



Louisville Metro Public Works & Assets

Communications Franchise Application

Applicant Information

Applicant Name: Uniti National LLC
(Complete Legal Name as registered with the Kentucky Secretary of State)

Address: 2101 Riverfront Drive_ Suite A

City: Little Rock State: AR Zip Code: 72202

E-mail Address: David.Dwyer@uniti.com

Phone Number: 717-525-3224 Fax Number: None

Local Representative Information

Applicant Name: Jeremy Rexford

Address: 107 St. Francis Street_ Suite 1800

City: Mobile State: AL Zip Code: 36602

E-mail Address: jeremy.rexroad@uniti.com

Phone Number: _____ Fax Number: None

Emergency Contact Information: Uniti NOC # 877-652-2321

Certification

Applicant agrees to be bound by all provision of the Franchise and agrees to obtain all application permits and authorizations prior to constructing, installing or operating a System in the right-of-way.

Applicant hereby certifies that the information provided by the applicant is true and correct and that the person signing on behalf of the applicant is authorized to do so. Applicant further acknowledges and certifies that it shall be responsible to certify to Louisville Metro any material changes to the information provided in the completed application during the terms of any Franchise.

Complete Legal Name of Applicant: Justin Wade Moffitt representing Uniti National LLC

Signature: Justin Moffitt, PMP

Printed Name: Justin Moffitt

Title: Project Manager

Date: 02/25/2024

■ Uniti National LLC – Louisville Metro Description of Proposed System

○ General Description of Project

- Uniti National LLC or “Uniti” for the purposes of this description, proposes 5 small construction projects placing telecommunications facilities in 2 City Council Districts across Louisville Metro area. Two Projects will be built in District 6, while the other 3 projects will be in District 4. A list of the Projects is below.
 1. Broadway & Campbell Diversity Build (Sheets 1-4) ---DISTRICT 4---
 2. Flexential Diversity Build (Sheet 5) ---DISTRICT 6---
 3. Lumen South Build Entrance Build (Sheet 6) ---DISTRICT 6---
 4. Windstream By-Pass Build (Sheet 7) ---DISTRICT 4---
 5. Sprint By-Pass Build (Sheet 8) ---DISTRICT 4---
- A Preliminary copy of the plans set has been included in this description to support the narratives provided below.
- There is only 1 phase to the project which consists of all 5 builds. Once approved as a Franchisee Uniti will begin the process of permitting with public works and start construction as soon as possible after permits have been approved. It is anticipated that the underground construction will begin first.
- All aerial attachments and underground conduit system installations shall meet best practices in modern telecommunications construction standards published by but not limited to the following entities: FCC, NEC, NESC, etc.

○ Individual Project Descriptions

1. *Broadway & Campbell Diversity Build*

- The Broadway & Campbell Diversity Build is an all-aerial build consisting of attachments to existing LG&E Poles. The Build starts at the southwest corner of the intersection of E. Broadway and E. Shelby St where Uniti will splice into previously acquired leased fiber optic cable. From the splice point Uniti will overlash 1-144F cable to existing cable already attached to existing LG&E Poles for approximately 32 linear feet (LF). From there Uniti will place 1-144F Fiber optic cable and 6m strand on existing LG&E poles located on the west side of S. Shelby Street for approximately 459 LF. Uniti will also place approximately 140 LF of bare 6m strand as pole-to-pole overhead guys on S. Shelby Street. Uniti will also place 1 sidewalk guy & anchor to the west suspended from an existing LG&E Pole at the intersection of E. Gray St. and S. Shelby St. Fiber optic Cable and Strand will turn east down E. Gray St at the intersection and continue heading east. Fiber optic cable and strand will continue east on E. Gray St for approximately 589 LF to an existing LG&E pole. At that point the 1-144F Fiber optic cable and 6m strand will turn to the northwest where it will continue to the northwest approximately 244 LF crossing over the Chestnut St Connector and ending at a proposed existing splice point for previously leased fiber. Uniti proposes to place approximately 219 LF of 6m strand along E. Gray Street to the east of the intersection of S. Campbell St and E. Gray Street. At the end of the Overhead guys an anchor and guy will be placed suspended from the LG&E Pole and anchored in the grass. Uniti also proposes to place 126 LF of 6m strand attached to existing LG&E Poles along S. Campbell Street.

