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CHRISTOPHER T. SUNUNU
GOVERNOR

STATE OF NEW HAMPSHIRE

OFFICE OF STRATEGIC INITIATIVES

107 Pleasant Street, Johnson Hall
Concord, NH 03301-3834
Telephone: (603) 271-2155
Fax: (603) 271-2615

DIVISION OF PLANNING
DIVISION OF ENERGY
www.nh.gov/osi

August 26, 2020

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court, and

His Excellency, Governor Christopher T. Sununu
And the Honorable Executive Council
State House
Concord, NH 03301

INFORMATIONAL ITEM

Pursuant to RSA 21-P:43, RSA 4:45, RSA 4:47, and Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15 and 2020-16, Governor Sununu has authorized the Office of Strategic Initiatives (OSI) to take the following actions:

1. Accept and expend \$13,907,239.00 in Federal Funds from the Coronavirus Aid, Relief, and Economic Security (CARES ACT) for the purpose of administering the Governor's Emergency Relief Funds to improve broadband infrastructure, effective from the date of the Governor's approval through December 31, 2020. 100% Federal Funds.
2. Authorize OSI to enter into grant agreements with various vendors, for a total amount not to exceed \$13,907,239.00 to complete their scope of services required for improvements to New Hampshire's broadband and internet infrastructure, effective upon your approval through December 30, 2020. 100% Federal Funds

Funds to be budgeted in SFY2021 as follows:

01-02-02-024010-19270000		
BROADBAND EXPANSION PROGRAM		
<u>CLASS</u>	<u>ACCOUNT</u>	<u>TRANSFER REQUEST</u>
072 – GRANTS FEDERAL	502627- Competitive Process Grants	\$12,315,239.00
072 – GRANTS FEDERAL	500574- Grants to local Gov's-Federal	\$ 1,592,000.00
	TOTAL EXPENSES	\$13,907,239.00
<u>SOURCE OF FUNDS</u>		
00D – TRANSFER OF FEDERAL FUNDS	488502	\$13,907,239.00
	TOTAL FUNDS	\$13,907,239.00

The Honorable Mary Jane Wallner, Chairman
Fiscal Committee of the General Court, and

His Excellency, Governor Christopher T. Sununu
And the Honorable Executive Council
State House
Concord, NH 03301

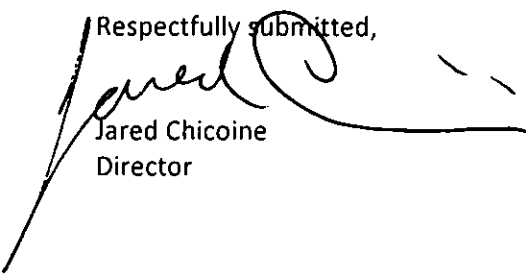
EXPLANATION

The Governor has authorized the allocation and expenditure of up to \$50 million in emergency funding from the CARES Act Coronavirus Relief Fund for the purpose of expanding broadband and internet access in unserved areas in New Hampshire. The Connecting New Hampshire – Emergency Broadband Expansion Program will address these challenges for students participating in remote learning, as well as other Granite Staters utilizing the internet to access telehealth services, including vital mental health services. The program will also provide Granite State families with expanded access to vital public health information as well as additional opportunities to connect with other family members that are otherwise cut off due to the COVID-19 pandemic.

OSI in partnership with NH DOE and the NH PUC published a Request for Proposals (RFP) with a submittal deadline of July 2, 2020. Selected applicants include 5 companies and 1 town receiving a grant to improve broadband infrastructure in selected areas of the State of New Hampshire.

There are no General Funds required for this request. In the event that Federal Funds are no longer available, General Funds will not be requested to support this program.

Respectfully submitted,




Jared Chicoine
Director

GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

- 1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")
- 1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301
- 1.3. Grantee Name: Town of Bristol, New Hampshire
- 1.4. Grantee Address: 5 School Street, Bristol, NH 03222
- 1.5. Grantee Telephone Number: 603-744-3354
- 1.6. State Vendor Number: 177367
- 1.7. Completion Date: 12/30/2020
- 1.8. Grant Amount not to exceed: \$1,592,000
- 1.9. Grant Officer for OSI: Lisa Cota-Robles
- 1.10. OSI Telephone Number: 603-271-2155
- 1.11. Grantee Signature: Designated Signing Authority



Signature Date: 8/3/20

Print Name: Nicholas J. Carter Title: Town Administrator

- 1.12. State of New Hampshire Signature:




Signature Date: 8/5/20

Print Name: Jared Chicoine Title: Director, Office of Strategic Initiatives

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in EXHIBIT A. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties:

Initials: 
Date: 8/3/20
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CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex³) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex³ is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex³ is entitled to the categories of coverage set forth below. In addition, Primex³ may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex³, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex³ Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage's C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex³. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Town of Bristol 5 School Street Bristol, NH 03222	Member Number: 127	Company Affording Coverage: NH Public Risk Management Exchange - Primex ³ Bow Brook Place 46 Donovan Street Concord, NH 03301-2624
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Type of Coverage	Effective Date (mm/dd/yyyy)	Expiration Date (mm/dd/yyyy)	Limits: NH Statutory Limits May Apply
<input type="checkbox"/> General Liability (Occurrence Form) <input type="checkbox"/> Professional Liability (describe) <div style="display: flex; justify-content: space-around;"> <input type="checkbox"/> Claims Made <input type="checkbox"/> Occurrence </div>			Each Occurrence General Aggregate Fire Damage (Any one fire) Med Exp (Any one person)
<input type="checkbox"/> Automobile Liability Deductible Comp and Coll: <input type="checkbox"/> Any auto			Combined Single Limit (Each Accident) Aggregate
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	1/1/2020	1/1/2021	<input checked="" type="checkbox"/> Statutory Each Accident \$2,000,000 Disease - Each Employee \$2,000,000 Disease - Policy Limit
<input type="checkbox"/> Property (Special Risk Includes Fire and Theft)			Blanket Limit, Replacement Cost (unless otherwise stated)

Description: Proof of Primex Member coverage only.

CERTIFICATE HOLDER: State of New Hampshire Office of Strategic Initiatives 107 Pleasant Street Concord, NH 03301	Additional Covered Party	Loss Payee	Primex³ - NH Public Risk Management Exchange By: Mary Beth Purcell Date: 7/28/2020 mpurcell@nhprimex.org Please direct inquiries to: Primex ³ Claims/Coverage Services 603-225-2841 phone 603-228-3833 fax
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hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in Exhibit B. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

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hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

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all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 15, 2020 demonstrating the provision of the services described in **Exhibit A**.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

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The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 BOND: Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

18.1.1 In the event that Grantee contracts, through a competitive bidding, with an entity to complete the Project (subcontract), the State may accept the Bond obtained by the subcontractor instead. Such acceptance is subject to the State's reviewing and accepting the terms of the subcontract and the Bond.

- The Bond shall be in amount at least equal to one hundred percent (100%) of the subcontract price, but not less than the total project cost specified in Exhibit A. In case if the subcontract price is less than the total project cost specified in Exhibit A, Grantee must notify the State immediately and the State may, at its discretion, amend the Grant amount.
- In addition, the Performance Bond shall name the Grantee and the State of New Hampshire, OSI as the Owners or parties capable of invoking the coverage on the Bond.
- The Bond shall be in place for the duration of the construction of the project under this Grant Agreement as well as three (3) months beyond the completion of the project as identified and approved by the State of New Hampshire.
- Bond must be issued by a licensed insurance company authorized to do business in the State of the New Hampshire.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: Bristol Broadband Now

Grantee Name: Town of Bristol, New Hampshire

- A. The total project cost is \$1,592,000.
- B. Grantee will provide highspeed broadband internet service to 312 Unserved Properties as listed in Attachment A-3 ("the Properties").
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using High Speed Symmetrical Fiber Optic Internet delivering internet speeds of 100 Mbps/100 Mbps.
- D. Grantee shall not exceed \$5,102.56 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers.
- G. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee..

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5win5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5win5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days after the Grantee provides the Bond as described in Section 18 of the Grant Agreement
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: Bristol Broadband Now

Grantee Name: Town of Bristol, New Hampshire

Total Project Cost: \$1,592,000

Total Private/Municipal Cost: \$0 / 0% of Total Cost

Total CARES Act Funds: \$1,592,000 / 100% of Total Cost

Grantee shall not exceed \$5,102.56 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.

In the event that the Grantee does not complete the project and scope of services specified in Exhibit A by December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

GRANT AGREEMENT EXHIBIT C

Special Provisions

1. Treasury guidance issued on May 28, 2020 has clarified that payments from CRF funds are subject to 2 CFR §200.303 regarding internal controls, 2 CFR §200.330 through 332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements, therefore these sections are considered legally binding and enforceable under this contract. The State reserves the right to use any legal remedy at its disposal including, but not limited to, disallowance of costs, withholding of funds or recoupment as may be necessary to satisfy the requirements of these sections.
2. To the extent required to comply with 2 CFR 200, Subpart F - Audit Requirements, Grantee shall complete an audit at the end of the Grantee's fiscal year ending after December 30, 2020 if required. The CRF payments count toward the threshold of \$750,000 or more in federal awards spent during their fiscal year that triggers 2 CFR. part 200, subpart F re audit requirements for non- profits or governmental entities. The audit requirements do not apply to for-profit business, however, the requirements of 2 CFR. 200.501(h) regarding compliance requirements applicable to for-profits are addressed in the reporting, close-out and recoupment provision in Paragraph 14 and Exhibit A, Part I, Paragraph 5.

The audit report, if required, shall include a schedule of prior year's questioned costs (to the extent applicable), along with a response to the current status of the prior year's questioned costs. Copies of all management letters written as a result of the audit along with the audit report shall be forwarded to OSI within one month of the time of receipt by the Grantee accompanied by an action plan, if applicable, for each finding or questioned cost.

3. The costs under 2 CFR Subpart E are not allowed because the Grantee's costs are included in the project price.
4. The following paragraphs shall be added to the general provisions:
 - "23. RESTRICTION ON ADDITIONAL FUNDING. It is understood and agreed between the parties that no portion of the "Grant" funds may be used for the purpose of obtaining additional Federal funds under any other law of the United States, except if authorized under that law."
 - "24. ASSURANCES/CERTIFICATIONS. The following are attached and signed: Certification Regarding Drug-Free Workplace Requirements; Certification Regarding Lobbying; Certification Regarding Debarment, Suspension and Other Responsibility Matters; Certification Regarding the Americans With Disabilities Act Compliance; Certification Regarding Environmental Tobacco Smoke; Assurance of Compliance Nondiscrimination in Federally Assisted Programs; and Certification Regarding the Federal Funding Accountability and Transparency Compliance."

GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

- 1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")
- 1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301
- 1.3. Grantee Name: Comcast Cable Communications Management, LLC
- 1.4. Grantee Address: 676 Island Pond Road, Manchester, NH 03109
- 1.5 Grantee Telephone Number: 617-279-1576
- 1.6. State Vendor Number: 177209
- 1.7. Completion Date: 12/30/2020
- 1.8. Grant Amount not to exceed: \$146,372
- 1.9. Grant Officer for OSI: Lisa Cota-Robles
- 1.10. OSI Telephone Number: 603-271-2155
- 1.11. Grantee Signature: Designated Signing Authority

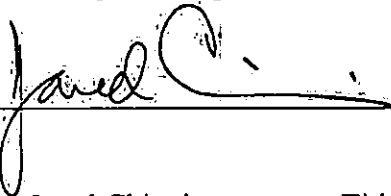


Date: 8/14/2020

Signature

Print Name: Daniel M. Glanville Title: Vice President, Government/Regulatory Affairs

1.12. State of New Hampshire Signature:



Date: August 21, 2020

Signature

Print Name: Jared Chicoine Title: Director, NH Office of Strategic Initiatives

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in **EXHIBIT A**. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

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hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 16, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in **Exhibit B**. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel necessary to audit performance of this Grant Agreement, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

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hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement until such time as the State determines that the Grantee has cured the Event of Default; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder. In no event shall Grantee be liable to the State for any damages in excess of the Total Project Cost.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 16, 2020 demonstrating the provision of the services described in **Exhibit A**.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: Comcast Broadband Expansion Project

Grantee Name: Comcast Cable Communications Management, LLC

- A. The total project cost is \$219,372.
- B. Grantee will provide highspeed broadband internet service to 73 Unserved Properties as listed in Attachment A-3 ("the Properties").
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using hybrid fiber optic – coaxial broadband technology, and delivering internet speeds from 25 Mbps/3 Mbps up to 2 Gbps/2 Gbps (the "Project").
- D. Grantee shall not exceed \$2,005 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers.
- G. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days of the Effective Date of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: Comcast Broadband Expansion Project

Grantee Name: Comcast Cable Communications Management, LLC

Total Project Cost: \$219,372

Total Private/Municipal Cost: \$73,000 / 33% of Total Cost

Total CARES Act Funds: \$146,372 / 67% of Total Cost

Grantee shall not exceed \$2,005 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.

