

2009 ConnectME Authority Grant to \_\_\_\_\_

**Overlap Avoidance Agreement**

Whereas, on July \_\_\_\_, 2009, the ConnectME Authority awarded a grant to \_\_\_\_\_ to provide high speed data service to unserved residents of the \_\_\_\_\_;

Whereas, \_\_\_\_\_ presently provides high speed data services in portions of the \_\_\_\_\_ as shown on the street level map of its existing \_\_\_\_\_ system attached hereto as Exhibit A;

Whereas, under the ConnectME statutes (*35-A M.R.S.A. §§ 9201-9215 and 36 M.R.S.A. § 2017*) and the ConnectME Authority's rules (*Section 99-639, Chapter 101: ConnectME Authority, §§ 1-8*), an application is ineligible for grant money if it would create an overlap in existing broadband coverage for more than twenty percent (20%) of households in the proposed coverage area;

Whereas, the wireless coverage funded by this Grant could create an overlap in existing broadband coverage of greater than 20%, and

Whereas, the ConnectME Authority conditioned the approval of the \_\_\_\_\_ grant application on compliance with an Overlap Avoidance Agreement to be signed by \_\_\_\_\_ and \_\_\_\_\_;

Now Therefore, \_\_\_\_\_ and \_\_\_\_\_ hereby memorialize their Overlap Avoidance Agreement upon the terms and conditions set forth herein.

**Terms and Conditions**

1. \_\_\_\_\_ shall not provide broadband service to residents of the Town of \_\_\_\_\_ where such service is available by standard drop through \_\_\_\_\_ (standard drop service is service available without additional fee for line extension that can be provided within three weeks of a request for service) for the duration of the grant project.

2. Prior to offering service to any customers within the coverage area that is the subject of the grant, \_\_\_\_\_ shall:

A) consult the street level maps of \_\_\_\_\_'s existing system;

- B) obtain a written statement from that prospective customer as to whether the customer has broadband internet service available at that location from \_\_\_\_\_ without fees for line extensions, and
- C) utilize its technical staff to confirm unavailability of existing standard drop service when it performs a site survey to prepare installation of the \_\_\_\_\_'s system for such prospective customers.
- D) maintain complete records of its site surveys and the written statements received from prospective customers. \_\_\_\_\_ shall provide copies of the site surveys and customer statements to the ConnectME Authority and staff upon reasonable written request of the ConnectME Authority and/or \_\_\_\_\_ in the event that either the ConnectME Authority or \_\_\_\_\_ forms a good faith belief that \_\_\_\_\_ has violated this Overlap Avoidance Agreement.

3. \_\_\_\_\_ shall have the right to appear before the ConnectME Authority to allege a violation of the Overlap Avoidance Agreement, which is a condition of approval, upon filing with the ConnectME Authority, and copying to \_\_\_\_\_, a written claim of violation ("Claim of Violation"). \_\_\_\_\_ shall be given an opportunity to respond to any such Claim of Violation by providing a written response to the ConnectME Authority, and copying \_\_\_\_\_, within 14 days of receiving the Claim of Violation. In the event that the ConnectME Authority, after a review of the Claim of Violation, finds and concludes that \_\_\_\_\_ has violated the terms of this Overlap Avoidance Agreement, the Authority shall be authorized to impose a monetary penalty it deems commensurate with the violation, and shall be authorized to declare \_\_\_\_\_ ineligible for any further grant funding from the ConnectME Authority. Nothing herein shall be construed as limiting the Authority from imposing other remedies that it deems appropriate.

Dated:

\_\_\_\_\_

By:

\_\_\_\_\_

By: