

**Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554**

In the Matter of)	
)	
Petition of Lumos Networks, LLC)	EB Docket No. 15-92
and Lumos Networks of West Virginia Inc.)	
for a Stay to Prevent the Removal of)	
Telecommunications Facilities)	

ANSWER TO PETITION FOR STAY

Frontier Communications Corporation (“Frontier”) submits this Answer to Lumos Networks, LLC and Lumos Networks of West Virginia Inc.’s (jointly “Lumos”) April 14, 2015 Petition for Temporary Stay (“Petition”).¹ Frontier requests that the Federal Communications Commission (the “Commission” or “FCC”) defer action on the Petition given Lumos’s pending action before the West Virginia Public Service Commission (“PSC”).² In the event that the Commission acts on Lumos’s Petition, Frontier requests that the Commission deny the Petition because Frontier was entitled to correct the extensive safety violations introduced by Lumos, which posed an immediate threat to public safety and to the integrity of Frontier’s facilities.

I. INTRODUCTION AND SUMMARY

Frontier requests that the Commission defer action on Lumos’s Petition because Lumos has already filed a complaint related to the underlying issues before West Virginia PSC,³ and the

¹ See Petition of Lumos Networks, LLC and Lumos Networks of West Virginia Inc. for a Stay to Prevent the Removal of Telecommunications Facilities, EB Docket No. 15-92 (Apr. 14, 2015) (“Petition”); see also 47 C.F.R. § 1.1403(d).

² See *Lumos Networks, LLC and Lumos Networks of West Virginia Inc. v. Frontier West Virginia Inc.*, Docket No. 15-0551-T-C (W. Va. PSC, filed Apr. 9, 2015).

³ See *Lumos Networks, LLC and Lumos Networks of West Virginia Inc. v. Frontier West Virginia Inc.*, Complaint, Docket No. 15-0551-T-C (W. Va. PSC, filed Apr. 9, 2015) (“Lumos West Virginia Complaint”).

West Virginia PSC has granted Lumos its requested relief – namely, that Frontier and Lumos work productively together to address the underlying attachments.⁴ Since Lumos filed its April 14 FCC Petition for Temporary Stay – the day immediately following the day that the West Virginia PSC issued its Stay – the parties have met (on April 21, 2015) regarding the underlying construction.⁵ The companies had a productive meeting and are currently in the process of working out the construction in an amicable manner.

To the extent the FCC believes it is necessary to more quickly decide Lumos’s Petition, Frontier was within its rights to modify Lumos’s facilities because Frontier did so due to safety hazards that posed an immediate threat to public safety and to the integrity of Frontier’s facilities. In particular, both the parties’ pole attachment agreement⁶ and the Commission’s rules⁷ authorize Frontier to immediately correct safety hazards, such as here, that pose a threat to the public safety or Frontier’s facilities. Among other dangers introduced by Lumos’s attachments, an attachment was affixed to a cracked pole (whether Lumos attached to the cracked pole or its attachment created the crack in the pole), Lumos affixed a guy to a small tree and another guy to fencing, and Lumos generally introduced unnecessary risk that poles would break and unnecessary risk to communications workers who are required to access the facilities.⁸ Frontier followed the appropriate course of action in correcting these dangerous conditions.

⁴ See *Lumos Networks, LLC and Lumos Networks of West Virginia Inc. v. Frontier West Virginia Inc.*, Order Regarding Interim Relief, Docket No. 15-0551-T-C (Apr. 13, 2015) (“*West Virginia PSC Order Granting Interim Relief*”).

⁵ See Declaration of Matthew R. Clayton on Behalf of Frontier Communications Corporation in Support of Answer to Petition for Stay ¶ 11 (Apr. 29, 2015) (attached) (“Clayton Declaration”).

⁶ See Pole Attachment Agreement § 5.3, attached as Exhibit 1 to Petition.

⁷ See 47 C.F.R. § 1.1403(c)(3).

⁸ See generally Clayton Declaration.

Thus, to the extent the FCC acts on Lumos’s Petition, the Commission should deny the requested temporary relief.

II. BACKGROUND AND FACTS

A. Procedural History

On April 9, 2015, Lumos filed a complaint related to the underlying issues before West Virginia PSC.⁹ On April 13, 2015, the West Virginia PSC granted Lumos its requested relief.¹⁰ The immediate day following the PSC’s Order – before Frontier had an opportunity to coordinate with Lumos – Lumos filed its April 14 FCC Petition for Temporary Stay. Frontier has not challenged the PSC’s Order and has only requested that the PSC “require Lumos to comply with all safety and other standards, including the National Electrical Safety Code, the Bluebook and all other applicable requirements.”¹¹ On April 20, Frontier filed its Answer to Lumos’s Complaint, explaining the safety violations detailed herein.¹² Neither party has submitted further material in the West Virginia PSC’s docket since that time.

B. Facts

Frontier modified Lumos’s facilities because they posed an immediate danger to the public safety and threatened the integrity of Frontier’s facilities.¹³ The relevant timeline related to the underlying issues is as follows:¹⁴

⁹ See Lumos West Virginia Complaint.

¹⁰ See *West Virginia PSC Order Granting Interim Relief*.

¹¹ See *Lumos Networks, LLC and Lumos Networks of West Virginia Inc. v. Frontier West Virginia Inc.*, Emergency Verified Motion of Frontier West Virginia Inc. to Modify Order Regarding Interim Relief, Docket No. 15-0551-T-C (filed Apr. 16, 2015), attached hereto as Exhibit 2 (“Frontier Motion to Modify Order Regarding Interim Relief”).

¹² See *Lumos Networks, LLC and Lumos Networks of West Virginia Inc. v. Frontier West Virginia Inc.*, Answer of Frontier West Virginia Inc., Docket No. 15-0551-T-C (filed Apr. 20, 2015), attached hereto as Exhibit 1.

¹³ See generally Clayton Declaration.

¹⁴ See *id.* ¶ 4.

1. Wednesday, March 4th – Frontier notified Lumos that a Lumos contractor was attaching to poles for which Lumos did not have a license.
2. Wednesday, March 4th – Lumos responded that there had been a miscue on behalf of its contractor. Lumos stated that it had instructed the contractor to remove strand and associated hardware from the section in question. Lumos apologized for this mishap.
3. Post-Wednesday, March 4th – Lumos’s contractor removed the supporting strand. However, the strand was left lying on the ground and in the brush nearby.¹⁵ The strand posed a hazard to any employees working in the area, as well as to the general public.
4. Thursday, March 19th – Lumos notified Frontier of Lumos’ intent to proceed with construction. At this time, the electrical power facilities had not been transferred to the new pole line. Frontier could not complete make-ready work until after the power company’s work was completed.
5. Friday, March 20th – Frontier objected to the construction.
6. Thursday, March 26th – Lumos stated that it was moving forward with construction of the new facilities. Electrical power facilities had still not been transferred.
7. Friday, March 27th – Frontier made an inquiry to Lumos as to status, again objecting to construction. Electrical power facilities still had not been transferred.
8. Wednesday, April 1st – Lumos notified Frontier that it was working with the power company, Mon Power (a FirstEnergy company), to arrange for the transfer of electrical power facilities.
9. Thursday, April 2nd – Frontier notified Lumos not to begin work until the electrical power facilities had been transferred.
10. On or before Monday, April 6th – A Lumos crew performed work prior to the transfer of the electrical power facilities. Lumos left the strand that had previously been cut and placed on the ground.¹⁶ In violation of applicable standards, Lumos’ contractor bored a hole too close to existing attachments in order to place an attachment, leaving the pole susceptible to breaking.¹⁷ Lumos attached new strand without supporting guys, creating an unbalanced load on the pole, again in violation of applicable standards.¹⁸ The new strand was wrapped around Frontier’s fiber and copper cables, risking damage, especially to the fiber cable.¹⁹ The entire installation was substandard and dangerous. At the very minimum, it posed an immediate threat to the physical integrity of Frontier facilities.

¹⁵ See Exhibit A to Clayton Declaration.

¹⁶ See *id.*

¹⁷ See Exhibit B to Clayton Declaration.

¹⁸ See Exhibit C to Clayton Declaration.

¹⁹ See Exhibit D to Clayton Declaration.

11. April 6th – Frontier’s engineering team, including declarant Matthew Clayton, reviewed the photographs and made the decision to correct the hazard. There were no working facilities.

After this initial timeline, Lumos continued construction and continued to commit serious safety violations, including placing bolt holes too close together, which threatens the integrity of poles, placing an attachment on a cracked pole or causing the pole to crack, attaching a guy to a Department of Highways (“DOH”) fence, attaching a guy to a small tree, and removing bonding from Frontier strand.²⁰

Following Lumos’s April 9 Complaint and the West Virginia PSC’s April 13 Order granting Lumos’s requested relief, Frontier representatives and Lumos representatives met in the field on Tuesday, April 21, 2015.²¹ The companies had a productive meeting and are currently in the process of working out the construction in an amicable manner.²²

III. ARGUMENT

A. Lumos Has Already Received the Applicable Requested Relief from the West Virginia Public Service Commission, and the Parties Are Proceeding in an Amicable Manner.

Lumos’s Petition for stay is duplicative of a proceeding currently pending before the West Virginia PSC.²³ Indeed, as part of that proceeding, Lumos has already received interim relief.²⁴ Before Frontier even had an opportunity to submit a response, the West Virginia PSC ordered Frontier to cease and desist from continuing to disconnect Lumos’s facilities and to

²⁰ See Clayton Declaration ¶ 9.

²¹ *Id.* ¶ 11.

²² *Id.*

²³ See *Lumos Networks, LLC and Lumos Networks of West Virginia Inc. v. Frontier West Virginia Inc.*, Docket No. 15-0551-T-C (W. Va. PSC, filed Apr. 9, 2015).

²⁴ See *West Virginia PSC Order Granting Interim Relief*.

allow Lumos to reattach the facilities that Frontier had removed.²⁵ However, Frontier has not challenged the PSC’s Order and has only requested that the PSC “require Lumos to comply with all safety and other standards, including the National Electrical Safety Code, the Bluebook and all other applicable requirements.”²⁶

After the issuance of the West Virginia PSC’s Order, Frontier and Lumos representatives met on April 21, 2015 at the site of the underlying pole attachments to discuss these issues.²⁷ Lumos filed its FCC Petition the day immediately following the West Virginia PSC’s Order granting Lumos interim relief. This timeframe did not provide the parties an adequate opportunity to start coordinating pursuant to the West Virginia PSC’s Order. Since the West Virginia PSC’s Order, and with an understanding of safety issues, the companies have conducted a productive meeting and are in the process of working out the construction in an amicable manner.²⁸

Frontier thus requests that the FCC defers to the ongoing proceeding at the West Virginia PSC and wait to rule on Lumos’s Petition. The same matter is already pending before the West Virginia PSC, and the West Virginia PSC is more closely located to this detailed factual disagreement regarding field installations and safety standards. The parties already have been working productively in the field with the active participation of the West Virginia PSC Staff, and past disagreements between Lumos and Frontier have been successfully resolved under the auspices of the West Virginia PSC.²⁹

²⁵ *See id.*

²⁶ Frontier Motion to Modify Order Regarding Interim Relief.

²⁷ *See* Clayton Declaration ¶ 11.

²⁸ *See id.*

²⁹ *See, e.g., Lumos Networks, LLC and Lumos Networks of West Virginia Inc. v. Frontier West Virginia Inc.*, Recommended Decision, Docket No. 13-0899-T-C (W. Va. PSC, Feb. 19, 2014) (dismissing Lumos’s complaint

B. Frontier Is Entitled to Modify Attachments that Endanger Public Safety and the Integrity of Its Plant, as It Has Done Here.

Both the parties' pole attachment agreement³⁰ and the Commission's rules³¹ authorize Frontier to immediately correct safety hazards, such as here, that pose a threat to the public safety or to the integrity of Frontier's facilities. Specifically, Section 5.3 of the Parties' Pole Attachment Agreement authorizes Frontier, without any notice requirement, to perform any work it deems necessary if Lumos's facilities "pose an immediate threat to the safety of the public or the employees of Frontier or other attachers or occupants" or "pose an immediate threat to the physical integrity of Frontier's facilities or structures or the facilities or structures of other attachers or occupants."³² Similarly, the Commission's rules specifically allow for "routine maintenance or modification in response to emergencies."³³

As Matthew Clayton details at length in his declaration, Lumos's attachments posed an immediate threat to the public safety, to the employees of Frontier, and to the physical integrity of Frontier's facilities.³⁴ The repeated violations risked causing poles to break, which risks damage to other attachers' facilities and which risks introducing energized facilities that pose a significant threat when damaged. Lumos's violations include, among others: (1) boring a hole

related to pole attachments because the issues had been resolved); *Joint Petition for Consent and Approval of the Ultimate Change in Ownership of Fibernet from Conversent to NTELOS*, Order, Docket No. 10-1204-T-PC at Appendix A ¶ 2 (W. Va. PSC, Nov. 12, 2010) (explaining that Lumos's predecessor and Frontier agreed to resolve a wholesale billing complaint through informal means and, if necessary, mediation).

³⁰ See Pole Attachment Agreement § 5.3, attached as Exhibit 1 to Petition.

³¹ See 47 C.F.R. § 1.1403(c)(3).

³² See Pole Attachment Agreement § 5.3.

³³ See 47 C.F.R. § 1.1403(c)(3).

