

**BROADBAND INTERNET ACCESS SERVICE
CAPITAL PROJECT GRANT AGREEMENT**

between



and

[Award-specific]

for

[Award-specific]

WHEREAS, the Vermont Telecommunications Authority (hereinafter “Grantor,” “VTA,” or “State”) was created by the Vermont General Assembly to advance broadband and wireless communications infrastructure throughout the State of Vermont, in No. 79 of the Acts of 2007 as amended by No. 53 of the Acts of 2011; and

WHEREAS, the Vermont General Assembly authorized Grantor to award broadband development grants (i) to retail service providers for the capital cost of equipment and facilities used to provide broadband Internet access service in unserved areas of the state, (ii) economically necessary to provide service in an unserved area, (iii) likely to result in a lower long-term cost to the state than would direct investment in VTA-owned infrastructure, and (iv) for projects competitively selected by the Grantor, all as required by No. 40, Section 49 of the Acts of 2011 (the “Appropriation Act”); and

WHEREAS, Grantor issued Broadband Notice of Grant Funding Availability, **[Award-specific]**, and received responses with applications to serve Target Grant Areas (each a “TGA”), the geographical unit for distribution of broadband internet access determined each of which represent the geographic areas with clustered locations unserved or underserved by broadband Internet access in Vermont; and

WHEREAS, **[Award-specific name]**, (referred to hereinafter as “Grantee”) (hereinafter, Grantee together with Grantor referred to as the “Parties” or individually each a “Party”) have applied to Grantor for a grant to serve locations in the TGAs described below as an extension of its existing broadband network and has demonstrated capability to implement the proposed broadband development project;

NOW THEREFORE, Grantor agrees to distribute an award to Grantee in a total grant amount not to exceed [DOLLARS (\$.00) Award-specific] (hereinafter "Grant Funds") and Grantee agrees to the following terms and conditions, including but not limited to the terms and conditions found in Attachments A, B, C and D, such Attachments incorporated into this contract by reference (the "Agreement").

TERMS AND CONDITIONS

1. **SCOPE OF GRANT PROJECT:** [Award-specific] In exchange for the Grant Funds, Grantee hereby agrees to develop and to operate broadband Internet access consistent with the Service Requirements (defined below) and other terms and conditions of this Agreement to the locations in Vermont specified in Attachment A, represented by the TGAs (the "Awarded TGAs") awarded to Grantee and listed in Table 1 below (the "Grant Project"). Grantee hereby agrees to perform this Agreement in accordance with the distribution of Grant Funds and to invest the Minimum Required Grantee Contributions as described in Table 1:

TGA Name (see Attachment A)	Number of Locations	Grant Funds Distribution	Minimum Required Grantee Contribution
Total:			

2. **MAXIMUM AMOUNT OF GRANT FUNDS:** [Award-specific] In accordance with the payment provisions in **Section [__]**, Grantor agrees to disburse to Grantee up to but not more than the total Grant Funds for completion of the Grant Project. The Parties agree that Grant Funds shall be applied to the Grant Project in the amount authorized for each Awarded TGA as allocated in the table above and that Grantee's minimum investment in each Awarded TGA shall be the Minimum Required Grantee Contribution, specified in Table 1. In the event that Grantee does not expend the Minimum Required Grantee Contribution in any Awarded TGA, Grantor shall be entitled to reduce the Grant Funds allocated to the Awarded TGA by the percentage of the total amount of the Minimum Required Grantee Contributions not expended by Grantee for that Awarded TGA. In the event that the allocation of Grant Funds or the number of unserved locations applicable to any Awarded TGA is reduced by the VTA, Grantee may reduce the Minimum Required Grantee Contribution by a percentage equal to that reduction when compared to the applicable total.

3. **CONDITIONS OF GRANT:** The delivery of the Grant Funds are conditional upon the acceptance and performance by Grantee of the following provisions and the conditions of the Appropriations Act, incorporated herein by reference:

a. **CONSTRUCTION OF SERVICE REQUIREMENTS:** **[Award-specific]** Grantee agrees, as a condition of delivery of the Grant Funds, to (i) install **[equipment]** adequate to serve 100 percent of the eligible locations in the Awarded TGAs listed in Attachment A including all residential and business premises; (ii) offer broadband internet access to the eligible locations in the Awarded TGAs, under the same terms and conditions as Grantee offers service in Vermont outside the Grant Project; and (iii) design and build facilities throughout the Awarded TGAs capable of providing to each eligible location a minimum one megabit per second upload speed, and combined download and upload speeds equal to or greater than five megabits per second (collectively (i), (ii) and (iii) are the "Service Requirements"). No provision of this Agreement shall obligate Grantee to activate broadband Internet access or other services at an eligible location without a subscription agreement with a customer or continue such access or services in the event the customer fails to abide by the Grantee's terms or conditions of service.