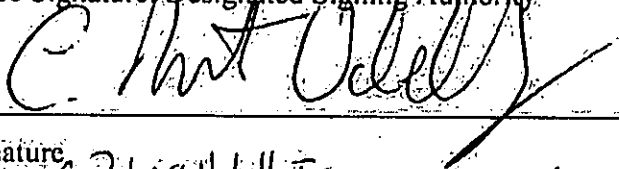
In the event that the Grantee does not complete the project and scope of services specified in Exhibit A by December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

- 1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")
- 1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301
- 1.3. Grantee Name: Consolidated Communications Enterprise Services, Inc.
- 1.4. Grantee Address: 770 Elm Street, Manchester, NH 03101
- 1.5 Grantee Telephone Number: 603-656-1565
- 1.6. State Vendor Number: 0000039415
- 1.7. Completion Date: 12/30/2020
- 1.8. Grant Amount not to exceed: \$1,722,563
- 1.9. Grant Officer for OSI: Lisa Cota-Robles
- 1.10. OSI Telephone Number: 603-271-2155
- 1.11. Grantee Signature: Designated Signing Authority


Signature: C. Robert Udell, Jr.
Print Name: C. Robert Udell, Jr. Title: President & CEO

Date: 8-3-2020

- 1.12. State of New Hampshire Signature:


Signature

Print Name: Jared Chicoine Title: Director, Office of Strategic Initiatives

Date: 8/5/20

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in **EXHIBIT A**. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

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hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in Exhibit B. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.


6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

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hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 15, 2020 demonstrating the provision of the services described in **Exhibit A**.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.


16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

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The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: Danbury, NH FTTP

Grantee Name: Consolidated Communications Enterprise Services, Inc.

- A. The total project cost is \$2,313,461.
- B. Grantee will provide highspeed broadband internet service to 708 Unserved Properties as listed in Attachment A-3 ("the Properties").
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using GPON Fiber to the Premise broadband technology, and delivering internet speeds from 25 Mbps/25 Mbps up to 1,000 Mbps/1,000 Mbps (the "Project").
- D. Grantee shall not exceed \$2,433 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers. All customer premises equipment will be provided to the customer at no cost.
- G. End user pricing will be identical to other properties Consolidated serves in New Hampshire and be market based and in line with industry averages.
- H. All installation charges will be waived for customers who have drop facilities that conform with the National Electric Code.
- I. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days of the Effective Date of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: Danbury, NH FTTP

Grantee Name: Consolidated Communications Enterprise Services, Inc.

Total Project Cost: \$2,313,461

Total Private/Municipal Cost: \$590,898 / 26% of Total Cost

Total CARES Act Funds: \$1,722,563 / 74% of Total Cost

Grantee shall not exceed \$2,433 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.


In the event that the Grantee does not complete the project and scope of services specified in Exhibit A by December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.


- 1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")
- 1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301
- 1.3. Grantee Name: Consolidated Communications Enterprise Services, Inc.
- 1.4. Grantee Address: 770 Elm Street, Manchester, NH 03101
- 1.5. Grantee Telephone Number: 603-656-1565
- 1.6. State Vendor Number: 0000039415
- 1.7. Completion Date: 12/30/2020
- 1.8. Grant Amount not to exceed: \$135,000
- 1.9. Grant Officer for OSI: Lisa Cota-Robles
- 1.10. OSI Telephone Number: 603-271-2155
- 1.11. Grantee Signature: Designated Signing Authority



Signature Date: 8-3-2020

Print Name: Robert Udell Title: President & CEO

- 1.12. State of New Hampshire Signature:

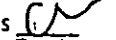


Signature Date: 8/5/20

Print Name: Jared Chicoine Title: Director, Office of Strategic Initiatives

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in **EXHIBIT A**. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

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Date 8-3-2020
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hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in Exhibit B. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

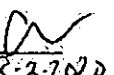
6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

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hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 15, 2020 demonstrating the provision of the services described in **Exhibit A**.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.


16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

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The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity-identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: Errol, NH Speed Upgrade

Grantee Name: Consolidated Communications Enterprise Services, Inc.

- A. The total project cost is \$147,245.
- B. Grantee will provide highspeed broadband internet service to 79 Unserved Properties as listed in Attachment A-3 ("the Properties")
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using copper based broadband technology, VDSL 35B, and delivering internet speeds from 100Mbps/25Mbps up to 100 Mbps/100 Mbps (the "Project").
- D. Grantee shall not exceed \$1,709 per Unserved Property from CARES Act funds.
- E. The Project must be completed as soon as possible, but no later than December 15, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers. All customer premises equipment will be provided to the customer at no cost.
- G. End user pricing will be identical to other properties Consolidated serves in New Hampshire and be market based and in line with industry averages.
- H. All installation charges will be waived for customers who have drop facilities that conform with the National Electric Code.
- I. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days of the Effective Date of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: Errol, NH Speed Upgrade

Grantee Name: Consolidated Communications Enterprise Services, Inc.

Total Project Cost: \$147,245


Total Private/Municipal Cost: \$12,245 / 8% of Total Cost

Total CARES Act Funds: \$135,000 / 92% of Total Cost

Grantee shall not exceed \$1,709 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.

In the event that the Grantee does not complete the project and scope of services specified in Exhibit A by December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

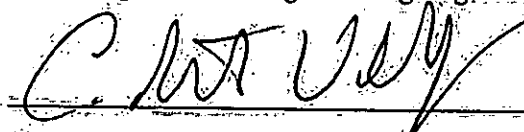
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GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)


The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

- 1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")
- 1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301
- 1.3. Grantee Name: Consolidated Communications Enterprise Services, Inc.
- 1.4. Grantee Address: 770 Elm Street, Manchester, NH 03101
- 1.5. Grantee Telephone Number: 603-656-1565
- 1.6. State Vendor Number: 0000039415
- 1.7. Completion Date: 12/30/2020
- 1.8. Grant Amount not to exceed: \$1,353,500
- 1.9. Grant Officer for OSI: Lisa Cota-Robles
- 1.10. OSI Telephone Number: 603-271-2155
- 1.11. Grantee Signature: Designated Signing Authority



Signature _____ Date: 8.3.2020
Print Name: C. Robert Udell Jr. Title: President FCED

- 1.12. State of New Hampshire Signature:


Signature _____ Date: 8/5/20
Print Name: Jared Chicoine Title: Director, Office of Strategic Initiatives

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in **EXHIBIT A**. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

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Date 8-3-2020
Page 1 of 20

hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in **Exhibit B**. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.


6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

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hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 15, 2020 demonstrating the provision of the services described in **Exhibit A**.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.


16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

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Date 8.3.2020
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The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: Mason, NH FTTP

Grantee Name: Consolidated Communications Enterprise Services, Inc.

