APPLICATION FOR CONSTRUCTION IN RIGHT-OF-WAY (City Code Chapter 919)

<u>Definition</u>: Public right-of-way means the surface and space above and below any real property in which the City has an interest in law or in equity, whether held in fee, or other estate or interest, or as trustee for the public, including but not limited to all public streets and public easements, as those terms are defined herein, sidewalks, tree, lawns and other property, but not only to the extent of the City's right, title interest or authority to grant a Construction Permit (§919.01).

Gudenkauf LLC	2679 McI	Kinley Ave		
[Applicant Name]	[[Street Address]		
Columbus, OH 43204				
City State	Zip Code			
•	Profit Organization Partnership			
☑LLC ☐ Sole Pro	prietor			
31-0908234				
[Federal Tax ID No.]	[Charter No. if Corp.]	[Statutory Agent if Corp.]		
☑ Licensed as an OhioY N	Corporation \square \square Licensed in \bigcirc \mathbf{Y} \mathbf{N}	Ohio as a Foreign Corporation		
List Any Affiliates to Com	pany]			
		r, agent or employee responsible for the e City can contact the applicant at any tim		
Evan Rednour	203 W 9th St	Lorain		
Name]	[Street]	[City]		
ОН	44052	980-376-1808		
State]	[Zip Code]	[Emergency Telephone No.]		
Brightspeed fiber upgrade cons	isting of a city-wide build of both aerial ar	nd buried placement.		
-				
The location the kind e	xtent and schedule of the propose	ed work to be performed)		

Attached Not Attached: The location of all known overhead and underground public utility, utility, telecommunications, cable, water, sanitary sewer, storm water drainage and other existing facilities in the public right-of-way along the route of the applicants proposed construction, sufficient to show any impact of the applicant's facilities on other existing facilities.
☐ Attached ☒Not Attached: If the applicant is proposing to construct or locate facilities above ground: (a) Evidence that surplus space is available for locating its facilities on existing utility poles along the proposed route; and, (b) The location and route of all facilities to be located or installed on existing utility poles.
Attached Not Attached: If the applicant is proposing an underground installation of new facilities in existing ducts, pipes or conduits in the public rights-of-way, information in sufficient detail to identify: (a) The excess capacity currently available in such ducts or conduits before the installation of the applicants facilities; and, (b) The excess capacity, if any, that will exist in such ducts or conduits after installation of the applicants facilities.
☐ Attached ☒Not Attached: If the applicant is proposing an underground installation of new facilities in new ducts or conduits to be constructed in the public right-of-way: (a) The location and depth proposed for the new ducts or conduits; and, (b) The excess capacity that will exist in such ducts or conduits after installation of the applicants facilities.
☐ Attached ☒Not Attached: The construction methods to be employed for protection of existing structures, fixtures and facilities in or adjacent to the public right-of-ways.
☐ Attached ☒Not Attached: The structures, improvements, facilities and obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate.
☐ Attached ☒Not Attached: The impact of construction on trees in or adjacent to the public right-of-ways along the route proposed by the applicant, together with a landscape plan for protecting, trimming, removing, replacing and restoring any trees or areas disturbed during construction.
Attached Not Attached: Certificate of Insurance demonstrating compliance with the insurance provisions. Applicant shall maintain and file with the City a certificate evidencing a commercial, general and liability insurance policy, issued by a company authorized to write insurance in the State and designating the City as an additional insured, in the following amounts (or such other amounts determined to be adequate by the City Engineer):
(1) One million dollars (\$1,000,000.00) for any and all claims for bodily injury or death for each person; (2) Three million dollars (\$3,000,000.00) for any and all claims for bodily injury or death for each accident; (3) Five hundred thousand dollars (\$500,000.00) for all other types of liability; and, (4) Ten million dollars (\$10,000,000.00) excess liability or umbrella coverage for each accident arising out of the work to be performed pursuant to the construction permit or the prosecution of the work for which the construction permit is obtained or in any manner arising or growing out of the work necessary or incident to the issuance of the construction permit or that may be occasioned by reason of any work or anything else done pursuant to the construction permit. The insurance coverage shall be on an occurrence coverage basis so that the insurance required by this section shall provide coverage through the end of the period established by the applicable statute of limitations for all items insured. Such insurance policy shall require written notification to the City thirty (30) days prior to any expiration or cancellation.