³⁴ See generally Clayton Declaration.

too close to existing attachments;³⁵ (2) attaching strand without supporting guys;³⁶ (3) wrapping strand around Frontier’s fiber and copper cables;³⁷ (4) either cracking a pole by placing an attachment 8” from the top, or affixing an attachment to a cracked pole;³⁸ (5) attaching a guy to a Department of Highways (“DOH”) fence;³⁹ (6) attaching a guy to a small tree;⁴⁰ and (7) removing bonding from Frontier strand, which is necessary to avoid energizing Frontier’s cable in the event of induction from electric power.⁴¹ These are all serious safety violations, and Frontier was fully justified in modifying Lumos’s plant due to these violations.

Because Lumos committed serious safety violations posing a threat to public safety and to the integrity of Frontier’s plant, Frontier was justified in modifying Lumos’s plant. Lumos’s Petition for Temporary Stay – complaining about Frontier’s actions while overlooking that Frontier was acting to correct an immediate threat to public safety and the integrity of its facilities – is thus without merit.

³⁵ *Id.* ¶¶ 4, 9 and Exhibits B and F.

³⁶ *Id.* ¶ 4 and Exhibit C.

³⁷ *Id.* ¶ 4 and Exhibit D.

³⁸ *Id.* ¶ 9 and Exhibit G.

³⁹ *Id.* ¶ 9 and Exhibit H.

⁴⁰ *Id.* ¶ 9 and Exhibit I.

⁴¹ *Id.* ¶ 9 and Exhibit J.

IV. CONCLUSION

Frontier requests that the Commission defer action on the Petition given the pending action before the West Virginia PSC. In the event that the Commission acts on Lumos's Petition, Frontier requests that the Commission deny the Petition because Frontier was entitled to correct serious safety violations that threatened the public safety and the integrity of its plant.

Respectfully submitted,

/s/ AJ Burton

AJ Burton

Director of Federal Regulatory Affairs

Frontier Communications Corporation

2300 N St. NW, Suite 710

Washington, DC 20037

Telephone: (202) 223-6807

April 29, 2015

CERTIFICATE OF SERVICE

I certify that on April 29, 2015 I caused a copy of the foregoing Petition for Stay to be served on the parties identified below by means of electronic mail and/or U.S. Mail.

<p><u>Via E-Mail and U.S. Mail</u></p> <p>Russell M. Blau Morgan, Lewis & Bockius, LLP 2020 K Street, N.W. Washington, DC 20016 Russell.blau@morganlewis.com</p>	<p><u>Via E-Mail and U.S. Mail</u></p> <p>Joshua M. Bobeck Morgan, Lewis & Bockius, LLP 2020 K Street, N.W. Washington, DC 20016 Joshua.bobeck@morganlewis.com</p>
<p><u>Via U.S. Mail</u></p> <p>Mary McDermott Lumos Networks, LLC 1200 Greenbrier St. Charleston, WV 25311 mcdermottm@lumosnet.com</p>	<p><u>Via U.S. Mail</u></p> <p>Steven Hamula Lumos Networks, LLC 1200 Greenbrier St. Charleston, WV 25311 hamulas@lumosnt.com</p>
<p><u>Via E-Mail and U.S. Mail</u></p> <p>Christopher Killion, Chief Market Disputes Resolution Division Federal Communications Commission 445 12th Street, SW Washington DC 20554 Christopher.Killion@fcc.gov</p>	<p><u>Via E-Mail and U.S. Mail</u></p> <p>Rosemary McEnery, Deputy Chief Market Disputes Resolution Division Federal Communications Commission 445 12th Street, SW Washington DC 20554 Rosemary.Mcenery@fcc.gov</p>
<p><u>Via E-Mail and U.S. Mail</u></p> <p>Lisa Saks Enforcement Bureau Federal Communications Commission 445 12th Street, SW Washington DC 20554 Lisa.saks@fcc.gov</p>	<p><u>Via U.S. Mail</u></p> <p>Keith A. George, Chief ALJ West Virginia Public Service Commission 201 Brooks Street Charleston, WV 25323 kgeorge@psc.state.wv.us</p>

<p><u>Via U.S. Mail</u></p> <p>Ingrid Ferrell, Director Executive Secretary Division West Virginia Public Service Commission 201 Brooks Street Charleston, WV 25323 IFerrell@psc.state.wv.us</p>	<p><u>Via U.S. Mail</u></p> <p>Chris Howard, Staff Attorney Legal Division West Virginia Public Service Commission 201 Brooks Street Charleston, WV 25323 choward@psc.state.wv.us</p>
<p><u>Via U.S. Mail</u></p> <p>Kevin Jennings, Supervisor Telecommunications Division West Virginia Public Service Commission 201 Brooks Street Charleston, WV 25323 kjennings@psc.state.wv.us</p>	<p><u>Via U.S. Mail</u></p> <p>Donald E. Walker, Technical Analyst Engineering Division West Virginia Public Service Commission 201 Brooks Street Charleston, WV 25323 dwalker@psc.state.wv.us</p>

/s/ AJ Burton
AJ Burton
Director of Federal Regulatory Affairs
Frontier Communications Corporation
2300 N St. NW, Suite 710
Washington, DC 20037
Telephone: (202) 223-6807

Exhibits

Exhibit 1



JOSEPH J. STARSICK, JR.
Associate General Counsel
Frontier Communications
1500 MacCorkle Ave., S.E.
Charleston, West Virginia 25396
(304) 344-7644
Joseph.Starsick@FTR.com

April 20, 2015

Via Hand Delivery

Ingrid Ferrell
Executive Secretary
Public Service Commission
201 Brooks Street
Charleston, West Virginia 25323

Re: 15-0551-T-C
Lumos Networks, LLC and Lumos Networks of West Virginia, Inc. v.
Frontier West Virginia Inc.

Dear Ms. Ferrell:

Please find enclosed for filing in the original plus 12 copies of the **Answer of Frontier West Virginia Inc.** in the above-referenced matter.

Thank you for your attention to this matter.

Sincerely,



Joseph J. Starsick, Jr.
(State Bar No. 3576)

JJSjr/sc
Enclosure

cc: Steven Hamula, Complainant
Angie McCall
Frontier

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

CASE NO. 15-0551-T-C

**LUMOS NETWORKS, LLC and
LUMOS NETWORKS OF WEST VIRGINIA, INC.,**

Complainant,

v.

**FRONTIER WEST VIRGINIA INC.
a public utility,**

Defendant.

ANSWER OF FRONTIER WEST VIRGINIA INC.

Defendant, Frontier West Virginia Inc. (“Frontier”), for its Answer to the Complaint filed in this proceeding, says:

FIRST DEFENSE

In response to the numbered Paragraphs in the Complaint, Frontier answers as follows:

1. In response to Paragraph 1 of the Complaint, Frontier states that the Commission’s rules speak for themselves, and that it denies any allegations of unlawful acts on its part.

2. Frontier states that the allegations in Paragraph 2 of the Complaint are legal conclusions to which a response is not required.

3. Frontier states that the allegations in Paragraph 3 of the Complaint are legal conclusions to which a response is not required.

4. Frontier is information and believes that the allegations in Paragraph 4 of the Complaint are true.

5. In response to Paragraph 5 of the Complaint, Frontier admits that it is a public utility subject to the Commission's jurisdiction under Chapter 24 of the West Virginia Code.

6. In response to Paragraph 6 of the Complaint, Frontier admits that Lumos made a pole attachment application, that Frontier made a cost estimate for make-ready work and that Lumos paid the estimate in advance. However, Frontier avers that such facts are not a justification for Lumos' unsafe and substandard attachments, for Lumos' attachments without proper authorization or for other unlawful activity by Lumos. In addition, Frontier pleads the averments set forth below, which state the actual circumstances of this matter.

7. In response to Paragraph 7 of the Complaint, Frontier states that it was unable to complete the make-ready work due to the fact that the power company had not finished its work, and that it had informed Lumos that it would perform the work after the power company's work was completed. Frontier denies any failure to comply with federal regulations, and pleads the averments set forth below, which states the actual circumstances of this matter.

8. Frontier is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8 of the Complaint.

9. In response to Paragraph 9 of the Complaint, Frontier denies any allegations of wrongdoing, and pleads the averments set forth below, which state the actual circumstances of this matter.

10. In response to Paragraph 10 of the Complaint, Frontier denies any allegations of wrongdoing, and pleads the averments set forth below, which state the actual circumstances of this matter.

SECOND DEFENSE

Frontier hereby avers as follows:

11. A timeline related to this matter is as follows:

Wednesday March 4th – Frontier notified Lumos that a Lumos contractor were attaching to poles in which Lumos did not have a license.

Wednesday March 4th – Lumos responded that there had been a miscue on behalf of it contractor. Lumos stated that it had instructed the contractor to remove strand and associated hardware from the section in question. Lumos apologized for this mishap.

Post-Wednesday March 4th – Lumos’ contractor removed the supporting strand. However, the strand was left lying on the ground and in the brush nearby. A photograph is attached as Exhibit A. The strand posed a hazard to any employees working in the area, as well as to the general public.

Thursday March 19th – Lumos notified Frontier of Lumos’ intent to proceed with construction. At this time, the electrical power facilities had not been transferred to the new pole line.

Friday March 20th – Frontier objected to the construction.

Thursday March 26th –Lumos stated that it was moving forward with construction of the new facilities. Electrical power facilities had still not been transferred.

Friday March 27th – Frontier made an inquiry to Lumos as to status, again objecting to construction. Electrical power facilities still had not been transferred.

Wednesday April 1st – Lumos notified Frontier that it was working with the power company, Mon Power, to arrange for the transfer of electrical power facilities.

Thursday April 2nd – Frontier notified Lumos not to begin work until the electrical power facilities had been transferred.

On or before Monday April 6th – A Lumos crew performed work prior to the transfer of the electrical power facilities. Lumos left the strand that had previously been cut and placed on the ground. (Please see the photograph attached as Exhibit A.) In violation of applicable standards,

Lumos' contractor bored a hole too close to existing attachments in order to place an attachment, leaving the pole susceptible to breaking. (Please see the photograph attached as Exhibit B.) Lumos attached new strand without supporting guys, creating an unbalanced load on the pole, again in violation of applicable standards. (Please see the photograph attached as Exhibit C.) The new strand was wrapped around Frontier's fiber and copper cables, risking damage especially to the fiber cable. (Please see the photograph attached as Exhibit D.) The entire installation was substandard and dangerous. At the very minimum, it posed an immediate threat to the physical integrity of Frontier facilities.

April 6th – The engineer in the field took photographs of the conditions. I reviewed the photographs, and along with the engineer and field supervisor, made the decision to correct the hazard. There were no working facilities.

12. On information and belief, the substandard work was performed by a Lumos contractor that is not on the list of approved contractors authorized to do make-ready work on Frontier's poles.

13. A copy of the License Agreement for poles attachments by Lumos is attached.

14. Section 5.3 of the License Agreement states as follows:

5.3 Notwithstanding Section 5.2 of this Article, when conditions created by Licensee's facilities pose an immediate threat to the safety of the public or the employees of FRONTIER or other attachers or occupants, interfere with the performance of Frontier's service obligations or the service obligations of other attachers or occupants, or pose an immediate threat to the physical integrity of Frontier's facilities or structures or the facilities or structures of other attachers or occupants, FRONTIER may perform such work and/or take such action as it deems necessary using reasonable care without first giving written notice to Licensee. As soon as practical thereafter, FRONTIER will advise Licensee in writing of the work performed or the action taken and will endeavor to arrange for reaccommodation of Licensee's facilities so affected. Licensee shall pay FRONTIER for all reasonable costs incurred by FRONTIER in performing such work.

15. Despite Frontier's warnings to the contrary, Lumos performed the substandard and dangerous work. At the very minimum, it posed an immediate threat to the physical

integrity of Frontier facilities. Frontier was within its rights to take immediate remedial action. Frontier did not damage Lumos' facilities.

16. It was and is unsafe, and at the least substandard, for Lumos to do any further work until the electric power facilities are transferred. Nonetheless, Lumos previously tried to do work without such a transfer, and the work that was performed by Lumos was substandard and unsafe.

17. Despite warnings to the contrary, Lumos was performing work without waiting for the proper transfer of electrical power facilities. Frontier has reached out to the power company, Mon Power.

18. Lumos continued to commit violations. Lumos moved Windstream attachments such that they do or did not have adequate separation from power facilities. (Please see the photograph attached as Exhibit E.) Bolt holes were placed too close together, threatening the integrity of the pole(s). (Please see the photograph attached as Exhibit F.) Lumos either cracked a pole by placing an attachment 8" from the top, or if the pole was already cracked as Lumos claims, it should have never attached in the first place. (Please see the photograph attached as Exhibit G.) Down guy was attached to a DOH fence and was out of line. (Please see the photograph attached as Exhibits H.) Guying was and is still inadequate. Lumos actually attached a guy to a small tree (Please see the photographs attached as Exhibit I.) Bonding was removed from Frontier strand. (Please see the photographs attached as Exhibit J.) Bonding is necessary to avoid energizing Frontier's cable in the event of induction from electric power. These are serious safety violations.

19. In addition to the above proof, Frontier reserves the right to produce or submit additional evidence.

20. Frontier has reached out to the Commission Staff, Lumos and First Energy. Frontier has asked Staff to mediate an immediate solution to the safety issues. The parties are meeting tomorrow at the site.

21. However, any remedial work by Lumos at the present time (or since the filing of Frontier's prior pleading detailing the violations) does not excuse the immediate threat to Frontier's property, to the property of other parties and/or to the public safety at the time Frontier initially took remedial action.

THIRD DEFENSE

Frontier denies each and every allegation in the Complaint not expressly admitted herein.

FOURTH DEFENSE

Frontier reserves all other defenses and claims, including without limitation any and all jurisdictional defenses.

FRONTIER WEST VIRGINIA INC.



Affiant



Joseph J. Starsick, Jr. (WV State Bar #3576)

Associate General Counsel

Frontier Communications

1500 MacCorkle Avenue, S.E.

Charleston, West Virginia 25314

(304) 344-7644

Joseph.Starsick@FTR.com

Attorney for Frontier West Virginia Inc.

Exhibit 1 - Frontier W. Va. PSC Answer



Exhibit A

Lumos facilities left lying on the ground after initial safety concerns were raised

Exhibit 1 - Frontier W. Va. PSC Answer

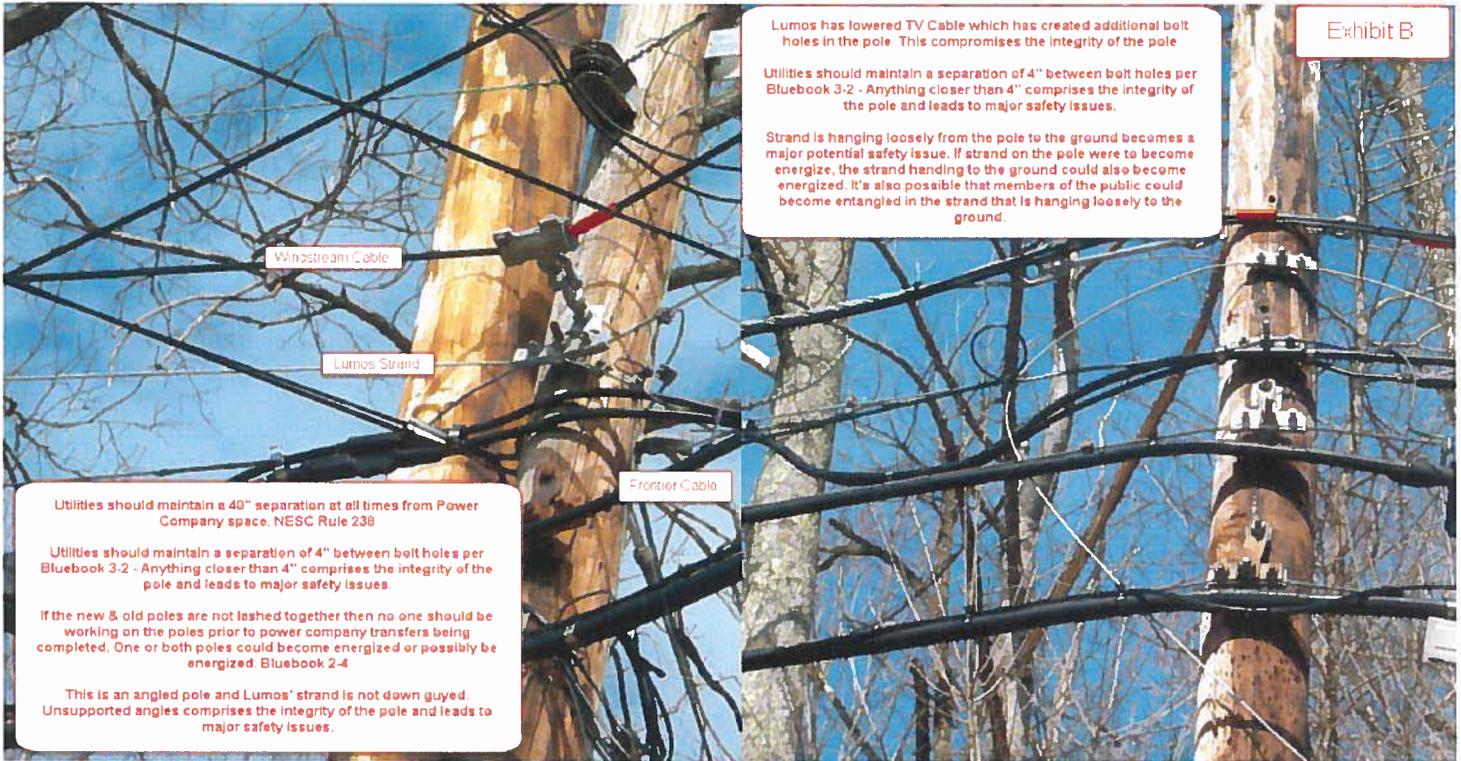


Exhibit 1 - Frontier W. Va. PSC Answer

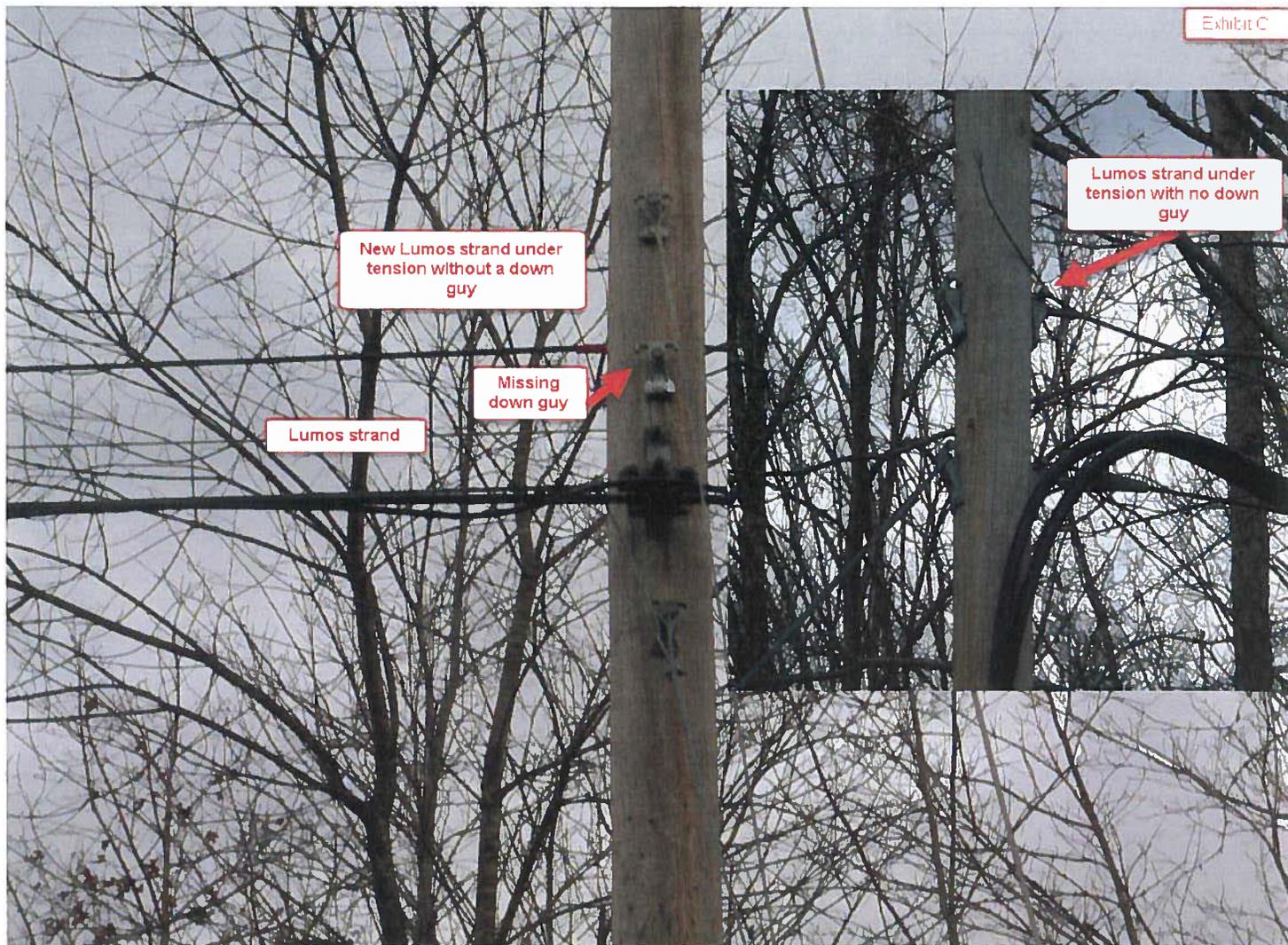


Exhibit 1 - Frontier W. Va. PSC Answer



Exhibit D

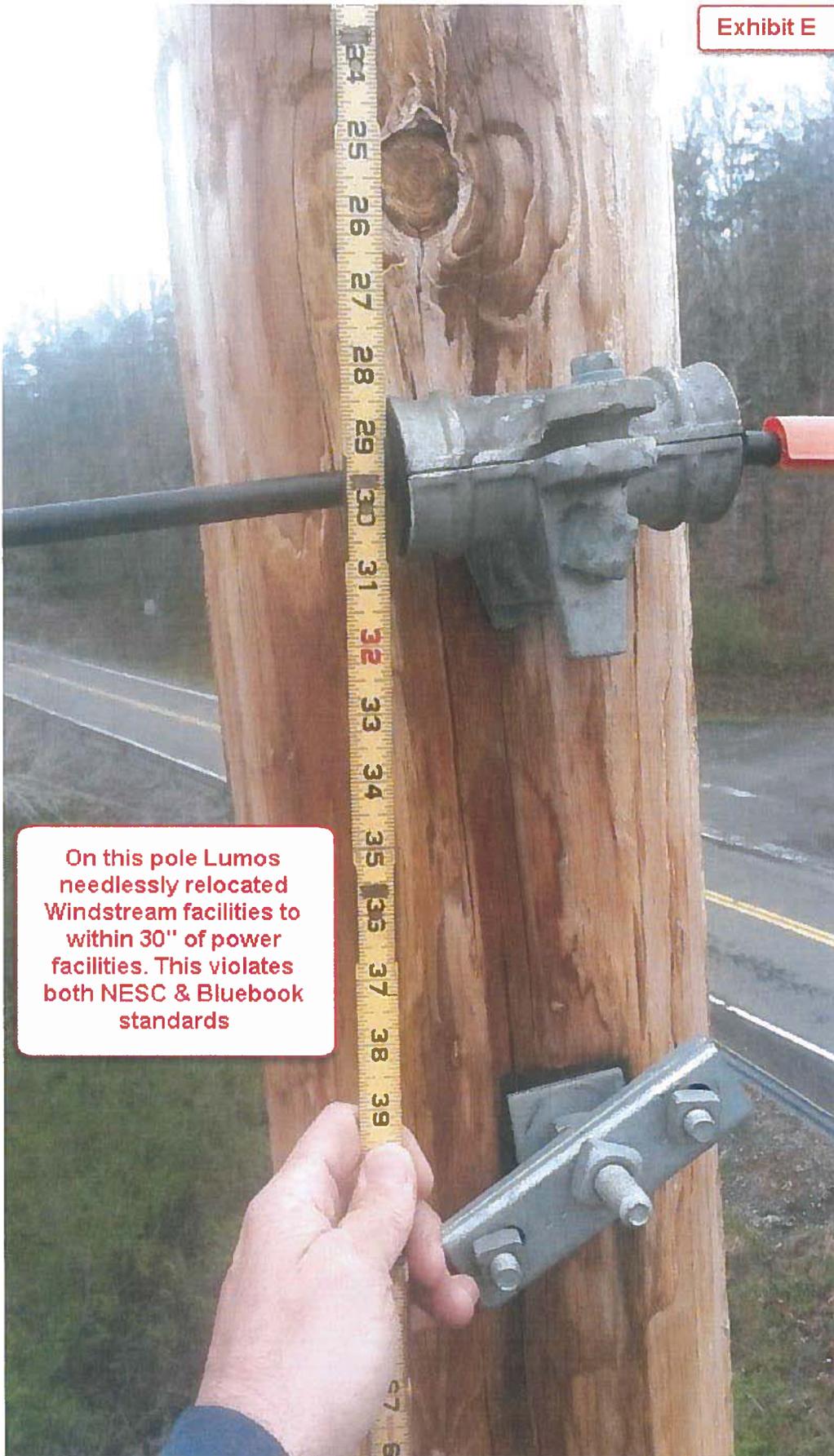
Lumos Strand



Lumos strand wrapped around a Frontier fiber splice

Frontier fiber splice

Exhibit E



On this pole Lumos needlessly relocated Windstream facilities to within 30" of power facilities. This violates both NESC & Bluebook standards

Exhibit F

Lumos has placed this new bolt closer than 4" from two existing bolt holes.

Utilities should maintain a separation of 4" between bolt holes per Bluebook 3-2 - Anything closer than 4" comprises the integrity of the pole and leads to major safety issues.