- A. The total project cost is \$1,849,152.
- B. Grantee will provide highspeed broadband internet service to 592 Unserved Properties as listed in Attachment A-3 ("the Properties").
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using GPON Fiber to the Premise broadband technology, and delivering internet speeds from 25 Mbps/25 Mbps up to 1,000 Mbps/1,000 Mbps (the "Project").
- D. Grantee shall not exceed \$2,286 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers. All customer premises equipment will be provided to the customer at no cost.
- G. End user pricing will be identical to other properties Consolidated serves in New Hampshire and be market based and in line with industry averages.
- H. All installation charges will be waived for customers who have drop facilities that conform with the National Electric Code.
- I. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days of the Effective Date of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: Mason, NH FTTP

Grantee Name: Consolidated Communications Enterprise Services, Inc.

Total Project Cost: \$1,849,152

Total Private/Municipal Cost: \$495,652 / 27% of Total Cost

Total CARES Act Funds: \$1,353,500 / 73% of Total Cost

Grantee shall not exceed \$2,286 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.


In the event that the Grantee does not complete the project and scope of services specified in Exhibit A by December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

- 1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")
- 1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301
- 1.3. Grantee Name: Consolidated Communications Enterprise Services, Inc.
- 1.4. Grantee Address: 770 Elm Street, Manchester, NH 03101
- 1.5. Grantee Telephone Number: 603-656-1565
- 1.6. State Vendor Number: 0000039415
- 1.7. Completion Date: 12/30/2020
- 1.8. Grant Amount not to exceed: \$507,000
- 1.9. Grant Officer for OSI: Lisa Cota-Robles
- 1.10. OSI Telephone Number: 603-271-2155
- 1.11. Grantee Signature: Designated Signing Authority



Signature

Date: 8-3-2020

Print Name:

Robert Udell Title: President & CEO

1.12. State of New Hampshire Signature:



Signature


Date: 8/5/20

Print Name: Jared Chicoine

Title: Director Office of Strategic Initiative

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in **EXHIBIT A**. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

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Date: 8-3-2020
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hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in Exhibit B. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 15, 2020 demonstrating the provision of the services described in **Exhibit A**.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.


16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

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Date 8.3.2020
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The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: Springfield, NH FTTP

Grantee Name: Consolidated Communications Enterprise Services, Inc.

- A. The total project cost is \$1,142,428.
- B. Grantee will provide highspeed broadband internet service to 788 Unserved Properties as listed in Attachment A-3 ("the Properties").
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using GPON Fiber to the Premise broadband technology, and delivering internet speeds from 25 Mbps/25 Mbps up to 1,000 Mbps/1,000 Mbps (the "Project").
- D. Grantee shall not exceed \$643 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers. All customer premises equipment will be provided to the customer at no cost.
- G. End user pricing will be identical to other properties Consolidated serves in New Hampshire and be market based and in line with industry averages.
- H. All installation charges will be waived for customers who have drop facilities that conform with the National Electric Code.
- I. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days of the Effective Date of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: Springfield, NH FTTP

Grantee Name: Consolidated Communications Enterprise Services, Inc.

Total Project Cost: \$1,142,428

Total Private/Municipal Cost: \$635,428 / 56% of Total Cost

Total CARES Act Funds: \$507,000 / 44% of Total Cost

Grantee shall not exceed \$643 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.

In the event that the Grantee does not complete the project and scope of services specified in Exhibit A by December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

- 1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")
- 1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301
- 1.3. Grantee Name: Fibercast Corporation
- 1.4. Grantee Address: P.O. Box 10, East Derry, NH 03041-0010
- 1.5 Grantee Telephone Number: 603-845-5000
- 1.6. State Vendor Number: 315852
- 1.7. Completion Date: 12/30/2020
- 1.8. Grant Amount not to exceed: \$181,136.10
- 1.9. Grant Officer for OSI: Lisa Cota-Robles
- 1.10. OSI Telephone Number: 603-271-2155
- 1.11. Grantee Signature: Designated Signing Authority



Date: 8/5/2020

Signature

Print Name: Gent CAV Title: President

- 1.12. State of New Hampshire Signature:




Date: 8/10/20

Signature

Print Name: Jared Chicoine Title: Director, Office of Strategic Initiatives

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in **EXHIBIT A**. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

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hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in **Exhibit B**. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.


6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

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hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

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all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 15, 2020 demonstrating the provision of the services described in **Exhibit A**.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.


16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

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The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: NELSON-STODDARD-RT9

Grantee Name: Fibercast Corporation

- A. The total project cost is \$201,262.33.
- B. Grantee will provide highspeed broadband internet service to 144 Unserved Properties as listed in Attachment A-3 ("the Properties").
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using Fiber to the Home (FTTH) broadband technology, and delivering internet speeds of 1,000 Mbps/1,000 Mbps (the "Project").
- D. Grantee shall not exceed \$1,237.89 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers.
- G. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days of the Effective Date of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: NELSON-STODDARD-RT9

Grantee Name: Fibercast Corporation

Total Project Cost: \$201,262.33

Total Private/Municipal Cost: \$20,126.23 / 10% of Total Cost

Total CARES Act Funds: \$181,136.10 / 90% of Total Cost

Grantee shall not exceed \$1,257.89 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.

In the event that the Grantee does not complete the project and scope of services specified in Exhibit A by December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

GRANT AGREEMENT
OSI.COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")

1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301

1.3. Grantee Name: Fibercast Corporation

1.4. Grantee Address: P.O. Box 10, East Derry, NH 03041-0010

1.5. Grantee Telephone Number: 603-845-5000

1.6. State Vendor Number: 315852


1.7. Completion Date: 12/30/2020

1.8. Grant Amount not to exceed: \$336,637.50

1.9. Grant Officer for OSI: Lisa Cota-Robles

1.10. OSI Telephone Number: 603-271-2155


1.11. Grantee Signature: Designated Signing Authority


Signature

Date: 8/5/2020

Print Name: Gent CAV Title: President

1.12. State of New Hampshire Signature:



Signature

Date: 8/10/20

Print Name: Jared Chicoine Title: Director, Office of Strategic Initiatives

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in **EXHIBIT A**. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

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hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in **Exhibit B**. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

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hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

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all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

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18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

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Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

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The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

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19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: STODDARD-RT123

Grantee Name: Fibercast Corporation

- A. The total project cost is \$374,041.67.
- B. Grantee will provide highspeed broadband internet service to 309 Unserved Properties as listed in Attachment A-3 ("the Properties").
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using Fiber to the Home (FTTH) broadband technology; and delivering internet speeds of 1,000 Mbps/1,000 Mbps (the "Project").
- D. Grantee shall not exceed \$1,089.44 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers.
- G. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days of the Effective Date of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: STODDARD-RT123

Grantee Name: Fibercast Corporation

Total Project Cost: \$374,041.67

Total Private/Municipal Cost: \$37,404.17 / 10% of Total Cost

Total CARES Act Funds: \$336,637.50 / 90% of Total Cost

Grantee shall not exceed \$1,089.44 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.

