

CONSTRUCTION AGREEMENT
BETWEEN
The Inhabitants of the Town of Chebeague Island
AND
AXIOM Technologies, LLC

THIS AGREEMENT (“Construction Agreement”) is entered into on _____, 2022, by and between the Inhabitants of the Town of Chebeague Island, a municipal corporation existing under the laws of the State of Maine (hereinafter referred to as the “Town”), and Axiom Technologies LLC, a Limited Liability Company duly organized under the laws of the State of Maine, with a place of business located at 3 Water Street, Machias, ME 04654 (hereinafter referred to as “Axiom;” collectively, both parties are hereinafter referred to as the “Parties”).

WITNESSETH

WHEREAS, the Town is interested in entering into a mutually beneficial agreement for the purpose of supporting fiber optic Internet service across the Town; and

WHEREAS, the Town and Axiom desire to establish procedures governing the installation of the Internet system, which work will be done by Axiom; and

WHEREAS, the Parties are entering into a separate agreement to operate the System (“Franchise Agreement”), which is expressly conditioned on the execution of this Construction Agreement.

NOW, THEREFORE, the Parties agree in consideration of the promises and mutual covenants set forth herein as follows:

1. Construction of fiber optic system. Axiom with an approved subcontractor will construct and install (as described in Attachment A) a fiber optic distribution and fiber optic backhaul internet system, hereinafter referred to as the “System”, capable of providing all residents, businesses, and other organizations of the Town with high-speed internet services. The design of the System will anticipate natural growth of premises and all premises will have the ability to hook up to the System if they desire.

2. Subcontractors; responsibility. Axiom guarantees the performance of all subcontractor obligations hereunder, and Axiom may use subcontractors to perform any of its obligations hereunder, only with the express written consent of the Town. Axiom shall not be permitted to charge to the Town, or retain from the Town, any fee in connection with a Subcontractor.

3. Funding of the construction of the System. Chebeague will provide all funding for this broadband infrastructure capital construction project in a timely manner to allow Axiom to proceed with construction. The parties acknowledge and agree that the following three (3) conditions are express conditions precedent to all of the Town’s obligations under this Construction Agreement:

- a. The Town’s receipt of grant funding in an amount not less than \$600,000;

- b. Chebeague's ability to secure a twenty-year bond; and
- c. Execution by all parties of a Franchise Agreement.

4. Definitions of terms.

- a. Internet system: referred to as the "System" is the fiber-optic infrastructure consisting of fiber optic cabling, transmission, reception, and distribution equipment technology, controls, and all equipment necessary for the operation of the System, to be installed in the Town capable of serving every premises in the town, up to the limits defined in Attachment A, which may be amended on the consent of the parties. With the exception of the operation rights granted to Axiom pursuant and subject to the terms of the Franchise Agreement, The System, including the Drops (defined below), any upgrades made to the System, and any intellectual or physical property in connection therewith, is owned exclusively by Chebeague.
- b. Premises: refers to any home, business, or municipal structure in the Town that will receive a fiber-optic connection.

Other terms used herein that are defined in the Franchise Agreement shall have the meaning as in the Franchise Agreement. Terms that are not defined in this Agreement or the Franchise Agreement shall have their commonly accepted meanings.

5. Compliance with applicable laws and ordinances.

Axiom and its subcontractors shall comply at their cost, with all statutes, codes, ordinances, rules, or regulations applicable to the System and its construction and will comply with the Equal Employment Opportunity Act, as well as any requirements established by grant funding of the project.

6. Overview and goals.

The Town seeks reliable, high-speed Internet service capable of exceeding both the FCC and State of Maine definitions of broadband, currently 100 Mbps down and 20 Mbps up, and 100 Mbps down and 100 Mbps up, respectively, while maintaining an affordable subscription price. The overall goal is service that meets the Town's needs now and well into the future; that is consistent and reliable despite seasonality of the community's population; and that serves individual residences, municipal and civic institutions, telecommuters, and local businesses.

7. Operational timelines

Axiom and the Town are committed to the System being fully operational twelve to fifteen (12-15) months after the Town and Axiom mutually agree to begin construction ("Initial Install Period"). Axiom will oversee and coordinate all construction work with its approved subcontractor. Axiom will act as project manager and perform the following services:

- a. Oversee the overall build of the project.
- b. Provide guidance and planning services on trunk and Drop cable installation.
- c. Order all equipment, cabling, home installation kits and all necessary fiber installation products and ancillary needs to keep the System operational.