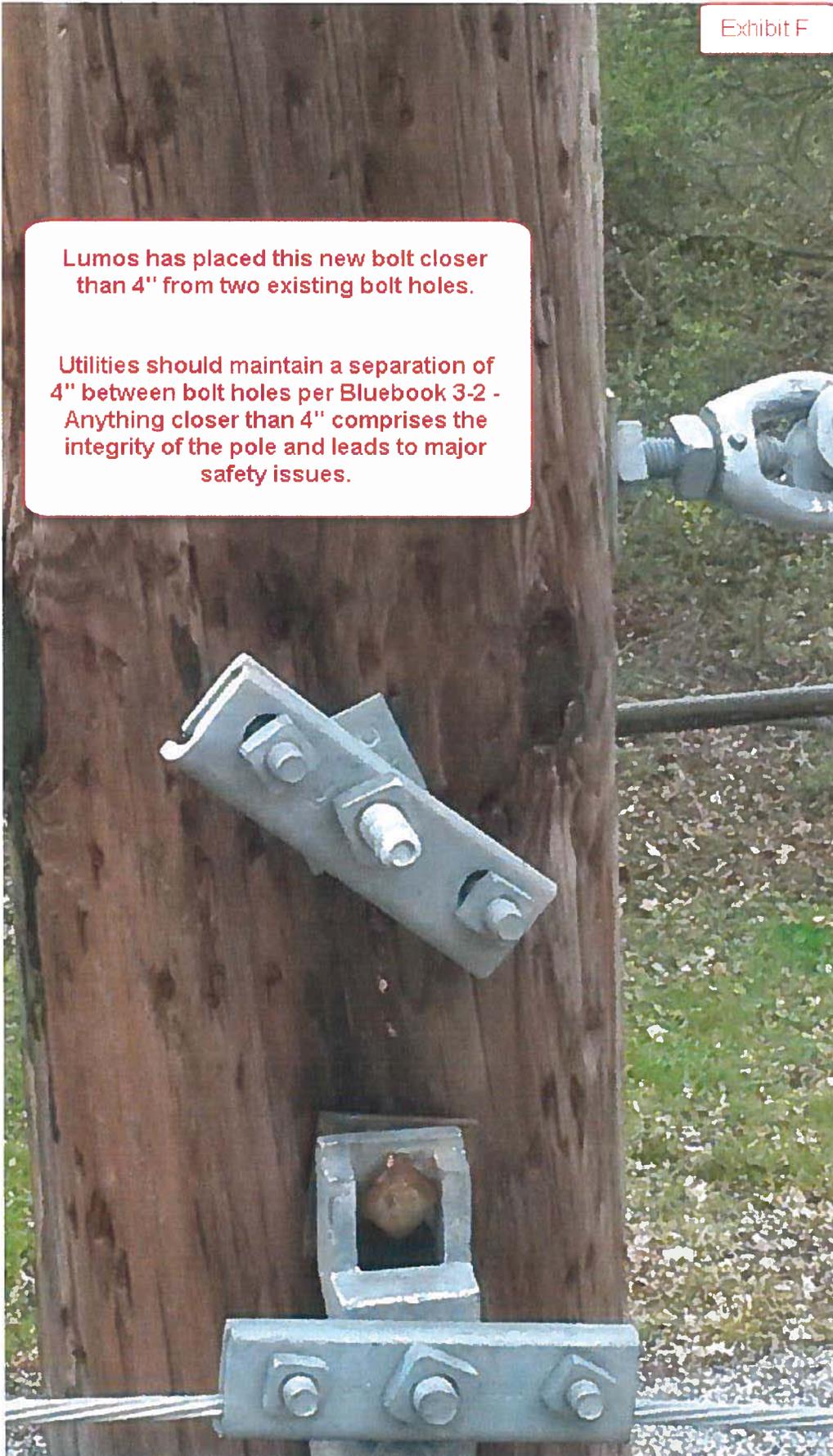


Exhibit 1 - Frontier W. Va. PSC Answer

Exhibit G

Lumos attached to this pole at 8" from the top of the pole. This caused the pole to crack and split open at the top. The pole will now need to be replaced.

This is a violation of Bluebook rule 5.14.







An overhead guy wire is attached to this pole, but no down guy is attached.

This violates Bluebook 6.7.1 Dead-end poles.



Down guy attached out of line to tree & sapling.

LICENSE AGREEMENT NUMBER: 272

**LICENSE AGREEMENT FOR POLE ATTACHMENTS
AND/OR CONDUIT OCCUPANCY IN WEST VIRGINIA**

**DATED:
DECEMBER 6, 2011**

BETWEEN

**FRONTIER WEST VIRGINIA INC.
(Licensor)**

AND

**LUMOS NETWORKS, INC.
(Licensee)**

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II	Administrative Forms and Notices

LICENSE AGREEMENT

THIS AGREEMENT, entered into on this 6 day of December, 2011; between FRONTIER WEST VIRGINIA INC., a corporation organized and existing under the laws of the State of West Virginia, having its principal office in the city of Charleston, hereinafter called Frontier, and LUMOS NETWORKS, INC. a corporation (partnership, or other legal entity) organized and existing under the laws of the state of West Virginia, having its principal office in the city of Waynesboro, Virginia, hereinafter called Licensee.

WITNESSETH:

WHEREAS, Licensee desires to place and maintain aerial and underground cables, equipment and facilities on poles, and in the conduits or rights of way of Frontier; and

WHEREAS, FRONTIER is willing to permit the placement of said cables, equipment and facilities on or within Frontier's structures or property on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties do hereby mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement and related Appendices, the following terms shall have the meanings stated below. A term listed below intended to convey the meaning stated below is capitalized when used.

1.1 Anchor

An assembly (rod and fixed object or plate) owned solely or in part by Frontier, designed to resist the pull of a Guy Strand.

1.2 Conduit

A tube structure containing one or more ducts or inner-ducts used to house cables, that is owned by FRONTIER and with respect to which FRONTIER has the right to authorize the occupancy of Licensee's facilities.

1.3 Conduit Occupancy

Occupancy of a conduit system by any item of Licensee's facilities.

1.4 Conduit Section

Conduit between two adjacent manholes or between a manhole and an adjacent pole or other structure.

1.5 Conduit System

Any combination of ducts, inner-ducts, conduits, manholes and handholes joined to form an integrated whole. As used in this Agreement, "conduit system" does not include a controlled environment vault.

1.6 Duct

A raceway for facilities that is owned solely or in part by Frontier, that is contained in a conduit, and with respect to which FRONTIER has the right to authorize the occupancy of Licensee's facilities.

1.7 Guy Strand

A metal cable attached to a pole and anchor (or another structure) for the purpose of increasing pole stability.

1.8 Inner-Duct

A duct contained within another duct.

1.9 Joint Owner

A person, corporation or other legal entity, sharing ownership of a pole, duct, conduit and/or anchor with Frontier.

1.10 Licensee's Facilities

All facilities, including but not limited to cables, equipment and associated hardware, owned and utilized by Licensee, which are attached to a pole, or occupy a conduit or right of way.

1.11 Manhole

A subsurface enclosure used for the purpose of installing, operating and maintaining facilities. As used in this Agreement, "manhole" does not include a controlled environmental vault.

1.12 Make-Ready or Make-Ready Work

All work, including but not limited to rearrangement and/or transfer of existing facilities, replacement of a pole, and other changes, required to accommodate Licensee's facilities on a pole, or in a conduit or right of way.

1.13 Pole

A pole owned solely or in part by FRONTIER with respect to which FRONTIER has the right to authorize the attachment of Licensee's facilities.

1.14 Pole Attachment

Any item of Licensee's facilities affixed to a pole.

- a) Horizontal attachment is for a single pole attachment associated with pole to pole construction.
- b) Vertical attachment is for single pole construction where Licensee's facilities are affixed along the vertical axis of the pole.

1.15 Pre-license Survey

All work, including field inspection and administrative processing, to determine the make-ready work necessary to accommodate Licensee's facilities on a pole, or in a conduit or right of way.

1.16 Right of Way

A right possessed by FRONTIER to use or pass over, on or under, the land of another person, with respect to which FRONTIER has the right to authorize the usage or passage of Licensee's facilities over, on or under such land. A right of way may run under, on or over public or private property (including the air space above such property).

1.17 Joint Trench

An excavation for direct buried placement or installation of the facilities of Frontier, Licensee and others.

ARTICLE II

SCOPE OF AGREEMENT

2.1 Subject to the provisions of this Agreement, for licenses granted by FRONTIER in accordance with Article VII, below, FRONTIER hereby grants to Licensee a nonexclusive license authorizing the attachment of Licensee's facilities to Frontier's poles, or the placement of Licensee's facilities in Frontier's conduits or rights of way, as specified in the pertinent application.

2.2 No use, however extended, of poles, conduits or rights of way, or payment of any fees or charges required under this Agreement, shall create or vest in Licensee any easements or any other ownership or property rights of any nature in such poles, conduits or rights of way. Licensee's rights herein shall be and remain a mere license.

Neither this Agreement nor any license granted hereunder shall constitute an assignment of any of Frontier's rights to use the public or private property at locations of such poles, conduits or rights of way.

2.3 Nothing contained in this Agreement shall limit Frontier's right to locate and maintain its poles, ducts, conduits and rights of way, and to operate its facilities in conjunction therewith, in such a manner as will best enable it to fulfill its own service requirements consistent with its obligations under the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act") and any other applicable law or regulation (collectively "Applicable Law").

2.4 To the extent required by Applicable Law, FRONTIER shall grant Licensee nondiscriminatory access to Frontier's poles, conduits and rights of way. This obligation extends to poles, conduits and rights of way FRONTIER owns and with respect to which FRONTIER has the right to authorize the occupancy of Licensee's facilities. In cases of poles, conduits and rights of way FRONTIER owns, but with respect to which FRONTIER does not have the right to authorize the occupancy of Licensee's facilities, to the extent required by Applicable Law, FRONTIER shall reasonably cooperate with Licensee to permit Licensee to obtain a right of occupancy for Licensee's facilities, subject to Frontier's right to provide a reasonable technical evaluation of the requirements for such occupancy to the property owner or other authorized person. Such reasonable cooperation by FRONTIER shall not obligate FRONTIER to purchase a right of occupancy for, or right to authorize the occupancy of, Licensee's facilities. Upon reasonable request by Licensee, FRONTIER will provide any documentation that is not confidential or privileged in its possession supporting a claim that it does not own or have authority to grant access to a given pole, conduit, or right of way.

ARTICLE III

FEES AND CHARGES

3.1 Licensee shall pay all fees and charges applicable in connection with the attachment of Licensee's facilities to a pole, or occupancy of a conduit or right of way, as specified in Appendix I attached hereto and made a part of this Agreement.

3.2 Nonpayment of any amount due under this Agreement shall constitute default by Licensee of this Agreement. Late payments shall be subject to a late payment charge as specified in Appendix I, Section 2.5.

- 3.3 After a failure by Licensee to make payment as required hereunder, or as a condition to attachment or occupancy upon Frontier's reasonable determination that Licensee may have difficulty meeting its financial commitments hereunder (including, but not limited to, if Licensee's credit rating indicates that Licensee is delinquent on its obligations), FRONTIER may require a bond in a form satisfactory to FRONTIER or other financial security satisfactory to Frontier, in such amount as FRONTIER from time to time may reasonably require, to guarantee the performance of all Licensee obligations under this Agreement. Licensee's provision of the bond or financial security shall not operate as a limitation upon the obligations of Licensee hereunder; and if Licensee furnishes a deposit of money pursuant to this section, such deposit may be held during the continuance of this Agreement at the option of FRONTIER as security for any and all amounts which are or may become due to FRONTIER under this Agreement.
- 3.4 On an annual basis, changes in the amount of the fees and charges identified in Appendix I may be made by FRONTIER upon at least 60 days prior written notice to Licensee in the form of a revised Appendix I, and Licensee agrees to pay such changed fees and charges provided that they are in accordance with Applicable Law. Notwithstanding any other provision of this Agreement, Licensee may terminate this Agreement at the end of such notice period if the change in fees and charges is not acceptable to Licensee, by giving FRONTIER written notice of its election to terminate this Agreement at least 30 days prior to the end of such notice period.

ARTICLE IV

ADVANCE PAYMENTS

- 4.1 In the event Licensee fails to make payment as required hereunder or FRONTIER reasonably determines that Licensee may have difficulty meeting its financial commitments hereunder (including, but not limited to, if Licensee's credit rating indicates that Licensee is delinquent on its obligations), Licensee shall be required to make an advance payment to FRONTIER prior to:
- a) any undertaking by FRONTIER of a Pre-license Survey or the administrative processing of such a survey, in an amount sufficient to cover the estimated charges for completing the specific work operation required, and
 - b) Performance by FRONTIER of any Make-Ready work required, in an amount sufficient to cover the estimated charges for completing the required Make-Ready work.
- 4.2 The amount of the advance payment required will be credited against the payment due FRONTIER for performing the Pre-license Survey and/or Make-Ready work.
- 4.3 Where the advance payment is less than the charge by FRONTIER for such Pre-license Survey and/or Make-Ready work, Licensee agrees to pay FRONTIER within 30 days of receipt of the bill all sums due in excess of the amount of the advance payment.
- 4.4 Where the advance payment exceeds the charge by FRONTIER for such survey and/or Make-Ready Work, FRONTIER shall refund the difference to Licensee.