2. *Flexential Diversity*

- The Flexential Diversity Build is an all-aerial build consisting of attachments to existing LG&E Poles outside of the Flexential Data Center located at 752 Barrett Ave. The short build consists of placing 127 LF of 1-144F Fiber optic Cable and 6m strand along and crossing over Stonewall Alley. Uniti Also proposes to overlash 418 LF of 1-144F Fiber optic Cable to existing cable on LG&E poles along Barret Ave. Both aerial routes end with Aerial attachments to the Flexential Data Center Building.

3. *Lumen South Build Entrance Build*

- The Lumen South Build Entrance Build is a combination aerial and underground build. The route starts at an existing Fiber Optic Slack loop attached to existing LG&E poles located on the north side of Myrtle Street. From the existing slack loop Uniti will overlash 1-48F cable to existing cable attached to LG&E Poles for approximately 52 LF and then turning aerially to the south overlash for another 45 LF to an existing LGE Pole. Uniti then proposes to place 118 LF of new 1-48F fiber optic cable crossing over S. 9th St to an LG& E pole on the west side of S. 9th St. Uniti proposes to place an anchor and guy for guying purposes attached to poles on either side of the road crossing. Anchors will be placed in line with existing anchors. Uniti then proposes to place a riser on the pole on the west side of S. 9th Street and pull cable to the ground where it will enter the proposed conduit. Uniti proposes to place 2-1.25" HDPE conduits from the existing LG&E Pole to the existing Lumen vault located in what appears to be railroad right of way. Underground conduit will be placed via the underground trench method using mini excavators. Conduit will be placed a minimum of 36" below grade. All surfaces will be restored and returned to as good or better condition according to all local, state, and federal standards.

4. *Windstream By-Pass Build*

- The Windstream By-Pass Build is a short underground only build that consist of placing 43 LF of 2-1.25" HDPE conduits equipped with 1-48F fiber optic cable between 2 existing manholes on Mason Ave. Underground conduit will be placed via the underground trench method using mini excavators. Conduit will be placed a minimum of 36" below grade. All surfaces will be restored and returned to as good or better condition according to all local, state, and federal standards.

5. *Sprint By-Pass Build*

- The Sprint By-Pass Build is a short underground only build that consist of placing 196 LF of 2-1.25" HDPE conduits equipped with 1-48F fiber optic cable between 2 existing communications vaults at the intersection of E Liberty St and Baxter Ave. Underground conduit will be placed via the underground trench method using mini excavators and hand digging. Conduit will be placed a minimum of 36" below grade. All surfaces will be restored and returned to as good or better condition according to all local, state, and federal standards.



LOUISVILLE, KY 40204

DATE: 02/22/2024

**8501 S 6th ST
Broken Arrow, OK 74011
918.633.2198
www.stalcupassociates.com**

OSP CONST. MANAGER:
BILL FIALA 330.416.9749
- bill.fiala@uniti.com

SHEET	DESCRIPTION
C6	CONSTRUCTION PLAN SHEETS
06	WINDSTREAM BY-PASS UNITS & MAP
C7	CONSTRUCTION PLAN SHEETS
07	SPRINT BY-PASS UNITS & MAP
08	CONSTRUCTION PLAN SHEETS
09-10	GENERAL CONSTRUCTION DETAILS

[illegible]

RIGHT OF WAY LINES WERE ESTABLISHED BY RESEARCH OF PUBLIC INFORMATION.
NO BOUNDARY SURVEY OR PROPERTY LINE SURVEY WAS ESTABLISHED BY
STALCUP & ASSOCIATES LLC. RIGHT OF WAY BOUNDARY MUST BE FIELD VERIFIED
BY A REGISTERED PROFESSIONAL LAND SURVEYOR TO ACCURATELY VERIFY
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FILE:

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PROJECT MAP & CONSTRUCTION
UNITS SUMMARY

