

ORDINANCE #15-04

AN ORDINANCE GRANTING A TELECOMMUNICATIONS FRANCHISE TO LUMOS NETWORKS, INC., BY THE CITY OF WILLIAMSBURG, VIRGINIA FOR THE TERM AND UPON THE CONDITIONS HEREIN STATED TO OCCUPY AND USE THE PUBLIC RIGHTS-OF-WAY TO PLACE AND MAINTAIN FACILITIES OF A TELECOMMUNICATIONS SYSTEM WITHIN THE CITY'S CORPORATE LIMITS

WHEREAS, the City has the authority to grant Franchises and other authorizations for the use and occupancy of the Public Rights-of-Way (as hereinafter defined);

WHEREAS, the Grantee desires to obtain a telecommunications Franchise to use and occupy the Public Rights-of-Way for the purpose of placing and maintaining a Telecommunications System (as hereinafter defined);

WHEREAS, the City intends to exercise, to the fullest extent permitted by applicable law, and in accordance with Sections 15.2-2100 and 56-462 of the Code of Virginia, its authority with respect to the regulation of the occupation and use of the Public Rights-of-Way in connection with the construction, maintenance and repair of a Telecommunications System;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Williamsburg, Virginia:

1. Definitions. The following terms, as used in this Ordinance, have the following meanings, with all terms defined in the singular to have the correlative meaning when used in the plural and vice versa:

(a) "Cable Services" means "cable services" as defined in Section 602(6) of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996 and as may be further amended from time to time (the "Cable Act"). In the event that "cable services" is no longer defined in the Cable Act or the definition in the Cable Act otherwise becomes inapplicable, "Cable Services" shall mean "cable services" as defined in the Cable Act immediately prior to such term no longer being defined in the Cable Act or such definition otherwise becoming inapplicable.

(b) "City" means the City of Williamsburg, Virginia.

(c) "Code of Virginia" means the 1950 Code of Virginia, as amended.

(d) "Construction" means to install, construct, maintain, upgrade, repair or remove Facilities.

(e) "Emergency" means a sudden or unexpected occurrence involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential telecommunications services.

(f) "Facilities" means the cables, optical fiber, poles, wires, customer service connections, electrical conductors, conduits, ducts, manholes, fixtures, appliances and appurtenances that are placed or maintained within the Public Rights-of-Way.

(g) "FCC" means the Federal Communications Commission.

(h) "Franchise" has the meaning set forth in this Ordinance.

(i) "Grantee" means Lumos Networks, Inc. a Virginia corporation, and its lawful successors, transferees, and assigns.

(j) "Like-for-Like" means the installation or relocation of Facilities in a like or similar manner of construction when compared to previously installed Facilities. For example, placement of Facilities above-ground using aerial construction in locations where existing Facilities are constructed above ground (aerial-to-aerial) or the placement of Facilities underground, either direct bury or within conduit, in locations where existing Facilities are constructed underground (underground-to-underground).

(k) "Ordinance" means this Ordinance, as amended, modified or supplemented from time to time.

(l) "Person" means an individual, corporation, partnership, association, trust or any other entity or organization, including a governmental or political subdivision, including the City, or an agency or instrumentality thereof.

(m) "Place" or "Place and Maintain" or "Placement and Maintenance" means to install, place, construct, maintain, operate, upgrade, expand, repair, replace or remove Facilities.

(n) "PROW Use Fee" means the Public Rights-of-Way Use Fee that the City is authorized to impose pursuant to Section 56-468.1 of the Code of Virginia.

(o) "Public Rights-of-Way" means the surface and area across, in, over, along, upon, and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including utility easements, waterways, or other public places used as public rights-of-way, as the same now or may hereafter exist, which are under the jurisdiction or control of the City. The term Public Rights-of-Way excludes private property and private easements. Public Rights-of-Way does not include the airways above a right-of-way used for broadcast, cellular mobile radio service, satellite or other wireless services.

