auspices of the Operator. Such policies will be established and modified from time to time by the District’s Governing Board.

1. The District seeks to have its entire network completed in good order. Experience has shown that design errors, contractor miscommunication, and property owner intransigence have led to situations where sections of finished network — sometimes with installed drops — have been left orphaned and unlit for years.
2. In order to ensure proper documentation and remediation of these omissions, effective immediately, the Operator shall make available, and continue to maintain in real-time, a list of all such locations on the network, including all information used by the operator to identify, understand, and resolve the situation. This would include, but not be limited to, information about existing easement holders, special permitting which may be needed, property owner and property owner representative contact information, and specific timelines for action.
3. The Construction & Expansion Committee will be responsible for reviewing the Operator’s plans for solving the network gap and monitoring progress, for recommending District exercise of eminent domain to the Executive Committee, and for providing guidance to delegates as to what to communicate locally when approached by residents or municipal officials.

### **Construction & Expansion Committee Recommended Protocol concerning Drops**

The following is one in a series of General Operating Policies and Protocols designed to ensure clear and continuous communications between East Central Vermont Telecommunications District (“District”) and its Operator as described in the Operating Agreement between parties to which this Exhibit shall be attached as a protocol.

The operating policy and protocol articulated herein is intended to conform to and supplement the enactments and agreements establishing the District and its delivery of communications services under the auspices of the Operator. Such policies are established and modified from time to time by the District’s Governing Board.

In order to affirm the Operator’s final authority with respect to drop management and to clarify the principle decision points, the committee endorses the protocol presented below regarding aerial vs underground drops.

The committee recognizes that the requirement to dig a trench and install conduit for the fiber is a “showstopper” for many premises owners due to costs, complications, and delays. The potential subscriber often chooses to remain a DSL or cable customer [statistics from Marketing survey here]. This protocol immediately opens a door for some who have otherwise been unable to get connected.

In addition, the operator has agreed to establish a pilot program (50 - 200 installations over a 2 year period) that further relaxes the requirements. The purpose of the program will be to monitor the failure rate and repair costs in such cases. At the conclusion of the trial period, an assessment will be made as to whether the current drops policy can be amended.

## **Exhibit E**

### **Installation of Network Drops**

1. If all utilities are underground, fiber must also be installed underground, and constructed according to specifications available on the web site.
2. If power is buried but phone and/or cable are run aerially to the structure, a drop can be placed aerially under the following conditions:
  - a. The attachment must be to the “Gable” side of the house (see illustrations below) without running under any eaves.
  - b. The attachment must be less than 150 feet from the pole. This is the physical limit of the drop fiber being used.
  - c. Fiber will not be attached to a mast on the eave side of the house.
3. Survey teams will make the final determination of whether the site conditions are sufficient to provide an aerial connection that will withstand the elements without causing damage to fiber, equipment, or the attached structure.

The Operator will maintain per-premises data on drop type, drop installation costs, drop repair incidents, and repair costs.

Beginning June 1, 2023 the Operator will implement a two-year test program consisting of at least 50 but no more than 200 premises where the policy would require underground but the survey team finds conditions suitable for aerial installation. Results of the test program will be used to determine whether or not the policy can be amended to allow for aerial installation so long as the subitems of #2 are met.

## **Acceptable installation site**



## **Unacceptable installation site**



# **EXHIBIT B**

## **ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment Agreement") dated as of the 31 day of December, 2022 (the "Commencement Date"), by and between BIDDEFORD INTERNET CORPORATION, d/b/a GREAT WORKS INTERNET ("GWI"), a Maine corporation, whose principal place of business is at 43 Landry Street, Biddeford, ME 04005 and VALLEYNET, INC. ("ValleyNet"), a Vermont non-profit organization with a principal place of business at 415 Waterman Road, South Royalton, VT 05068. GWI and ValleyNet may also be referred to herein individually as a "Party" or collectively as the "Parties."

WHEREAS, ValleyNet is a Vermont non-profit internet service provider that, among other things, designs and builds fiber optic networks, manages the operations of such networks, provides or manages internet and retail telephone services to end user customers over such networks, and provides certain financial and legal services with respect thereto (collectively, "Operational Services").

WHEREAS, ValleyNet provides such Operational Services to East Central Vermont Telecommunications District ("ECFiber") (a Vermont CUD) pursuant to an operating agreement with ECFiber dated February 22, 2016 (the ECFiber Contract").

WHEREAS, in furtherance of its obligations under the ECFiber Contract, ValleyNet also entered into various third party contracts and agreements which remain in effect as of the date of this Assignment Agreement (the "Ancillary Agreements").

WHEREAS, in conjunction with the assignment of the ECFiber Contract, and as a condition hereto, ValleyNet will assign to ECFiber and ECFiber shall accept and assume from ValleyNet the Ancillary Agreements and all of the ValleyNet's rights and obligations thereunder.

WHEREAS, GWI is an internet service provider that designs, builds and operates broadband internet networks and provides retail and wholesale internet and VOIP telecommunications services in Maine, New Hampshire and Vermont.

WHEREAS, ValleyNet and GWI previously entered into a Support Services and Collaboration Agreement dated as of May 19, 2022, and various scopes of work referenced and incorporated therein pursuant to which GWI agreed to, among other things, assist ValleyNet to meet its contractual obligations under the ECFiber Contract (collectively the "Support Services Agreement").

WHEREAS, in lieu of continuing with the Support Services Agreement, ValleyNet desires to terminate the Support Services Agreement and assign to GWI and GWI desires to assume from ValleyNet the ECFiber Contract and all of ValleyNet's rights and obligation thereunder.

WHEREAS, ECFiber agrees that the assignment of the ECFiber Contract is in the best interest of ECFiber and executes this Assignment Agreement in order to express its written



consent to the assignment and to agree to other specified terms and conditions hereunder in order to facilitate the transactions contemplated hereby;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment by ValleyNet.** As of January 1, 2023 (the "Assignment Date"), ValleyNet hereby indefeasibly assigns, transfers, and conveys to GWI the ECFiber Contract and all of ValleyNet's rights, titles, and interests in all of the obligations, benefits, rights and privileges relating or pertaining thereto.
2. **Assumption by GWI.** Effective upon the Assignment Date, GWI hereby accepts the assignment of all of ValleyNet's rights, titles, and interests in all of the obligations, benefits, rights and privileges relating or pertaining to the ECFiber Contract.
3. **Consideration.** In consideration of the assignment of the ECFiber Contract to GWI, GWI shall pay to ValleyNet the amount of thirty-seven thousand five hundred dollars (\$37,500), payable on or before June 30, 2023, which payment shall be an expense under the ECFiber Contract to which GWI will be reimbursed by ECFiber as a necessary expenditure to facilitate and ensure the smooth continuity of operations and transfer of obligations. By providing consent this Assignment Agreement, ECFiber acknowledges and agrees to make this reimbursement. Additionally, as further consideration for this assignment, GWI agrees to provide ValleyNet, at no charge, general accounting services for the year 2023 in order to facilitate the potential dissolution of ValleyNet. Such services to include financial statement preparation, tax return preparation, and transactions such as general ledger entry, including any necessary cash disbursements and bill paying
4. **Termination of Support Services Agreement.** Effective upon the Assignment Date, the Support Services Agreement shall terminate and shall be of no further force or effect except for (i) provisions provided therein that are expressly designated to survive termination and (ii) any unpaid fees and unreimbursed expenses payable to GWI thereunder which have accrued or been incurred prior to the Assignment Date. Any such continuing obligation of ValleyNet under the Support Services Agreement shall be in addition to any obligations of ValleyNet arising under this Assignment Agreement.
5. **Ancillary Agreements.** ValleyNet shall use commercially reasonable efforts to cause each Ancillary Agreement to be assigned to ECFiber.
6. **Representations and Warranties.** Each party represents and warrants to the other as follows: (i) as of the Assignment Date the party is duly organized, validly existing and in good standing under the laws of the state of its organization, and has full power and authority to conduct the business in which it is now engaged; (ii) the execution, delivery and performance of this Assignment Agreement and the consummation of the transactions and assignments contemplated by this Assignment Agreement have been duly and validly authorized by all requisite actions of the party; (iii) assuming the due execution and delivery of this Agreement by each party and signatory hereto, this Assignment Agreement constitutes the valid and binding

obligation of the party, enforceable against the party in accordance with its terms; (iv) the execution, delivery and performance of this Assignment Agreement by such party and the consummation by the party of the transactions contemplated hereby will not: (a) violate any legal requirement or any order of any court or governmental authority that is binding on the party; (b) result in a breach of or default under any third party contract or other agreement to which the party is a party, or (c) result in a breach of or default under any provision of the organizational documents of the party. In addition, ValleyNet and ECFiber each represent and warrant to GWI that as of the Assignment Date the ECFiber Contract remains in full force and effect and to the best of their respective actual knowledge and belief, without inquiry or investigation, there exists no default, no facts or circumstances exist that, with the passage of time or giving of notice, will or could constitute a default, event of default, or breach on the part of either entity or a claim by such party against GWI as assignee of the ECFiber Contracts hereunder and there are no legal actions or pending proceedings, or to such entity's knowledge, threatened against such entity before any court or governmental authority, an adverse determination of which would materially adversely affect such entity's ability to enter into or perform this Assignment Agreement.

7. Indemnification. ValleyNet shall indemnify and hold GWI harmless from any and all liability, claims, losses, costs, damages and expenses of whatever kind, including but not limited to reasonable attorneys' fees and court costs, arising out of claims under the ECFiber Contract or the Ancillary Agreements that arose out of ValleyNet's actions or inactions that occurred prior to the Assignment Date for such agreements, including without limitation, i) any breach of any representation or warranty made by ValleyNet in this Assignment Agreement, the ECFiber Contract or any Ancillary Agreement, (ii) any breach of any obligation or covenant to be performed by ValleyNet under the ECFiber Contract or any Ancillary Agreement, (iii) liabilities to any third party that are based upon any matter relating to the use, maintenance, operation or construction of the ECFiber Network; and (iv) any tax liabilities owing to any governmental authority and pending or threatened governmental action or audit relating to any accounting or auditing irregularities associated in any way with the ECFiber Contract, except for those claims that are due to or caused by the negligence or willful misconduct of GWI. GWI shall indemnify and hold ValleyNet harmless from any and all liability, claims, losses, costs, damages and expenses of whatever kind, including but not limited to reasonable attorneys' fees and court costs, arising out of claims under the ECFiber Contract that arise on or after the Assignment Date of such agreements, except for those claims that are due to or caused by the negligence or willful misconduct of ValleyNet or any breach of this Assignment Agreement by ValleyNet.