ARTICLE V

SPECIFICATIONS

- 5.1 Licensee's facilities shall be placed and maintained in accordance with the requirements and specifications of Applicable Law, and the requirements and specifications of the following publications, as amended from time-to-time, the Manual of Construction Procedures (Blue Book), the National Electrical Code (NEC), and the National Electrical Safety Code (NESC), the rules and regulations of the Occupational Safety and Health Act (OSHA) and regulations or directives of a governing authority having jurisdiction over the subject matter. Where a difference in requirements or specifications may exist, the more stringent shall apply.
- 5.2 Licensee shall correct all safety violations immediately upon notice from Frontier. Licensee shall correct all other non-standard conditions within thirty (30) days from receipt of written notice from Frontier. If Licensee does not correct any violation or non-standard condition within the aforementioned time limits, FRONTIER may at its option correct said violations or conditions at Licensee's sole expense and risk.
- 5.3 Notwithstanding Section 5.2 of this Article, when conditions created by Licensee's facilities pose an immediate threat to the safety of the public or the employees of FRONTIER or other attachers or occupants, interfere with the performance of Frontier's service obligations or the service obligations of other attachers or occupants, or pose an immediate threat to the physical integrity of Frontier's facilities or structures or the facilities or structures of other attachers or occupants, FRONTIER may perform such work and/or take such action as it deems necessary using reasonable care without first giving written notice to Licensee. As soon as practical thereafter, FRONTIER will advise Licensee in writing of the work performed or the action taken and will endeavor to arrange for reaccommodation of Licensee's facilities so affected. Licensee shall pay FRONTIER for all reasonable costs incurred by FRONTIER in performing such work.
- 5.4 The failure of FRONTIER to notify Licensee of violations or non-standard conditions or to correct violations or non-standard conditions pursuant to Section 5.2 or Section 5.3 of this Article shall not relieve Licensee of its responsibility to place and maintain its facilities in a safe manner and condition in accordance with the terms of this Agreement, and shall not relieve Licensee of any liability imposed by this Agreement.
- 5.5 FRONTIER and Licensee shall each provide a single point of contact for processing license applications and access to information needed to prepare a license application.

ARTICLE VI

LEGAL REQUIREMENTS

- 6.1 Before Licensee attaches Licensee's facilities to poles, or occupies conduits or rights of way, Licensee shall be responsible for obtaining from appropriate public and private property owners and authorities any authorization required to construct, operate and so construct, operate and maintain Licensee's facilities shall be submitted to FRONTIER forthwith upon demand by Frontier.

- 6.2 No license granted under this Agreement shall extend to any poles, conduits or rights of way where the attachment or placement of Licensee's facilities would result in a forfeiture of rights of FRONTIER or Frontier's existing attachers or occupants to occupy the property on which such poles, conduits or rights of way are located. If the existence of Licensee's facilities on a pole, or in a conduit or right of way, would cause a forfeiture of the right of FRONTIER or Frontier's existing attachers or occupants to occupy the property on which the pole, conduit, or right of way is located, Licensee agrees to remove Licensee's facilities forthwith upon receipt of written notification from Frontier. If Licensee's facilities are not so removed, FRONTIER may perform or have performed such removal after the expiration of 60 days from the receipt of said written notification. All removals of Licensee's facilities shall be at Licensee's expense.

ARTICLE VII

ISSUANCE OF LICENSES

- 7.1 Before Licensee shall attach to any pole, or occupy any portion of a conduit or right of way, Licensee shall make written application for and have received a written license from FRONTIER utilizing the following forms: Appendix II, Forms A-1 and A-2 and/or B-1 through B-3.
- 7.2 FRONTIER shall process all license applications, including the performance of a Pre-license Survey, on a first-come, first-served basis in accordance with the provisions of Articles VII and VIII. FRONTIER shall make all access determinations in accordance with the requirements of Applicable Law, considering such factors as capacity, safety, reliability and general engineering considerations. FRONTIER shall inform Licensee in writing as to whether an application has been granted or denied (including the reasons for denial) within the following time after receipt of such application: 45 days, plus any time taken by Licensee for action by Licensee, including, but not limited to, time taken by Licensee to respond to Frontier's proposal for a Pre-license Survey. Where an application involves an increase in capacity by Frontier, FRONTIER shall take reasonable steps to accommodate requests for access in accordance with Applicable Law. Before denying Licensee access based on lack of capacity, FRONTIER shall explore potential accommodations in good faith with Licensee. The Parties agree to consider reasonable and prudent ways to expand Rights of Way at the lowest cost.
- 7.3 In order to facilitate Licensee's completion of an application, FRONTIER shall use commercially reasonable efforts to provide Licensee, within ten (10) business days of a legitimate request identifying the specific geographic area and types and quantities of required structures, access to such maps or other relevant data reasonably necessary to complete the applications described above, subject to a non-disclosure agreement in a form reasonably agreeable to Frontier. FRONTIER shall process such requests on a "first-come, first-served" basis.
- 7.4 FRONTIER will process license applications received by FRONTIER from two or more applicants for the same pole, conduit section or right of way according to the order in which FRONTIER receives the applications.

If any additional applicants file an application at least thirty (30) days prior to the commencement of the initial applicant's Make-Ready Work, FRONTIER shall use commercially reasonable efforts to notify all applicants, within 20 days of receipt of the additional application, of the following: 1) that two (or more) applications have been received for some or all of the same structures or property; 2) the name and address of the other applicant(s); and 3) that the applicants may wish to share Make-Ready costs between them. The responsibility for arranging for the sharing of Make-Ready costs shall be on the applicants, while the responsibility for transmitting to FRONTIER any Make-Ready changes resulting from the additional applicant(s) shall be on the initial applicant. FRONTIER shall bill the initial applicant for the cost of all shared Make-Ready Work pursuant to executed Form F, Appendix II.

- 7.5 If within twelve (12) months from the date a license is granted by Frontier, Licensee shall not at a minimum have initiated material construction or similar activity related to its attachment or occupation, Licensee's license for the applicable pole(s), conduit(s) or right(s) of way shall automatically terminate and Licensee shall remove any facilities installed as of such date in accordance with the provisions of Section 9.12. Licensee shall be liable for attachment or occupancy charges commencing the date of the license grant.
- 7.6 Where FRONTIER has available ducts or inner-ducts, FRONTIER shall make available ducts or inner-ducts to Licensee for Licensee's use in accordance with Applicable Law. No more than one full-sized duct (or one full-sized and one inner-duct if both copper and fiber cable are used in the conduit) shall be assigned as an emergency duct in each conduit section. If FRONTIER or any other service provider, including Licensee, utilizes the last unoccupied full-sized duct in the applicable cross-section, that provider shall, at its expense, reestablish a clear, full-sized duct for emergency restoration as soon as practicable or immediately upon the occurrence of an emergency requiring such space.

ARTICLE VIII

PRE-LICENSE SURVEY AND MAKE-READY WORK

- 8.1 When an application for attachment to, or occupation of, a pole, conduit or right of way is submitted by Licensee, a Pre-license Survey will be required to determine the existing adequacy of such structures or property to accommodate Licensee's facilities.
- 8.2 a) FRONTIER shall perform the field inspection portion of the Pre-license Survey, which requires the visual inspection of such structures or property, (with participation by Licensee at its option, for which FRONTIER shall provide at least 24 hours advance notice). At its option, FRONTIER may permit Licensee to perform the field inspection survey subject to a quality check by Frontier. FRONTIER shall also perform the administrative processing portion of the Pre-license Survey, which includes the necessary), and the notification of work requirements to other attachers and occupants (if necessary).

- b) FRONTIER shall make commercially reasonable efforts to advise Licensee in writing of the estimated charges that will apply for its Pre-license Survey work no later than ten (10) days from receipt of Licensee's application. FRONTIER shall receive written authorization from Licensee before undertaking such work (Appendix II, Form E). Alternatively, Licensee may pay FRONTIER the estimated charges that will apply for a Pre-license Survey with its submission of an application provided that FRONTIER has advised Licensee that standard estimated charges exist for the type of application that is being submitted.
- 8.3 In the event FRONTIER determines that a pole, conduit or right of way which Licensee desires to utilize is inadequate or otherwise needs rearrangement, modification or expansion of the existing facilities, structures or property to accommodate Licensee's facilities, FRONTIER will advise Licensee in writing of the estimated Make-Ready charges that would apply to any rearrangements, modifications or expansions that FRONTIER proposes to undertake (Appendix II, Form F). If no Make-Ready Work is needed to accommodate Licensee's facilities, upon receipt of a license from Frontier, Licensee may proceed with placement of its facilities. FRONTIER shall complete the steps described in Sections 8.1 through 8.3 within forty-five (45) days, excluding the time taken by Licensee to respond to Frontier's proposals.
- 8.4 Licensee shall have ten (10) business days from the receipt of said Form F to indicate its written authorization for completion of the required Make-Ready Work and acceptance of the resulting charges. FRONTIER shall use commercially reasonable efforts to provide written notice to existing attachers or occupiers of the affected structures or property of such proposed changes within ten (10) business days of receipt of such authorization. Such attachers or occupiers will be given sixty (60) days from such notice to indicate whether they desire to participate in the proposed modification or expansion.
- 8.5 FRONTIER shall not be obligated to initiate Make-Ready Work earlier than sixty (60) days after notice to existing attachers or occupiers, but FRONTIER shall have the right to initiate Make-Ready Work earlier if existing attachers and occupiers agree in writing. Make-Ready Work will be completed by FRONTIER in a commercially reasonable time according to a schedule to be mutually agreed upon, depending on the size of the job and the cooperation of necessary third parties. Make-Ready Work for Licensee will be scheduled and performed in the same manner as Frontier's Make-Ready Work is scheduled and performed. Licensee shall pay FRONTIER for all Make-Ready Work performed by FRONTIER in accordance with the provisions of this Agreement.

ARTICLE IX

CONSTRUCTION, MAINTENANCE AND REMOVAL OF LICENSEE'S FACILITIES

- 9.1 Licensee shall, at its own expense, construct and maintain its facilities on poles or in conduits or rights of way covered by this Agreement, in a safe condition and in a manner acceptable to Frontier, so as not to physically conflict or electrically interfere with the facilities of FRONTIER or other authorized attachers or occupants.
- 9.2 FRONTIER shall specify the point of attachment on each pole to be occupied by Licensee's facilities. Where facilities of more than one attacher are involved, FRONTIER will attempt, to the extent practical, to designate the same relative position on each pole for each attacher's facilities.

- 9.3 Licensee shall secure Frontier's written consent, not to be unreasonably withheld or delayed, before adding to, relocating, replacing or otherwise modifying Licensee's facilities attached to a pole where additional space or holding capacity may be required on either a temporary or permanent basis. No modifications shall be made by Licensee that would affect the placement or operations of attachments of FRONTIER or existing attachers, except through application to FRONTIER in accordance with the provisions of Articles VII and VIII.
- 9.4 Licensee must obtain prior written authorization from FRONTIER approving of the work and the party performing such work before Licensee may install, remove, or provide maintenance of its facilities in any of Frontier's conduits or conduit systems. FRONTIER shall not unreasonably withhold or delay such authorization.
- 9.5 In each instance where Licensee's facilities are to be placed in Frontier's conduits, Licensee and FRONTIER shall discuss the placement of Licensee's facilities. FRONTIER shall designate the particular duct(s) to be occupied; the location and manner in which Licensee's facilities will enter and exit Frontier's conduit system, and the specific location and manner of installation for any associated equipment which is permitted by FRONTIER to occupy the conduit system.
- 9.6 Where FRONTIER and Licensee agree to the use of a joint trench, a representative for each party shall, for each specific job, mutually agree, in writing, to:
- a) Who will be responsible for providing the trenching and backfilling.
 - b) Where the location of all trenches will be.
 - c) The specific trenches occupied by each party.

Each party will be responsible for the placement of its facilities in the trenches, including any pipes or ducts placed for its sole use.

All costs for providing the joint trench shall be shared equally by Frontier, Licensee and any other joint trench user. All costs for work performed by either party for the other shall be mutually agreed upon, in writing, in advance.

Each party shall be responsible for the costs associated with the digging and backfilling of the trench associated with the maintenance of its facilities.

- 9.7 If Licensee requests any modification, alteration or rearrangement of poles, conduits or rights of way, other than Make-Ready Work to be performed pursuant to Article VIII, above, Licensee shall reimburse FRONTIER for the cost of such modification, alteration or rearrangement, in accordance with Applicable Law.
- 9.8 Whenever FRONTIER intends to modify or alter any poles, conduits or rights of way which contain Licensee's facilities, FRONTIER shall provide written notification to Licensee at least sixty (60) days prior to taking such action so that Licensee may have a reasonable opportunity to add to or modify Licensee's facilities. If Licensee adds to or modifies Licensee's facilities according to this paragraph, Licensee shall bear a proportionate share of the costs incurred by FRONTIER in making modifications or alterations of poles, conduits and rights of way, in accordance with Applicable Law.