- d. Install electronic equipment in the Central Office (“CO”), and all customer installations.
- e. Move the CO to a mutually agreed location on Town property.

It is recognized that the following factors may affect the completion target:

- a. Full funding of all necessary costs of construction must be secured and conveyed to Axiom in the timeframe required, as defined in Axiom’s System Construction Work scope and Budget, in order to meet the construction deadlines as described in Attachment B. Should funding be delayed beyond the timeframe established in Attachment B, the construction timeline and deadlines for service commencement shall be modified with no penalty to Axiom in any way, including but not limited to fines, withholding of funds or other penalties.
- b. Should weather, natural events, or other events outside of Axiom’s control delay or shorten a construction season or otherwise impair the ability to work, thus causing delays in meeting construction deadlines, the timeline shall be modified with no penalty to Axiom in any way, including but not limited to fines, withholding of funds or other penalties .
- c. Should vendor or upstream contractor delays in work scheduled or equipment availability that are outside of Axiom’s control cause delays in meeting construction deadlines, the timeline shall be modified with no penalty to Axiom in any way, including but not limited to fines, withholding of funds or other penalties .
- d. Axiom will perform due diligence to determine feasibility of hook ups to the home or premises (“Drop(s)”) and build customer connections and trunk at the same time.
- e. In the event new Drops are requested by Town customers after the Initial Install Period, Axiom agrees to provide these additional installs, to customers directly.

8. Pole Licensing

Axiom, on behalf of the Town, will apply for pole attachment licenses to be held by the Town, naming Axiom as the prime contractor for said attachments. If the Town is required to hold liability insurance to satisfy pole attachment requirements, Axiom shall reimburse the Town for the costs of such insurance within thirty (30) days of the Town’s request for reimbursement. Axiom shall also assist the Town in preparing any required make-ready applications pursuant to 35-A M.R.S. § 2524.

9. Conditions of Construction

Construction of the System by Axiom shall conform to the following requirements:

- a. All transmission and distribution structures, lines and equipment erected or installed by Axiom shall be located to cause minimal interference with the proper use of streets and public ways and to cause minimal interference, during the construction phase, with the rights and reasonable conveyance of property owners whose land may adjoin any street or public ways. Axiom shall be responsible for negotiating access or easements necessary for it to install the System.

- b. The Town will assist Axiom and convey, to the extent the same are conveyable, to Axiom the rights to acquire, construct, erect, suspend, install, renew, maintain, repair, replace, extend, enlarge and operate the System throughout the Town, in, upon, along, across, above, over and under the streets, easements, public right of ways and Town- owned land, which may include underground conduits, trenches, splice boxes, wires, cables, and pole attachments as related to providing internet services to the residents of the Town . The Town will assist Axiom to work with appropriate entities to obtain the same authorizations detailed above as required for Axiom to make connections between the System and individual subscribers' premises, either separately or in conjunction with any public easement and authority within the limits of the Town.
- c. Construction materials, related to the System will be held and readied for construction on a mutually agreed upon site in the Town to maximize convenience and reduce construction delays. Security for such site shall be the responsibility of Axiom.

10. Repair of disturbances.

In cases of disturbances of any streets, sidewalks, and public ways, for work stemming from a Drop connecting a property to the main trunk, Axiom will bear the cost of repair.

11. Conditions on street occupancy.

- a. If at any time during the period of this Construction Agreement the Town shall lawfully elect to alter or change the grade, alignment or routing of any street, sidewalk, public right of way or public property, the Town will be responsible for the labor and material cost of Axiom or approved sub-contractor to remove and relocate the internet cabling,
- b. Upon prior written approval, the Town shall allow Axiom to trim trees and clear debris or brush on Town-owned property as needed to allow and maintain access to the System equipment as necessary.
- c. At the request of any person holding a building-moving permit, or relocation permit or who requires for whatever reason a relocation of the fiber entrance to their Premises and/or a relocation of the Customer Premises Equipment on their property, Axiom shall move, relocate, raise, or temporarily uninstall System equipment as needed. Axiom will be responsible for collecting the costs of such work from the person requesting the work, as determined by Axiom's then-prevailing rate for onsite professional services plus any third-party costs required by the job at hand. Axiom shall require a minimum of thirty (30) business days' notice to arrange for this work to occur.

12. Liability and Indemnification; Insurance.

- a. Each party agrees to hold harmless and to indemnify the other party for any liability that may occur as the result of such party's (i) breach of this Construction Agreement, or (ii) negligence or willful misconduct.
- b. Axiom shall maintain throughout the term of this Agreement and any service period following this Construction Agreement, liability insurance in accordance with levels required to be a pole licensee in the State of Maine. Proof of such insurance is included in Attachment C and shall be provided annually to Chebeague, or as needed/requested.

- c. Axiom shall, at its sole cost, indemnify, defend, and hold harmless the Town from all loss, costs and damages incurred by Chebeague as a result of the filing of any liens relating to this Construction Agreement, the System or any of its work in connection therewith, except to the extent such lien relates solely to the Town's failure to make timely payments under the Construction Agreement.
- d. In addition to any other insurances required by this Section, Axiom shall obtain and maintain throughout the terms of this Agreement, at no expense to the Town, the following coverages:
 - (1) Commercial General Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000), combined single limit, to protect Axiom and the Town from claims and damages that may arise from operations under this Agreement, whether such operations be by Contractor or by anyone directly or indirectly employed by it.
 - (2) Automobile Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000, combined single limit, to protect Axiom and the Town from claims and damages that may arise from operations under this Agreement.
 - (3) Workers' Compensation Insurance in amounts required by Maine law and Employer's Liability Insurance, as may be necessary and required by Maine law.

The liability insurance policies required by subsections (1) and (2) above shall name the Town and its officers, agents and employees as additional insureds. Axiom, prior to commencement of work under this Agreement, shall deliver to the Town certificates satisfactory to the Town evidencing such insurance coverages, which certificates shall state that Axiom or the insurer must provide written notice to the Town at least thirty (30) days prior to cancellation, non-renewal, material modification or expiration of any policies. Replacement certificates shall be provided to the Town prior to the effective date of cancellation, termination, material modification or expiration of such insurance policies.

13. Service standards and requirements.

Axiom shall design, construct, operate and maintain the System in strict compliance with all laws, ordinances, rules, and regulations that affect the System.

14. Safety requirements.

- a. Axiom shall at all times employ reasonable care and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public, Axiom's employees, and approved subcontractors.
- b. Axiom shall install and maintain any wires, cables, fixtures, and equipment in accordance with the requirements of all applicable federal, state, and local ordinances, codes, laws, and regulations.
- c. All structures, equipment, cabling and lines in or over, under or upon the streets, sidewalks and public right of ways or public places shall be maintained in a safe, suitable, functional condition by Axiom.

15. Modifications by reason of statutes and government regulations.

If at any time, any section of this Construction Agreement or the installation of the System itself, conflicts with operation under or compliance with any federal or state statutes or with regulations of the Federal Communications Commission or any other State or Federal regulatory agency, Axiom shall notify Chebeague as soon as practicable so said section may be altered to conform to said statute or regulations.

16. Severability

If any section, subsection, clause, phrase, or portion of this Construction Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions of this Construction Agreement.

17. Transfer of agreement.

Axiom shall not transfer or assign any rights under this Construction Agreement to any other person without prior written approval of the Town, which approval shall not be unreasonably withheld. Any such transfer shall be in writing, which shall include an express acceptance of all terms and conditions of this Construction Agreement by the assignee, including the provision of all required insurances. Any assignment or transfer without prior written consent shall constitute a material breach of this Construction Agreement, which may result in the revocation of the Construction Agreement. In making such a determination of whether to approve or reject a transfer or assignment, the Town may consider any qualifications it deems relevant, including but not limited to the following:

- a. The experience and/or creditworthiness of the proposed transferee or assignee;
- b. The financial, technical, and legal qualifications of the proposed transferee or assignee;
- c. If requested by Chebeague, submittals for the proposed transferee or assignee, on what, if any, changes it intends to make to the operations and maintenance of the System;
- d. Any corporate or other connections between Axiom and the proposed transferee or assignee; and
- e. Any other aspect of the proposed transferee or assignee's background, which could affect health, safety, and welfare of the citizens of Town as it relates to construction or operation of the System.