The Applicant shall show to the reasonable satisfaction of the City that the applicant has workers compensation insurance in effect at all times covering its obligations under the workers compensation statute.

	il be granted by the City Engli tle or no risk to the public, as (determined in writing by the City
Engineer. Waived N	ot Waived	
Engineer when the item bei		shall be waived by the City ht-of-way is a mailbox or other etermined by the City Engineer.
Performance Bond App	roved	nance Bond Waived
[This blacked por	tion to be completed by autho	rized City official ONLY]
CAUTION:		
representing to all the terms, Codified Ordinances of the C Applicant warrants that he/sh Ohio. Finally, applicant here its elected and appointed offisubcontractors harmless from reasonable attorneys fees and arise out of or result from the misconduct of the applicant of subcontractors in proposed contractors in proposed contractors.	ity of Napoleon, Ohio as now in e has the authority to make such by expressly undertakes to defe- cers, officials, employees, volum- and against any and all damage costs of suit or defense, arising negligent, careless or wrongful or its affiliates, officers, employed construction in the public right-of	s as required by Chapter 919 of the n effect or as may be later amended. In application to the City of Napoleon and, indemnify and hold the City and atteers, agents, representatives and es, losses and expenses, including to out of, resulting from or alleged to acts, omissions, failures to act or ees, agents, contractors or
9/8/2023	Cvan Rea [Applicant]	lnour
[Date]	[Applicant]	
Sr. Engineer, Per	mitting and Joint Use	

REVOCABLE RIGHT-OF-WAY PERMIT City Code Chapter 919

Permit No. <u>P-23-143</u>

<u>Definition</u>. Public right-of-way means the surface and space above and below any real property in which the City has an interest in law or in equity, whether held in fee, or other estate or interest, or as trustee for the public, including, but not limited to, all public streets and public easements, as those terms are defined herein, sidewalks, trees, lawns and other property, but only to the extent of the City's right, title, interest or authority to grant a construction permit. (§919.01)

Indemnification. Permit holder expressly undertakes to defend, indemnify and hold the City and its elected and appointed officers, officials, employees, volunteers, agents, representatives and subcontractors harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the applicant or its affiliates, officers, employees, agents, contractors or subcontractors in proposed construction in the public right-of-way, whether such acts or omissions are authorized, allowed or prohibited by Chapter 919 of the Codified Ordinances of the City of Napoleon, Ohio. This provision survives termination of the permit.

Construction Schedule and OUPS. The permit holder shall submit a written construction schedule to the City ten (10) working days before commencing any construction work in or about the public right-of-ways. The permit holder shall further notify the City and the Ohio Utility Protection Service (OUPS) not less than forty-eight (48) hours in advance of any excavation in the public right-of-ways. The permit holder shall promptly complete all construction activities so as to minimize disruption of the public right-of-ways and other public or private property.

<u>Duty to Install in Compliance.</u> The permit holder shall construct, install, repair, operate and maintain its facilities in the public right-of-ways in accordance with all applicable federal, state and local codes, rules and regulations.

<u>Inspection</u>. All work performed in the public right-of-way during construction shall be subject to the inspection by the Inspector. If so ordered by the Inspector, all work that does not comply with the permit, the approved plans and specifications for the work, or the requirements of this chapter, shall immediately cease and shall be immediately corrected and/or removed by the permit holder.

Protection of Site. At all times during construction, the permit holder or other person acting on its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as necessary and in accordance with applicable state and local requirements, including the Ohio Department of Transportations Uniform Manual of Traffic Control Devices, for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such public right-of-way or property. The Inspector may issue any additional orders he or she deems appropriate pursuant to this section, and the permit holder shall promptly comply with all such orders. At all times the work shall be done so as to cause the least inconvenience to property owners and the general public.

Least Disruption Technology. All construction work performed in the public right-of-way shall be performed in the manner resulting in the least amount of damage and disruption of the public right-of-way. (a) Underground facilities. (1) Whenever any existing electric utilities, cable facilities, telecommunications facilities or other similar Facilities are located underground in the public right-of-way of the City, the permit holder must, when practical, as determined by jointly by the City Engineer, also locate its facilities underground, permit holder utilizing best efforts to do so. (2) Unless otherwise authorized by the Inspector for good cause, construction of underground facilities shall utilize trenchless technology, including, but not limited to, horizontal drilling, directional boring, and microtunneling, if technically and/or technology feasible. In addition, all cable, wire or fiber optic cable facilities to be installed underground shall be installed in conduit, without using direct bury techniques. (b) Overhead Facilities. In the event underground location of its facilities is not practical, the permit holder shall install its facilities only on existing utility poles. In the event it is not practical to do so, as determined by the City Engineer after consultation with the City Electrical Superintendent, permit holder utilizing best efforts to do so, then new utility poles may be erected and used with the City's permission. Nothing in this provision shall be construed as eliminating any requirement of permit holder's to obtain facility attachment agreements with public or private owners of poles and/or infrastructure and pay any fees associated therewith. (c) Excess Capacity. To reduce excavation in the public right-of-way, it is the City's goal to encourage permit holders to share occupancy of underground conduit as well as to construct, whenever possible, excess conduit capacity for occupancy of future facilities in the public right-of-way. Therefore, if a permit holder is constructing underground conduit in the public right-of-way for its own facilities, and the City reasonably determines such construction is in an area in which other providers would likely construct facilities in the future, the City may require the permit holder to construct extra conduit capacity in the public right-of-way, provided the permit holder shall be reimbursed for the use of the excess capacity by any other permit holder that uses the excess capacity. The permit holder may charge a reasonable market lease rate for occupancy of the additional conduit space as reimbursement. (d) City Owned Conduit. If the City owns or leases conduit in the path of a permit holders proposed construction of facilities, and provided it is technologically feasible for the permit holders facilities to occupy the conduit owned or lease by the City, the permit holder shall be required to occupy the conduit owned or leased by the City in order to reduce the necessity to excavate the public right-of-way. The permit holder shall pay to the City a reasonable fee for such occupancy. The City and the permit holder may agree to amortize the fee through annual payments to the City.

Restoration in General. (a) The permit holder shall, after the construction work is completed and at its own expense, promptly remove any obstructions from, and restore the public right-of-ways or other City or private property, and provide property improvements, fixtures, structures and facilities damaged during the course of construction within ten (10) days, or longer at the City's discretion, to as good a condition as existed before the work was undertaken, unless otherwise directed by the City. (b) If weather or other conditions do not permit the complete restoration required by this Section, the permit holder shall temporarily restore the affected public right-of-ways or property. Such temporary restoration shall be at the permit holders sole expense and the permit holder shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

Landscape Restoration. (a) Subject to paragraph (b) below, all authorized trees, landscaping and grounds removed, damaged or disturbed as a result of the Construction must be replaced or restored as nearly as may be practicable, to the condition existing prior to performance of work. (b) All restoration work within the public right-of-ways shall be done in accordance with landscape plans as provided by the permit holder and as approved by the City Engineer.

Relocation and Removal Facilities. Within thirty (30) days following written notice from the City, the permit holder shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any of its facilities in the public right-of-ways whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for: (a) The Construction, reconstruction, repair, maintenance or installation of any City or other public improvement in or upon the public right-of-ways. (b) The operations of the City or other governmental entity in or upon the public right-of-way. (c) Whenever any existing electric utilities, cable facilities, telecommunications facilities or other similar facilities are located or relocated underground in the public right-of-ways of the City, the permit holder shall relocate its facilities underground within a reasonable period of time as determined by the City. Absent extraordinary circumstances or undue hardship, as determined by the City, such relocation shall be made concurrently to minimize the disruption of the public right-of-ways.

Assignments and Transfers of Permit. Ownership or working or ultimate control of this Permit may not be, directly or indirectly, transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the permit holder, by operation of law or otherwise, without consent of the City. Consent of the City shall not be required if ownership or control of the permit is transferred to any entity controlling, controlled by or under common control with the permit holder; provided that: (a) The City is notified of the proposed transfer on or before the date of transfer; and, (b) At the time of such notification, the permit holder and the transferee shall certify to the City that the transferee; (1) is licensed to do business in Ohio; and, (2) Shall comply with the conditions of the permit including the insurance and construction and performance bond requirements.

<u>Curb Cutting, Inspection Fees.</u> No person shall cut any curb on any of the streets or highways within the City without first having secured a permit to do so. The permit will be issued by the City Engineering Department upon the condition that permit holder cut or reinstall said curb at permit holder's expense, whichever is applicable as determined by the City Engineer, to City specifications. In addition to any other fees, an inspection of one dollar (\$1.00) per lineal foot shall be charged for the cutting of any curbs.