- 9.9 Licensee shall be notified in writing at least sixty (60) days prior to any modification that will result in the rearrangement or replacement of Licensee's facilities. Licensee agrees to make such rearrangements or replacements of Licensee's facilities as are reasonably requested by FRONTIER or other attachers or occupants to accommodate the attachment or placement of the facilities of FRONTIER or other attachers or occupants. If the rearrangement or replacement is required as a result of an additional attachment or the modification of an existing attachment sought by persons other than Licensee, including Frontier, then, subject to Section 9.6, above, to the extent such persons are required by Applicable Law to reimburse Licensee for the costs of rearranging or replacing Licensee's facilities, Licensee may request such persons to reimburse Licensee for the costs actually incurred by Licensee to rearrange or replace Licensee's facilities. FRONTIER shall not be obligated to reimburse Licensee for any costs incurred by Licensee for a rearrangement or replacement of Licensee's facilities to the extent such rearrangement or replacement was sought by persons other than Frontier.
- 9.10 FRONTIER shall not attach, nor authorize other entities to attach, facilities on, within or overlashed to existing Licensee facilities without Licensee's prior written consent.
- 9.11 Frontier's manholes shall be opened only as permitted by Frontier's authorized employees or agents, which permission shall not be unreasonably withheld or delayed. Licensee shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes and conduct work operations therein. Unless otherwise agreed between the Parties, Licensee's employees, agents and contractors will be permitted to enter or work in Frontier's manholes only when an authorized employee or agent of Frontier's present or prior written authorization waiving this requirement is granted by Frontier. Frontier's said employee or agent shall have the authority to suspend Licensee's work operations in and around Frontier's manholes if, in the reasonable judgment of said employee or agent, any hazardous conditions arise or any unsafe practices are being followed by Licensee's employees, agents, or contractors. Licensee agrees to pay FRONTIER the charges, as determined in accordance with the terms and conditions of Appendix I, for having Frontier's employee or agent present when Licensee's work is being done in and around Frontier's manholes. The presence of Frontier's authorized employee or agent shall not relieve Licensee of its responsibility to conduct all of its work operations in and around Frontier's manholes in a safe and workmanlike manner, in accordance with the terms of this Agreement.
- a) Upon reasonable request where space is available, FRONTIER will provide Licensee with space in Frontier's manholes for racking and storage of cable and other materials of the type that FRONTIER stores in Frontier's manholes.
 - b) Licensee, contracting with FRONTIER or a contractor approved by Frontier, shall be permitted to add conduit parts to Frontier's manholes or to add branches to conduits when existing conduits do not provide the connectivity required by Licensee, provided that the structural integrity of the manhole and conduits is maintained and sound engineering judgment is employed.
- 9.12 If practicable and if additional space is required, FRONTIER shall within a reasonable period of time remove any of Frontier's retired cable from poles or conduit systems to allow for the efficient use of pole or conduit space.

- 9.13 Licensee, at its expense, will remove its facilities from poles, conduits and rights of way within 60 days after:
- a) Termination of the license covering such pole attachment, or conduit or right of way occupancy, in accordance with the terms of this Agreement; or
 - b) The date Licensee replaces its existing facilities on a pole with the placement of substitute facilities on the same pole or another pole or replaces its existing facilities in one duct with the placement of substitute facilities in another duct
- 9.14 Licensee shall remain liable for and pay to FRONTIER all fees and charges pursuant to provisions of this Agreement for any attachment to a pole or occupancy of a conduit or right of way that continues after the termination of the license for such attachment or occupancy.
- 9.15 If Licensee fails to remove its facilities within the specified period, FRONTIER shall have the right to remove such facilities at Licensee's expense and without any liability on the part of FRONTIER for damage to such facilities.
- 9.16 When Licensee's facilities are removed from a pole, conduit or right of way, no reattachment to the same pole, or occupancy of such conduit or rights of way, shall be made until:
- a) Licensee has first complied with all of the provisions of this Agreement as though no such pole attachment or conduit or right of way occupancy had previously been made, and
 - b) All outstanding charges due FRONTIER for such previous attachment and/or occupancy have been paid in full.
- 9.17 Licensee shall advise FRONTIER in writing as to the date on which the removal of its facilities from each pole, conduit or right of way has been completed.
- 9.18 Where the parties consent to use joint trench, representatives of FRONTIER and Licensee shall agree, in writing, the party that will be responsible for trenching and backfilling, the location of all trenches and the specific trenches that will be occupied by each party.

ARTICLE X

TERMINATION OF LICENSES

- 10.1 Any license issued under this Agreement shall automatically terminate when Licensee ceases to have authority to construct and operate its facilities on public or private property at the location of the particular pole, conduit or right of way covered by the license.
- 10.2 Licensee may at any time terminate its license with respect to the attachment to a pole, or occupancy of a conduit or right of way, and remove its facilities, by giving FRONTIER written notice of such termination (Appendix II, Forms C and D). Once Licensee's facilities have been removed, they shall not be reattached to such pole, or occupy the same portion of such conduit system or right of way, until Licensee has complied with all provisions of this Agreement as though no previous license had been issued.

- 10.3 In addition to any other right to terminate Licensee's license to occupy a pole, conduit or right of way that FRONTIER may have under this Agreement, upon sixty (60) days advance written notice, FRONTIER may terminate Licensee's license to occupy any FRONTIER pole, conduit or right of way, if FRONTIER removes, abandons, terminates Frontier's use of or right to use, or loses Frontier's right to grant Licensee a right to attach to or occupy, such pole, conduit or right of way.

ARTICLE XI

INSPECTION OF LICENSEE'S FACILITIES

- 11.1 The parties understand that FRONTIER shall perform post-installation inspections at the sole expense of Licensee to ensure that Licensee's attachments, installations or other work has been performed in accordance with all applicable requirements.
- 11.2 Thereafter, FRONTIER reserves the right to make reasonable periodic inspections at its own expense of any part of Licensee's facilities attached to Frontier's poles, or occupying Frontier's conduits or rights of way, provided that Licensee shall bear such expenses in the event more frequent inspections are required due to material non-conformances by Licensee that are found by Frontier.
- 11.3 FRONTIER will give Licensee advance written notice of such inspections, except in those instances where FRONTIER determines that safety considerations justify the need for such an inspection without the delay of waiting until a written notice has been forwarded to Licensee.
- 11.4 The making of inspections or the failure to do so shall not operate to impose upon FRONTIER any liability of any kind whatsoever nor relieve Licensee of any responsibility, obligations or liability assumed under this Agreement.

ARTICLE XII

UNAUTHORIZED ATTACHMENT, UTILIZATION, OR OCCUPANCY

- 12.1 If any of Licensee's facilities shall be found attached to poles, or occupying conduit or right of way, for which no license has been granted, FRONTIER without prejudice to its other rights or remedies under this Agreement or at law or in equity may require Licensee to submit an application pursuant to Article VII of this Agreement within fifteen (15) days after receipt of written notification from FRONTIER of the unauthorized attachment or occupancy. If such application is not received by FRONTIER within the specified time period, Licensee may be required to remove its unauthorized attachment or occupancy, or FRONTIER may, at Frontier's option, remove Licensee's facilities at Licensee's sole expense and risk. In addition, Licensee shall pay any unauthorized attachment or occupancy charge as specified in Appendix I.
- 12.2 No act or failure to act by FRONTIER with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by FRONTIER of any of its rights or privileges under this Agreement or otherwise; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement in regard to said unauthorized use from its inception.

ARTICLE XIII

SECURITY INTEREST

Upon the request of FRONTIER after Licensee's failure to make payment as required hereunder or as a condition to attachment or occupancy upon Frontier's reasonable determination that Licensee may have difficulty meeting its financial commitments hereunder (including, but not limited to, if Licensee's credit rating indicates that Licensee is delinquent on its obligations), Licensee shall grant Frontier security interest in all of Licensee's facilities now or hereafter attached to poles, or placed in conduit systems or rights of way, pursuant to this Agreement, and Licensee agrees to perform all acts necessary to perfect Frontier's security interest under the terms of the Uniform Commercial Code, or applicable lien or security laws then in effect. If the terms of Licensee's loan agreements and debentures preclude the grant of liens or security interests to Frontier, Licensee shall grant to Frontier, upon Frontier's request, other permissible assurance or security for performance, satisfactory to Frontier, to cover any amounts due FRONTIER under this Agreement. Nothing in this Article shall operate to prevent FRONTIER from pursuing, at its option, any other remedies under this Agreement or in law or equity, including public or private sale of facilities under security interest or lien.

ARTICLE XIV

LIABILITY AND DAMAGES

- 14.1 FRONTIER shall exercise reasonable care to avoid damaging the facilities of Licensee attached to poles, or occupying conduits or rights of way, under this Agreement, and shall make an immediate report to Licensee of the occurrence of any such damage caused by Frontier's employees, agents or contractors. FRONTIER agrees to reimburse Licensee for all reasonable costs incurred by Licensee for the physical repair of damage to such Licensee facilities proximately caused by the negligence of Frontier; however, FRONTIER shall not be liable to Licensee for any loss of Licensee revenue or profits resulting from any interruption of Licensee's service caused by such damage or interference with the operation of Licensee's facilities caused by such damage.
- 14.2 Licensee shall exercise reasonable care to avoid damaging the facilities of FRONTIER and of others attached to poles, or occupying conduits or rights of way, and shall make an immediate report of damage to the owner of facilities so damaged and Licensee assumes all responsibility for any and all direct loss from damage caused by Licensee's employees, agents or contractors; however, Licensee shall not be liable to FRONTIER for any loss of FRONTIER revenue or profits resulting from any interruption of Frontier's service caused by such damage or interference with the operation of Frontier's facilities caused by such damage.
- 14.3 Licensee shall indemnify, protect and save harmless FRONTIER and other authorized users of poles, conduits or rights of way from any and all damages and costs, including attorneys' fees, incurred by FRONTIER as a result of acts by the Licensee or their employees, agents or contractors, including, but not limited to the cost of relocating poles or conduits resulting from a loss of right of way or property owner consents and/or the cost of defending those rights and/or consents.

- 14.4 Licensee shall indemnify, protect and save harmless FRONTIER and other authorized users of poles, conduits and rights of way from and against any and all claims, demands causes of actions and costs, including attorneys' fees, for damages to property and injury or death to Licensee's employees or other persons, including but not limited to payments under any Workmen's Compensation law or under any plan for employee's disability and death benefits, which may arise out of or be caused by the erection, maintenance, presence, use or removal of Licensee's facilities or by their proximity to the facilities of all parties attached to a pole or placed in conduit or rights of way, or by any act or omission of the Licensee's employees, agents or contractors on or in the vicinity of Frontier's poles, conduits or rights of way. The foregoing indemnity, hold harmless and defense provisions shall not apply to the extent, if at all, they would violate, or be void under, applicable state law.
- 14.5 The Licensee shall indemnify, protect and save harmless FRONTIER and other authorized users of poles, conduits and rights of way from any and all claims, demands, causes of action and costs, including attorneys' fees, which arise directly or indirectly from the construction and operation of Licensee's facilities, including but not limited to taxes, special charges by others, claims and demands for damages or loss from infringement of copyright, for libel and slander, for unauthorized use of television or radio broadcast programs and other program material, and from and against all claims, demands and costs, including attorney's fees, for infringement of patents with respect to the manufacture, use and operation of Licensee's facilities in combination with poles, conduits, rights of way or otherwise.
- 14.6 FRONTIER and Licensee shall promptly advise each other of all claims relating to damage to property or injury to or death of persons, arising or alleged to have arisen in any manner by the erection, maintenance, repair, replacement, presence, use or removal of facilities governed by this License Agreement. Copies of all accident reports and statements made to a Party's insurer by the other Party or affected entity shall be furnished promptly to the insured Party.
- 14.7 Unless expressly provided for otherwise herein, neither party shall be liable to the other for any special, consequential or other indirect damages arising under this Agreement.

ARTICLE XV

INSURANCE

- 15.1 Licensee shall, at its sole cost and expense, procure, maintain, pay for and keep in force, insurance as part of the financial guarantee for the indemnification provisions of this Agreement. Insurance shall be issued by an insurance carrier authorized to conduct business in Licensee's operating region and having an A.M. Best rating of not less than AX, to protect FRONTIER and other authorized user of transport structures from and against all claims, demands, causes of actions, judgments, costs, including attorneys' fees, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as covered in this Agreement.
- 15.2 The amounts of required insurance shall be as follows:
- a) Workers Compensation – to meet Statutory requirements and Employers Liability with limits of not less than \$1,000,000);
 - b) Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, independent contractor, for a combined single limit of no less than \$2,000,000 per occurrence.;
 - c) Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$2,000,000 per occurrence; and

- d) Excess Liability insurance, in the umbrella form, of not less than 5,000,000 per occurrence;
 - e) All risk property, on a full replacement cost basis, insuring all of the Licensee's real and personal property situated on or within Frontier's location. The Licensee may also elect to purchase Transmission and Distribution insurance and/or contingent business interruption insurance.
- 15.3 FRONTIER and its affiliates shall be named as additional insured(s) on (b), (c) and (d) as noted above. Licensee shall deliver a certificate of insurance on a standard Accord form evidencing all required insurance prior to the execution of this Agreement. It is also agreed that the above insurance coverage is primary and must be kept in force during the term of this Agreement and FRONTIER must receive at least thirty (30) days' notice of cancellation or modification of the insurance.
- No Limitation. Supplier is responsible for determining whether the above minimum insurance coverage's are adequate to protect its interest. The above minimum coverage's do not constitute limitations upon Supplier's liability.
- 15.4 All insurance required in accordance with this Article XV must be effective before FRONTIER will authorize attachment to a pole, or occupancy of conduit or rights of way, and shall remain in force until such Licensee's facilities have been removed from all such poles, conduits or rights of way. In the event that the Licensee shall fail to maintain the required insurance coverage, FRONTIER may pay any premium thereon falling due, and the Licensee shall forthwith reimburse FRONTIER for any such premium paid.
- 15.5 All policies purchased by Licensee shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by Frontier.
- 15.6 Notwithstanding the foregoing, if Licensee's net worth exceeds \$100,000,000, Licensee may elect to self-insure in lieu of obtaining any of the insurance required by this Section. If Licensee self-insures, Licensee shall furnish to Frontier, and keep current, evidence of such net worth.
- 15.7 If Licensee self insures, Licensee shall release, indemnify, defend, and hold FRONTIER harmless against all losses, costs (including reasonable attorney's fees), damages, and liabilities resulting from claims that would otherwise have been covered by the foregoing insurance requirements (including without limitation claims alleging negligence or breach of contract).