(p) "Relocation Cost" or "Cost to Relocate" shall mean the total cost to remove, alter, connect, or relocate Facilities and shall include the cost to install and connect Facilities at a new location, the cost to remove Facilities at the old location, and the cost of any lands, or any rights

or interest in lands, and any other rights, required to accomplish any removal, alteration, or relocation of Grantee Facilities. The cost of relocation shall include the entire amount incurred or paid by the Grantee after deducting any increase in the value of a new Facility (betterment) and any salvage value derived from the old Facility.

(q) "Structures" includes buildings, signs, fences, tanks, poles, lines, fixtures, Facilities, and appurtenances of the City.

(r) "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received by or through any electronic, cable, optical, microwave, or other medium or method in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance.

(s) "Telecommunications Services" means the offering of Telecommunications for a fee, regardless of the Facilities used. The term "Telecommunications Services" shall not include Cable Services.

(t) "Telecommunications System" means the plant, Facilities, real property (including interests in real property), tangible and intangible personal property, cable, wires, optical fibers, amplifier, antenna, and all other electronic devices, equipment and Facilities of a telecommunications provider located in, on, over or under the Public Rights-of-Way.

(u) "Term" has the meaning set forth in this Ordinance.

2. Grant of Franchise. The City grants to the Grantee a Franchise (the "Franchise") to Place and Maintain Telecommunications Facilities within the Public Rights-of-Way of the City subject to the conditions of this Ordinance, and more specifically to install fiber optic cable into the now empty conduit installed as part of the license agreement between the City of Williamsburg and County of James City dated June 9, 2011, and to connect those facilities to users, portions of which connections may be placed into City rights-of-way. The Franchise does not grant authority to the Grantee to provide Cable Services within the City. The Franchise does not grant authority to the Grantee to Place and Maintain Facilities on private property. The Grantee is not authorized to sublicense or sublease to any Person the right to Place and Maintain Facilities in the Public Rights-of-Way for any purpose.
3. Term of Franchise. The Franchise commences on the effective date and expires on June 30, 2035. The period of time that the Franchise is in effect is referred to as the "Term."
4. Renewal. Upon expiration of the initial term or any automatic renewal thereof, this Franchise shall renew for an additional ten (10) year period until such time that either party notifies the other party in writing of its desire to renegotiate the Franchise. Such written notice must be given at least sixty (60) days prior to the expiration of the initial or any subsequent Term. In compliance with Article VII, Section 9 of the Constitution of Virginia, and Section 15.2-2100 of the Code of Virginia, in no event shall the term extend for more than two (2) ten (10) year renewal periods.

5. Nonexclusive Franchise. Nothing in this Ordinance affects the right of the City to grant any Person a Franchise to occupy and use the Public Rights-of-Way to Place and Maintain such Person's Facilities for the purpose of providing Telecommunications Services or to engage in any other activity in the Public Rights-of-Way, provided that the exercise of such right will not require any existing Grantee's Facilities to be unreasonably interfered with or relocated.
6. Transfer of Franchise. Neither the Franchise, nor any rights or obligations, of the Grantee pursuant to this Ordinance, nor any guaranty of the performance of the Grantee's obligations pursuant to this Ordinance, shall be assigned, sold, or transferred in any manner, in whole or in part, unless written notice is provided to the City within ninety (90) days of any such transfer.
7. Right of City to Use Public Rights-Of-Way. Nothing in this Ordinance affects the right of the City to occupy and use the Public Rights-of-Way for their intended purposes, nor does it affect the City's right to Place and Maintain its Facilities or Structures or to engage in any other activity in the Public Rights-of-Way, provided that the exercise of such right will not require any of the Grantee's existing Facilities to be unreasonably interfered with or relocated.
8. Public Right of Way Closings. Nothing in this Ordinance waives or releases the right of the City in and to its Public Rights-of-Way. If all or part of a Public Right-of Way is eliminated, discontinued, closed or demapped in accordance with applicable law, the Franchise shall cease with respect to the affected portion(s) of such Public Right of Way. In such instance the provisions of paragraph 16 hereinbelow shall apply. However, should a Public Right of Way in which the Grantee's Facilities are located be eliminated, discontinued, closed or demapped pursuant to the request of a person other than the City the provisions of paragraph 16 hereinbelow shall apply.
9. Compliance with Laws. The Grantee shall comply with all local laws, rules, regulations, orders, or other directives of the City issued pursuant to this Ordinance or with respect to the City's management of its Public Rights-of-Way provided they are in compliance with Subsection 56-462.C of the Code of Virginia.
10. Safety Precautions. The Grantee shall, at its own cost and expense, undertake to prevent accidents at its work sites in, at or on the Public Rights-of-Way, including the placing and maintenance of proper guards, fences, barricades, watchmen and suitable and sufficient lighting, in accordance with federal and state law.
11. Quality. All work involved in the Placement and Maintenance of Facilities shall be performed in a safe, thorough and reliable manner in accordance with industry, professional, state and federal mandated standards and using materials of good and durable quality.
12. Right-of-Way Permits. Except during emergency situations and routine maintenance and repair as hereinafter defined, prior to commencing construction activities the Grantee will secure all right-of-way permits as are normally required by the City for construction work within the Public Rights-of-Way. The Grantee shall file with the City plans showing the type and location of proposed Facilities. The location of the proposed Facilities shall be subject to review by the