KENTUCKY ONE CALL SYSTEM
DIAL 811 OR 800-362-2764

RIGHT-OF-WAY TO BE VERIFIED IN
FIELD BY CONTRACTOR PRIOR TO
CONSTRUCTION



PROJECT: OPP-254344
LOUISVILLE, KY
JEFFERSON COUNTY

LABOR PERFORMED	QUANTITY	UNIT
PLACE 1-144F AERIAL CABLE (SLACK LOOPS NOT INCLUDED)	535	LF
OVERLASH 1-144F AERIAL CABLE (SLACK LOOPS NOT INCLUDED)	409	LF
LASH EXISTING ADSS FIBER OPTIC CABLE W/ NEW 144F	126	LF
6.6M STRAND	126	LF
FASTEN ISP CABLE ALONG EXISTING ROUTE (INCLUDES RISER)	262	LF
144F SLACK LOOPS	600	LF
SPLICING	2	EA
PLACE (ISP) RISER	1	EA

BILL OF MATERIALS	QUANTITY	UNIT
144F FIBER OPTIC CABLE	1,417	LF
3" PVC (ISP) RISER (10')	1	EA
1/4" EHS 6.6M GALVANIZED STRAND (DOWN GUY WIRE NOT INCLUDED)	126	LF



PROJECT MAP

LEGEND	
AERIAL	
ISP CABLE PLACEMENT	
EXIST. UNITI NETWORK	
PULL-THRU EXIST.	
TO BE PLACED BY OTHERS	

UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE RECORDS AND FIELD OBSERVATIONS BUT ARE NOT NECESSARILY EXACT. IT IS THE CONTRACTORS RESPONSIBILITY TO FIELD LOCATE ALL UNDERGROUND OBSTRUCTIONS AND UTILITIES PRIOR TO CONSTRUCTION. COMPLETE REPAIR OF ANY AND ALL DAMAGES INCURRED SHALL BE AT THE EXPENSE OF THE CONTRACTOR

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AERLION WINDSTREAM
OPP-254344 - FLEXENTIAL DIVERSE ENTRIES
LOUISVILLE, KY

DATE: 01/22/24
ENGINEER: RANDY FANCHER
DRAWN BY: S&A TJS

EXCEPT AS MAY BE OTHERWISE PROVIDED BY CONTRACT, THESE DRAWINGS AND SPECIFICATIONS SHALL REMAIN THE PROPERTY OF UNITI FIBER. BOTH BEING ISSUED IN STRICT CONFIDENCE AND SHALL NOT BE REPRODUCED, COPIED, OR USED FOR ANY PURPOSE WITHOUT SPECIFIC WRITTEN PERMISSION.

SCALE
HORIZONTAL: 1" = 100'
VERTICAL: 1" = N/A
MP _____ TO MP _____
SHEET C04 OF C07
FILE:

LOUISVILLE, KY
JEFFERSON COUNTY

KENTUCKY ONE CALL SYSTEM
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PROJECT: OPP-254344
LOUISVILLE, KY
JEFFERSON COUNTY

UNITS	QUANTITY
PLACE 1-144F AERIAL	535'
OVERLASH 144F CABLE	409'
LASH EXIST. ADSS W/ NEW 144F	126'
PLACE 6.6M STRAND	126'
FASTEN (ISP) 144F CABLE	262'
144F SLACK COILS	600'
SPLICE IN EXISTING	2
PLACE (ISP) RISER (10')	1



AERLION WINDSTREAM
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LOUISVILLE, KY