8. Consent and Execution by ECFiber. By execution of this Assignment Agreement, ECFiber hereby consents to the assignment of the ECFiber Contract to GWI, and the transactions contemplated hereby, and to be bound by paragraphs 3 and 6 to the extent such paragraphs are applicable to ECFiber including any actions to be taken by ECFiber in order to facilitate the transactions contemplated hereby. To the extent that ECFiber desires to obtain from GWI services not otherwise specified in the ECFiber Contract, and GWI desires to provide to ECFiber such services, GWI and ECFiber will cooperate to identify any such services within a Thirty (30) period following the Assignment Date, and within such time agree upon the terms and conditions for their provision.

# EXHIBIT C



PRIMER PIPER  
EGGLESTON &  
CRAMER PC

RYAN M. LONG  
ADMITTED IN VT AND NY  
[rlong@primer.com](mailto:rlong@primer.com)  
TEL: 802-864-0880  
FAX: 802-864-0328

30 Main Street, Suite 500 | P.O. Box 1489 | Burlington, VT 05402-1489

February 12, 2024

**BY EMAIL AND FIRST CLASS MAIL**

Kerem Durdag  
Chief Executive Officer  
Biddeford Internet Corp. d/b/a Great Works Internet  
40 Main Street, Suite 13-127  
Biddeford, ME 04005  
[kdurdag@staff.gwi.net](mailto:kdurdag@staff.gwi.net)

**RE: Cease And Desist Elimination And Replacement Of Local Customer Service And Unilateral Reorganization Of ECFiber's Operator, Request For Information, And Notice To Preserve Information.**

---

Dear Mr. Durdag:

This firm represents East Central Vermont Telecommunications District ("ECFiber"). We have been made aware that Biddeford Internet Corp. d/b/a Great Works Internet ("GWI") intends to replace existing local customer service, which has supported ECFiber's customers for many years, with a non-local call-center, and has also determined to reorganize or has already reorganized to eliminate Vermont-specific services and expertise as embodied in a new organization chart (the "Plan"). I am writing now on behalf of ECFiber to direct you to immediately cease and desist and, to the extent the Plan has already been implemented, to immediately reverse course.

GWI's Plan presents a major issue for ECFiber. ECFiber, not GWI, decides how ECFiber's business is structured and GWI is not entitled to unilaterally alter that structure. Pursuant to the February 22, 2016 Operating Agreement, the assignment to GWI, and the related operating protocols (collectively, the "Operating Agreement"), ECFiber is entitled to direct GWI, and GWI operates pursuant to ECFiber's instructions. To be clear, ECFiber is *instructing* GWI to cease and desist from its Plan.

ECFiber and its constituent towns have labored for years to build a local fiber-optic network for local customers, and local customer service and expertise are the cornerstone of what ECFiber has accomplished. Elimination of local customer service and expertise was at no point been presented to or approved by ECFiber and undermines ECFiber's business, its goals, and its fundamental purpose and is simply unacceptable. Furthermore, such a fundamental change not only violates the Operating Agreement, it violates the spirit of the relationship between ECFiber

Biddeford Internet Corp. d/b/a Great Works Internet  
February 12, 2025  
Page 2

and GWI embodied in the Operating Agreement and our common goals. *Carmichael v. Adirondack Bottled Gas Corp. of Vermont*, 161 Vt. 200, 208, 635 A.2d 1211, 1216 (1993) (“[t]he implied covenant of good faith and fair dealing exists to ensure that parties to a contract act with ‘faithfulness to an agreed common purpose and consistency with the justified expectations of the other party.’”) citing *Restatement (Second) of Contracts* § 205 comment a (1981). If GWI pursues the Plan, GWI will be in default of the terms of the Operating Agreement and ECFiber may consider termination in light of GWI’s default. If GWI has already pursued the Plan, then GWI is currently in default and ECFiber directs GWI to reverse course pursuant to the Operating Agreement’s 90-day cure period and return operations to pre-Plan status quo.

While the above is sufficient grounds for GWI to cease and desist from further pursuit of its Plan, GWI should also be aware that should GWI nevertheless pursue the Plan, it may jeopardize the status of ECFiber’s bonds as tax-exempt debt, which will, in turn, jeopardize GWI. The relationship between ECFiber and GWI, where ECFiber structures and controls the network and associated business and GWI implements that plan, is intentionally structured to comply with federal tax laws. Any deviation from this proscribed relationship could have deleterious impacts to ECFiber; a situation that would be the result of GWI’s unilateral and unauthorized actions.

As is clear from the Operating Agreement, the exclusive authority for the network and associated business rests with ECFiber. In short, they are ECFiber’s assets and business and ECFiber, and only ECFiber, will decide how that business is structured. This is reflected in the fact that the Operating Agreement allows ECFiber’s Governing Board to solely “develop, approve and promulgate general policies relating to Network operations.” GWI is simply operating ECFiber’s network and business as ECFiber directs. If GWI proceeds with the Plan, ECFiber will exercise any and all available legal remedies to enjoin GWI from proceeding, and will absolutely consider GWI’s conduct and proposed new structure in any decision to continue to do business with GWI.

Please respond to this letter by no later than Friday, February 14 at 5:00 p.m., and confirm that ECFiber correctly understands GWI’s Plan as described above, and whether GWI intends to implement the Plan. Please also provide any documents or information pertaining to the Plan, including, but not limited to communications concerning reallocation or termination of local customer service personnel or resources and any updated organizational charts.

Finally, GWI is put on notice of potential legal claims against it stemming from the Plan and violations of the Operating Agreement and the implied covenants contained therein. GWI therefore has certain legal obligations to protect documents that may have some bearing on any potential case or claims. From now until further notice, do not destroy any document that may have any relation to this matter. If there is any question about a particular document, please consult with me before destroying said document. Your obligations include disabling any automatic deletion or document destruction protocols that may exist. Any questions as to the scope of your obligations should be resolved in favor of preservation and retention.

Biddeford Internet Corp. d/b/a Great Works Internet  
February 12, 2025  
Page 3

Sincerely,

*/s/ Ryan Long*

Ryan M. Long, Esq.

cc: Tom Cecere (via email - [tcecere@staff.gwi.net](mailto:tcecere@staff.gwi.net))

# EXHIBIT D



February 14, 2025

Evan J. O'Brien  
Tel: (802) 846-8602  
EOBrien@drm.com

**VIA EMAIL**

Ryan M. Long  
Primmer Piper, Eggleston & Cramer PC  
30 Main Street  
Suite 500  
P.O. Box 1489  
Burlington, VT 05402  
rlong@primmer.com

Re: Response to ECFiber's Feb. 12, 2025 Cease and Desist Letter

Dear Ryan:

This law firm has been retained by Biddeford Internet Corp. d/b/a Great Works Internet ("GWI") to respond to the Cease and Desist Letter you sent to GWI's CEO Kerem Durdag on February 12, 2025 on behalf of your client East Central Vermont Telecommunications District ("ECFiber" or "District"). Please direct future correspondence regarding this matter to me.

To begin with, there is no exigency justifying your demand for a written response by GWI by 5:00 PM today – barely two business days after your letter was sent. ECFiber and GWI have worked closely together for over two years under an Operating Agreement, whose possible extension the parties are currently negotiating. This could, and should, have been handled very differently by your client. Nevertheless, GWI has undertaken the effort to provide this written response to comply with ECFiber's unilateral deadline. Please note that this response contains GWI's preliminary analysis regarding the factual and legal errors in the position asserted by ECFiber. With the benefit of additional time, investigation, and deliberation, GWI reserves the right to supplement this response.

*First*, the factual predicate of your letter is completely misguided. Contrary to your client's apparent belief, nothing at all has changed with respect to the service provided by GWI to ECFiber's customers. There is no gap in customer service, nor is any anticipated. From an operational standpoint, GWI continues to provide the high-quality and responsive service on which customers within the District have come to rely, and your letter does not assert otherwise.

*Second*, your letter mischaracterizes an organization chart as a "Plan" to "eliminate Vermont-specific services and expertise." Again, that is inaccurate. The majority of GWI's residential subscribers and passings are in Vermont, and a substantial number of GWI's employees and senior/executive leadership are in Vermont. In addition to its work with ECFiber, GWI's long term commitment to Vermont is reflected in relationships with two other Communications Union Districts. GWI's commitment to providing service to Vermonters and to the District is amply demonstrated by its track record and investments in ECFiber.



February 14, 2025  
Page 2

*Third*, from a legal standpoint, ECFiber has no authority under the Operating Agreement to control, dictate, or micromanage GWI's internal operations or demand changes to an organization chart within GWI. Section 20(e) of the Operating Agreement provides that GWI (which took an assignment of the Operating Agreement from ValleyNet, Inc.):

shall be solely responsible for hiring, compensating, supervising, disciplining and discharging its employees, and shall be responsible for the payment of all governmental taxes, charges and assessments relating to its employees. The District shall not dictate or establish workplace standards and practices, scheduling, staffing or employee licensing or qualification. No [GWI] employee shall report to or be under the supervision of any District official at any time, nor shall any District employee evaluate the performance or conduct of any [GWI] person engaged by [GWI].

GWI is entitled under the Operating Agreement to create or modify an internal organization chart, as it chooses.

ECFiber's appeal to the spirit of the agreement fares no better. There can be no implied covenant within the Operating Agreement that is flatly inconsistent with its written provisions, which GWI has not violated, in any event. There is also no basis to assert that GWI's organization chart or changes to it amount to a potential violation of IRS regulations.

For all the foregoing reasons, ECFiber's threats of litigation are inappropriate and without any basis. It is unfortunate that ECFiber has chosen to negotiate a potential extension of the Operating Agreement with GWI under threat of litigation. Notwithstanding these ill-conceived tactics, GWI will not be distracted from its day-to-day mission of delivering excellent service to customers within the District, which will continue without interruption.

Given that ECFiber intends to explore litigation, it, too, is required to preserve its documents and implement appropriate litigation holds with respect to the documents, data, material, electronically stored information in its possession custody, or control, and that of its chair F.X. Flinn, governing board, executive committee, officers, directors, and staff. Please ensure that the appropriate custodians take the necessary measures to preserve and refrain from deleting or modifying any relevant material.

Sincerely,

/s/ Evan J. O'Brien

Evan J. O'Brien

*Attorneys for GWI*

cc: William J. Dodge, Esq.

