



Residential Fiber Drop Access Agreement

Name: _____ Address: _____ Date: _____
Phone: _____ Email: _____

This Agreement between the Owner(s) of the residence located at _____, Westminster, Maryland and the Mayor and Common Council of Westminster (“The City”), a Maryland municipal corporation gives the City permission to install a fiber optic connection to the residence from the street (“the Drop”) across the property (“the Drop Area”). By signing the Agreement, the Owner(s) agree to and represent that: (initial each)

- A. The person(s) signing this document are the owners of the property identified above. _____
- B. The Owner(s) agree to allow the City and any employee, contractor, representative, or sub-contractor of the City on to the property to install, maintain, and repair the fiber optic Drop. _____
- C. Taking into consideration Owner(s) preferences, the City will determine the most expedient way to install the Drop, whether using an aerial or underground approach. _____
- D. The City will install and maintain the Drop in a commercially reasonable manner, and will reasonably attempt to notify the Owner at least 24 hours in advance of construction, repair, or maintenance activities, and will perform those activities between the hours of 8:00 a.m. and 7:00 p.m. The City will attempt to reasonably accommodate any rescheduling requests by Owner, but Owner will be responsible for any damages or loss resulting from any subsequent delays due to rescheduling. _____
- E. Installation of the Drop does not obligate the City to provide services to the Owner(s). To obtain service, the Owner(s) will need to contract with a City-approved Service Provider. _____
- F. Owner(s) are responsible for maintaining the area above and around the Drop Area to preserve access by the City for construction, maintenance and repair of the Drop. Failure to preserve free access to the Drop Area will void the City’s obligation to maintain and repair the Drop. _____
- G. The City may remove or abandon the Drop with ninety (90) days written notice by the City. _____
- H. Owner may not use the Drop for any activity or purpose other than those explicitly approved by the City. _____
- I. This agreement will continue until such time as it may be terminated in writing by the Owner or the City upon ninety (90) days written notice. The Drop will remain the property of the City unless abandoned by the City. _____

Property Owner(s)

Representative, City of Westminster