18. Completion of construction and installation.

Upon assertion by Axiom that every part of the System has been fully tested and the last scheduled Premises install has been completed, thus the construction and installation of The System is complete, the Town shall without undue delay:

- Verify with Axiom that the scope of network construction is complete;
- Verify with Axiom that testing of the network is complete;
- Verify with Axiom that all scheduled premises installations have been completed; and
- Inspect the System to determine whether to accept it as complete. Such inspection includes but is not limited to inspection by an independent engineer selected by Chebeague at its discretion and cost. If a Town official, an agent of the Town or a qualified engineer identifies any materials not provided, material defects, or workmanship not complete and of acceptable quality, Axiom must remedy these defects at its cost, as quickly as possible.

Upon the Town's agreement that testing is complete, that the last scheduled Premises install has been completed, the Town will consider the Work complete and accept the System, providing written acceptance that The Work is complete.

The Town may also inspect the construction and installation at any time during the Initial Installation Period. Any defects or deficiencies in the construction, including material defects or materials not in accordance with the design, bill of materials and industry standards, or workmanship not acceptable and of good quality, identified by the Town must be remedied by Axiom as quickly as possible in relation to ongoing work as well as that already completed. The costs of any outside engineering inspection during construction or at completion of the project will be the responsibility of the Town to include in the overall budget of the project or fund separately out of Town funds. If defects were identified, follow-up inspections for verification will be at Axiom's cost.

19. Payments.

The Town agrees to pay Axiom the total cost of construction, subject to adjustments for changes in the System as may be agreed to in writing by the Town and Axiom. A detailed construction budget is contained in Attachment A.

Adjustments may include any services and materials that can be supplied by the Town so long as they meet the standards of the prime construction contractor.

The Town shall make payments to Axiom due upon Axiom achieving the milestone objectives in accordance with Attachment B. All payments due to Axiom shall be paid within thirty (30) days of the same becoming due.

Notwithstanding the milestone objectives' associated costs, the Town shall retain the final payment as shown in Attachment B as not due pending written acceptance of the System.

Final payment shall be paid no later than thirty (30) days after acceptance of the System, provided Axiom has submitted evidence satisfactory to Chebeague that all material bills and other indebtedness connected with the work has been paid, including the provision of lien waivers from subcontractors if required by the Town. Axiom shall remain liable for all costs of installing the System incurred during the Initial Installation Period, even after acceptance of the System by the Town.

With three (3) days' notice, Axiom will provide to the Town, at a place and time of the Town's choosing all books, accounts, and receipts of Axiom for inspection as they relate to the construction contemplated herein ("Review Right"). Chebeague may invoke its Review Right only as follows: once, at any time in its sole discretion during the Initial Installation Period, if a discrepancy is found, once to confirm the discrepancy has been remedied, and once prior to making Final Payment.

20. Counterparts.

This Construction Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single Construction Agreement. This Construction Agreement may be executed by facsimile or PDF via email or service such as DocuSign.

21. Governing law.

This Construction Agreement and the rights and obligations of the parties hereto shall be interpreted and enforced in accordance with and governed by the laws of the State of Maine, without regard to the conflict of laws and provisions thereof.

22. Dispute resolution.

Except as otherwise agreed by the parties in writing, the parties shall work together to resolve disputes either through mediation or non-binding arbitration. In the event that they are unable to reach a resolution through this process, all disputes, controversies, claims, counterclaims and other matters in question between the Town and Axiom arising out of or relating to this Agreement shall be decided by a Maine court of competent jurisdiction. Except as otherwise expressly agreed by the parties in writing, exclusive venue for a civil action shall be in the Maine Superior Court (Cumberland County).

IN WITNESS WHEREOF, the Town of Chebeague Island has caused this Construction Agreement to be duly executed in its name by the Select Board as authorized by a vote of the Town on February XX, 2022, and Axiom has caused this Construction Agreement to be duly executed in its name and behalf by Mark Ouellette, President and CEO, all being duly authorized to act in their respective capacities, as of the date of signing.