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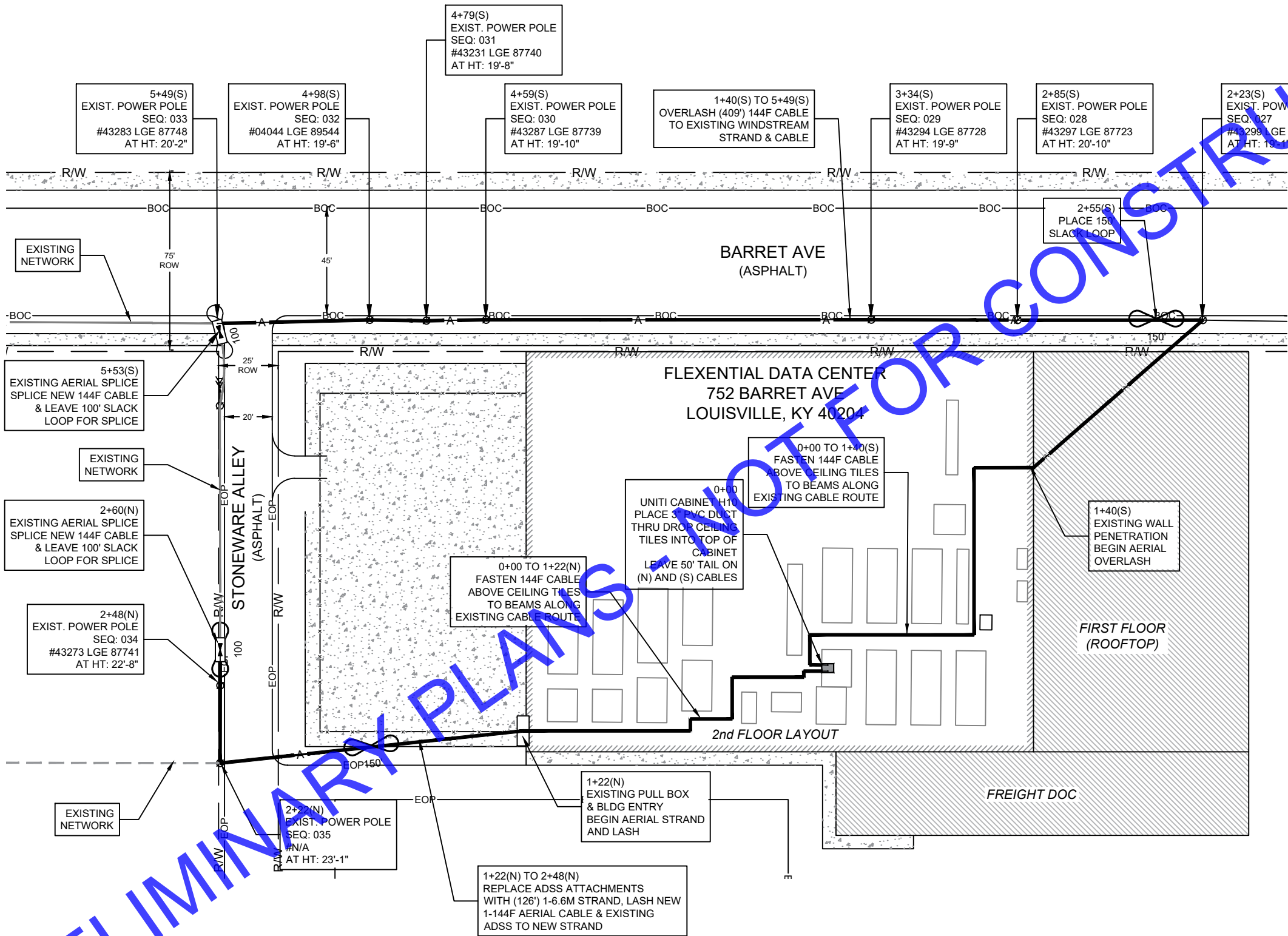
HORIZONTAL: 1" = 40'

VERTICAL: 1" = N/A

MP _____ TO MP _____

SHEET 05 OF 10

FILE:



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PROJECT: OPP-254344
LOUISVILLE, KY
JEFFERSON COUNTY

UNITS	QUANTITY
PLACE 2-1.25" HDPE	52'
PULL 1-48F CABLE	77'
PLACE 1-48F AERIAL	118'
OVERLASH 1-48F CABLE	94'
PLACE 6M STRAND	118'
ATTACH 3" U-GUARD RISER	1
48F SLACK COILS	200'
SPLICE IN EXISTING	2
DOWN GUY & ANCHOR	2
REPOSITION ACTIVE CABLE SLACK	174'



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MP _____ TO MP _____

SHEET 06 OF 10

FILE:

PRELIMINARY PLANS - NOT FOR CONSTRUCTION

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PROJECT: OPP-254344
LOUISVILLE, KY
JEFFERSON COUNTY

UNITS	QUANTITY
PULL 1-48F BURIED	43'
TRENCH 2-1.25" HDPE	43'
OPEN-CUT ASPHALT	43'
TRACER WIRE	43'
CORE BORE MH	2
R&R ASPHALT	86 SQ FT
SPLICE IN EXISTING	2