In the event that the Grantee does not complete the project and scope of services specified in Exhibit A by December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

- 1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")
- 1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301
- 1.3. Grantee Name: Granite State Telephone Inc.
- 1.4. Grantee Address: 600 S. Stark Hwy, P.O. Box 87, Weare, NH 03281
- 1.5. Grantee Telephone Number: 603-529-6250
- 1.6. State Vendor Number: 154003
- 1.7. Completion Date: 12/30/2020
- 1.8. Grant Amount not to exceed: \$355,619
- 1.9. Grant Officer for OSI: Lisa Cota-Robles
- 1.10. OSI Telephone Number: 603-271-2155
- 1.11. Grantee Signature: Designated Signing Authority

Susan Rand King Date: 7/30/20
Signature
Print Name: Susan Rand King Title: President

1.12. State of New Hampshire Signature:

Jared Chicoine Date: 8/5/20
Signature
Print Name: Jared Chicoine Title: Director, Office of Strategic Initiatives

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in **EXHIBIT A**. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

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hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in Exhibit B. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

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hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

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all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 15, 2020 demonstrating the provision of the services described in Exhibit A.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
- a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

2. As used herein the criteria above shall have the following meaning:

- a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
- b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.

3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.

4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.

5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees ~~must normally (i) be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.~~ This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: 144-22-A

Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications

- A. The total project cost is \$547,106.
- B. Grantee will provide highspeed broadband internet service to 257 Unserved Properties as listed in Attachment A-3 ("the Properties").
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using active aerial fiber-to-the-home broadband technology, and delivering internet speeds from 25 Mbps/25 Mbps up to 1,000 Mbps/1,000 Mbps (the "Project").
- D. Grantee shall not exceed \$1,384 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers.
- G. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5aw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5aw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days of the Effective Date of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: 144-22-A

Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications

Total Project Cost: \$547,106

Total Private/Municipal Cost: \$191,487 / 35% of Total Cost

Total CARES Act Funds: \$355,619 / 65% of Total Cost

Grantee shall not exceed \$1,384 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.

In the event that the Grantee does not complete the project and scope of services specified in Exhibit A by December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

- 1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")
- 1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301
- 1.3. Grantee Name: Granite State Telephone Inc.
- 1.4. Grantee Address: 600 S. Stark Hwy, P.O. Box 87, Weare, NH 03281
- 1.5 Grantee Telephone Number: 603-529-6250
- 1.6. State Vendor Number: 154003
- 1.7. Completion Date: 12/30/2020
- 1.8. Grant Amount not to exceed: \$126,223
- 1.9. Grant Officer for OSI: Lisa Cota-Robles
- 1.10. OSI Telephone Number: 603-271-2155
- 1.11. Grantee Signature: Designated Signing Authority

Susan Rand King Date: 7/30/20
Signature

Print Name: Susan Rand King Title: President

1.12. State of New Hampshire Signature:

Jared Chiwine Date: 8/5/20
Signature

Print Name: Jared Chiwine Title: Director, Office of Strategic Initiative

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in EXHIBIT A. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

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hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in Exhibit B. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

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hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

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all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 15, 2020 demonstrating the provision of the services described in **Exhibit A**.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees ~~must normally (i) be registered in SAM before submitting an application; (ii) provide a valid unique entity~~ identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: 146-20-H

Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications

- A. The total project cost is \$168,297.
- B. Grantee will provide highspeed broadband internet service to 60 Unserved Properties as listed in Attachment A-3 ("the Properties").
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using active aerial fiber-to-the-home broadband technology, and delivering internet speeds from 25 Mbps/25 Mbps up to 1,000 Mbps/1,000 Mbps (the "Project").
- D. Grantee shall not exceed \$2,104 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers.
- G. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw43ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw43ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days of the Effective Date of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: 146-20-H

Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications

Total Project Cost: \$168,297

Total Private/Municipal Cost: \$42,074 / 25% of Total Cost

Total CARES Act Funds: \$126,223 / 75% of Total Cost

Grantee shall not exceed \$2,104 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.

In the event that the Grantee does not complete the project and scope of services specified in Exhibit A by December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")

1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301

1.3. Grantee Name: Granite State Telephone Inc.

1.4. Grantee Address: 600 S. Stark Hwy, P.O. Box 87, Weare, NH 03281

1.5 Grantee Telephone Number: 603-529-6250

1.6. State Vendor Number: 154003

1.7. Completion Date: 12/30/2020

1.8. Grant Amount not to exceed: \$252,205

1.9. Grant Officer for OSI: Lisa Cota-Robles

1.10. OSI Telephone Number: 603-271-2155

1.11. Grantee Signature: Designated Signing Authority

Susan Rand King Date: 7/30/20
Signature
Print Name: Susan Rand King Title: President

1.12. State of New Hampshire Signature:

Jared Chicoine Date: 8/5/20
Signature
Print Name: Jared Chicoine Title: Director, Office of Strategic Initiatives

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in **EXHIBIT A**. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

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hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in Exhibit B. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

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hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

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all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 15, 2020 demonstrating the provision of the services described in **Exhibit A**.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: 147-20-A

Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications

- A. The total project cost is \$336,273.
- B. Grantee will provide highspeed broadband internet service to 178 Unserved Properties as listed in Attachment A-3 ("the Properties").
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using active aerial fiber-to-the-home broadband technology, and delivering internet speeds from 25 Mbps/25 Mbps up to 1,000 Mbps/1,000 Mbps (the "Project").
- D. Grantee shall not exceed \$1,417 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers.
- G. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

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Date 7/20/20
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GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45h04qvc55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45h04qvc55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days of the Effective Date of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: 147-20-A

Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications

Total Project Cost: \$336,273

Total Private/Municipal Cost: \$84,068 / 25% of Total Cost

Total CARES Act Funds: \$252,205 / 75% of Total Cost

Grantee shall not exceed \$1,417 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.