Town of Chebeague

Donna Miller Damon, Chair

Signature: _____

Date: _____

Jean-Louis Beaupre, Vice Chair

Signature: _____

Date: _____

Jen Belesca

Signature: _____

Date: _____

Mark Dyer

Signature: _____

Date: _____

John "Jay" Corson

Signature: _____

Date: _____

Axiom Technologies, LLC

Mark Ouellette, President & CEO

Signature: _____

Date: _____

ATTACHMENT A

Description of System & Budget

System Description:

The fiber optic system being deployed in Chebeague will bring a dedicated fiber connection to each home and business from the Central Office equipment. Access to best-in-class reliability and supporting speeds of up to 1Gbps of symmetrical service (G-PON) are highlights of a system that will rival any FTTP (fiber to the household) system in the United States. The system is capable of handling future growth in new homes or businesses expected in the community and is considered future proof for the next 20 years or more. The system architecture will have additional ports capable of delivering 10Gbps (XGS-PON) of service to specialized equipment with the capability of handling 10Gbps, and that can be expanded with upgrades to the electronics and home equipment in the future, as needs/demand dictate.

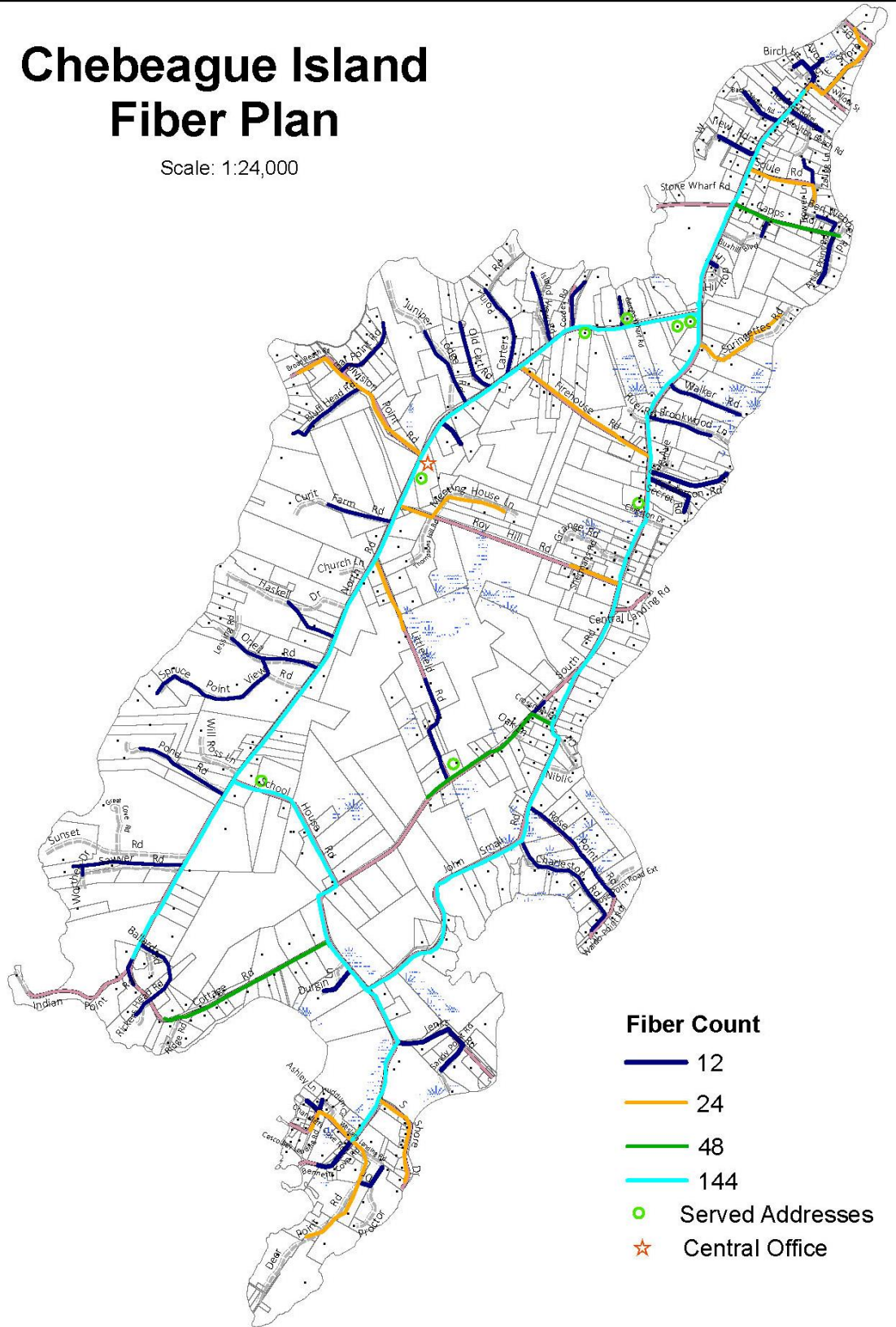
All fiber lines will be run over existing utility poles, except on private property where the property owner so wishes.