Appeals. (a) Any permit holder or applicant for a permit under this chapter has thirty (30) days of receipt of any decision rendered by the City Engineer or Inspector with respect to this chapter to appeal such decision. Such appeal shall be timely filed with the City Manager for review and final determination. The City Manager shall review the appeal and shall issue its determination no later than ten (10) days after receipt of the appeal. Such appeal shall be limited in scope as to whether or not the City Engineer or Inspector abused his or her discretion or was arbitrary or capricious in his or her decision. Such hearing shall be recorded with sworn testimony. (b) The decision of the City Engineer or Inspector shall stand pending the decision of the City Manager; further, the appeal process does not bar the City Engineer or Inspector to cause to be removed any obstruction from the right-of-way pending the decision of the City Manager when such action is deemed immediately necessary by such City Engineer or Inspector to preserve the health, safety or welfare of the public. (c) The appeal process as provided for in this chapter does not bar the filing of criminal charges under this chapter, nor is it applicable thereto.

<u>Penalty.</u> A violation of any of the provisions of Chapter 919 of the Codified Code of Napoleon, Ohio shall constitute a misdemeanor of the minor degree. Each day a violation continues shall be considered a separate offense.

<u>Duration:</u> This permit expires when the reason for the issuance of the permit is satisfied; or, on the date of DECEMBER > 2023; or, when otherwise revoked by the City

incorporated into this permi
By: City Engineer
0_23



BOND

(License or Permit – Continuous)

Bond No. <u>800165005</u>
KNOW ALL MEN BY THESE PRESENTS:
THAT WE, BRIGHTSPEED OF OHIO, INC.
as Principal, and ATLANTIC SPECIALTY INSURANCE COMPANY, a corporation duly incorporated under the
aws of the State of New York and authorized to do business in the State of
OHIO, as Surety, are held and firmly bound unto
CITY OF NAPOLEON
as Obligee, in the penal sum of
Twenty Thousand and 00/100
(\$ 20,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators,
ointly and severally, firmly by these presents.
WHEREAS, the Principal has obtained or is about to obtain a license or permit for
Right-of-Way Construction and Performance Ord. 133-01
NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations, pertaining to the license or permit issued, then this obligation shall be null and void; otherwise to remain in full force and effect. This bond shall become effective onSeptember 11, 2023 PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a
arger amount, in the aggregate, than the penal sum listed above. PROVIDED FURTHER, that the Surety may terminate its liability hereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.
SIGNED, SEALED AND DATED this <u>6th</u> day of <u>September</u> , <u>2023</u> .
BRIGHTSPEED OF OHIO, INC.
By: Richard Starr, Director, Treasury & Cash Mguil. ATLANTIC SPECIALTY INSURANCE COMPANY DIMINIMAN DE MINIMAN DE COMPANY
Francesca Kazmierczak, Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Debra A. Deming, Sandra Diaz, Anne Potter, Peter Healy, Susan A. Welsh, Frances Rodriguez, Aklima Noorhassan, Francesca Kazmierczak, Jennifer Jakaitis, Kemal Brkanovic, Valorie Spates, Beverly A. Woolford, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

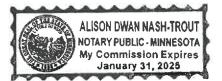
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA HENNEPIN COUNTY

Bv

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 6th day of September 2023.

This Power of Attorney expires January 31, 2025

Kara L.B. Barrow, Secretary



Atlantic Specialty Insurance Company Period Ended 12/31/2022

Penog Ended 12/31/4

Dollars	displa	yed in	thousands
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Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,216,201	Loss Resenes	\$ 1,093,968
Preferred Stocks		Loss Adjustment Expense Reserves	347,884
Common Stocks	752,567	Total Loss & LAE Reserves	1,441,852
Mortgage Loans			
Real Estate		Uneamed Premium Reserve	735,813
Contract Loans		Total Reinsurance Liabilities	42,785
Derivatives		Commissions, Other Expenses, and Taxes due	68,767
Cash, Cash Equivalents & Short Term Investments	308,498	Derivatives	16
Other Investments	20,805	Payable to Parent, Subs or Affiliates	
Total Cash & Investments	3,296,071	All Other Liabilities	632,508
Premiums and Considerations Due	332,718	Total Liabilities	2,921,725
Reinsurance Recoverable	39,231		
Receivable from Parent, Subsidiary or Affiliates	2,250	Capital and Surplus	
All Other Admitted Assets	79,777	Common Capital Stock	9,001
		Preferred Capital Stock	
Total Admitted Assets	3,750,047	Surplus Notes	
		Unassigned Surplus	174,558
		Other Including Gross Contributed	644 763
		Capital & Surplus	828,322
		Total Liabilities and C&S	3,750,047

State of Minnesota County of Hennepin

I, Kara L.B. Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2022, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 16th day of March, 2023.