In the event that the Grantee does not complete the project and scope of services specified in Exhibit A by December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")

1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301

1.3. Grantee Name: Granite State Telephone Inc.

1.4. Grantee Address: 600 S. Stark Hwy, P.O. Box 87, Weare, NH 03281

1.5. Grantee Telephone Number: 603-529-6250

1.6. State Vendor Number: 154003

1.7. Completion Date: 12/30/2020

1.8. Grant Amount not to exceed: \$292,899

1.9. Grant Officer for OSI: Lisa Cota-Robles

1.10. OSI Telephone Number: 603-271-2155

1.11. Grantee Signature: Designated Signing Authority

Susan Rand King Date: 7/30/20
Signature
Print Name: Susan Rand King Title: President

1.12. State of New Hampshire Signature:

Jared Chicoine Date: 8/5/20
Signature
Print Name: Jared Chicoine Title: Director, Office of Strategic Initiatives

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in **EXHIBIT A**. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

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Date 7/30/20
Page 1 of 20

hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in Exhibit B. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

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hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

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Date 11/20/20
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all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 15, 2020 demonstrating the provision of the services described in **Exhibit A**.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees ~~must normally (i) be registered in SAM before submitting an application; (ii) provide a valid unique entity~~ identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: 148-20-W

Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications

- A. The total project cost is \$418,427.
- B. Grantee will provide highspeed broadband internet service to 122 Unserved Properties as listed in Attachment A-3 ("the Properties").
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using active aerial fiber-to-the-home broadband technology, and delivering internet speeds from 25 Mbps/25 Mbps up to 1,000 Mbps/1,000 Mbps (the "Project").
- D. Grantee shall not exceed \$2,401 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers.
- G. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wni5gw45h04qvr55nww20s55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wni5gw45h04qvr55nww20s55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days of the Effective Date of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: 148-20-W

Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications

Total Project Cost: \$418,427

Total Private/Municipal Cost: \$125,528 / 30% of Total Cost

Total CARES Act Funds: \$292,899 / 70% of Total Cost

Grantee shall not exceed \$2,401 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.

In the event that the Grantee does not complete the project and scope of services specified in Exhibit A by December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

- 1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")
- 1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301
- 1.3. Grantee Name: Granite State Telephone Inc.
- 1.4. Grantee Address: 600 S. Stark Hwy, P.O. Box 87, Weare, NH 03281
- 1.5 Grantee Telephone Number: 603-529-6250
- 1.6. State Vendor Number: 154003
- 1.7. Completion Date: 12/30/2020
- 1.8. Grant Amount not to exceed: \$162,369
- 1.9. Grant Officer for OSI: Lisa Cota-Robles
- 1.10. OSI Telephone Number: 603-271-2155
- 1.11. Grantee Signature: Designated Signing Authority

Susan Rand King Date: 7/30/20
Signature: _____
Print Name: Susan Rand King Title: President

- 1.12. State of New Hampshire Signature:

Jared Chicoine Date: 8/5/20
Signature: _____
Print Name: Jared Chicoine Title: Director, Office of Strategic Initiative

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in **EXHIBIT A**. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

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hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in Exhibit B. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

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hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

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all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 15, 2020 demonstrating the provision of the services described in **Exhibit A**.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information; subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: 159-19-A

Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications

- A. The total project cost is \$231,956.
- B. Grantee will provide highspeed broadband internet service to 93 Unserved Properties as listed in Attachment A-3 ("the Properties").
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using active aerial fiber-to-the-home broadband technology, and delivering internet speeds from 25 Mbps/25 Mbps up to 1,000 Mbps/1,000 Mbps (the "Project").
- D. Grantee shall not exceed \$1,746 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020. The pro rata portion, as determined by the State, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers.
- G. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days of the Effective Date of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: 159-19-A

Grantee Name: Granite State Telephone, Inc. d/b/a Granite State Communications

Total Project Cost: \$231,956

Total Private/Municipal Cost: \$69,587 / 30% of Total Cost

Total CARES Act Funds: \$162,369 / 70% of Total Cost

Grantee shall not exceed \$1,746 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. The pro rata portion, as determined by OSI, of any Projects not completed by December 15, 2020 will not be eligible for funding and must be completed at the Grantee's sole expense.

In the event that the Grantee does not complete the project and scope of services specified in Exhibit A by December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

- 1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")
- 1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301
- 1.3. Grantee Name: New Hampshire Electric Cooperative, Inc.
- 1.4. Grantee Address: 579 Tenney Mountain Hwy, Plymouth, NH 03264
- 1.5 Grantee Telephone Number: 603-217-3888
- 1.6. State Vendor Number: 174063
- 1.7. Completion Date: 12/30/2020
- 1.8. Grant Amount not to exceed: \$ 3,406,628
- 1.9. Grant Officer for OSI: Lisa Cota-Robles
- 1.10. OSI Telephone Number: 603-271-2155
- 1.11. Grantee Signature: Designated Signing Authority



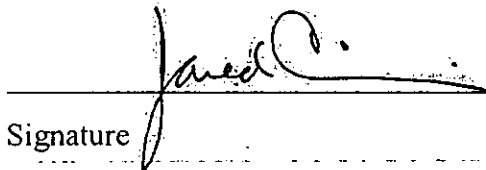
Date: August 20, 2020

Signature

Print Name: Steven Camerino

Title: President/CEO

- 1.12. State of New Hampshire Signature:



Date: August 21, 2020

Signature

Print Name: Jared Chicoine

Title: Director, NH Office of Strategic Initiatives

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in **EXHIBIT A**. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

Initials suc

Date 8/20/20

Page 1 of 20

hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in **Exhibit B**. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 15, 2020 demonstrating the provision of the services described in **Exhibit A**.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: NHEC Broadband Connect – Colebrook District

Grantee Name: New Hampshire Electric Cooperative, Inc. (NHEC)

- A. The total project cost is \$4,900,063.
- B. Grantee will provide highspeed broadband internet service to 487 Unserved Properties as listed in Attachment A-3 (“the Properties”).
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using Fiber-to-the-Premise (FTTP) utilizing XGS-PON and GPON broadband technologies, and delivering internet speeds from 1,000 Mbps/1,000 Mbps up to 10 Gbps/10 Gbps (the “Project”).
- D. Grantee shall not exceed \$6,995.13 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers.
- G. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days after the Grantee provides the Bond as described in Section 18 of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: NHEC Broadband Connect – Colebrook District

Grantee Name: New Hampshire Electric Cooperative, Inc. (NHEC)

Total Project Cost: \$4,900,063

Total Private/Municipal Cost: \$1,493,436 / 30% of Total Cost

Total CARES Act Funds: \$3,406,628 / 70% of Total Cost

Grantee shall not exceed \$6,995.13 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. To the extent the Grantee does not complete the full Project before December 15, 2020, Grantee shall be eligible for funding of the pro-rata portion of the Project completed as of December 15, 2020, based on the number of Unserved Properties listed in Appendix 2 that are capable of connection to the broadband internet, as described in this Grant Agreement, on or before December 15, 2020. Such pro rata portion shall be determined in OSI's sole discretion following an audit of the Project. Provided that, as a condition of funding for the eligible pro rata portion, the Grantee must complete the remainder of the Project in a timely manner at its sole expense.

In the event that the Grantee does not complete the Project and there are no Unserved Properties that are capable of connection to the broadband internet, as described in this Grant Agreement, on or before December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.