We will be using AdTran equipment. A detailed CO budget is included as part of the overall construction budget.

A final network design map shall be provided by Axiom to Chebeague for approval, prior to construction.

Chebeague Island Fiber Plan

Scale: 1:24,000



Prepared by Town of Chebeague Island
Broadband Committee with data from
Axiom Technologies, LLC
Feb 2, 2022

CO Budget:	For 465 Homes Passed on Chebeague Island, Maine
8/6/2021	

Item	Model/Part #	Price	QTY	Extended	Notes
Rehab/update & upgrade TA5000 Cabinet	AdTran Total Access 5000	\$21,000.00	1	\$ 21,000.00	Includes batteries, rectifiers, chassis, rack, grounding, patch cables, PDUs, environmental monitors, cable management, etc.
SFPs	10km 1310nm AdTran & Juniper Coded 10GE	\$ 112.00	20	\$ 2,240.00	12 hot + 8 spare
OLT Combo Card w/ Combo Optics	AdTran 4187518F32	\$14,944.00	3	\$ 44,832.00	2 live + 1 Spare, can serve 1G or 10G depending on the the ONT
Spare SCM	AdTran Controller Module "F3" 1187011F3	\$ 686.00	1	\$ 686.00	Controller card for the TA5000
Spare SM40	AdTran 40GE Switch Module 1187041F1	\$ 5,114.00	1	\$ 5,114.00	Spare TA5000 switch module
Spare Fan Card	AdTran 1187080G3	\$ 520.00	1	\$ 520.00	TA5000 Fan Card
Spare rectifiers	ELTEK FLATPKS RECT 1000W 1353PWR131	\$ 606.67	4	\$ 2,426.68	Spare Full String
Spare fan filter	AdTan 1187081G1	\$ 87.00	1	\$ 87.00	For TA5000
Mosaic Subscriber Insight	AdTran 18111040F1	\$ 4.92	300	\$ 1,476.00	To monitor device performance at the home
Device Manager	Various AdTran part numbers for Subscriber In	\$ 5,225.00	1	\$ 5,225.00	To monitor and manage the TA5000 and associated OLTs
Site Router	Mikrotik CCR1072-1G-8S+	\$ 3,500.00	2	\$ 7,000.00	80GB throughput, 1 live + 1 spare
Site prep, pole placement, cabinet mounting	Local Contractors	\$ 5,000.00	1	\$ 5,000.00	Earthwork + boom truck to offload the hut
Generator purchase, install (includes LP tank and plumbing), and all electrical work - service install, panel w/ lightning suppression, generator tie-in, etc.	16kW Generac with Auto-Transfer switch, and	\$16,500.00	1	\$ 16,500.00	Generac #7228 or similar
Professional Services - AdTran Turn-Up	Onsite-support to install/test/activate	\$ 9,000.00	1	\$ 9,000.00	By Walker and AdTran
Expansion cabinet	American Products MiniFort	\$ 9,800.00	1	\$ 9,800.00	16RU Cabinet w/ 2000 BTU/hr AC Unit
Uninterruptable Power Supply for 120VAC equipment	TrippLite SU1000RTLCD2UN	\$ 1,200.00	2	\$ 2,400.00	1+ spare
TOTAL				\$133,306.68	Plus Tax & Plus Shipping

