

**PUBLIC / PRIVATE PARTNERSHIP
CONSTRUCTION AGREEMENT
BETWEEN
Town of Chebeague Island
AND
AXIOM Technologies, LLC**

THIS AGREEMENT (“Agreement”) is entered into on December XX, 2021, by and between the Town of Chebeague Island, Maine (hereinafter referred to as “Chebeague” or “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”).

WITNESSETH WHEREAS “Chebeague” is interested in entering into a mutually beneficial agreement for the purpose of supporting fiber optic Internet service across the Town and whereas Chebeague and Axiom desire to establish procedures governing the installation of the Internet system, being a service to be provided by Axiom.

And NOW THEREFORE, the aforementioned parties agree in consideration of the promises, mutual covenants and other good and valuable consideration as follows:

Axiom with our prime construction partner Hawkeye Connections 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.

Chebeague will provide all funding for this broadband infrastructure capital construction project in a timely manner to allow Axiom and Hawkeye. DEFINITIONS

- a. Internet system: referred to as “The System” is the fiber-optic infrastructure consisting of fiber optic technology, controls, and equipment to be installed in the Town capable of serving every premise in the town, up to the limits defined in Attachment A. With the exception of the operation rights granted to Axiom pursuant and subject to the terms herein, The System is owned exclusively by Chebeague.
- b. Premise: refers to any home, business, or municipal structure that will receive a fiber-optic connection.

1. COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES

Axiom and Hawkeye shall comply with all statutes, codes, ordinances, rules, or regulations applicable to The System and its operation and will comply with the Equal Employment Opportunity Act.

2. OVERVIEW AND GOALS

The community seeks reliable, high-speed Internet service capable of exceeding both the FCC and State of Maine definitions of broadband that has an affordable subscription price. The overall goal is service that meets the Town of Chebeague'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.

3. OPERATIONAL TIMELINES

Axiom and Chebeague are committed to the system being fully operational 12-15 months after the Town and Axiom mutually agree to begin construction. Axiom, as the overall contractor, will oversee and coordinate all construction work with our prime construction partner, Hawkeye Construction and 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. Arrange and manage all aspects of backhaul services to assure reliable service to the specified capacity of the System.
- f. Take all orders for service.

It is recognized that the following factors will affect adherence to this completion target.

- a. Full funding of all necessary costs of construction shall be secured and conveyed to Axiom in the timeframe required, as defined in Axiom's System Construction Workscope and Budget, to meet the construction deadlines as described in Attachment 2. Should funding be delayed beyond the timeframe required by Axiom, 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 construction season or 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 conveyed onto Axiom.

- 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 conveyed onto Axiom.
- d. Axiom will perform due diligence to determine feasibility of hook ups to the home as soon as the trunk line is built and build customer connections and trunk at the same time.

4. POLE LICENSING

Axiom, on behalf of the Town, will apply for pole attachment licenses held by Chebeague, naming Axiom as the prime contractor for said attachments, with Chebeague holding the necessary insurance to satisfy pole attachment requirements.

5. 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 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.
- b. Chebeague will work with appropriate entities to obtain authorization for and hereby conveys, 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 of Chebeague owned land, which may include underground conduits, trenches, splice boxes, wires, cables, and pole attachments as related to providing internet, phone services to the residents of Town of Chebeague. Chebeague will further 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 of Chebeague.
- 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.
- d. In cases of disturbances of any streets, sidewalks, and public ways, for work stemming from connecting a property to the main trunk, Axiom will assign the cost of repair to Chebeague or the property owner as part of The System construction. Repairs for any unplanned disturbances to streets, sidewalks, and public ways will be covered by the installer or prime contractor.

6. CONDITIONS ON STREET OCCUPANCY

- a. If at any time during the period of this 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 Chebeague will be responsible for the labor and material cost of Axiom or approved sub-contractor to remove and relocate the internet cabling,

- b. Chebeague consents to permitting Axiom to trim trees and clear debris or brush as needed to allow 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 Premise and/or a relocation of the Customer Premise Equipment on their property, Axiom shall move, relocate, raise, or temporarily uninstall System equipment as needed. The costs of such work by Axiom will be borne by 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.