GRANT AGREEMENT
OSI COVID-19 Grant Agreement
(Sub-Recipient)

The State of New Hampshire and the Grantee hereby mutually agree as follows:

1. GENERAL PROVISIONS: IDENTIFICATION.

1.1. State Agency Name: Governor's Office of Strategic Initiatives ("OSI")

1.2. State Agency Address: 107 Pleasant Street, Concord, NH 03301

1.3. Grantee Name: New Hampshire Electric Cooperative, Inc.

1.4. Grantee Address: 579 Tenney Mountain Hwy, Plymouth, NH 03264

1.5 Grantee Telephone Number: 603-217-3888

1.6. State Vendor Number: 174063

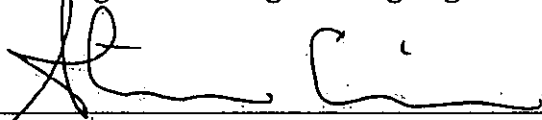
1.7. Completion Date: 12/30/2020

1.8. Grant Amount not to exceed: \$3,337,087

1.9. Grant Officer for OSI: Lisa Cota-Robles

1.10. OSI Telephone Number: 603-271-2155

1.11. Grantee Signature: Designated Signing Authority



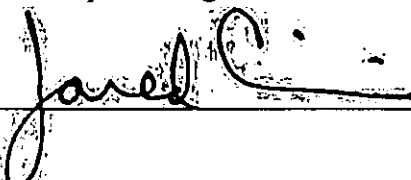
Signature

Date: August 20, 2020

Print Name: Steven Camerino

Title: President/CEO

1.12. State of New Hampshire Signature:



Signature

Date: August 21, 2020

Print Name: Jared Chicoine

Title: Director, NH Office of Strategic Initiatives

2. SCOPE OF ALLOWABLE USE OF FUNDS: In exchange for grant funds from the Coronavirus Relief Fund (CRF) established by the CARES Act, H.R. 748, Section 5001 on March 27, 2020, provided by the United States Department of Treasury, CFDA number 21.019 to the State of New Hampshire, acting through the Agency identified in Paragraph 1.1 (hereinafter referred to as "OSI"), the Grantee identified in Paragraph 1.3 (hereinafter referred to as "the Grantee"), agrees and covenants that the funds will be used solely for an allowable purpose as defined in H.R. 748, Section 5001, for which Grantee has not received payment or reimbursement from any other source, specifically Broadband Expansion Program. The scope of services, schedule, allowable purposes and use of funds are more specifically described in **EXHIBIT A**. All scope of services must be completed as soon as possible, but no later than December 15, 2020.

3. EFFECTIVE DATE: COMPLETION OF GRANT: This Agreement, and all obligations of the parties

Initials SWC

Date 8/20/20

Page 1 of 20

hereunder, shall become effective on the date of approval of this Agreement by OSI in paragraph 1.12 ("the Effective Date"). The award must be expended in its entirety prior to December 30, 2020. A final report is due on December 15, 2020 as provided in Paragraph 14.

4. GRANT AMOUNT: LIMITATION ON AMOUNT: The Grant Amount is identified in paragraph 1.8 and as described in **Exhibit B**. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in Paragraph 1.8 of these general provisions. The payment by OSI of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee and claimed as allowable expenses under this Agreement. To the extent that the Grant amount does not cover all of the Grantee's allowable expenses, nothing in this Agreement shall be construed to limit the Grantee's ability to pursue other COVID-19 relief that may be available. However, under this Agreement, OSI shall have no liabilities to the Grantee other than the Grant Amount.

5. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS: In connection with the use of this Award, the Grantee shall comply with all statutes, laws, regulations, and orders of federal, State, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including all applicable labor laws, and workers compensation requirements and the acquisition of any and all necessary permits.

6. RECORDS AND ACCOUNTS: Between the Effective Date and the date five (5) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Grant, including, but not limited to records supporting the provision of any services required under this grant. Such accounts shall be supported by receipts, invoices, bills and other similar documents and tax or accounting records.

Between the Effective Date and the date five (5) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State (including but not limited to PUC and OSI), the Governor's Office for Emergency Relief and Recovery (GOFFER), the U.S. Department of Treasury or OMB shall demand, the Grantee shall make available to the OSI, the U.S. Department of Treasury or OMB all records pertaining to matters covered by this Agreement. The Grantee shall permit the State, the U.S. Department of Treasury or OMB to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in Paragraph 1.3.

7. PERSONNEL: The Grant Officer shall be the representative of the OSI hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.

To the extent that Grantee is required to provide services under this grant, the Grantee shall, at its own expense, provide all personnel necessary to perform the Grant. The Grantee warrants that all personnel engaged in the Grant shall be qualified to perform such Grant, and shall be properly licensed and authorized to perform such Grant under all applicable laws. Grantee shall comply with all State and federal personnel and labor laws applicable to its employees.

8. CONDITIONAL NATURE OF AGREEMENT: Notwithstanding anything in this Agreement to the contrary, all obligations of the OSI hereunder, including, without limitation, the continuance of payments

hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the OSI be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the OSI shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.

9. EVENT OF DEFAULT: REMEDIES: Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):

- Failure to submit any report required hereunder; or
- Failure to maintain, or permit access to, the records required hereunder; or
- Failure to perform any of the other covenants and conditions of this Agreement, including but not limited to failure to complete the project in whole or in part prior to the completion date.

Upon the occurrence of any Event of Default, OSI may take any one, or more, or all, of the following actions:

- Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the Grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- Recoup from the Grantee, including by withholding any other payment of funds that becomes due to Grantee from the State, any payments under this Agreement that have been used in a manner contrary to the terms of this Agreement or the Coronavirus Relief Fund, H.R. 748, Section 5001; and
- Treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

10. TERMINATION: In the event of any early termination of this Agreement for any reason other than the completion of the Grant, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Grant expenses reimbursed, and the Grant Amount earned, to and including the date of termination.

In the event of Termination under paragraph 9 of these general provisions, the approval of such a Termination Report by the OSI shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.

The approval of such a Termination Report by the OSI shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the OSI as a result of the Grantee's breach of its obligations hereunder.

11. GRANTEE'S RELATION TO OSI: In the performance of this Agreement the Grantee, its employees, and any subcontractor of the Grantee are in all respects beneficiaries of the CRF, and are neither agents nor employees of the State or OSI. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors, shall have authority to bind OSI nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

12. INDEMNIFICATION: The Grantee shall defend, indemnify and hold harmless the OSI, its officers and employees, from and against any and all losses suffered by the OSI, its officers and employees, and any and

all claims, liabilities or penalties asserted against the OSI, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or subcontractor, or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the OSI, which immunity is hereby reserved to the OSI. This covenant shall survive the termination of this Agreement.

13. **WAIVER OF BREACH:** No failure by the OSI to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of OSI to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.

14. **REPORTING:** Grantee shall submit a final report electronically to the OSI grant officer, Lisa Cota-Robles at lisa.cota-robles@osi.nh.gov to OSI by December 15, 2020 demonstrating the provision of the services described in **Exhibit A**.