b. **REPORTING:** In addition to the Schedule (as defined at Subsection 3.g), Grantee agrees to submit electronically to Grantor reports in the format provided at Attachment B, with all attendant supporting documentation categorized as required by Attachment B and D, within thirty (30) days of execution of this Agreement, and every ninety (90) days thereafter (the "Reports"). Grantee also agrees to provide Grantor with verbal status updates with respect to matters included in the Reports, including but not limited to progress regarding the Grant Project and any known impediments or delays, upon Grantor's reasonable request but not more frequently than on a monthly basis. The Reports will include the street addresses of eligible locations in each of the Awarded TGAs and will evidence completion of construction required to deliver the Service Requirements by eligible location (by street address) for each Awarded TGA. Grantor is entitled to rely on the Reports to determine performance of the Grant Project and to determine each eligible location in the Grant Project at which the Service Requirements are available. Failure to submit written Reports when due may result in deferred distribution of the Grant Funds to the completion of the Grant Project in increments of five percent (5%) of the total Grant Funds per failure to timely submit, at the discretion of the VTA. In no event shall Grantor's receipt of any Report be construed as Grantor's acceptance of the work of the Grant Project, or Grantor's agreement to a modification of the terms of this Agreement.

c. **GRANTEE EXPENDITURE OF CONTRIBUTION:** Grantee has estimated its construction costs for the Grant Project and its contribution of construction costs using the method as approved in NGF VTA2013-137. Grantee warrants that the Minimum Required Grantee Contribution together with the Grant Funds is sufficient to construct the system improvements required to perform the Service Requirements and complete the Grant Project to all unserved eligible locations within each Awarded TGA.

d. **COMPLETION DATE:** Grantee covenants to complete the Grant Project and all

Grantee's obligations under this Agreement by or before **[Award-specific]**. Grant Funds not expended by **[Award-specific]** may be withdrawn from this Agreement and reallocated by Grantor to other projects allowed under the Appropriations Act upon thirty (30) days written notice to Grantee.

e. **COST TO STATE:** In reliance on information provided by Grantee in its application under NGF VTA2013-137, and as required by the Appropriation Act, Grantor has determined that disbursement of the Grant Funds is economically necessary to provide service to the eligible locations in the Awarded TGAs, and that expenditure of the Grant Funds is likely to result in a lower long-term cost to the state than would direct investment in VTA-owned or State of Vermont-owned infrastructure. As a condition of delivery of the Grant Funds, Grantee warrants to Grantor that (i) the facts and estimates provided in its response to NGF VTA2013-137 are, to the best of Grantee's knowledge, correct and true; and (ii) the Grant Funds are economically necessary to perform this Agreement, build or produce the Grant Project, and to operate the Required Services to the Awarded TGAs and that it would not otherwise be economical for Grantee to build extensions of its network for broadband access to 100 percent of the eligible locations in the Awarded TGAs.

f. **GRANTEE'S PAYABLES:** Grantee agrees to timely pay all amounts due its subcontractors, suppliers, vendors, equipment lessors in performance of the Grant Project, and further agrees to timely pay the State of Vermont with respect to sales, use and excise taxes, if any, applicable to development of the Grant Project. The Grant Project, or any part thereof, shall not be encumbered by a mechanics lien or other encumbrance resulting from Grantee's non-payment of obligations due and payable.

g. **PROJECT DELIVERABLES:** Grantee shall prepare in writing delivered to Grantor within thirty (30) days of the commencement of the Term, a schedule (the "Schedule") for the work required to provide the Service Requirement for each Awarded TGA and the Schedule shall established the sequence, estimated budget, and dates by which Grantee will perform the key activities, such as:

[Award-specific]

Grantee shall submit updated Schedules every ninety (90) days with the Reports, including identification of deviations from the originally submitted Schedule. In no event shall Grantor's receipt of any Schedule be construed as Grantor's acceptance of the work of the Grant Project, or Grantor's agreement to a modification of the terms of this Agreement.

h. **PERMITTING:** Grantee shall obtain, at its sole cost, all necessary permits, governmental approvals, easements and use rights necessary for the construction, use, repair and maintenance of the Grant Project.

i. **COST of MATERIALS:** Grantee will not buy materials and resell them to the Grant Project (as a component of Grantee's capital contribution to the Grant Project or as an

expenditure paid for with Grant Funds) at a profit.