ARTICLE XVI

AUTHORIZATION NOT EXCLUSIVE

Nothing contained in this Agreement shall be construed as a grant of any exclusive authorization, right or privilege to Licensee. Subject to the rights granted Licensee under the provisions of this Agreement, FRONTIER shall have the right to grant, renew and extend rights and privileges in a nondiscriminatory manner to others not parties to this Agreement, by contract or otherwise, to use any pole, duct, conduit or right of way covered by this Agreement.

ARTICLE XVII

ASSIGNMENT OF RIGHTS

Licensee shall not assign or transfer any license or any authorization granted under this Agreement, and such licenses and authorizations shall not inure to the benefit of Licensee's successors or assigns, without the prior written consent of Frontier. FRONTIER shall not unreasonably withhold such consent. In the event such consent or consents are granted by Frontier, then the provisions of this Agreement shall apply to and bind the successors and assigns of Licensee. Notwithstanding the foregoing, Licensee may assign this Agreement without Frontier's consent to an entity controlling, controlled by, or under common control with Licensee, or to an entity acquiring all or substantially all of Licensee's assets, upon prior written notice to FRONTIER provided that the assignee is capable of assuming all obligations of Licensee hereunder, and further provided that nothing herein shall relieve Licensee of any of its obligations hereunder without Frontier's prior written consent.

ARTICLE XVIII

FAILURE TO ENFORCE

Failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement or to give notice or declare this Agreement or any authorization granted hereunder terminated shall not constitute a general waiver or relinquishment of any term or condition of this Agreement, but the same shall be and remain at all times in full force and effect.

ARTICLE XIX

TERMINATION OF AGREEMENT

- 19.1 Subject to provisions of Article XVII hereof, should Licensee cease to use its facilities in or through the area covered by this Agreement on other than a demonstrably temporary basis not to exceed 6 months, then all of Licensee's rights, privileges and authorizations under this Agreement, including all licenses issued hereunder, shall automatically terminate as of the date following the final day that such facilities are used.
- 19.2 Subject to Section 19.3, below, FRONTIER shall have the right to terminate this entire Agreement or any license issued hereunder whenever Licensee is in default of any term of this Agreement, including, but not limited to, the following conditions:
- a) If Licensee's facilities are used or maintained in violation of any law or in aid of any unlawful act or undertaking; or
 - b) If Licensee attaches to any poles or occupies any conduits or rights of way without having first been issued a license therefore; or
 - c) If any authorization which may be required of Licensee by any governmental or private authority for the construction, operation, and maintenance of Licensee's facilities is denied or revoked; or

- d) If the insurance carrier shall at any time notify FRONTIER or Licensee that Licensee's policy or policies of insurance required under this Agreement will be canceled or changed, or if FRONTIER reasonably determines that the requirements of this Agreement with regard to Licensee's policy or policies of insurance will no longer be satisfied, this Agreement shall terminate upon the effective date of such cancellation or change.
- 19.3 FRONTIER will promptly notify Licensee in writing of any condition(s) applicable to Section 19.2, above. Licensee shall take immediate corrective action to eliminate any such conditions(s) and shall confirm in writing to FRONTIER within 30 days following receipt of such written notice that the cited condition(s) has ceased or been corrected. If Licensee fails to discontinue or correct such condition(s) or fails to give the required confirmation, FRONTIER may immediately terminate this Agreement.
- 19.4 In addition to any other obligation that Licensee may have under this Agreement to remove its facilities from Frontier's poles, conduits or rights of way (including, but not limited to, under Section 9.11, above), in the event of termination of this Agreement or any of Licensee's rights, privileges or authorizations hereunder, Licensee shall remove its facilities from Frontier's poles, conduits and rights of way within 6 months from the date of termination; provided, however, that Licensee's obligations under this Agreement with regard to such facilities shall continue following termination of this Agreement, including, but not limited to, Licensee's obligation to pay all fees and charges accruing pursuant to terms of this Agreement for Licensee facilities attached to poles or occupying conduits or rights of way.
- 19.5 If Licensee does not remove its facilities from Frontier's poles, conduits and rights of way within the applicable time periods specified in this Agreement, FRONTIER shall have the right to remove them at the expense of Licensee and without any liability on the part of FRONTIER to Licensee therefore.
- 19.6 In the event any of the arrangements, fees and charges provided for under this Agreement are offered under a tariff filed by FRONTIER and in effect with a regulatory commission, this Agreement with respect to those arrangements, fees and charges shall be suspended and shall be superseded by said tariff. Said suspension shall become effective on the day when said tariff becomes effective, and shall remain in effect for the time that the tariff remains in effect.

ARTICLE XX

TERM OF AGREEMENT

- 20.1 This Agreement shall continue in effect until terminated by either party in accordance with the provisions of this Agreement or by Licensee upon six months prior written notice thereof.
- 20.2 Termination of this Agreement or any licenses issued hereunder shall not affect Licensee's liabilities and obligations incurred hereunder prior to the effective date of such termination.

20.3 This Agreement shall be deemed to have been executed in the state of West Virginia and the parties hereto agree that the terms and performance hereof shall be governed by and construed in accordance with the laws of the state of West Virginia unless otherwise provided by Federal law.

ARTICLE XXI

NOTICES

All written notices required under this Agreement shall be given by posting the same in first class mail to Licensee as follows:

Jack L. Wade
Director OSP Construction
Lumos Networks
1200 Greenbrier St.
Charleston, WV 25311

Telephone: (304)720-2199
Fax: (304)720-2121
E-mail:

And to FRONTIER as follows:

John Blake
Network Engineering Supervisor - OSP
Frontier West Virginia Inc
1500 Maccorkle Ave
Room 302
Charleston, WV 25396

Telephone: (304) 344-6768
Fax: (304)344-3450
E-mail: John.Blake@ftr.com

Or to such address as the parties hereto may from time to time specify in writing.

ARTICLE XXII

CONFLICTS

This Agreement, including all exhibits and appendices hereto, shall be subject to the Communications Act of 1934, as amended, and any related rules and regulations, and in the event of any conflicting provisions of this Agreement and such laws, rules or regulations, such laws, rules and regulations shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate to become effective as of the date the last party has signed it.

WITNESS: (ATTEST)

FRONTIER WEST VIRGINIA INC.

Kate Bunkela

By: John P. Black
Title: Supv. Network Eng.
Date: 1/3/2012

WITNESS: (ATTEST)

Name of Licensee

Paul E Jopling

By: John B. White
Title: Director OSPC
Date: 12/15/11



APPENDIX I

SCHEDULE OF FEES AND CHARGES

THIS APPENDIX I contains the fees and charges governing the use of Frontier's poles, conduits and rights of way by Licensee's facilities.

1. Attachment, Utilization, and Occupancy Fees

1.1 General

- a) Attachment, utilization, and occupancy fees commence on the date set forth in Section 7.5 of the Agreement. Such fees cease as of the final day of the calendar month in which the attachment or occupancy is physically removed or is discontinued; provided, that if an attachment or occupancy is terminated as a result of a violation of this Agreement by Licensee, charges shall continue until the end of semi-annual period in which the attachment or occupancy is physically removed or discontinued.
- b) A one-month minimum charge is applicable for all attachment and occupancy accommodations.
- c) Fees shall be payable semi-annually in advance on the first day of January and July.
- d) The total attachment and occupancy fees due hereunder shall be based upon the number of poles and duct feet of conduit system (measured from the center to the center of manholes, or from the center of a manhole to the end of Frontier's conduit system to be occupied by Licensee) for which licenses have been issued before the first day of December and the first day of June each year. Charges shall apply for attachment to a pole or occupancy of a conduit system for which a license has been issued even if Licensee has not actually made an attachment to the pole or occupied the conduit system. Each semi-annual payment shall include a pro-ration of the monthly attachment and occupancy charges applicable for attachments or occupancy initially authorized by FRONTIER during the pre-ceding six-(6) month period.

2. Fees

2.1 Application and Pre-License Survey Fee

Pole attachment

- a) Application fee \$ 25.00
- b) Pre-license survey fee per pole attachment \$ 48.00

Manhole/Duct run

- a) Application fee \$ 25.00
- b) Pre-license survey fee per manhole/duct run \$100.00

2.2 Annual Fee

- | | |
|-------------------------------------------------------------------------------------------|--------|
| a) Pole--Horizontal Attachment
Per attachment | \$4.43 |
| b) Pole--Vertical Attachment
Per vertical foot of occupancy | \$4.43 |
| b) Conduit System--Per foot of cable
Placed in the conduit system | \$2.50 |
| d) Right of Way (determined on a case by case basis as
mutually agreed by the Parties) | |

2.3 Inspections, Make-Ready Work, Surveys, etc.

Charges for all work performed by FRONTIER or by Frontier's contractor or authorized representative in connection with the furnishing of pole, conduit and right of way accommodations covered by this Agreement shall be based upon the full cost to FRONTIER for performance of such work, in accordance with Frontier's regular and customary methods for determining such costs and Applicable Law. Such charges may apply, but not be limited to, Pre-license Survey; Make-Ready Work; inspection of Licensee's facilities; removal of Licensee's facilities, where applicable; and supervision, at the option of Frontier, of Licensee-performed work in and around the immediate vicinity of a manhole or conduit system.

2.4 Unauthorized Attachments

In the event that it is determined that Licensee has made an attachment to any pole or has occupied conduit or right of way of FRONTIER for which a License has not been executed, Licensee shall be obliged to; (a) apply for such License immediately; and (b) pay to FRONTIER fees for said attachment for the entire period of time which can be reasonably established as the date of Licensee's attachment, but in no case less than one year prior to date of discovery.

2.5 Payment Date

Payment of fees and charges shall be due thirty (30) days after issuance of Frontier's bill. Failure to pay all fees and charges within thirty (30) days after issuance of the bill therefore shall constitute a default of this Agreement, and in addition shall result in a 1 1/2% per month late charge until paid in full.

APPENDIX II

ADMINISTRATIVE FORMS AND NOTICES

THIS APPENDIX II, effective as of December 6, 2011, is an integral part of the License Agreement between FRONTIER WEST VIRGINIA INC. (Frontier), and Lumos Networks, (Licensee), dated December 6, 2011, and contains the administrative forms governing the use of Frontier's poles, anchors, guy strands, and conduit system by Licensee's communications facilities.

INDEX OF ADMINISTRATIVE FORMS

Application and Pole Attachment License	A-1
Pole Details	A-2
Application and Conduit Occupancy License	B-1
Conduit System Diagram	B-2
Cable to Occupy Conduit and Equipment to be placed in Manholes	B-3
Notification of Removal of Pole Attachments	C
Notification of Removal of Conduit Occupancy	D
Authorization for Pre-License Survey	E
Authorization for Make Ready Work	F

FORM A-1

APPENDIX II

APPLICATION AND POLE ATTACHMENT LICENSE

Frontier - West Virginia, Inc.

In accordance with the terms and conditions of the License Agreement between us, dated _____, 20__, application is hereby made for a nonexclusive license to attach communication facilities to _____ poles, _____ anchors as indicated on Form A-2.

This request will be designated:

Pole Application # _____

B.A.L.T.S # _____

Enclosed is a check in the amount of \$ _____ to cover the cost of the pre-license survey.

(Licensee)

Signed: _____

Dated: _____

Tel. No: _____

.....
Permission is hereby granted to attach communication facilities to _____ poles and _____ anchors as indicated on the attached Form A-2.

Frontier - West Virginia, Inc.
(Licensor)

Signed: _____

Dated: _____

Tel. No: _____

Applications shall be numbered in sequential ascending order by Licensee. Licensor will process applications in ascending order according to the applications numbers assigned by Licensee.

FORM A-2

APPENDIX II

(Licensee)

Page _____

(Central Office Area)

(BALTS #)

(Pole Application #)

POLE AND ANCHOR DETAILS

	Telephone Pole #	Power Pole #	Location	Type Attach	Attach Height	F/B	Make Ready	Denied/Approved
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

TYPE ATTACHMENT CODES: C-Cable G-Guy A-Anchor M-Meter O-Over Lash S-Service Wire PS-Power Supply
 Define any other kind of attachment. * = Frontier owned

FRONTIER WEST VIRGINIA INC

FORM B-1

APPENDIX II

APPLICATION AND CONDUIT OCCUPANCY LICENSE

Frontier - West Virginia, Inc.

In accordance with the terms and conditions of the License Agreement between us, dated _____ 19____, application is hereby made for a license to occupy the conduit system shown on Form B-2, with the cable and equipment detailed on Form B-3. This request will be designated:

Conduit Application # _____

B.A.L.T.S # _____

Enclosed is a check in the amount of \$ _____ to cover the cost of the pre-license survey.

(Licensee)

Signed: _____

Dated: _____

Tel. No: _____

.....
Permission is hereby granted to occupy Licensor's conduit system, as indicated on the attached Form B-2, with cable equipment and facilities specified on the attached Forms B-3. The duct footage for this License is _____.

Frontier- West Virginia, Inc.
(Licensor)

Signed: _____

Dated: _____

Tel. No: _____

Applications shall be numbered in sequential ascending order by Licensee. Licensor will process applications in ascending order according to the applications numbers assigned by Licensee.