15. **CONSTRUCTION OF AGREEMENT AND TERMS:** This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.

16. **PUBLIC DISCLOSURE NOTIFICATION:** The names and business addresses of all Applicants and the names, business addresses and amount of any award actually made to all Applicants/Grantees will be public information, subject to disclosure and may be posted on the OSI and/or GOFERR website. The Grant agreements, and disclosure of specifics of proposals shall be governed by the terms of the Request for Proposal and RSA 21-G:37.

17. **CONFLICT OF INTEREST:** No officer, member or employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Grant is to be performed, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such Grant, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

18. **INSURANCE AND BOND:** The Grantee shall, at its own expense, obtain and maintain in force, the following insurance:

Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Grant, and

Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death in any one incident, and \$500,000 for property damage in any one incident.

The policies shall be on the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the OSI, and authorized to do business in the State of New Hampshire. Certificates evidencing such policies shall be attached to this grant.

18.1 Grantee shall at its sole expense obtain and maintain a performance bond (Bond):

- The Bond shall be in an amount equal to the Total Project's Cost specified in Exhibit A, Part II.
- The Bond shall be in place for the duration of construction of the Grant Agreement and for 3 months after acceptance by the State.
- The Bond shall be issued by a licensed insurance company authorized to do business in the State of New Hampshire and made payable to the State of New Hampshire.
- The Performance Bond shall contain the Grant Agreement Number and dates of performance.
- The Bond shall be executed by Grantee and their Surety or Sureties, guaranteeing complete execution of the Grant Agreement and all supplemental agreements pertaining thereto including the payment of all legal debts pertaining to the Total Project.

19. NOTICE: Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, by United States Mail, addressed to the parties at the addresses first above given, unless electronic delivery is specified.

20. AMENDMENT: This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor under his emergency authority pursuant to RSA 4:45 and RSA 21-P if required, or the Governor and Council of the State of New Hampshire, if required, or by the OSI.

21. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

22. EXHIBITS: The provisions in Exhibits A through J are incorporated herein as though set out in full.

GRANT AGREEMENT EXHIBIT A

PART I: Scope of Allowable Uses of Coronavirus Relief Fund Grant

1. Grantee agrees and warrants that the funds from this grant shall be used for expenses that:
 - a.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); and
 - b.) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
2. As used herein the criteria above shall have the following meaning:
 - a.) Necessary expenditures due to the public health emergency means expenditures must be used for actions taken to respond to the public health emergency.
 - b.) A cost is "incurred" when the Grantee has expended funds to cover the cost or incurred the loss of revenue during the period March 1, 2020 to December 30, 2020.
3. The U.S. Treasury guidance on allowable uses of Coronavirus Relief Funds (Exhibit A.1) and most recent U.S. Treasury Answers to Frequently Asked Questions (FAQ's) regarding allowable uses of Coronavirus Relief Funds (Exhibit A.2) are incorporated herein and made part of this Agreement as if set forth in full.
4. Any portion of the grant not expended by Grantee for allowable services performed before December 30, 2020 will not be paid and if paid, must be returned to the State with the final report described in paragraph 14. If the project(s) are not completed by December 30, 2020, the State will not be liable for any further payment. However the Grantee agrees and acknowledges that it shall be their sole responsibility to complete the project.
5. Unique entity identifier and System for Award Management (SAM)—Required. Grantees must normally (i) Be registered in SAM before submitting an application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency. This requirement has been relaxed by OMB for grants related to Coronavirus Relief Funds so that Grantees must only submit proof of SAMs registration and the unique entity identifier prior to their first receipt of funds. All Exhibits must be returned, initialed with the executed Grant Agreement, and Exhibit J must be received completed before any disbursement can be made.

GRANT AGREEMENT EXHIBIT A

PART II: Scope of Work

Project Name: NHEC Broadband Connect – Town of Lempster

Grantee Name: New Hampshire Electric Cooperative, Inc. (NHEC)

- A. The total project cost is \$4,614,599.
- B. Grantee will provide highspeed broadband internet service to 358 Unserved Properties as listed in Attachment A-3 ("the Properties").
- C. Grantee shall construct all necessary network facilities and provide all necessary equipment using Fiber-to-the-Premise (FTTP) utilizing XGS-PON and GPON broadband technologies, and delivering internet speeds from 1,000 Mbps/1,000 Mbps up to 10 Gbps/10 Gbps (the "Project").
- D. Grantee shall not exceed \$9,321.47 per Unserved Property from CARES Act funds.
- E. The project must be completed as soon as possible, but no later than December 15, 2020.
- F. Grantee will use its own funds to establish individual property connections and shall not use CARES Act funds to connect subscribers.
- G. The ongoing operation and maintenance of the Projects will be the sole responsibility of the Grantee.

GRANT AGREEMENT EXHIBIT B

Methods and Conditions of Payment

Grantee must register with the Department of Administrative Services for a State of New Hampshire vendor number (see page 1, para 1.6) in order for a payment to be issued. Registration can be done online at [https://das.nh.gov/purchasing/vendorregistration/\(S\(5wm5gw45ho4qvr55aww2os55\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(5wm5gw45ho4qvr55aww2os55))/welcome.aspx). Payment will be by check or ACH, depending on the vendor registration.

OSI will pay the Grantee as follows:

- 10% of Grant funds will be provided within thirty (30) days after the Grantee provides the Bond as described in Section 18 of the Grant Agreement;
- 90% of Grant funds will be provided after completion of construction and acceptance of the Projects by the State.

Project Name: NHEC Broadband Connect – Town of Lempster

Grantee Name: New Hampshire Electric Cooperative, Inc. (NHEC)

Total Project Cost: \$4,614,599

Total Private/Municipal Cost: \$1,277,512 / 28% of Total Cost

Total CARES Act Funds: \$3,337,087 / 72% of Total Cost

Grantee shall not exceed \$9,321.47 per Unserved Property from CARES Act funds.

All expenditures under this Agreement will end by December 30, 2020. To the extent the Grantee does not complete the full Project before December 15, 2020, Grantee shall be eligible for funding of the pro-rata portion of the Project completed as of December 15, 2020, based on the number of Unserved Properties listed in Appendix 2 that are capable of connection to the broadband internet, as described in this Grant Agreement, on or before December 15, 2020. Such pro rata portion shall be determined in OSI's sole discretion following an audit of the Project. Provided that, as a condition of funding for the eligible pro rata portion, the Grantee must complete the remainder of the Project in a timely manner at its sole expense.

In the event that the Grantee does not complete the Project and there are no Unserved Properties that are capable of connection to the broadband internet, as described in this Grant Agreement, on or before December 15, 2020, the State/OSI may, at its sole discretion, direct the Grantee to return, and the Grantee must comply with such direction, the 10% of Grant Funds that the OSI has paid.