Director of Public Works or his designee who may impose additional reasonable requirements regarding the placement of Facilities in the Public Rights-of-Way. Routine maintenance and repair activities shall include the Placement and Maintenance of customer service connections (drops), but not including any drop that involves cutting into or boring under the surface of a paved right-of-way, and the routine placement of Facilities within existing conduit or upon existing poles so long as such activity does not involve the cutting or breaking of the surface of any paved street or roadway, and so long as such activity does not block a lane of vehicular traffic for more than one (1) hour.

13. No Obstruction. Except for Emergencies or routine maintenance and repair activities as defined in paragraph 12 above and that are not reasonably expected to block traffic for more than one (1) hour, the Grantee shall not obstruct traffic to any street, road, or other Public Rights-of-Way within the corporate limits of the City without the prior consent of the City. Facilities of the Grantee in the Public Rights-of-Way shall be located so as to cause minimal interference with any use of the Public Rights-of-Way and adjoining property. As soon as practicable, the Grantee shall notify the City Manager or Public Works Director or their designee of any emergency necessitating an obstruction under this Section. Grantee shall coordinate its activities in responding to the emergency with the City Manager or Public Works Director or their designee. During emergency situations, the Grantee may take all reasonable measures to restore service and alter its Facilities as necessary to ensure the safety of the residents of the City.
14. Restoration. The Grantee shall, at its own cost and expense, replace, repair or restore any damaged property as close as reasonably possible to its prior condition. The Grantee shall be liable, at its own cost and expense, to reasonably replace or repair, within a reasonable time, to the condition that existed prior to the commencement of Grantee's activities, any street, Structure, or Public Rights-of-Way which are disturbed or damaged as a direct result of the Grantee's activities. If Grantee does not commence replacement or repair within a reasonable time period as agreed to by the parties after notice by the City to the Grantee, the City may make such replacement or repair and the Grantee shall pay the reasonable cost of the same.
15. Facilities to be Placed Underground. The Grantee shall place all its Facilities underground. No overhead Facilities are authorized by this Ordinance.
16. Construction by City in Public Rights-of-Way; Relocation of Facilities. Whenever the City or any of its departments, agents, or employees shall construct, widen, or change the running line of any street, or improve or change any related street drainage system, the Grantee shall, within a reasonable time based on the size and scope of the work, relocate its Facilities located within the Public Rights-of-Way in a Like-for-Like manner at the Grantee's expense to new locations as necessary to accommodate the street or drainage construction. The City shall design its streets and related drainage systems to minimize the impact on Grantee facilities. The City shall work with the Grantee to modify designs as reasonably necessary to minimize the need to relocate Grantee Facilities. The City shall provide alternative space within a reasonable proximity to the previous location for the placement of relocated Grantee Facilities.

a) The City shall pay the Cost to Relocate any Grantee Facilities located on private property, including any cost to acquire new property. The City shall reimburse the Grantee for the pro-rata share of costs attributable to the relocation of Grantee Facilities located on private property, commonly referred to as “the prorate”.