FORM B-2

APPENDIX II

(Licensee)

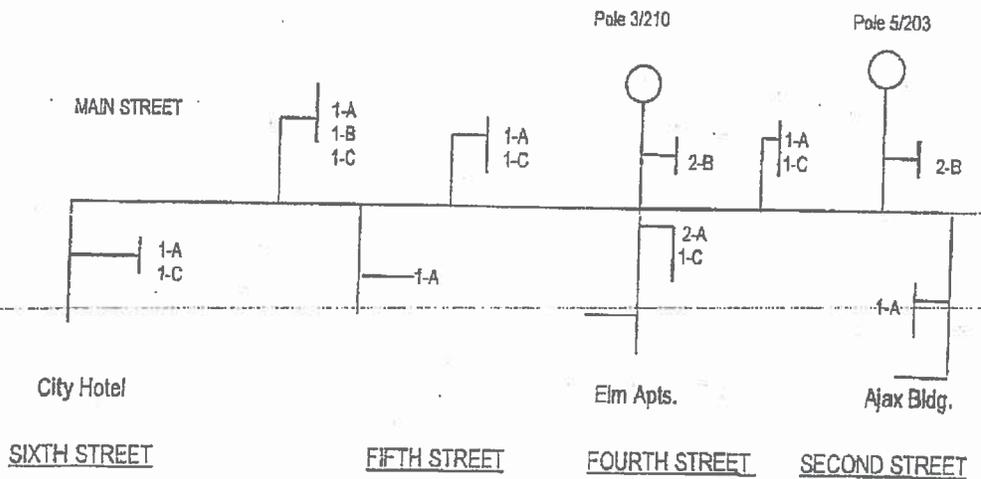
Page _____

(Central Office Area)

(Conduit Application #)

(B.A.L.T.S. #)

SAMPLE CONDUIT SYSTEM DIAGRAM



CONDUIT SYSTEM DIAGRAM

FORM B-3

APPENDIX II

(Licensee)

Page _____

(Central Office Area)

(Conduit Application #)

(B.A.L.T.S. #)

CABLE TO OCCUPY CONDUIT

	Type Cable	Weight Per Ft.	Maximum Voltage to Ground AC/DC	Maximum Current in a Conductor	Type Sheath
1					
2					
3					
4					
5					

EQUIPMENT TO BE PLACED IN MANHOLES

	Location	Type	Height	Width	Depth	Weight
1						
2						
3						
4						
5						

FORM C

APPENDIX II

Page _____

NOTIFICATION OF REMOVAL OF POLE OR ANCHOR ATTACHMENTS

In accordance with the terms and conditions of the License Agreement between us, dated _____, 19____, notice is hereby given that the following pole and/or anchor attachments have been removed.

	Telephone Co.	Pole	Joint-Use Pole	Location	Date Removed
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

SUBMITTED:

APPROVED:

(Licensee)

Frontier- West Virginia, Inc.
(Licensor)

Signed: _____

Signed: _____

Dated: _____

Dated: _____

Frontier - West Virginia, Inc.

FORM D

APPENDIX II

Page _____

NOTIFICATION OF REMOVAL OF CONDUIT OCCUPANCY

In accordance with the terms and conditions of the License Agreement between us, dated _____, 20__, notice is hereby given that the occupancy of the following conduit has been removed.

Conduit Location	Conduit Application #	Date Removed

SUBMITTED:

(Licensee)

Signed: _____

Dated: _____

APPROVED:

Frontier- West Virginia, Inc.
(Licensor)

Signed: _____

Dated: _____

Frontier - West Virginia, Inc.

FORM E

APPENDIX II

Page _____

AUTHORIZATION FOR PRE-LICENSE SURVEY

Following is a summary of the estimated charges for the following application:

Pole Attachment Application Number: _____

or

Conduit Occupancy Application Number: _____

or

Right-Of-Way Occupancy Application Number: _____

Estimated Cost: \$ _____

NOTE: In the event that an advance payment is required, actual costs will be billed at the conclusion of the work.

Frontier-West Virginia, Inc.
(Licensor)

By: _____

Its: _____

Date: _____

Telephone Number: _____

Order Number: _____

I hereby acknowledge and agree to pay all charges, as above, and authorize work to begin.

(Licensee)

By: _____

Its: _____

Date: _____

Telephone Number: _____

Frontier- West Virginia, Inc.

FORM F

APPENDIX II

Page _____

AUTHORIZATION FOR MAKE-READY WORK

Following is a summary of the estimated charges for the following application:

Pole Attachment Application Number: _____
 or
 Conduit Occupancy Application Number: _____
 or
 Right-Of-Way Occupancy Application Number: _____
 Estimated Cost: \$ _____

NOTE: In the event that an advance payment is required, actual costs will be billed at the conclusion of the work.

Frontier-West Virginia, Inc.
(Licensor)

By: _____

Its: _____

Date: _____

Telephone Number: _____

Order Number: _____

I hereby acknowledge and agree to pay all charges, as above, and authorize work to begin.

(Licensee)

By: _____

Its: _____

Date: _____

Telephone Number: _____

Frontier - West Virginia, Inc.

VERIFICATION

STATE OF WEST VIRGINIA,

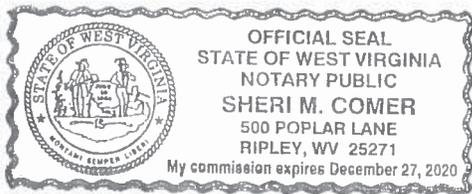
COUNTY OF KANAWHA, to-wit:

Matthew Clayton, Engineering Manager Frontier West Virginia Inc., the Defendant named in the foregoing action, being duly sworn, says that the facts and allegations contained in the foregoing Motion are true, except so far as they are therein stated to be on information, and that, so far as they are therein stated to be on information, he believes them to be true.



AFFIANT

Taken, sworn to and subscribed before me this 20th day of April 2015.



NOTARY PUBLIC

CERTIFICATE OF SERVICE

I, Joseph J. Starsick, Jr., Counsel for Defendant Frontier West Virginia Inc., do hereby certify that I have served the foregoing Answer of Frontier West Virginia Inc. upon the parties of record by depositing a true copy thereof in an envelope in the United States mail, return receipt requested, this 20th day April 2015, addressed as follows:

Steven Hamula, Esq.
Lumos Networks, LLC
1200 Greenbrier Street
Charleston, WV 25311



Joseph J. Starsick, Jr. (WV State Bar #3576)

Exhibit 2



JOSEPH J. STARSICK, JR.
Associate General Counsel
Frontier Communications
1500 MacCorkle Ave., S.E.
Charleston, West Virginia 25396
(304) 344-7644
Joseph.Starsick@FTR.com

April 14, 2015

Via Hand Delivery

Ingrid Ferrell
Executive Secretary
Public Service Commission
201 Brooks Street
Charleston, West Virginia 25323

**Re: 15-0551-T-C
Lumos Networks, LLC and Lumos Networks of West Virginia, Inc. v.
Frontier West Virginia Inc.**

Dear Ms. Ferrell:

Please find enclosed for filing in the original plus 12 copies of the **Emergency Verified Motion of Frontier West Virginia Inc. to Modify Order Regarding Interim Relief** in the above-referenced matter.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Starsick, Jr.", written over a horizontal line.

Joseph J. Starsick, Jr.
(State Bar No. 3576)

JJSjr/sc
Enclosure

cc: Steven Hamula, Complainant
Angie McCall
Frontier

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

CASE NO. 15-0551-T-C

**LUMOS NETWORKS, LLC and
LUMOS NETWORKS OF WEST VIRGINIA, INC.,**

Complainant,

v.

**FRONTIER WEST VIRGINIA INC.
a public utility,**

Defendant.

**EMERGENCY VERIFIED MOTION OF FRONTIER WEST VIRGINIA INC.
TO MODIFY ORDER REGARDING INTERIM RELIEF**

Defendant, Frontier West Virginia Inc. (“Frontier”), hereby files this Motion to modify the Order Regarding Interim Relief in this matter, and for grounds states as follows:

1. As Frontier will explain in more detail in its Answer in this proceeding, the construction by Lumos Networks and Lumos Networks of West Virginia, Inc. (“Lumos”) was woefully substandard and unsafe. Among other things, supporting strand was on the ground, wrapped around Frontier’s facilities, the load was unbalanced without proper supporting guy wires, and the power facilities had not yet been transferred to the new poles in order to accommodate Lumos’ facilities. In advance of Frontier taking the necessary action, Frontier had a number of communications with Lumos managers regarding the problems, including on March 4 and continuing through April 6, 2015. No customer was in service when Frontier lawfully removed the facilities, which were simply supporting strand and not working cable.

2. Currently, the power company, Mon Power, has not transferred its facilities on all of the affected poles. As of this morning, power facilities remained to be transferred on at least four poles.

3. It is unsafe, and at the least substandard, for Lumos to do any further work until the electric power facilities are transferred. Nonetheless, Lumos previously tried to do work without such a transfer. It is Frontier's information and belief that Lumos may try do so now. In the worst case, the pole itself could become energized.

4. In addition, the Commission should order Lumos to comply with all safety and other standards, including the National Electrical Safety Code, the Bluebook and all other applicable requirements.

5. Accordingly, Frontier hereby respectfully asks the Commission to modify its Order to require Lumos to comply with such safety and other applicable standards.

6. A copy of this Motion has been delivered via email to Lumos' counsel.

Conclusion

For the above reasons, Frontier respectfully moves that the Commission modify its Order Regarding Interim Relief to require Lumos to comply with all safety and other standards, including the National Electrical Safety Code, the Bluebook and all other applicable requirements.

FRONTIER WEST VIRGINIA INC.



Affiant



Joseph J. Starsick, Jr. (WV State Bar #3576)
Associate General Counsel
Frontier Communications
1500 MacCorkle Avenue, S.E.
Charleston, West Virginia 25314
(304) 344-7644
Joseph.Starsick@FTR.com
Attorney for Frontier West Virginia Inc.

2.4 Placing or Removing Poles Near Power

The work prints, detailed drawings, etc., must show the voltage of the power conductor and whether or not enough distance can be maintained during the work operation, in order to eliminate the need for insulating the pole and the wearing of insulating gloves.

When the pole is within, or will come within, 20 feet (6.1 m) of the power during a placing or removal work operation and the voltage and clearance have not been specified, obtain this information from your supervisor, telephone engineering forces, or the local utility company before any work is begun.

If the work print indicates that enough distance cannot be maintained and the voltage is 20,000V or less to ground (34,000V or less phase-to-phase), the pole must be insulated.

If the voltage is above 20,000V up to 86,000V to ground (above 34.5 kV to 150 kV phase-to-phase), the pole may be placed or removed only if the in-place clearance is 15 feet (4.6 m) or more and the power conductor is, or will be, higher than the in-place pole. If the in-place clearance is less than 15 feet (4.6 m), the power company must be contacted. They may elect to insulate the conductor, move the conductor, de-energize the conductor, or place or remove the pole. No work is to proceed until a responsible employee of the power company confirms one of the options has been completed.

When a pole is being placed or removed, make every effort to prevent contact with power conductors.

All employees handling the pole with their hands or with pike poles or other tools must wear insulating gloves and protectors when there is any possibility of contact with the power conductors. Except for glove-protected hands, do not allow any part of the body to contact the pole, tools, truck, or other equipment that could become energized during the period of power contact.

Before a pole is removed, all attachments must be removed. Electric supply company attachments, in all cases, must be removed by the electric company.

On joint-crossing poles, do not place any telephone attachments if the power company has not transferred their attachments as they may contact the pole. If the new and old poles are lashed together in such a manner that the movement of one does not result in bringing the power conductors closer to the other, and the power attachments are firmly fixed to the old pole with standard clearance from the planned location of the telephone attachments on the new pole, attachment of the telephone plant to the new pole may proceed. When an employee must work aloft on a newly placed pole for the purpose of placing the lashing wire or otherwise securing the new and old poles together, the winch, derrick, pike poles, or other tools and equipment used to maintain relative positions of the old and new poles shall remain in place until both poles are firmly secured.

Do not place or remove poles near power wires carrying over 5,000V to ground during substantial rain, sleet, or wet snowfall.

Before placing, insulate all poles that have been lying in wet snow, water, or mud.

Always attach the winch line above, but close to, the balance point so the butt end is heavy. This allows the derrick head to be as low as possible.

Allow for the rise of the derrick head when the pole is placed in the hole and the weight of the pole is released.

VERIFICATION

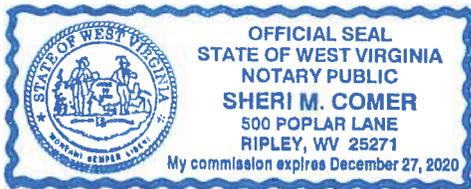
STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, to-wit:

Kevin Brown, Engineering Manager for Frontier West Virginia Inc., the Defendant named in the foregoing action, being duly sworn, says that the facts and allegations contained in the foregoing Motion are true, except so far as they are therein stated to be on information, and that, so far as they are therein stated to be on information, he believes them to be true.


AFFIANT

Taken, sworn to and subscribed before me this 14th day of April 2015.




NOTARY PUBLIC

CERTIFICATE OF SERVICE

I, Joseph J. Starsick, Jr., Counsel for Defendant Frontier West Virginia Inc., do hereby certify that I have served the foregoing Motion. upon the parties of record by email and depositing a true copy thereof in an envelope in the United States mail, return receipt requested, this 14th day April 2015, addressed as follows:

Steven Hamula
Lumos Networks
1200 Greenbrier Street
Charleston, WV 25311
hamulas@lumosnet.com



Joseph J. Starsick, Jr. (WV State Bar #3576)