# EXHIBIT E



February 18, 2025

Evan J. O'Brien  
Tel: (802) 846-8602  
EOBrien@drm.com

**VIA EMAIL**

Ryan M. Long  
Primmer Piper, Eggleston & Cramer PC  
30 Main Street  
Suite 500  
P.O. Box 1489  
Burlington, VT 05402  
rlong@primmer.com

Re: ECFiber – Misappropriation, Dissemination, and Retention of GWI Confidential  
Material and Trade Secrets

Dear Ryan:

I am writing on behalf of Biddeford Internet Corp. d/b/a Great Works Internet (“GWI”) to follow up on my February 14, 2025 letter to you and to bring to your attention a serious matter requiring immediate corrective action by East Central Vermont Telecommunications District (“ECFiber” or the “District”) and the Chair of its governing board.

Our client has learned that a GWI employee, acting at the direction of and in concert with ECFiber’s governing board Chair F.X. Flinn, video-recorded a GWI internal meeting on February 11, 2025 surreptitiously and in violation of multiple GWI policies. Acting at Mr. Flinn’s direction, that employee provided the .mov file to Mr. Flinn, who proceeded to rename the file and upload it to ECFiber’s Google workspace on the ECFiber network, where a link to the video remains accessible, without any restriction in permission or access.

This is an extremely serious matter. During the February 11, 2025 internal meeting, numerous GWI-confidential matters were discussed, including GWI’s unit economics, sales strategy, network component strategy, and other confidential and proprietary issues. These matters did not relate solely to ECFiber, but broadly concerned business plans for other GWI customers, as well as for potential customers or customer leads. As GWI’s customer list is a trade secret protected by law, Mr. Flinn’s unlawful misappropriation, retention, and dissemination of this data violated Vermont’s Trade Secret Act. *See* 9 V.S.A. §§ 4601 et seq.

ECFiber and Mr. Flinn must take immediate steps to remove and destroy all copies of the .mov file depicting GWI’s February 11, 2025 meeting, and no later than 3:00 PM EST on Wednesday, February 19, 2025, please provide written confirmation that ECFiber and Mr. Flinn have done so. Further, Mr. Flinn must immediately refrain from further instructing GWI employees to conduct unauthorized surveillance on GWI or commandeering them in contravention of Section 20(e) of the parties’ Operating Agreement. Mr. Flinn should not be communicating with GWI employees

February 18, 2025  
Page 2

other than with Tom Cecere except to work on tasks and activities related to the operation of the network, per the agreement. GWI is still investigating the full damage caused by Mr. Flinn's unlawful conduct, which he undertook in the course of serving as Chair of the District's governing board, and GWI reserves all rights and remedies it may have under applicable law.

I look forward to your response.

Sincerely,

*/s/ Evan J. O'Brien*

Evan J. O'Brien

*Attorneys for GWI*

# EXHIBIT F



PRIMMER PIPER  
EGGLESTON &  
CRAMER PC

RYAN M. LONG  
ADMITTED IN VT AND NY  
*rlong@primmer.com*  
TEL: 802-864-0880  
FAX: 802-864-0328

30 Main Street, Suite 500 | P.O. Box 1489 | Burlington, VT 05402-1489

**VIA EMAIL**

Evan J. O'Brien  
Downs Rachlin Martin  
199 Main Street  
Burlington, Vermont 05401  
[eobrien@drm.com](mailto:eobrien@drm.com)

**RE: Notice of Intent to Allow Existing Relationship with GWI to Expire, Demand to Cease and Desist from Further Unauthorized Access of East Central Vermont Telecommunications District's Data and Response to February 14 and 18, 2025 Letters**

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Dear Evan:

On February 12, 2025, on behalf of the East Central Vermont Telecommunications District, I asked for confirmation that GWI intended to, or had, replaced existing local customer service with a call center and intended to eliminate its Vermont-specific department because, as I pointed out, that course is incompatible with the District's goals and fundamental purpose. I further demanded that GWI cease and desist from carrying out any such plan. Your two-page response on February 14, 2025, provided only legal argument and marketing-speak, but otherwise dodged that simple question and demand. GWI's lack of candor and cooperation is not well taken and appears intended to hide from the District actions GWI knows the municipality does not support.

The District and GWI are clearly not headed in the same direction. It is unfortunate that GWI has elected not to engage in an open discussion with the District about its ideas for using the business known by its trade name, ECFiber, or take the District's direction about how ECFiber is to be operated. As a result, the District intends to return to the pre-existing operating model which served the mission of providing broadband to all homes and businesses on the grid in the member towns of the special-purpose regional municipality for many years. This return to the "ValleyNet model" will be completed no later than January 1, 2026. The District is no longer interested in negotiating any extension of its existing relationship with GWI, which will expire at the end of this year. The District will reach out with details regarding the transition of ECFiber operations from GWI's services to GWI's successor. The District expects GWI to continue to carry out its obligations under the existing agreements and expects GWI's full cooperation with this transition.

In response to your February 18, 2025 letter:

Evan J. O'Brien  
February 19, 2025  
Page 2

First, from the detail in your letter specifically identifying the location of information in a secure East Central Vermont Telecommunications District workspace, it appears that GWI has, without authorization, used its administrator privileges to access the District's private network and email for the purposes of determining how the District learned of GWI's intention to fundamentally alter ECFiber operations. As mentioned earlier, the District is a municipality, and as you are aware its data relates to the critical communications infrastructure which it owns. Any unauthorized access of the District's data by GWI is a serious matter. GWI is to immediately revoke owner administrative credentials extended to any GWI operative other than the prior holder (understood to be Corey Klinck), and to extend owner privileges to the clerk of the District, its Secretary, Jeff Brand (which also constitutes one of the early steps facilitating the transition process). Going forward, GWI is not to access any District data, except as authorized. Further, please detail exactly which files GWI has accessed, so the District can fully investigate the extent of GWI's intrusion into District governmental and critical communications infrastructure data systems. Finally, to the extent GWI has accessed or retained any attorney-client privilege protected email, please provide a detailed list of what GWI has accessed and confirmation that all copies in GWI's possession have been destroyed.

Second, you accuse Mr. Flinn of essentially spying on GWI via a GWI employee. There is no basis in fact to support your accusations, and if I were GWI's counsel I would make sure my client's beliefs were corroborated by proof before signing my name to any pleading. Please forward any actual proof you have. As to your various demands regarding communications with employees, the District will continue to follow the operating agreement, as it always has, and does not agree to any new obligations.

Third, as GWI is clearly aware, the District received a video of a GWI meeting from a GWI employee. That video has been removed from the District's workspace.

Sincerely,

*/s/ Ryan Long*

Ryan M. Long, Esq.

# EXHIBIT G





## East Central Vermont Telecommunications District

*Vermont's First Communications Union District*  
ECFiber is the trade name of the District's ISP business

April 16, 2025

Kerem Durdag  
Chief Operating Officer  
Biddeford Internet Corporation dba GWI  
40 Main St Ste 13-127  
Biddeford ME 04005-5179

via eMail to: [kdurdag@staff.gwi.net](mailto:kdurdag@staff.gwi.net)

Dear Kerem,

Thank you for planning to meet with representatives of the Vermont ISP Operating Company ("VISPO") to discuss and plan for the transition of management services in anticipation of the winding down of the February 22, 2016, Operating Agreement. As you are aware, VISPO will succeed GWI as the operator. It is the District's strongest desire that, in implementing the transition process, we can continue the positive working relationship created with ValleyNet and carried through with GWI.

Please consider this as formal written permission for GWI to share ECFiber's data and system access and credentials with VISPO representatives in order to facilitate the transition process.

Additionally, thank you for providing the reference points in your April 11<sup>th</sup> e-mail. As you noted, they are reference points to set expectations for the transition process.

Although the District disagrees on a few of the points outlined, we do agree that this is a first step and a comprehensive plan will be developed between VISPO and GWI over the next few weeks. The District looks forward to working with GWI and VISPO in this process.

As we have discussed many times over the three-plus years that GWI has been providing services to ECFiber, there is a well-developed structure overlaying the Operating Agreement. The District owns the Network *and* the business operating the Network (known by its trade name ECFiber),

and GWI (and formerly ValleyNet 2011-2022) provides management services through its staff.

Put simply, GWI provides the staff that fills certain roles *within* ECFiber, but the District owns everything. Thus, the District disagrees with a few of the statements in your e-mail. We believe the language and history of the Operating Agreement support the District's position.

Particularly, we disagree that GWI's "sole responsibility is to simply hand over ECFiber data and system access and credentials that belong to ECFiber in a secure fashion." From a plain reading of the Operating Agreement this is clearly not true. The Agreement outlines many obligations of GWI, including "implement[ing] fully the design, construction, operation and management" of the Network. This would include assuring that when the Operating Agreement officially terminates, the Network and associated business are in a strong position to continue operating as they had during the term of the Agreement.

We expect that GWI will continue to abide by its clear obligations in the Operating Agreement as it discusses and implements the transition and provides VISPO a thorough understanding of how the Network and business operate.

The District also disagrees with the blanket statement that "Process flow, documentation, procedures *et al* are the intellectual property of GWI." The validity of this statement is best discussed in reference to the specific items of which GWI claims intellectual property. The simple fact, however, is that most of these items were developed on behalf of ECFiber by ValleyNet/GWI staff filling roles within ECFiber's business while it was acting as the manager of the Network pursuant to the Operating Agreement. GWI's claim that they are GWI's intellectual property is incorrect.

The Operating Agreement always contemplated that the services provided by GWI may end. Providing a smooth transition to a new management company is clearly a requirement of the overall services provider under the Operating Agreement. GWI is obligated to use commercially reasonable efforts in its execution of these services. That includes

assuring that the Network and associated business operate at the same quality and reliability in the period after the completion of the Operating Agreement. The District expects that GWI will continue to provide the same excellent service during the transition that it has provided previously.

The District is in the process of developing a Transition Policy per the Operating Protocol to address the process of transitioning away from service under the Operating Agreement. Given GWI's critical role in implementing this process, the District welcomes GWI's input in the development of such a policy.

Sincerely yours,

A handwritten signature in black ink, appearing to read "F. X. Flinn". The signature is fluid and cursive, with the first name "F. X." and the last name "Flinn" clearly distinguishable.