LATERAL ID	COUNT	LENGTH	POLES	DROPS	SNAPS	ONTs	OSP FOSC	SUB BURNS	OSP BURNS
CB1-12	12	705	4	4	4	4	0	6	12
CB2-12	12	294	3	4	3	4	0	6	12
CB3-12	12	577	5	7	4	7	0	12	12
CB4-12	12	813	7	6	3	6	0	12	12
CB5-12	12	851	7	5	4	5	0	6	12
CB6-12	12	525	5	5	3	5	0	6	12
CB7-12	12	684	6	2	1	2	0	6	12
CB8-12	12	473	3	3	3	3	0	6	12
CB9-12	12	1424	12	6	5	6	0	6	12
CB10-12	12	491	10	1	2	1	0	6	12
CB11-12	12	226	2	3	2	3	0	6	12
CB12-12	12	356	3	3	3	3	0	6	12
CB13-12	12	442	4	4	3	4	0	6	12
CB14-12	12	1102	10	2	3	2	0	6	12
CB15-12	12	150	2	3	2	3	0	6	12
CB16-12	12	168	2	3	1	3	0	6	12
CB17-12	12	1007	10	3	4	3	0	6	12
CB18-12	12	1357	13	7	6	7	0	12	12
CB19-12	12	722	5	3	3	3	0	6	12
CB20-12	12	429	4	3	3	3	0	6	12
CB21-12	12	1554	9	5	5	5	0	6	12
CB22-12	12	1518	14	7	5	7	0	12	12
CB23-12	12	420	3	4	3	4	0	6	12
CB24-12	12	1059	9	6	5	6	0	6	12
CB25-12	12	1213	9	4	4	4	0	6	12
CB26-12	12	1969	13	11	8	11	0	12	12
CB27-12	12	1547	14	9	6	9	0	12	12
CB28-12	12	1735	11	9	7	9	0	12	12
CB29-12	12	249	3	5	3	5	0	6	12
CB30-12	12	247	3	4	3	4	0	6	12
CB31-12	12	1365	10	3	3	3	0	6	12
CB32-12	12	926	8	2	2	2	0	6	12
CB33-12	12	934	10	2	2	2	0	6	12
CB34-12	12	406	3	5	3	5	0	6	12
CB35-12	12	2442	16	5	7	5	0	12	12
CB36-12	12	746	5	4	1	4	0	6	12
CB37-12	12	858	7	2	3	2	0	6	12
CB38-12	12	1059	9	6	4	6	0	6	12
CB39-12	12	1181	11	3	3	3	0	6	12
CB40-12	12	129	2	2	1	2	0	6	12
CB59-12	12	509	3	2	3	2	0	6	12
CB60-12	12	1149	8	8	8	8	0	12	12
CB61-12	12	931	8	3	3	3	0	6	12
TOTAL	<i>STRAND</i>	36942							
TOTAL	<i>12CT</i>	36942	POLES	DROPS	SNAP/FAT	ONTs	OSP FOSC	SUB BURNS	OSP BURNS
			TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
			305	188	154	188	0	312	516

Construction Methods:

- Backbone
 - Attachment position is 12" above CCI or 40" below power
 - All backbone fiber will be lashed onto ¼" strand with appropriate hardware and guying
 - Bond strand to every available pole ground vertical and every guy or take-off
 - All terminating strand poles will be guyed following CCI's Form-3 requirements
 - 150' slack loops will be placed every 10 spans or 1500' on all backbone cables
 - 10' slack loops at every pole will be placed on all distribution cables
 - All lashed fiber will be single lashed, except for road crossings and slack loops which will be dual lashed
 - All enclosures will be ring cuts, except for reel end butt splices
 - All fiber reels must be run to design, no additional splice enclosure unless otherwise approved
 - All fiber optic splices must be under a 0.15 dB max loss per splice bidirectionally
 - All terminated fibers will have end to end bidirectional OTDR test results upon completion.
 - No drop will have more than one splitter between subscriber ONT and the CO. No fiber will be laid on any exposed ground surfaces. All installs will be on utility poles only unless in underground or protected enclosures approved by the Town in advance.