b) If the City adopts an ordinance pursuant to Section 56-468.1 of the Code of Virginia, the City shall reimburse the Grantee for the Relocation Costs based upon the age of the Facilities as required under Section 56-468.2 of the Code of Virginia.

c) If the Grantee refuses or neglects to relocate its Facilities within thirty (30) days after a second written notice from the City, the City may relocate the Facilities and the Grantee shall pay to the City the reasonable, actual Relocation Costs incurred by the City to relocate Grantee Facilities.

d) The Grantee shall be entitled to an apportioned amount of state or federal funds made available to the City in conjunction with the relocation or protection of Facilities. If two or more telecommunications service providers are eligible for reimbursement, then available funds shall be shared by those eligible providers by prorating the reimbursement based on the total reimbursement to which each provider would be entitled.

17. Requested Relocation of Grantee Facilities. Except for street construction relocation of Facilities as specified above, if any Person requests the Grantee to remove, alter, or relocate Grantee Facilities, then the Person requesting the removal, alteration, or relocation shall reimburse the Grantee for all such removal, alteration, or Relocation Costs. The Grantee may impose charges to recover its Cost to Relocate its Facilities for the benefit of a third party, such as a private developer, or for the benefit of the City to compete as a telecommunications service provider.
18. Public Rights-of-Way Use Fee. The City reserves the right, as authorized by state and federal law, to impose at any time on the Grantee (a) a Public Rights-of-Way Use Fee in accordance with Section 56-468.1 of the Code of Virginia, and/or (b) any other negotiated fee or payment as may be allowed by federal or state law for the occupation and use of the Public Rights-of-Way. The Grantee shall be obligated to pay the Public Rights-of-Way Use Fee and/or any other lawful fee, as applicable, if charged or enacted by the City. The City shall provide the Grantee notice of the Public Rights-of-Way Use Fee as required by Section 56-468.1 of the Code of Virginia.
19. Use of City Structures. This Franchise does not grant to the Grantee use of City-owned Structures. The terms and conditions of the Grantee's use of any City-owned structure shall be set forth in a separate ordinance, agreement, lease or other document, as appropriate.
20. Use of Grantee's Facilities. This Franchise does not grant to the City free use of any Grantee Facilities. The Grantee may enter into joint-use, or conduit lease agreements with any party, including the City, regarding the use of Grantee Facilities.
21. No Credits or Deductions. The compensation and other payments to be made: (a) shall not be deemed to be in the nature of a tax, and (b) except as may be otherwise provided by Section

56-468.1 of the Code of Virginia, shall be in addition to any and all taxes or other fees or charges that the Grantee is required to pay to the City.

22. Insurance Specifications. Throughout the initial and renewal Terms, the Grantee shall, at its own expense, maintain a liability insurance policy or policies, in a form reasonably acceptable to the City. Upon request, Grantee shall provide a certificate of liability insurance demonstrating that the Grantee is maintaining the insurance requirements of this Section. Each certificate shall include the City as an additional insured as their interest may appear. Such policy or policies shall be issued by companies duly authorized or permitted to conduct business in the Commonwealth of Virginia. Such policy or policies shall insure the Grantee, and excluding Workers' Compensation and Employer's Liability, include the City and its officials, boards, commissions, councils, elected officials, agents, and employees as additional insureds as their interest may appear; and include:

(a) Commercial General Liability Insurance (including, but not limited to, premises-operations, products/completed operations, contractual liability, independent contractors, personal injury) with limits of not less than one million dollars (\$1,000,000) combined single limit for each occurrence for bodily injury and property damage (Limits may be satisfied with primary and/or excess coverage.);

(b) Commercial Automobile Liability Insurance with limits of not less than one million dollars (\$1,000,000) combined single limit for each accident for bodily injury and property damage;

(c) Workers' Compensation insurance meeting all statutory requirements of the Commonwealth of Virginia;

(d) Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) each accident/disease/policy limit.