4. **REQUIREMENTS MET BY GRANTOR:** The Appropriations Act and other legislation established conditions and criteria applicable to the disbursement of the Grant Funds. Grantor represents that it has performed those requirement expressly including but not limited to the following:

a. **PUBLIC COMMENT:** VTA has solicited public comment as required by statute in a proceeding opened September 8, 2011 (RFC VTA2011-A02).

b. **COORDINATION WITH AOA:** Locations within the Awarded TGAs reflect the locations identified by the Agency of Administration pursuant to its duties under 3 VSA 2222b (b).

c. **AUTHORIZATIONS:** Grantor has obtained, as of the date of this Agreement, the authorizations required to award the Grant Funds and to enter into this Agreement.

5. **TERM.** The term of this Agreement shall begin on **[Award-specific]** and end on **[Award-specific]** (the "Term"). In the absence of a Force Majeure event or other events of any kind outside the control of Grantee (including but not limited to shortages in the production of supplies and/or equipment necessary to complete the Grant Project), Grantee agrees that the Term will not be extended and represents and warrants to Grantor that the entire Grant Project can reasonably be expected to be completed prior to expiration of the Term.

6. **NOTICE.** All notices and other communications provided for under this Agreement shall be delivered in writing sent to Grantor at:

Vermont Telecommunications Authority
One Hundred State Street, Suite 342
Montpelier, Vermont 05620-3205
Attention: Executive Director

and to Grantee at: **[Award-specific]**

with a copy to: **[Award-specific]**

or such other address as each party shall designate and properly provide by notice pursuant to this provision.

All notices shall be deemed given (i) if sent by certified or registered mail, three days after being postmarked, and (ii) if sent by overnight delivery service, when received at the above stated addresses or when delivery is refused. No transmission by electronic means shall constitute legal or physical notices for purposes of the Agreement. The exception to the requirements of notice in this Section 6 shall be the submission of

Schedules, Reports, payment records and expenditures, and delivery of payments, which may be sent by United States Mail or electronically unless otherwise agreed by the parties in writing.

7. **DISBURSAL OF GRANT FUNDS.** The Grant Funds will be disbursed from time to time to Grantee upon delivery and Grantor's approval of the Schedule and each Report for each Awarded TGA in an amount that reflects properly documented Project expenditures less the apportioned Minimum Required Grantee Contributions, providing that Grantee is otherwise in compliance with this Agreement. Grantee will account for products actually delivered or services actually performed, documented in Grantee's "Notice of Grant Expenditures" which shall be consistent with the requirements of Attachment D and delivered to Grantor once in each calendar month until the Grant Project is complete. In no event shall Grantee make any expenditure of the Grant Funds that is not part of, used in, or required by the Grant Project, consistent with the project budget supplied by Grantee in the Schedules.

Grantee agrees to cooperate, at Grantee's expense, with all Grantor's reasonable effort to monitor and verify Grantee's expenditures (of both Minimum Required Grantee Contributions and Grant Funds) and performance progress, including but not limited to on-site visits in the field and to Grantee's offices. Grantor shall have the right to audit Grantee's expenditure of the Grant Funds and the Minimum Required Grantee Contributions. Grantee shall make its records available for audit, at Grantor's expense. However, where Grantor's audit by a qualified auditor identifies (i) expenditures that are, cumulatively, ten percent (10%) or more above any budget for an Awarded TGA, or (ii) three or more incidences of expenditures inconsistent with the terms and conditions of the Agreement or the scope of the Grant Project, then Grantee shall reimburse Grantor for Grantor's audit expenditures within sixty (60) days of Grantor's written request. Grantor's auditor will supply the audit in writing directed to and for the benefit of Grantor and Grantee.

8. **WIND UP OF GRANT PROJECT; RELEASE.** Within thirty (30) days of making the Required Services available at all eligible locations in the Grant Project, Grantee shall issue a final iteration of the Reports and the Notice of Grant Expenditures. In addition, Grantee shall certify to Grantor in writing that (i) the Service Requirements have reached all eligible locations in the Awarded TGAs, (ii) Grantee has expended the Minimum Required Grantee Contribution in each Awarded TGA (or specified any shortage), and (iii) Grantee has delivered all documentation required hereunder. In the event that Grantee has not expended the Minimum Required Grantee Contribution in any Awarded TGA, Grant Funds allocated to such Awarded TGA equaling the percentage of the difference between the expended Minimum Required Grantee Contribution and the total Minimum Required Grantee Contribution for each Awarded TGA stated in Table 1 shall be returned by Grantee's bank draft or check to the Grantor with the final Reports. Within thirty (30) days of Grantor's receipt and acceptance of the last Reports, Notice of Grant Expenditures, and the required certification, and any return of Grant Funds required hereunder, Grantor shall deliver a written release with regard to the Grant Funds to Grantee, waiving an audit of the Grant Project. Grantee agrees that

until such release and acceptance is issued by Grantor the Grant Funds are subject to reimbursement to Grantor in whole or in part. Grantor shall not be deemed to have accepted any defective or non-conforming work or a waived any right or claim of the State under this Agreement by acceptance of the final Reports, Notice of Grant Expenditures and required certification, or by waiving its right to a project audit.