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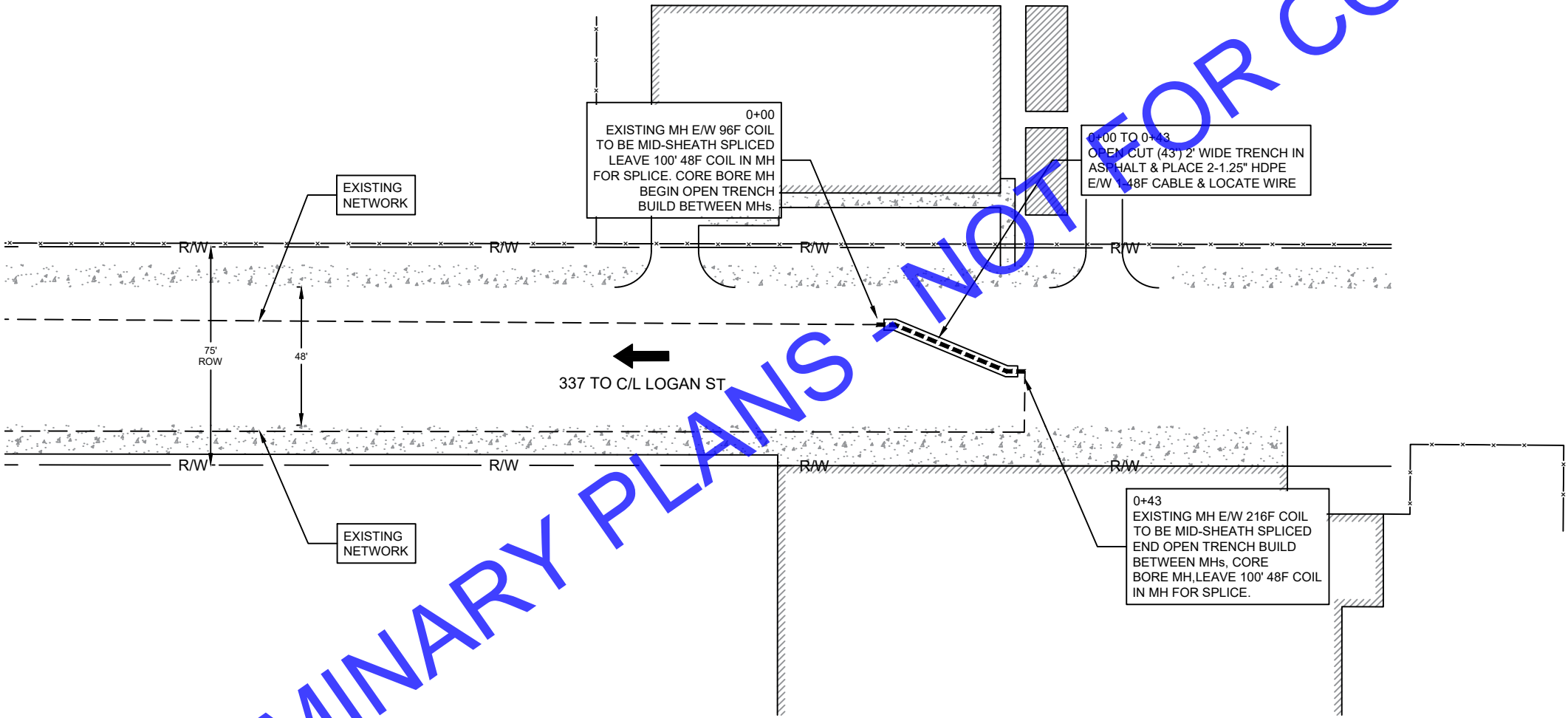
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MP _____ TO MP _____

SHEET 07 OF 10

FILE:



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LOUISVILLE, KY
JEFFERSON COUNTY