F. X. Flinn  
Governing Board Chair

CC: District Executive Committee  
Elijah Emerson, Primmer  
Ryan Long, Primmer  
Alessandro Iuppa, Chair, VISPO  
Stan Williams, VISPO Transition Lead

# EXHIBIT H

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WRITER'S DIRECT DIAL NO.  
**(617) 712-7108**

WRITER'S EMAIL ADDRESS  
**harveywolkoff@quinnemanuel.com**

April 17, 2025

**PRIVILEGED & CONFIDENTIAL**  
**VIA E-MAIL**  
**EFOXX@HEALAW.COM**

Evan A. Foxx, Esq.  
Cooley, Cooley & Foxx  
125 College Street  
2nd Floor  
Burlington, Vermont, 05401

Re: ECFiber and VISPO

Dear Mr. Foxx:

This is written on behalf of Biddeford Internet Corporation and its Chief Executive Officer Kerem Durdag in reply to Mr. F.X. Flinn's letter to Mr. Durdag dated April 16, 2025 (the "Letter").

As a threshold matter, we request that Mr. Flinn stop communicating directly with Biddeford Internet Corporation, d/b/a GWI ("GWI") and its officers, directors and employees except through counsel. We take this step because Mr. Flinn's Letter is completely self-serving, contains many half-truths and falsehoods, and is filled with inaccurate assertions of GWI's purported legal responsibilities. Given the litigation between GWI and Mr. Flinn, his transmittal of such correspondence directly to Mr. Durdag or anyone else at GWI is inappropriate and must stop.

**quinn emanuel urquhart & sullivan, llp**

ABU DHABI | ATLANTA | AUSTIN | BEIJING | BERLIN | BOSTON | BRUSSELS | CHICAGO | DALLAS | DOHA | HAMBURG | HONG KONG | HOUSTON | LONDON | LOS ANGELES | MANNHEIM | MIAMI | MUNICH | NEUILLY-LA DEFENSE | NEW YORK | PARIS | PERTH | RIYADH | SALT LAKE CITY | SAN FRANCISCO | SEATTLE | SHANGHAI | SILICON VALLEY | SINGAPORE | STUTTGART | SYDNEY | TOKYO | WASHINGTON, DC | WILMINGTON | ZURICH

In his Letter, Mr. Flinn refers to GWI's "excellent service." We agree. In contrast, Mr. Flinn's VISPO has no apparent experience at all as an operator of broadband networks, making inexplicable ECFiber's decision to replace GWI with VISPO. Nonetheless, we assure you that GWI will continue to provide excellent service through the end of the Operating Agreement, December 31, 2025. However, particularly given the unlawful nature of Mr. Flinn's conduct, GWI will not engage in extra-contractual activity that is not required by the Operating Agreement.

So, for example, Mr. Flinn requests in the Letter that GWI turn over to VISPO various aspects of its confidential and proprietary data and other information. However, there is no requirement in the Operating Agreement that GWI do that, and it will not. Mr. Flinn also requests that GWI work on the development of a "Transition Policy" together with VISPO. Again, however, there is no such requirement in the Operating Agreement, and GWI will not do so. GWI's job is not to teach VISPO how to be an operator so that Mr. Flinn can cover up or cure his self-dealing.

Indeed, in our opinion, Mr. Flinn's conduct toward GWI has been nothing short of egregious. In recent months, Mr. Flinn has surreptitiously obtained GWI's confidential and proprietary information via a concealed taping of one of GWI's key meetings; has attempted to poach GWI's employees, who he has wrongfully referred to as ECFiber's "staff"; has refused to engage in good faith negotiations with GWI despite his recognition of GWI's track record of excellent work and service; has written to GWI's customers with not only a false narrative of events but also a disclosure of GWI's proprietary information; has publicly prevaricated about GWI's intentions with respect to the hiring and retention of persons resident in the State of Vermont; and has set up an apparent straw company, VISPO, that as far as we can tell does not have a single employee with an iota of experience in operating a broadband internet business.

In our opinion, Mr. Flinn's conduct has not only unlawfully and irreparably damaged GWI and its business, but also will severely damage ECFiber's business, and is in direct contravention of many of the representations made to the bondholders in its Offering Memorandum. Indeed, in that Offering Memorandum, ECFiber represents that it will be continuing to work with GWI, presents forecasts based on GWI's continuing to work as ECFiber's operator, and represents that ECFiber will always team up with an experienced operator in connection with its business. Mr. Flinn's creation of "VISPO" not only completely undermines but also flatly contradicts those statements, leaving ECFiber open to a bondholders' suit arising from these misrepresentations. GWI has a sterling reputation and does not want its integrity, built on years of loyal and exemplary work, to be tarnished by this type of serious misconduct.

Under these circumstances, GWI wants to have as little as possible to do with Mr. Flinn and VISPO. Rest assured that GWI will fulfill each and every one of its obligations under the Operating Agreement through the end of the year. But GWI will not be a willing participant to his harming ECFiber, GWI, and the people of Vermont through what in our view amounts to blatant self-dealing.

Very truly yours,



Harvey J. Wolkoff

cc: Ryan M. Long, Esq. ([rlong@primmer.com](mailto:rlong@primmer.com))  
Evan J. O'Brien ([EOBrien@drm.com](mailto:EOBrien@drm.com))

# EXHIBIT I





## East Central Vermont Telecommunications District

*Vermont's First Communications Union District*  
ECFiber is the trade name of the District's ISP business

May 6, 2025

Kerem Durdag  
Chief Executive Officer  
Biddeford Internet Corporation dba GWI  
40 Main St. Ste 13-127  
Biddeford, ME 04005-5179

via eMail to: [kdurdag@staff.gwi.net](mailto:kdurdag@staff.gwi.net)

Dear Kerem,

On May 5, 2025, the Executive Committee for the East Central Vermont Telecommunications District ("District") engaged and appointed Stan Williams as Clerk of the Works. As authorized in the operating agreement, the Clerk of the Works will help oversee GWI's work related to ECFiber and liaise between the District and GWI. Stan Williams will be in touch separately to discuss his schedule and next steps. Please prepare physical space at 415 Waterman Road for Mr. Williams, and please extend to him your full courtesy and cooperation.

The Executive Committee also prepared the attached Transition Policy to provide direction on winding up operations. GWI is directed to work directly with our new operator the Vermont ISP Operating Company ("VISPO") to develop a detailed supplemental transition plan pursuant to the Transition Policy. The schedule in the Transition Policy may be modified by mutual agreement between GWI and VISPO in the supplemental transition plan. However, unless that schedule is modified, the District considers that schedule in the Transition Policy to be the operative schedule, deviation from which will irreparably harm the District, its members, its customers, and its respective Operators.

Finally, on April 25, 2025, you sent an email to the Executive Committee addressing three issues: 1) communications via email; 2) ECFiber staff GWI will send to meetings; and, 3) GWI's policy regarding recording meetings and executive session. I will address each in turn, but these suggestions appear to create a number of inefficiencies, and diminish the responsive service the District pays GWI to provide.

On communications via email, we disagree that sending all email to [operator@staff.gwi.net](mailto:operator@staff.gwi.net) will result in any efficiency. The District has operated open lines of communication with specific staff responsible for specific duties and adding a second step will cause delay, while the

415 Waterman Rd Unit 2 | South Royalton | Vermont 05068-5418 | 802-ECFIBER  
(802-323-4237)

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**Business: [ECFiber.net](https://www.ecfiber.net) Municipality: [ECVTD.gov](https://www.ecvtd.gov)**

question is reviewed, a determination of the appropriate party to respond is made, that party then reviews the question, and then responds through the same account. It is far more efficient for the District to send email to the responsible party and get an answer back. This system has worked well for nearly a decade. Similarly, some issues may start with an email but require a phone call to follow-up. Receiving a generic response from [operator@staff.gwi.net](mailto:operator@staff.gwi.net) will require yet another step for the District to determine who the party providing the answer is before the District can pick up the phone. However, as a courtesy, the District will endeavor to cc [operator@staff.gwi.net](mailto:operator@staff.gwi.net) on email, but intends to continue to communicate with appropriate staff directly.

On which staff will attend meetings—GWI's suggested approach to send staff to meetings to take questions back to GWI to consider and then take GWI's answers back to the District adds significant time to what has been an efficient and straightforward process in the past. Sending staff who do not have sufficient knowledge to answer the District's questions at those meetings creates yet another layer of inefficiency. The District requires competent and knowledgeable staff capable of answering operations questions to be present at its open meetings.

Finally, GWI wishes to record meetings and not allow its staff into executive sessions which are not otherwise recorded. Obviously, the District's meetings, with the exception of its executive sessions, are via Zoom and recorded. Copies of those recordings are available at <https://ECVTD.gov>, so GWI separately recording meetings is redundant, though of course you are welcome to do so. As to executive sessions, obviously staff will not be authorized to record executive sessions if invited to attend. While the District generally endeavors to alert the operator to pressing issues, advanced notice is not always possible in every case, and the District expects staff to be available and to appear in executive sessions when required.

Sincerely yours,



F. X. Flinn  
Governing Board Chair

CC: District Executive Committee  
Elijah Emerson, Primmer  
Ryan Long, Primmer  
Alessandro Iuppa, Chair, VISPO  
Stan Williams, Clerk of the Works

*This is the current draft. The policy will be taken up by the Governing Board at the May 13, 2025 meeting. GWIs feedback is welcomed.*

### **Transition Policy**

The goal of the transition is to seamlessly convert the District's business operations from management by the current operator [using its employees] to management by the new operator [using its employees]. Failure to fully comply with this Policy may impair service, result in loss of service for a period of time, and unnecessarily risk irreparable harm to the District, its members, its customers and to the respective operators..

All data, systems, equipment, tools, vehicles, computers, network devices, software, furniture, appliances, and other tangible things used in ECFiber's business are the property of the District. Therefore, prior to transition the current operator shall not take, modify, reset, dispose, sell, transfer or in any other manner change the systems, procedures, data, or configuration of these things. All shall be kept in normal operation and transferred to use by the new operator employees on a schedule that assures normal operations continue without disruption. For example, the new operator's employees should be executing the billing functions a month or more in advance of the end date of this agreement.

Because all vendor, regulatory, banking, subscriptions and other contractual service arrangements are in the name of the District, or should have been acquired in the name of the District, the current operator shall not cancel, modify, transfer or in any other manner cause these arrangements to be disrupted. In the case of existing contracts to which the current operator is a co-signer with the District, the current operator shall cooperate in assignment to the new operator or removal of their status as co-signers as may be determined by the District.

The District desires ECFiber to continue operating after the transition is complete using the same business systems as it used in the most recently completed full calendar year. The current operator shall therefore make no further changes to those systems. By way of example, the accounting system for the business of ECFiber shall not be migrated. The billing and operations shall not be migrated.

It is the intent of the District that this Transition Policy be supplemented by a detailed transition plan to be developed by leadership and staff of the current operator and the new operator working together. Work on that plan should begin no later than the first day of the seventh month preceding the contract end date (e.g. 6/1/2025 for a 12/31/2025) and

be available for preliminary approval by the District Executive Committee at its regularly scheduled meeting on the last Monday of that month.