9. **BREACH/RECAPTURE OF GRANT FUNDS/TERMINATION OF AGREEMENT.** If Grantee does not fulfill in a timely and proper manner its obligations under this Agreement, or violates any material term or condition of this Agreement, Grantor may, upon thirty (30) days prior written notice to Grantee and opportunity to cure such violation therein described, bring suit for nonperformance and for return of any portion or all of the Grant Funds. If the breach subject to notice is reasonably cured and evidence thereof supplied to Grant prior to the end of the notice period, Grantor shall withdraw such notice of breach. The parties agree that specific performance is an acceptable remedy, but only in the event that Grantee is not adjudged bankrupt, has not filed for protection from creditors, and is not more than sixty (60) days behind the Schedule first established. Upon Grantee's uncured material nonperformance, Grantor may demand return of the entire amount of the Grant Funds to forever retain or reallocate to a third party selected by Grantor, its successors or assigns. Nothing in this Agreement shall limit Grantor's remedies in law or in equity.

Grantor may also demand return of the Grant Funds to protect itself from loss, including legal fees, from any good faith claim for unsatisfactory job progress, defective construction, disputed work, third party claims, and/or claims that Grantee has failed or refused to pay its subcontractors, suppliers or employees. In the event Grantor demands return of the Grant Funds to guarantee the satisfactory performance of the Grant Project or compliance with any of the provisions of this Agreement, Grantor shall submit written evidence to Grantee substantiating Grantor's reasonable determination of non-performance or non-compliance. Upon ten (10) days of Grantee's receipt of Grantor's good-faith, substantiated demand for return of the Grant Funds, or any part of them, Grantee shall return the Grant Funds to Grantor or place the amount contested in a third party escrow account reasonably acceptable to Grantor pending resolution of Grantor's demand.

10. **APPROPRIATIONS.** If legislative appropriations are insufficient to support this Agreement, then this Agreement shall not be construed as a commitment by Grantor to fund this or any future projects by the Grantee. Notwithstanding the foregoing, Grantee or Grantor shall have the right to terminate this Agreement in the event of a suspension of the Grant Project for more than 30 days or any cancellation of the Agreement due to insufficient legislative appropriations or a failure of support from the State or any other regulatory body with authority over the Grant Project. Upon any such termination, Grantee shall have the right to receive full payment for and/or retain Grant Funds previously distributed for all work performed by Grantee through the effective date of termination.

11. RECOGNITION. If Grantee, or any third party issues a press release, public communication or product pertaining to any activity assisted in whole or in part with Grant Funds, then such issued material shall be approved in advance by Grantor and shall include a statement that the activity is “partially funded by the Vermont General Assembly and the Vermont Telecommunications Authority’s Broadband Grant Program.” Grantee will coordinate in advance with Grantor to notify the public upon completion of the Grant Project in any Awarded TGA, and agrees to participate to the satisfaction of Grantor in Grantor’s or Grantor’s representative’s initiatives to publicize the availability of the Service Requirements and/or the Grant Project.

12. AMENDMENT; PROJECT CHANGES. No changes, modifications, or amendments to the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered, and signed by the duly authorized representatives of the Parties. Any request for project changes by the Grantee including, without limitation, changes affecting the scope of the Grant Project or the timetable for completion, must be made in writing to Grantor, who shall issue a written response in a timely manner. Upon mutual agreement by the Parties to a project change, the Parties shall amend this Agreement accordingly.

13. PARAGRAPH TITLES. The titles to the paragraphs of this Agreement are used solely for purposes of identification, and are not to be considered a part of this Agreement or to be construed as affecting the meaning of the language of the paragraphs.

14. REPRESENTATIONS AND WARRANTIES. Grantee represents and warrants to the State as follows:

- a. Grantee is financially able and legally authorized to perform its obligations under this Agreement.
- b. Grantee has received all consents and approvals required to enter into this Agreement and to engage in the transactions contemplated hereby.
- c. Grantee has sufficient qualified, experienced personnel to administer and conduct the work in a prompt, skillful and competent manner in accordance with the requirements of the Agreement.
- d. Grantee is able to obtain and furnish the labor, materials, and equipment required to complete the work.
- e. Grantee’s execution of this Agreement and the performance thereof is within the corporate powers of Grantee and has been duly authorized by all requisite corporate action.
- f. Grantee is duly registered to do business in the State of Vermont.
- g. Grantee has not (i) filed nor imminently is filing for adjudication of bankruptcy, (ii) made nor is imminently making a general assignment for the benefit of its creditors, nor (iii) received notice of appointment of a receiver on account of Grantee’s insolvency.