(e) Umbrella Liability Insurance shall be maintained above the primary Commercial General Liability, Commercial Automobile Liability, and Employers' Liability policies required herein. The limit of such Umbrella Liability Insurance shall not be less than two million dollars (\$2,000,000) each occurrence and aggregate.

The foregoing minimum limitations shall not prohibit the Grantee from obtaining a liability insurance policy or policies in excess of such limitations.

23. Surety. The Grantee shall furnish the City with a form of surety to ensure faithful performance under this Ordinance in an amount not to exceed Fifty Thousand Dollars (\$50,000.00). The form of the surety may, at Grantee's option, be a performance bond, letter of credit, cash deposit, or cashier's check. Any required Surety Bond shall be written by a corporate surety or bank reasonably acceptable to the City and authorized to do business in the Commonwealth of Virginia. Grantee shall provide any required surety within thirty (30) days of the effective date of the Ordinance and such surety shall remain in full force and effect throughout the initial and all renewal terms of this Ordinance.

(a) Bond Form. Any surety bond that may be required shall be consistent with the surety bond form included within Exhibit A.

24. Public Safety. In case of fire, disaster or other emergency, or to correct an unsafe work condition, as determined by the City in its sole discretion, the City may cut or move Grantee Facilities as reasonably necessary to protect public health or safety. The City will make every reasonable effort to consult with the Grantee prior to any such cutting or movement of Facilities and the Grantee shall be given the opportunity to perform such work itself. The City shall have the obligation to protect Grantee's Facilities to the maximum extent reasonable under the circumstances. Absent City negligence or willful misconduct, all costs to repair or replace such Facilities shall be borne by the Grantee.
25. Liability of City. Neither the City nor its officials, employees, agents, attorneys, consultants or independent contractors shall be responsible to the Grantee for any liability as a result of or in connection with the protection, breaking through, movement, removal, alteration, or relocation of any Facilities by or on behalf of the Grantee or the City in accordance with this Franchise and in connection with any emergency related to the health and safety of the public. However, nothing in this Section shall waive any rights that the Grantee otherwise has against the City for any willful misconduct or negligent acts or omissions of the City.
26. Liability of Grantee. The Grantee shall have no liability to the City, any officer, employee or agent of the City for any special, incidental, consequential, punitive or other damages as a result of the lawful exercise of any right of the Grantee pursuant to this Ordinance or applicable law. However, this waiver shall not apply to damages in tort resulting from the negligence of the Grantee or any officer, agent or employee of the Grantee, nor shall it absolve the Grantee from its duty to indemnify as provided in paragraph 29 below.
27. Indemnification of City. The Grantee shall defend, indemnify and hold harmless the City, its officials, employees, agents, and attorneys, from and against all liabilities, whether special, incidental, or consequential and all other reasonable damages, costs and expenses (including reasonable attorneys' fees) arising solely out of or in connection with the installation, maintenance, upgrade, repair or removal of Facilities except to the extent that such liabilities, damages, costs and expenses are caused by the City's negligence or willful misconduct. The City shall notify the Grantee within forty-five (45) days of any claims, demands, or actions (together, "Claims") covered by this indemnity after which the Grantee shall defend such Claims. The Grantee shall be entitled to have sole control over the defense through counsel of its own choosing and over settlement of such claim, and the City shall cooperate in the defense of such Claims. The City waives the applicability of these indemnification provisions in their entirety if it: (a) elects to conduct its own defense against such claim; or (b) fails to give reasonable notice as defined above to the Grantee of such claim such that the Grantee's ability to defend against such claim is compromised. The foregoing indemnity obligations shall not apply to Claims arising from the negligence or willful misconduct of City; provided, however, they shall apply to Claims arising from the joint negligence of the Grantee and City, provided that in such cases, the amount of the Claims for which the City shall be entitled to indemnification shall be limited to that portion attributable to the negligence of the Grantee.