In order to ensure the orderly transition envisioned in this Transition Policy, the supplemental transition plan shall enable the successor operator to begin monitoring functional areas of the business and having full responsibility on the first Monday of the Nth month prior to expiration of the design, build, and operate agreement. In order to facilitate a seamless cutover, the supplemental transition policy shall incorporate the following transition schedule which may be modified upon agreement of the parties to the supplemental transition plan.

<b>Functional Area</b>	<b>Start Monitoring</b>	<b>Full Capability</b>
Bookkeeping/AP	5th month prior	2nd month prior
Billing	4th month prior	2nd month prior
Customer Service	4th month prior	2nd month prior
Network Management	4th month prior	2nd month prior
Outside Plant	4th month prior	2nd month prior
Marketing	4th month prior	3rd month prior

*Courtesy Copy of Motion appointing Stan Williams Clerk of the Works:*

WHEREAS, the East Central Vermont Telecommunications District (the “District”) and ValleyNet, Inc. entered into an Operating Agreement dated February 22, 2016;

WHEREAS, the Biddeford Internet Corporation d/b/a Great Works Internet (“GWI”) assumed the rights and obligations of ValleyNet under the Operating Agreement by way of an Assignment and Assumption Agreement dated December 31, 2022;

WHEREAS, the Operating Agreement defines the “Project” as the “design, construct[ion] and operat[ion] [of] one or more communication plants;”

WHEREAS, the Operating Agreement states “The parties further acknowledge that the District, acting through its Governing Board as the legislative body of a municipal corporation, is responsible for establishing and articulating policies to be acted upon and implemented by ValleyNet under this Agreement;”

WHEREAS, the Operating Agreement further states the “District may engage and appoint a Clerk of the Works to oversee the construction and installation of all work related to each Project contemplated in this Agreement, and to act as a liaison between and among parties involved in communications plant construction;”

WHEREAS, the Operating Agreement further states “The parties agree to use their best efforts to resolve any dispute, controversy or claim hereunder in the first instance through the office of the Clerk of the Works, and thereafter through negotiation and mediation;”

WHEREAS, Exhibit A to the Operating Agreement: Operating Policies and Protocols states

*Paragraph II. General Roles regarding the Project*

*A. District*

*a. Formulate and articulate general governance policies*

*...*

*c. Monitor ValleyNet performance*



*B. ValleyNet*

- a. Execute and complete the Network Project including designing, building all associated Network assets and operating them as an ongoing business*
- ... f. Cooperate with a Clerk of the Works selected and engaged by the District*
- g.*

*Paragraph III-C (a)(iii). Operational Details – Project Governance*

*District Governing Board may choose to appoint an independent Clerk of the Works, or upon mutual approval, rely on ValleyNet personnel, to verify contractors' project performance during Project construction periods.*

WHEREAS, the Executive Committee Charter states "Role of the Executive Committee: Pursuant to Paragraph 1 of the Operating Agreement between the District and ValleyNet, Inc. executed on February [22], 2016, the parties acknowledge that the Governing Board of the District is responsible for establishing and articulating policies to be acted upon and implemented by ValleyNet;"

WHEREAS, the Charter further states: *The overarching role of the Executive Committee shall be to implement the Governing Board's plans and policies, and to ensure that ValleyNet, Inc. is complying with the policies, practices and procedures set forth by the governing board. In doing so, the Executive Committee shall*

*...*

*(e) When a majority of the Executive Committee deems it necessary, act on behalf of the Governing Board, subject to subsequent Governing Board approval;*

*...*

*(i) Propose to the Governing Board amendments to the Operating Agreement;*

WHEREAS, the Governing Board of the District has determined to not renew or extend the Operating Agreement with GWI, creating a strong need for increased communication and collaboration with GWI in the transition to a new operator.

NOW, THEREFORE, pursuant to its Charter, the Executive Committee finds that it is necessary and appropriate to appoint and engage a Clerk of the Works for the purpose of representing the District's interest in overseeing the Project, monitoring GWI's performance, and to act as a liaison between and among the District and GWI; and

THEREFORE, the Executive Committee appoints Stan Williams as Clerk of the Works, subject to subsequent approval by the Governing Board.

Adopted by the ECVTD Executive Committee May 5, 2025

# EXHIBIT J



**quinn emanuel trial lawyers | boston**

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WRITER'S DIRECT DIAL NO.  
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WRITER'S EMAIL ADDRESS  
**harveywolkoff@quinnemanuel.com**

May 9, 2025

**PRIVILEGED & CONFIDENTIAL**  
**VIA E-MAIL**

Ryan M. Long  
Primmer Piper Eggleston & Cramer PC  
30 Main Street  
Suite 500  
P.O. Box 1489  
Burlington, VT 05402  
rlong@primmer.com

Re: ECFiber's "Transition Policy"

Dear Ryan:

This is written on behalf of our client Biddeford Internet Corporation d/b/a Great Works Internet and GWI Vermont, LLC ("GWI"). GWI is in receipt of ECFiber's self-styled "Transition Policy." However, that document is nothing more than additional evidence of ECFiber's bad faith treatment of a soon to be former business partner, GWI. Moreover, ECFiber is misreading the parties' Operating Agreement with respect to the role of a "Clerk of the Works", as noted herein.

We assure you that GWI will comply fully with its obligations under the Operating Agreement. This will include leaving any property that belongs to ECFiber, and departing its offices promptly as of December 31, 2025. Until that date, GWI will continue to perform its duties and responsibilities as operator as flawlessly as it has in the past. We are shocked, however, that as ECFiber writes in its "Transition Policy," unless GWI agrees to perform numerous tasks clearly outside the scope of its contract, and indeed does so without any appropriate compensation, then the District may experience loss of service for a period of time, and other alleged harm. This is truly regrettable, but if that occurs, it would be from the direct and foreseeable outgrowth of ECFiber's inexcusable conduct toward GWI and its decision to retain a new startup operator with no operating staff, no operations, and no operational history as part of a mostly secret plan by ECFiber's Chairman that includes harming GWI and its business.

**quinn emanuel urquhart & sullivan, llp**

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We understand that ECFiber's decision to unilaterally terminate the Operating Agreement and instead replace GWI with a newly created entity, VISPO, has left ECFiber with a future operator that has no experience, to the considerable detriment of those Vermont residents within the East Central Vermont Telecommunications District (the "District"). Making matters worse, ECFiber made this decision without conducting any RFP process that would enable experienced operators, including GWI, to fairly compete for ECFiber's business. VISPO would never have been awarded ECFiber's business in any transparent and competitive bid process. Recent events in Kentucky illustrate the ill effects that can result for customers when a rural broadband network improvidently severs ties with its administrator, without lining up a successor. *See* <https://broadbandbreakfast.com/kentucky-middle-mile-network-could-go-dark-hurting-thousands/?ref=alerts-newsletter> (last accessed May 9, 2025). GWI wants nothing but for District customers to receive the same excellent service they have received since GWI took over on January 1, 2023, through the end of this year. For so long as GWI is the network operator, that will continue to be the case. GWI was not, however, hired to take on an apprentice and train that entity from its infancy until it can stand on its own two feet, and it does not guarantee the workmanship of VISPO.

We understand as well that ECFiber's choice of VISPO appears to directly contravene several of the explicit representations made by the District in its Offering Memorandum to the bondholders, including without limitation that "Both ECFiber and the District have always contracted with an experienced internet service provider to run the ECFiber business[.]" Perhaps ECFiber believed that it could simply poach GWI's employees, or have GWI voluntarily agree to train VISPO's staff on how to operate a complex business such as the one at issue. But if that was its thinking, then ECFiber is sorely mistaken. And its attempt now to unilaterally foist a multitude of additional unpaid work on the shoulders of GWI to make up for ECFiber's poor decision making is inexcusable.

ECFiber and the District cannot shield either their operational or legal exposure by attempting to impose on GWI obligations and responsibilities that are not contained in the parties' Operating Agreement. Indeed, one thing is not and cannot be in dispute: There is nothing in the Operating Agreement that requires GWI to enter into or abide by a "Transition Policy" or "Policy Agreement" whose terms have been unilaterally dictated by ECFiber and its lawyers. To the contrary: It is notable that the parties' Operating Agreement specifically provides in paragraph number (15) that its written terms "embod[y] the complete understanding of the parties." Nor does it constitute "irreparable harm" to ECFiber for GWI to adhere to its contractual obligations and not be subjected to new terms to which it never agreed. If ECFiber or the District had wanted to impose upon GWI the additional responsibility of a "Transition Policy" (without any additional compensation, no less), then ECFiber and the District should have bargained for that right and included it in the written Operating Agreement. They did not.

ECFiber and its Chairman Mr. Flinn have done nothing but act recklessly and in bad faith toward GWI and thus the residents of their District despite GWI's impeccable record of service. From listening to the secret recording of a private GWI meeting – and then publicly misreporting what was said – to attempting to poach GWI's employees under contract, to gratuitously writing to GWI's other districts in order to unfairly disclose GWI's confidential business dealings and malevolently harm GWI's business – ECFiber and its Chairman Mr. Flinn have been a model of

how not to treat a respected business partner like GWI. ECFiber has made its choice to transition to VISPO. Now come the consequences.

As for ECFiber's appointment of Mr. Stan Williams to the position of Clerk of the Works, we would point out that it is a bit late to fill that position, given that under the Operating Agreement the role of the Clerk of the Works is to "oversee construction and installation of all work" and to "act as a liaison between and among the parties involved in communications [about] plant construction." The Clerk of the Works is also supposed to be "independent" under the Operating Agreement. As a Director of VISPO, which purports to replace and compete with GWI, Mr. Williams is anything but independent. Rather, Mr. Williams' appointment as Clerk of the Works appears to be a thinly veiled attempt to embed Mr. Williams inside GWI's operations, to the unjust enrichment of VISPO - not to carry out the role of an independent Clerk of the Works as set out in the Operating Agreement.

Further, ECFiber has no right to unilaterally impose a Director of VISPO (or anyone else) as an occupant in GWI's office space, and he will not be admitted to that space under these circumstances. Nor will the horde of others who ECFiber somehow has decided may enter GWI's office space and learn how to operate a broadband network by taking GWI's proprietary business information. Never before has ECFiber requested that outsiders use GWI's office space in this manner. In the event there is a need to discuss plant construction with ECFiber, GWI will be sure copy Mr. Williams. Otherwise, except as specified in the Operating Agreement, GWI has no duty to communicate with Mr. Williams at all, and will not do so. Nor is a "successor operator" welcome to "begin monitoring functional areas of [GWI's] business." GWI maintains strict security and confidentiality protocols. Because VISPO is a competitor, it would violate all of GWI's confidentiality agreements and obligations to communicate with Mr. Williams about GWI business in the manner that ECFiber demands. GWI intends to put ECFiber out of the business of taking its confidential and proprietary information for its own use, to which it has no right.