15. SAFETY: Grantee shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

(i) all employees working on the Grant Project and all other persons who may be affected thereby;

(ii) all materials and equipment, whether in storage on or off-the site of the Grant Project, under the custody or control of Grantee, or any of its subcontractors; and

(iii) other property at the site of any construction or installation and adjacent thereto, including trees, shrubs; lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Grantee shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. Grantee shall erect and maintain, as required by existing conditions and progress of the Grant Project work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

16. **OWNERSHIP AND OPERATIONS:** Grantee will have sole ownership and operating rights of all assets of the Grant Project including, but not limited to, all cable and conduit, telecommunications equipment and any and all other assets purchased, leased or used in connection with the Grant Project. The operations and management of the facilities that constitute the Grant Project, including, but not limited to, marketing, pricing and expansion of services shall be Grantee's sole responsibility. Grantor shall not have any managerial rights or other rights to control, whether by ownership or otherwise, of Grantee or the Grant Project. Grantee agrees that it shall be responsible for all necessary repair and maintenance of the facilities of the Grant Project for a period of not less than one (1) year after completion and final payment of Grant Funds. Except for defects of materials or workmanship under the warranty provision in Section 17, any repair and maintenance work on the Grant Project facilities will be performed by Grantee for third parties at Grantee's then current time and material rates or at rates otherwise agreed to by Grantee.

17. **WARRANTY; CORRECTION OF WORK:** Grantee warrants and represents that each of its employees, independent contractors or agents assigned to perform services hereunder shall have training, background and skills reasonably commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned. Grantee hereby warrants and guarantees its work and the Grant Project against all defects of materials and/or workmanship and agrees to correct, repair, or replace promptly any components of the Grant Project that are defective or do not conform to the requirements of this Agreement. If Grantee does not (i) commence work to repair or replace defective materials or workmanship or (ii) provide written notice and substantive proof to Grantor of Grantee's good faith dispute of Grantor's defect claims within thirty (30) days after delivery of Grantor's written notice of defect, Grantor shall have the right but not the obligation to complete or cure defects in the Grant Project and to invoice Grantee for the reasonable value of Grantor's additional services and expenses, whether or not such costs and expenses exceed Grantee's estimates for the Grant Project. This Section 17 shall survive the certification of Grantee issued under Section 8 for a period of 12 months.

18. TERMINATION

a. **BY GRANTEE.** At any time following the receipt of Grant Funds, Grantee may not terminate this Agreement or Grantee's obligations with regard to performance of the Agreement and the Grant Project, except in the event that Grantor fails to distribute Grant Funds or otherwise fails to make payment to Grantee when obligated to do so under the terms of this Agreement. Upon any such termination, Grantee shall be entitled to receive full and equitable payment and distribution of Grant Funds for all work properly performed by Grantee through the effective date of termination. Prior to receipt of the Grant Funds, Grantee may terminate this Agreement without liability upon ten (10) days' notice to Grantor.

b. **BY GRANTOR.** If (i) Grantee is adjudged bankrupt, (ii) Grantee makes a general assignment for the benefit of its creditors, (iii) a receiver is appointed on account of Grantee's insolvency, (iv) Grantee persistently or repeatedly refuses or fails to meet the budget or schedule of the Grant Project as documented in the Schedule and Reports, or otherwise fails to proceed with diligence on the Grant Project, (v) Grantee fails to make timely payment to Subcontractors for labor or to vendors for materials incorporated into the Grant Project, (vi) Grantee persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over the Grant Project, (vii) the representations or warranties of Grantee are not or are no longer true, or (viii) Grantee is otherwise in material breach of a provision of this Agreement, then the Grantor may, without prejudice to any right or remedy, and after giving Grantee thirty (30) days prior written notice as an opportunity to cure, terminate the Agreement and demand return of the Grant Funds to Grantor. The parties shall, within ten (10) days of the effective date of termination, appoint an independent third party master mutually acceptable to both parties to arbitrate and issue a binding decision of the fault, if any, for breach of the Agreement, to return Grant Funds to Grantor as appropriate, and to release to Grantee that portion of the Grant Funds that reflects the value of the work completed by Grantee in terms of the number of additional eligible locations served in any Awarded TGA. The terms of Sections 9, 17 and 18 shall survive termination of the Agreement for a period of one year from the date of termination.

