

Addison County Communications Union District d/b/a Maple Broadband-Town of TOWN Broadband Grant Agreement

1. Agreement

This Agreement between Addison County Communication Union District d/b/a Maple Broadband, a Vermont Communications Union District, whose principal address is 14 Seminary Street, Middlebury, VT 05753 (“Maple Broadband”), and the Town of TOWN, with a usual place of business at ADDRESS (“TOWN”), sets forth the terms of an intermunicipal agreement related to the contribution of a portion of TOWN’s American Rescue Plan Act (“ARPA”) grant funds to Maple Broadband for pre-construction and deployment of broadband. TOWN and Maple Broadband are collectively referred to herein as the “Parties”, or individually as a “Party”.

2. Maple Broadband

Maple Broadband is a non-profit, municipal organization of 20 community members with a mission to bring fiber optic high-speed, reliable, and affordable broadband to every home and business within its member towns. Maple Broadband is a body politic formed under Title 30 V.S.A. Chapter 82.

3. TOWN

TOWN is a member of Maple Broadband and shares in its mission of bringing fiber optic high-speed, reliable, and affordable broadband to every home and business in the twenty member-town Maple Broadband service area.

4. Accelerating Deployment of Affordable Broadband

The Parties desire to accelerate the deployment of broadband and make it available at its most affordable rate.

To that end the Parties recognize the need and value of using grant funds to accelerate construction activities and reduce the need for debt financing, which adds cost to subscriber rates.

5. ARPA Grant Funds

The Town of TOWN is the beneficiary of grant funds under the American Rescue Plan Act from two plans; one that provides grant money directly to towns, and another that provides grant money indirectly from funds that were intended for counties but will be distributed to towns (collectively the “Funds”).

6. Town Contribution

The Town agrees to contribute and assign a portion of the Funds, in one or more installments, to Maple Broadband to accelerate the deployment of affordable broadband.

Maple Broadband shall provide a receipt for each installment. Maple Broadband shall utilize the Funds as a contribution toward the cost to implement its comprehensive plan for deployment of broadband within the District.

7. Required Terms and Conditions

Maple Broadband agrees that it will be a “subrecipient” pursuant to 2 CRF Part 200 and agrees to comply with all applicable provisions contained in 2 CRF Part 200, in the Guidance on Recipient Compliance and Reporting Responsibilities for Coronavirus State and Local Fiscal Relief Funds, including the Award Terms and Conditions, and in the Interim Final Rule on Coronavirus State and Local Fiscal Relief Funds. Additionally, Maple Broadband will provide, in a timely fashion, to the Town of TOWN all necessary reporting and accounting information required of the Town as a “pass-through entity” under the U.S. Treasury regulations promulgated in reference to the Funds.

8. Indemnification

To the extent permitted by law, each Party, on behalf of itself and its affiliates, directors, officers, employees, agents, successors, and assigns (“Indemnitor”) agrees to indemnify, defend, protect and hold the other Party and its directors, officers, directors, employees, agents, successors, and assigns (“Indemnified Persons”) harmless from and against any claims, suits, actions or damages brought or asserted by a third party of any kind or character (collectively “Claims”) and from and against any liability, losses, fines, judgments, costs and expenses (including reasonable attorney, accountant and expert fees) which in whole or in part arise on account of the negligent acts or omissions or willful misconduct of the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement, including any material violation by Indemnitor of any law or permit applicable thereto.

9. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State of Vermont, without regard to any conflicts of law provision that would affix jurisdiction in another State, and any dispute arising out of this Agreement shall be filed in a court of competent jurisdiction in Addison County, Vermont.

10. Approvals

Each Party represents and warrants that it has obtained all necessary approvals to enter into this Agreement from its governing bodies and/or committees.

11. Notices

All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by facsimile transmission with confirmation of delivery, electronic mail with confirmation of delivery receipt, or sent by overnight commercial delivery service or certified mail, return receipt requested. Notice shall be deemed to have been given on the date of the transmission and receipt of facsimile or electronic mail transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt when addressed as follows:

Maple Broadband
14 Seminary St
Middlebury VT 05753

Town of
Address
Address

12. Wiring Information

Maple Broadband's ACH information is as follows:

National Bank of Middlebury Routing Number: 011601087
Maple Broadband Account Number: 10061880

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written.

**Addison County Communications Union
District d/b/a Maple Broadband**

Town of TOWN

Date: _____

Date: _____

By: _____

By: _____

Name:

Name:

Title: Chair, Maple Broadband

Title: Chair, Selectboard