On the issue of what properly belongs to ECFiber and what to GWI, GWI takes issue with ECFiber's claim that, essentially, it owns everything that is not nailed down. This is not so, and is again an example of ECFiber overreaching and not abiding by the terms of the parties' Operating Agreement. ECFiber does not own GWI's intellectual property in the use and maintenance of proprietary systems and software, as these remain exclusively GWI's property and are not transferred or licensed under the Operating Agreement. Notwithstanding this, GWI is confident that the parties can discern who owns what prior to December 31, 2025.

Moving forward, please desist from all future communications with GWI about a "Transition Agreement" and instead ensure that such further communications, if any, be sent by your attorneys to the undersigned. GWI will continue to study and may further comment on ECFiber's transition plans.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'HJW', is positioned above the printed name.

Harvey J. Wolkoff

HJW

cc: Evan O'Brien, Esq.  
GWI Vermont, LLC

# EXHIBIT K

Motion:

*Move to adopt the following Transition Policy, which is one in a series of General Operating Policies and Protocols, promulgated pursuant to Section III(C)(b) of Exhibit A to the Operating Agreement (the "Agreement"), designed to ensure that the critical services performed by Biddeford Internet Corporation dba Great Works Internet ("GWI") in the design, construction and operation of East Central Vermont Telecommunications District's (the "District") broadband network (the "Network") are implemented prudently and efficiently.*

### **Transition Policy**

The goal of the transition is to seamlessly convert the District's business operations from management by the current operator [using its employees] to management by the new operator [using its employees]. Failure to fully comply with this Policy may impair service, result in loss of service for a period of time, and unnecessarily risk irreparable harm to the District, its members, its customers and to the respective operators.

All data, systems, equipment, tools, vehicles, computers, network devices, software, furniture, appliances, and other tangible things used in ECFiber's business are the property of the District. Therefore, prior to transition the current operator shall not take, modify, reset, dispose, sell, transfer or in any other manner change the systems, procedures, data, or configuration of these things. All shall be kept in normal operation and transferred to use by the new operator employees on a schedule that assures normal operations continue without disruption. For example, the new operator's employees should be executing the billing functions a month or more in advance of the end date of this agreement.

Because all vendor, regulatory, banking, subscriptions and other contractual service arrangements are in the name of the District, or should have been acquired in the name of the District, the current operator shall not cancel, modify, transfer or in any other manner cause these arrangements to be disrupted. In the case of existing contracts to which the current operator is a co-signer with the District, the current operator shall cooperate in assignment to the new operator or removal of their status as co-signers as may be determined by the District.

The District desires ECFiber to continue operating after the transition is complete using the same business systems as it used in the most recently completed full calendar year. The current operator shall therefore make no further changes to those systems. By way of example, the accounting system for the business of ECFiber shall not be migrated. The billing and operations shall not be migrated.

It is the intent of the District that this Transition Policy be supplemented by a detailed transition plan to be developed by leadership and staff of the current operator and the new operator working together. Work on that plan should begin no later than the first day of the seventh month preceding the contract end date (e.g. 6/1/2025 for a

12/31/2025) and be available for preliminary approval by the District Executive Committee at its regularly scheduled meeting on the last Monday of that month.

In order to ensure the orderly transition envisioned in this Transition Policy, the supplemental transition plan shall enable the successor operator to begin monitoring functional areas of the business and having full responsibility on the first Monday of the Nth month prior to expiration of the design, build, and operate agreement. In order to facilitate a seamless cutover, the supplemental transition policy shall incorporate the following transition schedule which may be modified upon agreement of the parties to the supplemental transition plan.

<b>Functional Area</b>	<b>Start Monitoring</b>	<b>Full Capability</b>
Bookkeeping/AP	5th month prior	2nd month prior
Billing	4th month prior	2nd month prior
Customer Service	4th month prior	2nd month prior
Network Management	4th month prior	2nd month prior
Outside Plant	4th month prior	2nd month prior
Marketing	4th month prior	3rd month prior

# EXHIBIT L





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May 14, 2025

**BY EMAIL**

Harvey Wolkoff  
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111 Huntington Avenue  
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[harveywolkoff@quinnemanuel.com](mailto:harveywolkoff@quinnemanuel.com)

**RE: Response to May 9, 2025 Letter**

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Dear Harvey:

The East Central Vermont Telecommunications District (the “District”) appointed a Clerk of the Works, and promulgated a Transition Policy—as it is well within its rights and authority under the existing Operating Agreement to do. A copy of the Transition Policy is attached. Both decisions were ratified at the May 13, 2025, meeting of the District’s Governing Board.

From your May 9, 2025 letter, I understand that Biddeford Internet Corporation d/b/a Great Works Internet and GWI Vermont, LLC (collectively, “GWI”) do not intend to comply with, provide a proposed budget for, or even discuss, the Transition Policy, as it is required to do in the Operating Agreement, and GWI does not intend to cooperate with Stan Williams, the duly appointed Clerk of the Works, as also required in the Operating Agreement. This appears to be the same tack of non-cooperation that GWI has taken since February. If I am mistaken, please advise. If I am correct, and GWI intends to breach the Operating Agreement, then I respectfully ask you and your client to reconsider. GWI will not be the operator of the District’s system in 2026. However, I believe that there is a path for GWI to cooperate with the District on a mutually agreeable and beneficial transition.

I am optimistic that this letter will be the beginning of a productive and helpful discussion on GWI’s transition out of the operator role—which is happening. However, there are numerous misstatements in your May 9 letter which I now have to address.

You write that GWI “will continue to perform its duties and responsibilities as operator as flawlessly as it has in the past.” That is inaccurate. Although the District has publicly taken the position that GWI is performing well, leadership of the District and GWI are familiar with a litany of shortcomings that made the decision to change operators easier. For example: the failure to manage the Hartford buildout resulting in a half-year-plus delay in lighting the White River

Biddeford Internet Corp. d/b/a Great Works Internet  
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Junction hub; the lack of meaningful results from the marketing effort the District has provided more than a million dollars for over the past four years, and notably as we speak, the mess of a website change currently underway; the 14-month failure to replace the finance director, resulting in a deficiency finding by the auditors for 2024 and a change in S&P Rating from BB/Stable to BB/Negative; an extended delay in issuing the invoice for the Stage I construction grant, causing cash-flow anxiety; inability to deal with certain regulatory requirements around the construction grant, RDOF grant, and ACP programs; failure to deliver a proposal for a new operating agreement as promised in the spring of 2024.

None of these matters are the responsibility of the homegrown ECFiber staff who are devoted to the practical day-to-day work of managing the network, making repairs, connecting and installing new customers, dealing with customer issues. Inexplicably, these are the very people who GWI targets for replacement by centralized call centers and AI tools, or whose attention is to be diluted among other ISPs.

Things are now getting worse: GWI has neglected its performance since learning that it would not be the District's operator in 2026—much of which was discussed at the May 13, 2025 District Governing Board meeting, which Mr. Rozek and Attorney O'Brien, who were present, heard first-hand and Mr. Wing will certainly report. Most importantly, GWI has insisted on a path of non-cooperation with the District on its transition to a new operator. GWI's performance is not flawless as you write, and it is not on par with its previous services. On learning that its contract with the District would not be renewed or renegotiated, GWI's performance took a marked decline and is unacceptable. GWI is directed to improve its performance, which has fallen below the standards expected by the District.

You write in reference to the Transition Policy that the District asked GWI to perform tasks outside the scope of the Operating Agreement and without compensation. Both points are simply not true, and it is surprising that GWI has so misread both the Transition Policy and the Operating Agreement. The Operating Agreement (which GWI assumed from ValleyNet as-is) clearly contemplates that the District may promulgate operating policies and procedures and provides a framework for how it may do so. As is clearly stated in the Operating Agreement at Ex. A:

“[The District] shall develop, approve and promulgate general policies relating to Network operations and convey these to [GWI]. [GWI] shall prepare and submit to the District a budget for Network and subscriber operations and support. Should [GWI] determine that the implementation of any such policy would be financially or operationally detrimental to the project, it shall so inform the District Governing Board, with a brief explanation, and shall either propose an alternative to the policy, or request that the Governing Board reconsider the policy, or resolve the matter as provided in Section (25) of the Operating Agreement.”

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GWI failed to engage in this discussion despite numerous overtures from the District. The District sent GWI a draft of the transition policy for comment before the transition policy was unanimously approved by the Governing Board. The only response the District received was your letter indicating a refusal to cooperate at all. GWI's accusations that the District is acting in bad faith are not well taken. The Operating Agreement plainly contemplates that the District may create policy, and GWI is in breach of the Operating Agreement—regardless of whether it participates in the policy-creation process—if it chooses to ignore the Transition Policy or any of the District's policies.

As for compensation, the District expects there will be reimbursable GWI expenses in the transition agreement GWI and VISPO work out—as with every other expense GWI has incurred in the operation of the District's business as explained in the Operating Agreement.

You refer to “a mostly secret plan . . . that includes harming GWI and its business.” There is no secret plan, and the accusation is as frivolous now as it was in attorney O'Brien's first letter to me—as frivolous as the accusations in your strategic lawsuit signed subject to F.R.C.P. Rule 11 that sought to discourage Mr. Flinn's willingness to continue as a volunteer, discourage board participation generally, and attempt to create divisiveness among the District leadership. The same divisiveness Mr. Rozek's public comments to the Governing Board on May 13, 2025 was intended to create. The idea that there is some “insidious plan” could not be further from the truth as comments from Governing Board members made clear last night. The District appreciates the ideas Mr. Rozek has presented about GWI becoming a big national servicer of municipal networks and wishes him well. It simply does not want to be part of that, it wants to continue to be the source of good jobs in its part of Vermont and have full control of its destiny, and even use its surplus to reduce rates or subsidize households in need if that is what the board decides in years to come. The District is not trying to harm GWI and its business. It simply has chosen to follow a different path, one that ensures that ECFiber does not become a line item on reports that nobody in the Executive Suite of a large national corporation ever sees.