19. **FORCE MAJEURE:** The Parties' performance under this Agreement is subject to acts of God, war or civil commotion, fire, earthquake, or other natural disaster, strikes, labor unrest, any acts of any federal, state, or local government or regulatory agency, or any other cause beyond the Parties' control, making it illegal or impossible to perform their respective obligations under this Agreement ("Force Majeure"). If a Party asserts Force Majeure as an excuse for failure to perform the Party's obligation, then the nonperforming Party must prove that it took reasonable steps to minimize delay or damages caused by unforeseeable events, that the Party substantially fulfilled all non-excused obligations, and that the other Party was timely notified of the likelihood or actual occurrence of an event of Force Majeure.

20. SITE CONDITIONS: Physical conditions encountered during performance of the Grant Project work are presumed to be known to Grantee and accounted for in the estimated costs and time to perform under this Agreement. Notwithstanding the limitations on performance of the Parties in the event of Force Majeure, neither the Grant Funds nor the Term shall be adjusted for changes in the cost or time for performance based on physical conditions, regardless of whether such conditions were unforeseen or undetected.

SAMPLE

The signatures of the undersigned Parties indicate that each has read this Agreement in its entirety and agrees to be bound by the provisions enumerated therein

GRANTOR: VERMONT TELECOMMUNICATIONS AUTHORITY

By: _____ Date: _____

Christopher J. Campbell
Executive Director

GRANTEE:

By: _____ Date: _____

Name: _____

Title: _____
(print)

SAMPLE

Attachment A: Locations to be Served

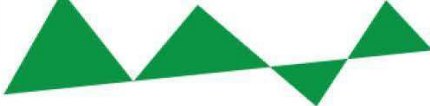
[Award-specific]

SAMPLE

**ATTACHMENT B:
REPORTING TEMPLATES**

Conforming to the following templates, Grantee shall submit to Grantor a project report for each TGA, within thirty days of the commencement of the Term, including schedule (the “Schedule”) for the work to provide the Service Requirement as required in section 3.(g) of the Terms and Conditions of this agreement, and every thirty days thereafter which shall address the status of project, record expenditure of Grantee’s contributions and Grant Funds to date, and otherwise contain the information contained within the templates.

SAMPLE



Vermont Telecommunications Authority
Vermont Telecommunications Authority
Monthly Narrative Report Form

Note: Make all entries in the yellow highlighted areas only.

1. Award Name	2. Check Type of Report		
	Quarterly Ending	Final	
3. Award Number	4. Funding Period		
			5. Reporting Period
6. Award Date	From:		From:
	To:		To:
7. Recipient Name and Address	9. Name of Contact Person		
	10. Telephone Number and email		
11. Overall Project Name			

Summary of Past Activities
*Compilation of all past activities since the grant was awarded (September 1, 2012)

Summary of Current Activities
*What has happened since the last report

Outstanding or Pending Issues
* Are there any Issues that have not been resolved or Issues that have arisen to delay work.

Deliverables (attached)
Please attach the original work plan and budget

Draft Master Project Plan and Budget

Key Activities	Start date	Targeted end date	Actual end date
Project engineering			
Right of Way preparation			
Construction/Installation of fiber			
Turn-up, test and database work			
Date of field inspection with VTA representative			
Notice to customers of service availability			

Description	Milestone Value	Invoice Value	10% Withheld	Net
Project engineering				
Right of Way preparation				
Construction/Installation of fiber				
Turn-up, test and database work				
Date of field inspection with VTA representative				
Notice to customers of service availability				
Total Project Cost	\$0	\$0	\$0	\$0



Vermont Telecommunications Authority

Monthly Reporting Form

Vermont Telecommunications Authority Monthly Financial Report Form				
Note: Make all entries in the yellow highlighted areas only.				
1. Award Name		2. Check Type of Report		
		Month Ending		Final
3. Award Number		4. Funding Period		
		5. Reporting Period		
6. Award Date		From:	From:	
		To:	To:	
7. Recipient Name and Address		8. Payee (Where check is to be sent if different from 7)		
9. Name of Contact Person		10. Telephone Number and email		
11. Project Name				
12. Budget and Expenditure Data		12c. Expenditures		
		12a. Award Budget	12b. Prior Expenditures	Award Balance
Project Activities:				
Project engineering		\$0	\$0	\$0
Right of Way preparation		\$0	\$0	\$0
Construction/installation of fiber		\$0	\$0	\$0
Turn-up, test and database work		\$0	\$0	\$0
Date of field inspection with VTA representative		\$0	\$0	\$0
Notice to customers of service availability		\$0	\$0	\$0
Total Program		\$0	\$0	\$0
13. Financial Report Section		Award Budget	Prior Expnd.	Expended
		Balance		
a. Total Program as of date:		\$0	\$0	\$0
b. Less: Cumulative Program Income				\$0
c. Net program outlays (line a. minus line b.)		\$0	\$0	\$0
d. Cash Advance		\$0		\$0
e. Total for Program		\$0	\$0	\$0
h. Grant payment requested this period			\$0	
14. Certification				
I certify to the best of my knowledge and belief the data included on this report are correct, all supporting documentation is on file and available for inspection and that all outlays have been or will be made in accordance with the sub grant conditions or other agreement and that payment is due and has not been previously requested.		Signature of authorizing official		Date Submitted
		Typed or printed name and title		Tel. Number
Note: Make all entries in the yellow highlighted areas only.				