28. Termination Events. The City, at its option, may terminate this Ordinance upon any material breach of this Ordinance by the Grantee should the Grantee fail to correct such breach within ninety (90) days after receiving specific written notice of such material breach from the City or, if the breach cannot reasonably be corrected within 90 days, within a reasonable time as agreed to by the parties.
29. Delays and Failures Beyond Control of Grantee. Notwithstanding any other provision of this Ordinance, the Grantee shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Ordinance due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, terrorism, sabotage or other events, where the Grantee has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Grantee. If such delay in performance or failure to perform affects only part of the Grantee's capacity to perform, the Grantee shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Grantee agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible.
30. Notices. All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations, or other direction or communication hereunder by any party to another shall be in writing sent to the following address:
- City: City of Williamsburg
Attention: City Attorney
401 Lafayette Street
Williamsburg, Virginia 23185
- Grantee: Lumos Networks Inc.
Attention: Sr. Vice President, Legal & Regulatory Affairs
One Lumos Plaza
Waynesboro, Virginia 22980
31. Organization, Standing, Power, Authorization and Enforceability. The Grantee is a Public Service Corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Virginia, and is duly authorized to do business in the City. The Grantee has all requisite power and authority to execute, deliver and perform this Ordinance and all other agreements entered into or delivered in connection with or as contemplated hereby.
32. Binding Effect. This Ordinance shall be binding upon and inure to the benefit of the City and the Grantee and their respective successors and permitted transferees and assigns.
33. Headings; Other Terms. The headings contained in this Ordinance are to facilitate reference only, do not form a part of this Ordinance, and shall not in any way affect the construction or interpretation hereof. Terms such as "hereby", "herein", "hereof", "hereinafter", "hereunder", and "hereto" refer to this Ordinance as a whole and not to the particular sentence or paragraph where

they appear, unless the context otherwise requires. The term "may" is permissive; the terms "shall" and "will" are mandatory, not merely directive. All references to any gender shall be deemed to include all others, as the context may require. Terms used in the plural include the singular, and vice versa, unless the context otherwise requires.

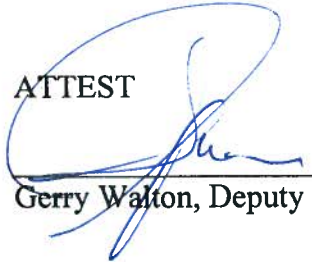
34. No Third Party Beneficiary Rights. Nothing in this Franchise is intended to interfere with any tariffs, contracts or other arrangements between the Grantee and a third party, or to create any third party beneficiary rights.
35. Entire Ordinance. This Ordinance embodies the entire understanding and agreement of the City and the Grantee with respect to the subject matter hereof and merges and supersedes all prior representations, agreements and understandings, whether oral or written, between the City and, including the Franchise Agreement as amended dated, October 24, 1900. Grantee with respect to the subject matter hereof, including, without limitation, all prior drafts of this Ordinance and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant or independent contractor of the City or the Grantee.
36. Effective Date: In accordance with Section 4.1 of the Williamsburg City Charter, this Ordinance shall become effective on the tenth day following its passage.

SIGNATURES ON FOLLOWING PAGE

ADOPTED by the Council of the City of Williamsburg, Virginia this 12 day of March, 2015.

APPROVED:


Clyde A. Haulman, Mayor

ATTEST

Gerry Walton, Deputy Clerk of the Council

The terms and conditions of this Franchise are agreed to by Grantee:

LUMOS NETWORKS, INC.


Mary McDermott
Sr. Vice President, Legal & Regulatory Affairs

March 6, 2015
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/27/2015

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 Aon Risk Services Central, Inc. Pittsburgh PA Office Dominion Tower, 10th Floor 625 Liberty Avenue Pittsburgh PA 15222-3110 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Lumos Networks Corp. One Lumos Plaza Waynesboro VA 22980 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: The Phoenix Insurance Company		25623
	INSURER B: Travelers Property Cas Co of America		25674
	INSURER C: The Travelers Indemnity Co of America		25666
	INSURER D: The Ohio Casualty Insurance Company		24074
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570056946568** **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. *Limits shown are as requested*

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			6301F745122	10/31/2014	10/31/2015	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
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 <input checked="" type="checkbox"/> Comp Ded \$1000 <input checked="" type="checkbox"/> Coll Ded \$1000			810 1F745122	10/31/2014	10/31/2015	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION			CUP1F745122 SIR applies per policy terms & conditions	10/31/2014	10/31/2015	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
							SIR	\$10,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	N/A	HHUB1F813252	10/31/2014	10/31/2015	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Named Insured includes: Lumos Networks, Inc.
 City of Williamsburg, Virginia and its officials, boards, commissions, councils, elected officials, agents, and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Auto Liability policies.