The accusations that VISPO is not experienced lack substance and are untrue. VISPO has a board of experienced directors with deep roots in their respective communities and technical chops, many of whom built the network GWI now has the fortune of operating. VISPO is in the process of organization and will certainly hire competent executive personnel in the near future and full staff prior to end of year. The argument about the language in the District's Offering Memorandum also lacks substance and has nothing to do with anything, for the reasons explained in Mr. Flinn's Motion to Dismiss GWI's lawsuit against him.

On the Clerk of the Works, you have once again cherry-picked portions of the Operating Agreement to suit your argument, as you did with the District's Offering Memorandum, which I will address summarily. “Project” is defined as “design, construct and operate one or more communications plants (the “Project”). Clearly, the Clerk of the Works has authority to oversee “operations” as that is part of the Project as it is defined. Further, the Clerk of the Works has a dispute resolution function. *Operating Agreement* ¶ 25. You say that the Clerk of the Works must

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be “independent”, but the Operating Agreement does not actually say that in the way that you imply—that a Clerk of the Works needs to be some unaffiliated neutral third party. Notably, Stan Williams is not a VISPO director as you assert—he resigned prior to his appointment as Clerk of the Works, which the Governing Board has unanimously ratified. Mr. Williams has significant background with the Project and is a clear and appropriate person to act as Clerk of the Works during this transition. Indeed, he was the day-to-day top executive during the critical startup years 2013-2014, hiring and training many of the present-day ECFiber staff. Furthermore, GWI is affirmatively obligated to “cooperate with a Clerk of the Works selected and engaged by the District.” *Operating Agreement* at Ex. A. GWI is not entitled to confine Mr. William’s role as Clerk of the Works as you suggest, and if it does so, it will be in breach of the Operating Agreement. Your argument on confidentiality is also not persuasive—Alex Rozek is not a GWI employee, or in fact a board member, yet he appears to have considerable access to GWI’s information and systems, and provides manager-level direction to GWI and its employees. This likely constitutes a change of ownership that was not noticed in timely fashion to the District, yet another source of breach. In fact, any confidentiality agreements GWI may have with employees or entered into were negotiated while the prospect of appointment of a Clerk of the Works existed, and should have accounted for that possibility in their terms. Regardless, GWI cannot restrict Mr. Williams from occupying physical space at Waterman Road. The District holds the lease at Waterman Road, not GWI which has no lease or sub-lease, and the District is entitled to grant access to Mr. Williams. Finally, the District itself has broad authority to oversee the Project and may take additional steps to do so if necessary. Again, the District would prefer to work *with* GWI on this issue rather than over GWI’s objections.

GWI continues to object to the idea that all ECFiber systems, equipment, and even office space is the District’s property, not GWI’s but has failed to actually propose what it thinks belongs to it in anything more than vague generalities—similar to the trade secrets it believes have been divulged. You refer, and have referred in previous letters, to “proprietary systems and software”, but please let us know what these are so we can begin determining whether there is an actual issue (preferably as part of transition discussions with VISPO). GWI should not have been entering into contracts for such systems and software for the purpose of operating the District’s system without the District’s knowledge, and the District is not aware of any such proprietary systems or software. GWI’s only authority is to make purchases and arrangements on behalf of the District, in the name of the District, up to \$50K, and after that there is an escalating process of approval. GWI is well aware of this; during the changeover from ValleyNet to GWI, a handful of things were found in the name of ValleyNet that should have been in the name of the District, and were corrected through the combined efforts of Fletcher Kittridge, (GWI CEO), Carole Monroe (ValleyNet CEO), Tom Cecere (GWI Vermont LLC General Manager and ValleyNet board member), F. X. Flinn and Dan Childs (District Chair and Treasurer, respectively). Moreover, all expenses of ECFiber are paid out of a District checking account (access to which has been delegated to ECFiber staff). If GWI’s concern is that it has *integrated* information for other customers, including other communications districts in Vermont, despite the District’s direction not to do so, then please advise and propose a way to disentangle that information prior to the transition. If GWI has

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licensed software or otherwise put its name on something that should be in the name of the District, this needs to be corrected immediately. A case in point is the agreement with MyBundle.

Statements in the strategic lawsuit against Mr. Flinn suggest that GWI has invested ‘millions’ in ECFiber. While this may sound good, respectfully, the District is unaware of such investments, has not approved any such investments, and as an issuer of municipal revenue bonds probably would not enter into agreements involving investments resulting in private benefit from the use of the ECFiber network. If GWI has invested millions in its own business writ large, GWI is conflating its separate business with its limited role as operator here and may have taken steps to integrate certain tasks and procedures against the direction of the District.

Finally, you demand that the District only communicate with GWI about the Transition Policy through counsel. Unless you are telling me that you do not believe your clients can be relied upon to have productive, professional conversations with my client and their designated representatives about this transition for emotional or other reasons, I have no intention of directing the District to do any such thing. The District is comprised of highly professional—if unpaid—volunteers who have committed years of their lives to bringing high speed internet to rural Vermont. I am convinced that they are perfectly capable of working through a sensible transition.

Unfortunately, to date, GWI has rebuffed every attempt to have any discussion on the District’s transition to its new operator. I ask that GWI reconsider its position once again, and open a dialogue. This transition is happening, and an agreed path forward will be more beneficial to the District and GWI than an adversarial one.

Sincerely,

*/s/ Ryan Long*

Ryan M. Long, Esq.

cc: Elijah Emerson, Esq.  
Evan O’Brien, Esq.  
East Central Vermont Telecommunications District  
Stan Williams

# EXHIBIT M

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May 16, 2025

**PRIVILEGED & CONFIDENTIAL**  
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Ryan M. Long, Esq.  
Primmer Piper Eggleston & Crammer PC  
30 Main Street, Suite 500  
P.O. Box 1489  
Burlington, VT 05402-1489

Re: Response to May 14, 2025 Letter

Dear Ryan:

This is in response to your letter of May 14, 2025.

As you are doubtless aware, Biddeford Internet Corporation d/b/a Great Works Internet and GWI Vermont, LLC ("GWI") has been forced by the actions of the District and its Chairman to resort to the intervention of the Court in an attempt to right the various material injustices and damages that the District and its Chairman have unlawfully inflicted on GWI. Accordingly, this letter will not attempt to respond to each of the points you attempt to make in your letter on the District's behalf. Instead, GWI wants to make the following key points in rejoinder:

1. The District has no "right and authority" to adopt a Transition Policy that imposes additional obligations on GWI beyond what GWI is obligated to do under the existing Operation Agreement. Nor do you point in your letter to any such applicable obligations in the Operating Agreement -- which is understandable, since there are none.

2. In terms of the appointment of Mr. Stan Williams as the District's first ever "Clerk of the Works," GWI does not quarrel with the District's authority to appoint him to that newly filled position. We could remark, but will not, on the serious question of judgment on the District's part in selecting Mr. Williams, who was a senior executive with the failed ValleyNet Operations and who oversaw that operator's many failings. But prescinding from that, GWI's quarrel is solely with the District's brazen attempt to use Mr. Williams to educate himself and

**quinn emanuel urquhart & sullivan, llp**

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then the District about -- and subsequently take -- GWI's propriety and confidential business information. This GWI will not allow. If the District nonetheless insists on imposing Mr. William's physical presence in GWI's office space, GWI will be forced to pare down the business that it conducts out of that office in order to protect its interests, and continue to provide the same high-level quality of service to the District from some other location that is more secure. We hope that the situation between the District and GWI will not come to that.

3. With respect to GWI's performance since it assumed the operator role from ValleyNet, we are literally shocked that the District would admit, through its counsel, that it has publicly prevaricated about its assessment of GWI's performance. Let me be clear: GWI does not believe that to be true. Its performance has been exemplary, and the District's attempt to dredge up some old irrelevant hiccups that allegedly occurred (and are in dispute) when GWI first assumed the operator position from ValleyNet to suggest that there are real shortcomings in GWI's performance is highly inappropriate. However, we hope it is not gratuitous to remind you that the District has a fiduciary duty to be truthful with its bondholders as well as the public. There is already real concern about the District's integrity given its representations in its Offering Memorandum about its continued relationship with GWI and its promise that it would always retain an experienced operator. S&P has already taken notice, and we reject the District's apparent attempt to blame GWI for the District's negative outlook, which is clearly the result of the District's ill-advised transition. The District is adding concerning fuel to that fire when it admits -- as it does in your letter -- that it has not told the truth to the investing public.

4. We are aware of concerns that a number of ECFiber governing board members raised for the first time during the Governing Board meeting on Tuesday, May 13, 2025 to Matt Wing. While your client's board members are free to conduct themselves as they please during their own public meeting, the reaction by some within your client's ranks was disappointing and, quite frankly, lacking in decorum. Several members raised their voices and talked over Mr. Wing. In harshly personal terms, one member even attacked Mr. Wing for purportedly living in Maine, when Mr. Wing, in fact, is a District resident who has worked for GWI for several years and, prior to that, for ValleyNet. As he committed to do, Mr. Wing has communicated your members' concerns to GWI leadership, and they are being carefully considered and will be addressed as appropriate. At the same time, because GWI's level of service has not changed and GWI never before encountered this level of vitriol from your client's board, we cannot help but question your client's coordinated and public attack on Mr. Wing simply for doing his job. We expect that sort of outburst will not occur in the future.

5. As you doubtless know but said anyway in your letter, GWI has not targeted any of its employees for replacement, either by centralized call centers or AI tools, and has not diluted their attention away from the District's business. Statements to that effect in your letter represent yet another inaccurate reference to GWI's February 11 meeting, which your client had no right to acquire, view, and disseminate. This is to put on record that if the District or its counsel continue to make such baseless accusations, GWI will pursue its rights to correct this obvious wrong.

6. Finally, you went out of your way to repeat in your letter on at least two occasions that GWI will not be the District's operator in 2026. We fully understand that and have observed



the District's desperate but so far unsuccessful attempt to conscript persons with some experience in the field to make operational its newly created VISPO entity. That being said, GWI is willing to select and then retain, at the District's expense, an appropriate expert to work with GWI to outline and implement an appropriate transition to VISPO. We are in the process of obtaining quotes for ECFiber's review and ultimate payment. Please let us know if the District agrees, and we will be back to you when we have that information. We are also closely studying the issue of software licenses and will provide a more detailed response. GWI wishes you the best of luck in this endeavor after it ceases all operations on behalf of the District at midnight on December 31, 2025.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'HJW', is positioned above the printed name.

Harvey J. Wolkoff

HJW

cc: Evan O'Brien, Esq.