Vermont Telecommunications Authority

Monthly Reporting Form

Vermont Telecommunications Authority Monthly Build Out Report Form						
Note: Make all entries in the yellow highlighted areas only.						
1. Award Name	2. Check Type of Report					
3. Award Number	Quarter Ending			Final		
	4. Build Period			5. Reporting Period		
6. Award Date	From:		From:			
	To:		To:			
7. Recipient Name and Address						
9. Name of Contact Person						
10. Telephone Number						
11. Project Name						
12. Projects						
	<u>[Award specific metrics]</u>					
Total	0	0	0	0	0	0
12. Certification						
I certify to the best of my knowledge and belief the data included on this report are correct, all supporting documentation is on file and available for inspection and that all outlays have been or will be made in accordance with the sub grant conditions or other agreement and that payment is due and has not been previously requested.	Signature of authorizing official					Date Submitted
	Typed or printed name and title					Tel. Number
Note: Make all entries in the yellow highlighted areas only.						

SAMPLE

ATTACHMENT C
CUSTOMARY STATE GRANT PROVISIONS

1. Entire Agreement: This Agreement including its Attachments represents the entire agreement between the Parties on the subject matter. Except as expressly stated herein, all prior agreements, representations, statements, negotiations, and understandings between the Parties shall have no effect.
2. Applicable Law: This Agreement will be governed by the laws of the State of Vermont.
3. Appropriations: This Agreement extends into more than one fiscal year of the State (July 1 to June 30). If appropriations in subsequent fiscal years covered by this Agreement are insufficient to support the Grant Funds, the State may suspend or cancel this Agreement or disbursement of the Grant Funds at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority, in accordance with Section 10 of the Agreement.
4. No Employee Benefits For Grantees: Grantee understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation and sick leave, workers' compensation or other benefits or services available to State employees, nor will the State withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. Grantee understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by Grantee, and that information as to grant income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes, where required.
5. Independence, Liability: Grantee will act in an independent capacity; no employee, director, officer, or agent shall act as officers or employees of the State. Grantee shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of Grantee's acts and/or omissions in the performance of this Agreement.
6. Insurance: Before commencing work on the Grant Project Grantee must provide certificates of insurance acceptable to the VTA to show that the following minimum insurance coverage is in effect. It is the responsibility of the Grantee to maintain current certificates of insurance on file with the VTA through the Term. Insurance coverage required to commencement of the Grant Project includes:
 - a. Workers' Compensation: With respect to all operations performed, Grantee shall carry workers' compensation insurance in accordance with the laws of the State of Vermont.

b. General Liability and Property Damage: With respect to all operations performed under this Agreement, Grantee shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and completed Operations
Personal Injury Liability, and
Contractual Liability

Each policy shall be on an occurrence form and limits shall not be less than:

\$1,000,000 per Occurrence
\$1,000,000 General Aggregate
\$1,000,000 Products / completed products aggregate
\$ 50,000 Fire and Legal Liability

c. Automotive Liability: Grantee shall carry automotive liability insurance covering all owned, non-owned and hired vehicles, used in connection with the Grant. Limits of coverage shall not be less than \$1,000,000 with a combined single limit.

d. Professional Liability Insurance: Before commencing work on the Grant Project, Grantee shall procure and maintain professional liability insurance for any and all engineering services performed under this Agreement, with minimum coverage of \$1,000,000.00 per occurrence.

e. No Liability for Coverage Limits: No warranty is made that the coverage and limits listed herein are adequate to cover and protect the assets of the Grant Project, the interests of Grantee, or Grantee's operations. The insurance requirements of this Agreement are solely minimums that have been set to protect the interests of the State.

7. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Grantee, including but not limited to bills, invoices, progress reports and other proofs of work.