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DIAL 811 OR 800-362-2764

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PROJECT: OPP-254344
LOUISVILLE, KY
JEFFERSON COUNTY

UNITS	QUANTITY
BORE 2-1.25" HDPE	196'
PULL 1-48F BURIED	396'
TRACER WIRE	196'
SPLICE IN EXISTING	2
PLACE LOCATE MKR	2



AERLION WINDSTREAM
OPP-254344 - FLEXENTIAL DIVERSE ENTRIES
LOUISVILLE, KY

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DRAWN BY: S&A MNM

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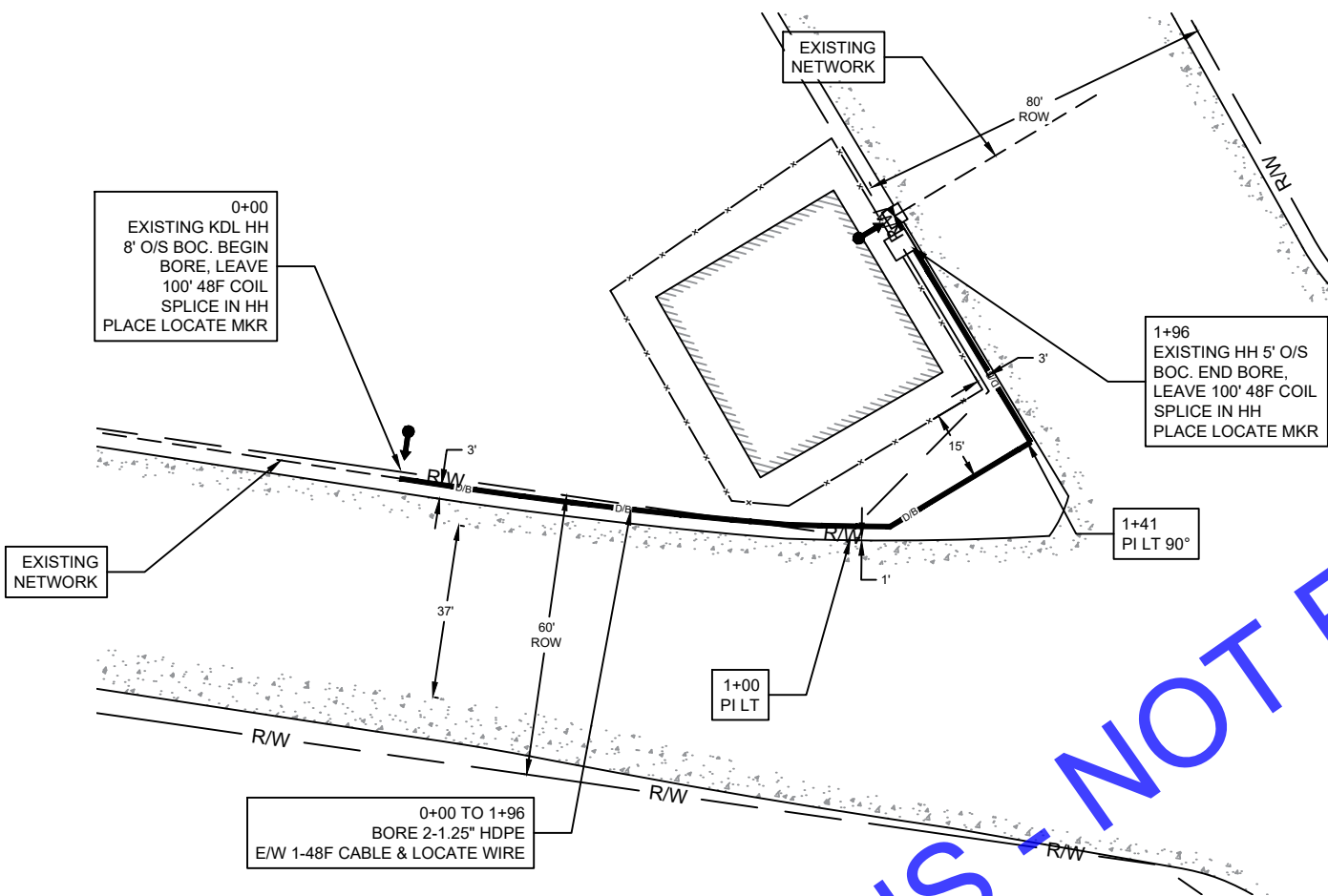
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SHEET 08 OF 10

FILE:



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GENERAL CONSTRUCTION
DETAILS