# EXHIBIT N



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May 28, 2025

**BY EMAIL**

Harvey Wolkoff  
Quinn Emanuel  
111 Huntington Avenue  
Boston, MA 02199-7626  
[harveywolkoff@quinnemanuel.com](mailto:harveywolkoff@quinnemanuel.com)

**RE: Response to May 16, 2025 Letter**

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Dear Harvey:

This letter is in response to your May 16, 2025 letter. I do not intend to address the many arguments and characterizations made in your last letter or comment on the lawsuit with which you apparently plan to serve my client any day. Clearly, we disagree on many things. Instead, I would like to productively advance the conversation on three issues raised in your letter.

**Transition –**

In your last paragraph you write that GWI is willing to engage an expert to work with GWI to outline and implement an appropriate transition to VISPO. In the past, GWI has been resistant to any effort to discuss transition, so I am optimistic that this is the beginning of a process that will result in a reasonable conclusion to the relationship between GWI and the District. The District will, of course, comply with the Operating Agreement which contemplates that GWI will propose a budget for implementation of the Transition Policy. The Transition Policy contemplates a discussion between GWI and VISPO on a supplemental transition policy which will set out the finer details of the transition. The District believes that a third-party neutral may be helpful in facilitating and implementing the transition, if GWI is unwilling to discuss with VISPO directly, and suggests that GWI provide a list of potential third-parties to the District and VISPO and a proposed budget by no later than the end of business on May 30, 2025 so discussion between GWI and VISPO to create the supplemental transition policy may commence within the timeline stated in the Transition Policy.

**District Property –**

The District's position is that everything related to the operation of its network is the District's property—from physical equipment and vehicles, to software and data. I believe GWI is

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taking the position that *some* property belongs to GWI, and your correspondence appears to focus on software and licenses. I am hopeful that we have simply been talking past each other, and exploring the actual software and licenses at issue may resolve this. Obviously the physical network, trucks, office equipment, computers, and furniture belong to the District, but so do the contractor relationships and associated licenses. Also, any agreements that exceed \$50,000, would be subject to the approval of the chair and treasurer of the District, and if over \$100,000, to the approval of the Governing Board and require that the benefit of those agreements runs to the District. Attached to this letter is a preliminary summary list of contracts for services and software that the District is or was or ought to have been the named entity. This list is taken from the work done among GWI, ValleyNet and the District during late 2022 in order to clean up from pre-District formation operations and may not be comprehensive. Anything missing from this list would still be expected to be in the name of the District even if copies of the underlying contract have not been provided to the District. For example, GWI's move from Intuit to SAGE and from Vision to GAIIA. All work done in and with the system since operations began in 2011 has been on a work-for-hire basis and all intellectual property developed also belongs to the District.

Does GWI contend that any of these categories of agreement in the attached list belong to GWI and not the District? If there is no dispute on that count, please advise if there is anything else related to operation of ECFiber which GWI believes is its property. If there is some cross-over of the District's customer information with GWI's other customer's information, or a similar issue, the District's understanding is that GWI is moving all other clients to SAGE/GAIIA, then simply leaving ECFiber business in Intuit/Vision is perfectly fine with the District.

**Clerk of the Works –**

In your letter you state that if Mr. Williams works out of Waterman Road, then GWI will have to "pare down the business that it conducts out of that office in order to protect its interests . . .". Please explain what that means. I presume, but please verify, that GWI does not intend to remove the District's physical property from Waterman Road or alter or erase the District's data. Further, the District does not intend to approve any budget items for additional physical space. Please make physical space for Mr. Williams at Waterman Road.

Sincerely,

*/s/ Ryan Long*

Ryan M. Long, Esq.

cc: Elijah Emerson, Esq.  
Evan O'Brien, Esq.  
East Central Vermont Telecommunications District  
Stan Williams

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### **District Contracts**

#### **VENDOR / ORGANIZATION**

#### **Categories**

ARIN	IP services
Autumn Lane Web Studios	marketing services
Biddeford Internet Corp dba GWI	phone services, management services, marketing services
Cable Connection	construction
Calix	equipment and software
ESRI	GIS services
Eustis Cable Enterprises, LTD	construction
Eversource Energy	pole licences
Fibersmith	design services, backoffice operating system software "Vision"
Firstlight	dark fiber
Google Workspace	cloud services office productivity - ECFIBER.net
Great American Alliance Insurance Co	insurance
Hark	marketing
Intuit	software - accounting
Invest EAP	staff benefits
Joseph D. Fail Engineering Co.	design services
LymeFiber LLC	ISP
Microsoft 365	software - office productivity
Microsoft SQL Server	software - database management
multiple parties	domain name services, hosting services
multiple parties	hub location leases
multiple parties	internet café agreements
multiple parties	pole licenses
MyBundle	streaming services
Randolph Area Community Development Corp.	consulting
RSL, LLC	lease
Rural Innovation Strategies, Inc. (RISI)	consulting
Tri-Wire Engineering Services	construction
Tucows	backoffice operating system software "Platypus"
Valley Turf Services, LLC	construction
Vermont Generator Systems	maintenance
Washburn & Wilson - Indian Harbor Ins.	insurance
Windham Regional Commission	consulting

# EXHIBIT O

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June 3, 2025

Ryan Long, Esq.  
Primmer Piper Eggleston & Cramer PC  
30 Main Street, Suite 500  
Burlington, VT 05402

Re: ECFiber

Dear Ryan:

Thank you for your letter dated May 28, 2025. I would say at the outset that it is unreasonable to demand that GWI respond within two days with a proposed budget and list of third-party experts with respect to a transition, especially when it took ECFiber 12 days to respond to our May 16<sup>th</sup> letter. Also, you continue to reference without citation non-existent provisions of the Operating Agreement, as if they actually were there. With regard to reporting, for example, while GWI will continue to report on the operational, financial and construction status of the District network, there is no requirement that these reports be delivered in person or that GWI participate in operating committee meetings. GWI will provide responses to ECFiber's questions in writing, consistent with our established communication protocol.

As yet another example, while you continue to claim that the Operating Agreement requires that GWI hew to ECFiber's onerous transition policy, you fail to cite any actual provision in the Operating Agreement requiring GWI to do so—and there is none. Nonetheless, as you know, GWI never refused to cooperate with ECFiber in its attempt to transition over to VISPO, even though the Operating Agreement has no such requirement. GWI is in the process of securing estimates and evaluating requirements and costs for any transition and will provide that information when its ready.

On the issue of who owns what, again, one must look to the Operating Agreement for resolution of that issue. From your letter, you conjure up a requirement—again without reference to any actual language in the Operating Agreement—that GWI leave all items, including “software and data” for ECFiber's subsequent use. But what the Operating Agreement actually requires is that “all equipment and materials necessary to implement the construction and operation of the Project” be purchased in the name of the District. Leaving aside whether

**quinn emanuel urquhart & sullivan, llp**

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purchasing items in the name of the District means that ECFiber then owns the items, it is clear that, for example, software is not “equipment and materials” and therefore belongs to GWI. The explicit language of the Operating Agreement indicates that ECFiber is not the owner of all that it claims.

As for your Clerk of the Works, Mr. Williams emailed GWI on June 2, 2025 indicating that he plans to “stop in” at GWI’s office space in South Royalton “at some point Friday and then from time to time as needed to speak with [Tom Cecere] and department heads as necessary.” Mr. Williams described his “mandate” as “broad oversight” including as to matters well outside the scope of the parties’ Operating Agreement, which expressly contains language that delineates the role of the Clerk of the Works.

To clarify expectations: under the Operating Agreement, the role of Clerk of the Works is defined in narrow and specific terms. Section 8 provides for the appointment of a Clerk solely to oversee the construction and installation of work related to the Project, and to act as a liaison among parties involved in the construction of the communications plant. The Clerk’s role does not include operational, financial, or policy oversight over GWI. Mr. Williams’ description of the role of the Clerk of the Works and what he sees as his “mandate” diverges significantly from what the Operating Agreement provides. GWI will adhere to the latter.

Accordingly, to comply with the Operating Agreement, GWI will operate as follows:

- The Clerk of the Works may liaise with GWI with respect to communications concerning plant construction and installation. The Clerk should contact GWI in writing and in advance so as not to interrupt previously scheduled construction or installation activity. GWI will respond in writing.
- As reflected by the language in the Operating Agreement, GWI will not communicate with the Clerk of the Works concerning any other topic or issue that is unrelated to plant construction and installation. These include, but are not limited to, oversight of or involvement in network operations or ISP business activities. The Clerk of the Works will not be granted access to financial data, accounting systems, or internal financial reports. GWI will entertain no discussion with the Clerk of the Works regarding compliance with purported policies of the District.

It is ECFiber’s decision to permit Mr. Williams entry to the offices located at 415 Waterman Road. However, please be advised that any interactions or communications with Mr. Williams will be in writing as described above. Under no circumstances will Mr. Williams receive access to confidential and proprietary systems or intellectual property of GWI. Such access would violate customer confidentiality and internal GWI policies, regardless of whether Mr. Williams resigned his position as director at VISPO or not.

Further, Mr. Williams is not authorized to speak to GWI’s employees under any circumstances. Given ECFiber’s recent track record in its interactions with and behavior toward GWI’s employees, GWI will not be flexible on this point. If ECFiber insists that Mr. Williams



enter the GWI workspace to perform the purported duties of his new position, then GWI employees will work remotely, where they will continue to perform their duties without interruption and without ECFiber's purloining more of GWI's confidential and proprietary information than it already unlawfully has. Please let me know ECFiber's preference.

Mr. Williams should continue to direct any inquiries he may have regarding plant construction and installation to [operator@staff.gwi.net](mailto:operator@staff.gwi.net). While we will endeavor to address ECFiber's questions in a timely manner, all responses will be provided in writing. Should GWI, in its sole discretion, provide any GWI representative(s) to attend future ECFiber meetings, their role will be limited to delivering prepared written responses and noting any additional questions for subsequent written follow-up. This approach ensures clear communication and maintains appropriate documentation of all exchanges between the parties.

To that end, GWI acknowledges receipt of Governing Board member and VISPO director Liane Allen's email of June 2, 2025, which presents a large number of questions or action items to GWI -- by our count, 22 of them (not including any sub-parts) across a broad range of topics -- and demanding in-person responses from GWI at the Operating and Marketing Committee meeting taking place on June 4, 2025 at 7:00 PM. GWI is studying Ms. Allen's list of questions, and will provide written responses. However, under the circumstances GWI does not commit to provide those written responses by tomorrow night, nor, as noted above, does GWI commit to sending a GWI representative to attend this particular committee meeting.

We will supplement this letter as indicated as soon as additional information is available.

Very truly yours,

*/s/ Harvey J. Wolkoff*

Harvey J. Wolkoff

HJW