8. Records Available for Audit: Grantee will maintain all books, documents, payroll papers, accounting records, correspondence, and other evidence pertaining to costs incurred under this Agreement and make them available at reasonable times during the Term and for three years thereafter for inspection by any authorized representatives of the State. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved or concluded. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement. The documents associated with this agreement may also be subject to the disclosure requirements of the Vermont Public Records Act, codified at Title 1, Section 315 et seq., and its lawful exceptions.

9. Fair Employment Practices and Americans with Disabilities Act: Grantee agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Grantee shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990 that qualified individuals with disabilities receive equitable access to the services, programs, and activities

provided by the Grantee under this Grant Agreement. By signing this Agreement, Grantee certifies that it is in compliance with all requirements of the Federal Office of Civil Rights to have an Equal Opportunity Plan. Grantee will comply with state minimum wage laws and regulations, as applicable to the work to perform the Grant Project.

10. Set Off: The State may set off any undisputed sums which the Grantee owes the State against any sums due the Grantee under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter. For purposes of this Attachment C, Section 10, “disputed sums” are any amounts that the State alleges, directly or by operation of law, to be due from Grantee (or either of them) for which Grantee has received a written demand and has timely filed a claim or grievance against the State with a court or tribunal of competent jurisdiction to request relief, reduction, or rescission of the demand, which claim or grievance has not been dismissed or decided.

11. Taxes Due To the State:

a. Grantee understands and acknowledges responsibility, as applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

b. Grantee certifies under the pains and penalties of perjury that, as of the date the Agreement is signed, the Grantee is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

c. Grantee understands that any payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Grantee is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

d. Grantee also understands the State may off-set taxes (and related penalties, interest, and fees) due to the State of Vermont, but only if the Grantee has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Grantee has no further legal recourse to contest the amounts due.

12. Subgranting: Grantee shall not assign or sub-grant the performance of this Agreement or any portion thereof to any third party without prior written approval of the State. This provision shall not apply to vendors, from whom Grantee purchases materials, supplies and services in the production of the Grant Project. A sub-grantee would receive an interest in the Grant Funds and in the ownership or operation of the Grant Project. Any approved sub-grantee must be advised by the Grantee of this Agreement and all material requirements of state law. An authorization to sub-grant the award does not release Grantee from the obligations of this Agreement. Grantee shall incorporate the work of sub-grantees into reports and schedules required by this Agreement. As a condition of sub-grantee approval, Grantee must establish monitoring procedures for sub-grantees’ use of the Grant Funds.

13. No Gifts or Gratuities: Grantee shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State or the VTA during the term of this Agreement.

14. Copies: All written reports prepared under this Grant Agreement will be printed using both sides of the paper.

15. Suspension and Debarment: Non-federal entities are prohibited by Federal Executive Orders 12549 and 12689 from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 and nonprocurement transaction (grants). By signing this Agreement, Grantee certifies that Grantee, its subsidiaries, parent organization, and principals are not suspended or debarred by the federal General Services Administration from federal procurement or nonprocurement (grant) programs.

SAMPLE

ATTACHMENT D REQUIREMENTS FOR DISTRIBUTIONS OF GRANT FUNDS

Notice of Grant Expenditures (Section 8) Instructions: Grantee will submit by email Notices of Grant Expenditures and supporting documentation to the VTA at the following address:

Vermont Telecommunications Authority
info@telecomvt.org
Subject: **[Award-specific]**

Supporting documentation will include:

1. contract number,
2. references by vendor, date, material (if any) and amount for paid invoices,
3. allocation of internal resources by rate, type, and quantity, and
4. a copy of any relevant contract between Grantee and any contractors, vendors, or suppliers.

Grantor may request additional detail supporting each report at its discretion. Each notice must be accompanied by detailed documentation supporting each category to include:

- General Grant Information:
 - TGA name or names
 - Budget category* for each cost
 - Grant Number **[Award-specific]**
 - Grantee's name, address, telephone
 - Date of Notice
 - Percentage of Grantee's contribution expended per TGA
- For Equipment Invoices submitted with Notice: **[Award-specific]**
 - Cost per item
 - TGA location (if applicable)
 - Description of equipment (i.e. make, model)
 - Serial number (if applicable)
- For Site and Make-ready, Work Invoices for costs submitted with Notice: **[Award-specific]**
 - Cost per pole or location
 - Site location
 - Work performed
 - Contractor performing services

***Budget categories:** The budget categories shall be the titles of the Key Activities, which, per the Conditions of this Agreement, shall be submitted by the Grantee within 30 days of the commencement of the Term. Additionally, with prior approval by the Grantor, an item may be submitted with a Budget Category of "Expense without Budget".