- House Drops
 - Attachment position is 12" above CCI or 40" below power
 - Drop spans within 0' to 150' are considered standard
 - Drop spans over 150' to 250' will require special drop attachment hardware
 - Drop spans over 250' will need to have ¼" strand installed, and the drop lashed. If one span needs strand, then the entire drop needs strand and anchors to support the pole line
 - Drops will be J-lagged off the pole 6" above the backbone strand towards home
 - Drops will follow power, unless otherwise specified by the homeowner
 - Attachment to the house will be 12" below power running parallel to existing phone drop
 - ONT will be placed alongside the existing phone NID
 - Underground drops will be fished and run through existing conduits with a metal trace wire
 - New Underground drops will have to be discussed with the homeowner on an individual basis
 - Innerduct protection of the UG drop is available upon request

Construction Budget

Broad construction categories	Total (\$)
Construction cost	\$989,512 (for 300 customers)
Axiom Project Management (5%)	\$47,500
Pole license application (est.)	\$34,500
Make Ready (est.)- pole replacements (38)	\$57,000
Make Ready (est.)	\$292,500
Central Office Equipment & Materials (Axiom)	\$133,000
Move Central Office to Town Property	\$10,000
Customer Premises Equipment Installation	\$120,000
Totals	\$1,684,012

Total before any potential savings derived from existing funds or grants.

NOTE: The gray areas are only estimates and will depend on full inspection by both Consolidated Communications and CMP to determine final costs through the pole licensing process.

NOTE: The budget includes the cost of make ready, although state law (35 MRSA §2524) states this is waived for a municipal-owned network serving customers who presently have less than 25/3Mbps. Under these two criteria, Axiom and the Town believe that make ready costs should be avoided. An estimate of this cost is included so that if the law is challenged, the project can still move forward while the matter is being adjudicated.

Any changes to the overall Contract Amount shall be documented in a signed letter from Axiom to Chebeague for countersignature by a Chebeague authorized representative. If accepted and countersigned, the Contract Amount stated in the letter shall become the new Contract Amount.

GRANTS

It is expected that the fiber broadband internet project will open up opportunities for state, federal and private grants for additional cost savings to the cost of construction. Axiom agrees to participate, assist, and provide support for any appropriate grant applications at no additional cost.

ATTACHMENT B

Construction Timeline and Payment Schedule

Approximate Date		Milestone	Items	Payment
5/1/2022		Receipt of Funds	Pole Registration	327,313.00
			Fiber Materials	
6/1/2022		Approval of Pole Registration		33,000.00
8/1/2022		Make Ready Starts	Central Office Material & Equipment	160,500.00
			Project Management	
			Pole Replacement & Pole Make Ready Invoices paid as received	Total est. Cost (max) 349,500
11/1/2022		Make Ready Month 3	Customer Premises Units	60,000.00
3/1/2023		Make Ready Complete	Project Management	20,000.00
	Const Week	Construction Starts		
4/1/2023	4	Fiber Cable Placed	Cable Labor, Install Customer Premises Equipment (CPE)	325,965.00
5/7/2023	9	Aerial Drop Splices Complete	Cable Labor, Install CPE	202,930.00
7/1/2023	14	Premises Drop Splicing & Testing	Cable Labor, Install CPE	129,904.00
8/1/2023		Final Testing Complete		75,000.00

Funding will be released on achievement of the stated milestones.

All dates are approximate and contingent on receipt of grant funding.

ATTACHMENT C

Axiom Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

AXIOT-1 OP ID: WA
DATE IMMEDIATELY
10/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsements).

PRODUCER Brown Holmes & Milliken Agency 67 Foster St P.O. Box 707 Ellsworth, ME 04606		CONTACT NAME: Wanda Alley PHONE (A/C No., Ext.): 207-255-5071 FAX (A/C No.): 207-255-5070 EMAIL ADDRESS: wandaa@bhm-ins.com															
INSURED Axiom Technologies LLC 3 Water Street Machias, ME 04654		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: MEMIC</td> <td>11149</td> </tr> <tr> <td>INSURER B: Mass Bay</td> <td>22306</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: MEMIC	11149	INSURER B: Mass Bay	22306	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

IRIS LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBSCRIBER	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. SEC. <input type="checkbox"/> LOC	X	X	ODP8813669	10/07/2021	10/07/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADW INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	AWP8844201	10/07/2021	10/07/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DEF. RETENTIONS	X	X	ODP-8813669	10/07/2021	10/07/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	1810112279	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> WBS STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 F1 DISEASE - FA EMPLOYER \$ 1,000,000 F1 DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 105, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Town of Chebeague Island 132 North Road Chebeague Island, Maine 04017	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Wanda Alley</i>
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