KERRI RIECHERS
Notary Public
Minnesota
My Connission Equits January 31, 2025

Notary Public

Affectibe Pate: June 30, 1999 Expiration Pate: April 1, 2024

State of Phio

Department of Insurance

Certificate of Authority

This is to Certify, that

ATLANTIC SPECIALTY INSURANCE COMPANY

NAIC No. 27154

is authorized in Ohio to transact the business of insurance as defined in the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Collectively Renewable A & H

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Credit Accident & Health

Fidelity

Fire

Glass

Group Accident & Health

Guaranteed Renewable A & H

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Noncancellable A & H

Nonrenew-Stated Reasons (A&H)

Ocean Marine

Other

Other Accident only

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

Workers Compensation

This Certificate of Authority is subject to the laws of the State of Ohio.



Mike DeWine, Governor

Judith L. French

Judith French, Director



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. the terms and conditions of the policy, certain policies may require an endorsement. A statement on If SUBROGATION IS WAIVED, subject to

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER		CONTACT NAME:			
Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	PHONE (A/C, No. Ext):	8662667475 FAX. No.): (866) 467-7847		47	
	ADDRESS:				
		INSURER(S) AFFORDING COVERAGE			
INSURED	INSURERA: Starr Indemnity & Liability Company			38318	
Connect Holding II LLC d/b/a Brightspeed, 1120 South Tryon St. Suite 700 Charlotte NC 28203 USA	INSURER B:	Ironshore Specialty Insurance Company		25445	
	INSURER C:	AIG Specialty Insurance Company		26883	
	INSURER D:	Columbia Casualty Comp	any	31127	
	INSURER E:				
	INSURER F:				

COVERAGES	CERTIFICATE NUMBER:	570101428169	REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	wil are as requested
A		INSU	WOR	1000100195221	10/01/2022		EACH OCCURRENCE	\$3,000,000
	CLAIMS-MADE X OCCUR			SIR applies per policy ter	ms & condi	tions	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$3,000,000
							MED EXP (Any one person)	
1							PERSONAL & ADV INJURY	\$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:]			GENERAL AGGREGATE	\$6,000,000
	POLICY X PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$6,000,000
	OTHER:							
Α	AUTOMOBILE LIABILITY			1000692477221	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	SCHEDULED						BODILY INJURY (Per accident)	
	HIRFO AUTOS NON-OWNED						PROPERTY DAMAGE (Per accident)	
1	ONLY AUTOS ONLY							
Α	X UMBRELLA LIAB X OCCUR	-		1000589687221	10/01/2022	10/01/2023	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
	DED RETENTION	1						
Α	WORKERS COMPENSATION AND			1000005109	10/01/2022	10/01/2023	X PER STATUTE OTH-	
	EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER /	1		AOS	10 (01 (2022	10 (01 (3033	E.L. EACH ACCIDENT	\$1,000,000
Α	EXECUTIVE OFFICER/MEMBER (Mandatory in NH)	N/A		1000005110 NC, NJ, TX	10/01/2022	10/01/2023	E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			NC, NJ, 1A			E.L. DISEASE-POLICY LIMIT	\$1,000,000
С	E&O - Technology	 		016010061	10/01/2022	10/01/2023	Limit of Liab.	\$5,000,000
ľ	Lao (ce.mo.og)			SIR applies per policy ter			SIR/Deductible	Included

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

RE: Fiber build - Napoleon, OH.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
City of Napoleon 255 W. Riverview Ave. Napoleon OH 43545 USA	Alon Risk Services Northeast Inc.

AGENCY CUSTOMER ID:

570000090241

LOC #:



ADDITIONAL REMARKS SCHEDULE

Page _ of _

AGENCY		NAMED INSURED
Aon Risk Services Northeast, Inc.	Connect Holding II LLC	
POLICY NUMBER		
See Certificate Number: 570101428169		
CARRIER	NAIC CODE	
See Certificate Number: 570101428169		EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	FOLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
А		N/A		1000005111 FL	10/01/2022	10/01/2023		
А		N/A		1000005108 WI	10/01/2022	10/01/2023		
	OTHER							
D	E&O - Technology - Excess			652466726 \$5M xs \$5M SIR applies per policy te	10/01/2022 rms & condit		Limit	\$5,000,000
							SIR/Deductibl	Included
В	Contractors Pollution Liability			ICELLUW00136696 Env Contr Poll	10/01/2022	10/01/2023	Aggregate Limit	\$5,000,000
							Per Occurrend Limit	\$5,000,000
							SIR/Deductibl	\$50,000