CERTIFICATE HOLDER	CANCELLATION
City of Williamsburg, Virginia 401 Lafayette Street Williamsburg VA 23185-3617 USA	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>Aon Risk Services Central, Inc.</i>

Holder Identifier :

Certificate No : 570056946568

EXHIBIT A

Franchise Bond

Bond No. 1218730

KNOW ALL MEN BY THESE PRESENTS: That we, LUMOS NETWORKS, INC., as Principal, and THE CINCINNATI INSURANCE COMPANY, as Surety, are held and firmly bound unto City of Williamsburg, Virginia, 401 Lafayette Street, Williamsburg, Virginia, as Obligee, in the sum of **Fifty Thousand US Dollars (\$50,000.00)** for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, under City of Williamsburg Ordinance # 15-04, the Principal has been granted a Franchise for the purpose of installing telecommunications equipment in the City's public right-of-way and is required to post this bond as a condition of said Ordinance:

WHEREAS, the Obligee has agreed to accept this bond as security for performance of Principal's obligations under said Agreement during the time period this bond remains in effect:

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform its obligations under said Ordinance and the right-of-way permits issued by the Obligee pursuant thereto, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED HOWEVER, that this bond is executed subject to the following conditions:

In the event of default by the Principal, Obligee shall deliver to Surety a written statement of the details of such default within 30 days of said Surety as stated herein. No right of action shall accrue to any person or entity other than the Obligee named herein.

This bond may be canceled by Surety by giving not less than sixty (60) days written notice to the Obligee, stating therein the effective date of such termination or cancellation. Such notice shall not terminate any obligations resulting from default by the Principal that may have accrued under this bond prior to the effective date of such termination. Neither cancellation nor termination of this bond by Surety, nor inability of Principal to file a replacement bond or replacement security for its obligation, shall in itself constitute a loss to the Obligee recoverable under this bond.

It is hereby understood and agreed that this bond may not be cancelled or not renewed by the Surety until at least sixty (60) days' written notice to the City of Surety's intention to cancel or not renew this bond.

The aggregate liability of the Surety is limited to the penal sum stated herein regardless of the number of years this bond is in effect or the amount of claims brought against this bond.

IN WITNESS WHEREOF, the above bounded Principal and Surety have hereunto signed and sealed this bond effective this 2nd day of March, 2015.

PRINCIPAL: Lumos Networks, Inc.

SURETY: The Cincinnati Insurance Company

✓
By: _____

By: _____

Attorney-in-fact

THE ABOVE TERMS AND CONDITIONS OF THIS BOND HAVE BEEN REVIEWED AND ACCEPTED BY THE OBLIGEE.

Acknowledged and Accepted by Obligee:

By: _____

Printed Name and Title: _____

Date: _____

RETURN A COPY OF ACCEPTED BOND TO:

The Cincinnati Insurance Company
PO Box 145496
Cincinnati, OH 45250
513-870-2000

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint C.P. Barger, Jr.; Douglas W. Sheets; Lori K. Smiley; Edward Pinson; Sheryl Riley and/or Leslie Alger each in their separate capacity.

of Waynesboro, Virginia its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows: Any such obligations in the United States, up to Five Million and No/100 Dollars (\$5,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of October, 2008.



THE CINCINNATI INSURANCE COMPANY

Thomas H. Kelly Vice President

STATE OF OHIO) ss: COUNTY OF BUTLER }

On this 10th day of October, 2008, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



MARK J. HULLER, Attorney at Law NOTARY PUBLIC - STATE OF OHIO My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio. this 3rd day of March 2015

Bugsy J. Schlemmer Secretary