7. LIABILITY AND INDEMNIFICATION

- a. Each party agrees to hold harmless and to indemnify the other party for any liability that may occur as the result of the other party's (i) breach of this Agreement or (ii) negligence or willful misconduct.
- b. Axiom shall maintain throughout the terms of this agreement, liability insurance in accordance with industry norms. Proof of such insurance is included in Attachment B and shall be provided annually to Chebeague, or as needed/requested.
- c. Axiom shall indemnify, defend, and hold harmless Chebeague from all loss, costs and damages incurred by Chebeague as a result of the filing of any mechanics liens relating to the Work (defined hereunder), except to the extent such lien relates solely to Chebeague's failure to make timely payments under the Agreement.

8. SERVICE STANDARDS AND REQUIREMENTS

Axiom shall construct The System in strict compliance with all laws, ordinances, rules, and regulations that affect The System.

9. SAFETY REQUIREMENTS

- a. Axiom shall, at all times employ ordinary 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.
- 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, substantial condition by Axiom.

10. MODIFICATIONS BY REASON OF STATUTES AND GOVERNMENT REGULATIONS

If at any time, any section of this Agreement 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, said section shall be altered to conform to said statute or regulations.

11. SEVERABILITY

If any section, subsection, clause, phrase, or portion of this 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 Agreement.

12. TRANSFER OF AGREEMENT

Axiom shall not transfer or assign any rights under this Agreement to any other person without prior written approval of Chebeague, 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 Agreement. Any assignment or transfer without prior written consent shall constitute a material breach of this Agreement, which may result in the revocation of the Agreement. In making such a determination of whether to approve or reject a transfer or assignment, Chebeague may consider the following:

- a. The experience 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 of Chebeague as it relates to construction of The System

13. COMPLETION OF CONSTRUCTION AND INSTALLATION

Upon assertion by Axiom that every part of The System has been fully tested and the last scheduled Premise install has been completed, thus the construction and installation of The System is complete, Chebeague will 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 premise 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 as quickly as possible.

Upon Chebeague agreement that testing is complete, that the last scheduled Premise install has been completed, and if desired by the Town, the Town will consider The Work complete and accept The System, providing written acceptance that The Work is complete.

Chebeague may also inspect the construction and installation at any time during construction. 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 as well as follow-up inspections for verification if defects were identified, will be the responsibility of Chebeague to include in the overall budget of the project or fund separately out of Town funds.

14. PAYMENTS

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

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

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

Notwithstanding the milestone objectives' associated costs, Chebeague shall retain the final 5% of payments as not due pending written acceptance of completion of the Work.

Final payment shall be paid no later than thirty (30) days after acceptance of completion of the Work, provided Axiom has submitted evidence satisfactory to Chebeague that all material bills and other indebtedness connected with the work has been paid.

Upon providing Axiom three days' notice, Chebeague shall have the right to inspect the books, accounts, and receipts of Axiom 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 construction, and once prior to making Final Payment.

15. COUNTERPARTS

This 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 agreement. This Agreement may be executed by facsimile or PDF via email or service such as DocuSign.

16. GOVERNING LAW

This 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.

17. ARBITRATION

Any dispute, controversy or claim arising out of or related to this Agreement, or any breach of this Agreement shall be submitted to and decided by binding arbitration. Arbitration shall be administered exclusively by American Arbitration Association under its Commercial Arbitration Rules and shall be conducted consistent with the rules, regulations, and requirements thereof as

well as any requirements imposed by state law. Any arbitral award determination shall be final and binding upon the parties. Each party will be solely responsible for its expenses related to or arising from the Arbitration.

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IN WITNESS WHEREOF, the Town of Chebeague Island has caused this Agreement to be duly executed in its name by the Select Board as authorized by a vote of the Town on December XX 2021, and Axiom has caused this Franchise to be duly executed in its name and behalf by Mark Ouellette, President and CEO and Ryan Hawkes, Owner/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: _____

Hawkeye Connections

Ryan Hawks, Owner/CEO

Signature: _____ Date: _____

Attachment A

Description of System & Capabilities

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 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.

This network will be designed as a "home run" system where each home will have a dedicated fiber delivered from the CO. All fiber lines will be run over existing utility poles. Home run systems allow for future needs and maximum privacy with emerging telehealth and on-line education while creating a "fiber pipe" that is capable of dealing with all of the communications needs including data, phone, and streaming content, while creating a generational solution that will provide capable infrastructure for Chebeague to create new opportunities for residents, visitors, and businesses.

Attachment B

Construction Payment Schedule

1. Total estimated cost of project by line item:

Broad construction categories	Total (\$)
Hawkeye Construction cost	\$948,000 (for 300 customers)
Axiom Project Management (5%)	\$47,500
Pole license application (est.)	\$33,000
Make Ready (est.)- pole replacements (38)	\$56,250
Make Ready (est.)	\$0
Central Office Equipment & Materials (Axiom)	\$133,000
CPE Installation	\$120,000
Totals	\$1,340,250

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

NOTE: The grayed 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 price does not include any cost of make ready, which the law states can be waived with a municipal owned network and service of less than 25/3Mbps. Under these two criteria, we strongly believe that make ready costs should be voided. HOWEVER, no community has invoked this law, we expect at least one to do so by the end of the year. This make-ready estimate is \$337,500 and is not included in the price as we expect this to be avoided.

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.

Potential Savings

- ConnectMaine grant (35%) \$469,087 (est.)
- Chebeague ARPA funds \$36,540
- County ARPA funds \$100,000 (est.)

Total estimated savings \$605,627

Total Construction cost after savings- \$734,623

Cost of Central Office equipment

We have developed a budget of \$133,000 using our existing site at the clam shack on North Road. We will be using AdTran equipment. A detailed CO budget will be added.

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Cost of Main Trunk line- excludes pole licensing, make ready and cost of home connection



CHEBEAGUE ISLAND MATERIAL & LABOR ESTIMATE

ESTIMATED MATERIALS							ESTIMATED LABOR				
TYPE	LINEAR	20% SLACK	TOTAL	ORDER QTY	PRICE	TOTAL	CODE	UOM	QTY	RATE	TOTAL
2CT	72119	14423.8	86542.8	90000	\$0.20	\$18,000.00	STRAND	PER FT	100000	\$0.80	\$80,000.00
12CT	34353	6870.6	41223.6	45000	\$0.36	\$16,200.00	LASH	PER FT	111300	\$1.80	\$200,340.00
24CT	16962	3392.4	20354.4	25000	\$0.40	\$10,000.00	LASH ADD	PER FT	0	\$0.55	\$0.00
36CT	0	0	0	0	\$0.00	\$0.00	DOWNGUY	PER	225	\$50.00	\$11,250.00
48CT	6326	1265.2	7591.2	10000	\$0.52	\$5,200.00	OVERHEAD	PER	25	\$135.00	\$3,375.00
72CT	0	0	0	0	\$0.00	\$0.00	ANCHOR	PER	0	\$400.00	\$0.00
96CT	0	0	0	0	\$0.00	\$0.00	PULL FIBER	PER FT	0	\$1.50	\$0.00
144CT	35148	7029.6	42177.6	45000	\$1.16	\$52,200.00	ROD&ROPE	PER FT	0	\$1.75	\$0.00
288CT	0	0	0	0	\$0.00	\$0.00	SLACKPOINT	PER	100	\$150.00	\$15,000.00
432CT RIB	0	0	0	0	\$0.00	\$0.00	HDPE INNERDUCT	PER	0	\$1.25	\$0.00
576CT RIB	0	0	0	0	\$0.00	\$0.00	FIBER SPLICE	PER	1750	\$35.00	\$61,250.00
720CT RIB	0	0	0	0	\$0.00	\$0.00	OSP FOSC	PER	8	\$400.00	\$3,200.00
SNAP	323	CORNING SCA-9T34-LRS		323	\$275.00	\$88,825.00	SNAP	PER	323	\$260.00	\$83,980.00
450B	0	COMMSCOPE		0	\$290.00	\$0.00	OTDR REPORT	PER	432	\$12.00	\$5,184.00
450D	8	COMMSCOPE		8	\$455.00	\$3,640.00	ONT/SPICE	PER	300	\$125.00	\$37,500.00
B TRAY	0	COMMSCOPE		0	\$20.00	\$0.00	AERIAL DROP	PER	73700	\$1.00	\$73,700.00
D TRAY	20	COMMSCOPE		20	\$36.00	\$720.00	UG DROP	PER	18000	\$1.25	\$22,500.00
SNAP TRAY	50	CORNING		50	\$46.00	\$2,300.00	CD RACK/FDP/FDH	PER	3	\$7,500.00	\$22,500.00
CO RACK/FDP	3	CLEARFIELD		3	\$13,500.00	\$40,500.00	VETRO DESIGN	PROJECT	1	\$10,000.00	\$10,000.00
							BARGING	TRIP	30	\$400.00	\$12,000.00
							FREIGHT	PROJECT	1	\$8,500.00	\$8,500.00

TYPE	LINEAR	4% SLACK	TOTAL	ORDER QTY	PRICE	TOTAL
1/4" STRAND	92789	3711.56	96500.56	105000	\$0.27	\$28,350.00

TOTAL POLES			
POLES	AGL 30%	STR 70%	
750	225	525	

TYPE	QTY	UOM	ORDER QTY	PRICE	TOTAL	
10" BOLT	200	PER	200	\$1.78	\$356.00	
12" BOLT	500	PER	500	\$1.89	\$945.00	
14" BOLT	100	PER	100	\$1.98	\$198.00	
16" BOLT	25	PER	25	\$2.15	\$53.75	
NUT	1500	PER	1500	\$0.26	\$390.00	
WASHER	1500	PER	1500	\$0.24	\$360.00	
STR CLMP	500	PER	500	\$3.98	\$1,990.00	
AGL CLMP	200	PER	200	\$4.75	\$950.00	
SLIP ON	50	PER	50	\$3.59	\$179.50	
SCREW ON	50	PER	50	\$2.98	\$149.00	
BACK STRP	200	PER	200	\$2.68	\$536.00	
RAM HEAD	100	PER	100	\$4.50	\$450.00	
BUGNUTS	2000	PER	2000	\$0.32	\$640.00	
LASH WIRE	102	1600' ROLL	102	\$31.00	\$3,162.00	
DELTEC	10000	PER FT	10000	\$0.32	\$3,200.00	
HEADS	10000	PER	10000	\$0.20	\$2,000.00	
SPACERS	10000	PER	10000	\$0.12	\$1,200.00	
FIBER TAGS	1500	PER	1500	\$3.25	\$4,875.00	
TAPE	60	PER ROLL	60	\$2.90	\$174.00	
WEAVERS	500	PER	500	\$1.89	\$945.00	
SPLIT BOLT	250	PER	250	\$2.25	\$562.50	
#6 GRD WIRE	2	500' REEL	2	\$250.00	\$500.00	
ANCHORS	0	PER	0	\$145.00	\$0.00	
PREFORMS	200	PER	200	\$1.80	\$360.00	
STR SPLICE	50	PER	50	\$2.65	\$132.50	
SNWSHOE	100	PER SET	100	\$68.00	\$6,800.00	
GUY GUARD	50	PER	50	\$4.20	\$210.00	
DROP CLAMP	0	PER	0	\$0.87	\$0.00	
JHOOK	0	PER	0	\$0.96	\$0.00	
PHOOK	0	PER FT	0	\$1.20	\$0.00	
CLIPS	30	100CT BAG	7/8" F78K-17	30	\$22.00	\$660.00
HDPE DUCT 1"	0	PER FT	0	\$1.00	\$0.00	
TDNE MULE TAPE	0	3000' REEL	0	\$320.00	\$0.00	

MATERIALS	\$297,913.25
LABOR	\$650,279.00
TOTAL MATERIALS AND LABOR	\$948,192.25
* DOES NOT INCLUDE TAX*	
Based on a 60% Take Rate	

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.

- 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 ran 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

2. **Construction Timeline:**

To be added

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3. Progress Payments & Milestones for Construction:

To be added-

Example of construction cost drawdown:

Invoice Material/Freight/Design due on receipt

Invoice Month 1 – 15% Labor net30

Invoice Month 2 – 15% Labor net30

Invoice Month 3 – 25% Labor net30

Invoice Month 4 – 25% Labor net30

Invoice Month 5 – 10% Labor net30

Invoice Month 6 – 10% Labor net3

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ATTACHMENT B

Axiom Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

AXIOT-1 OP ID: WA

DATE (MM/DD/YYYY)

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 endorsement(s).

PRODUCER Brown Holmes & Milliken Agency 67 Foster St P.O.Box 707 Ellsworth, ME 04605		CONTACT NAME: Wanda Alley PHONE (A/C, No, Ext): 207-255-5071 FAX (A/C, No): 207-255-5070 E-MAIL ADDRESS: wanda@bhm-ins.com	
INSURED Axiom Technologies LLC 3 Water Street Machias, ME 04654		INSURER(S) AFFORDING COVERAGE INSURER A: MEMIC INSURER B: Mass Bay INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 11149 22306

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (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-JECT <input type="checkbox"/> LOC	X	X	ODP8813559	10/07/2021	10/07/2022	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	AWP8844201	10/07/2021	10/07/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	X	X	ODP-8813559	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? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1810112279	01/01/2021	01/01/2022	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EAEMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Town of Chebeague Island 192 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 Wanda Alley
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ACORD 25 (2010/05)

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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.

DRAFT