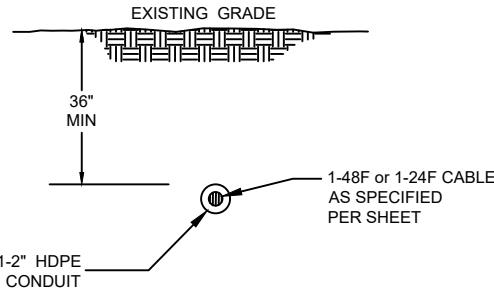
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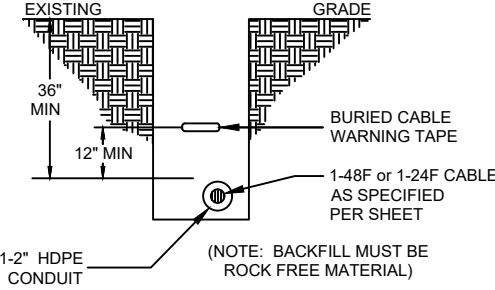


PROJECT: OPP-254344
LOUISVILLE, KY
JEFFERSON COUNTY

TYPICAL DETAIL
DIRECTIONAL BORE

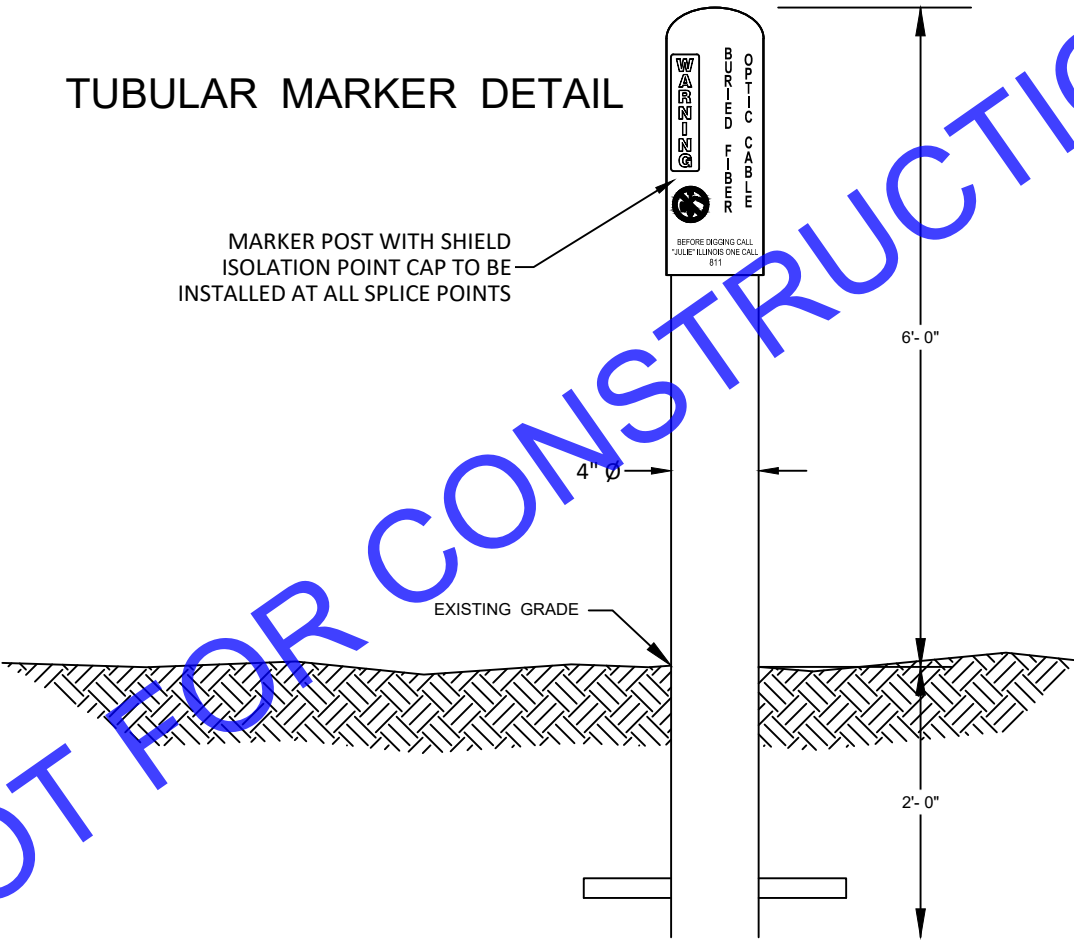


TYPICAL DETAIL
TRENCH DESIGN

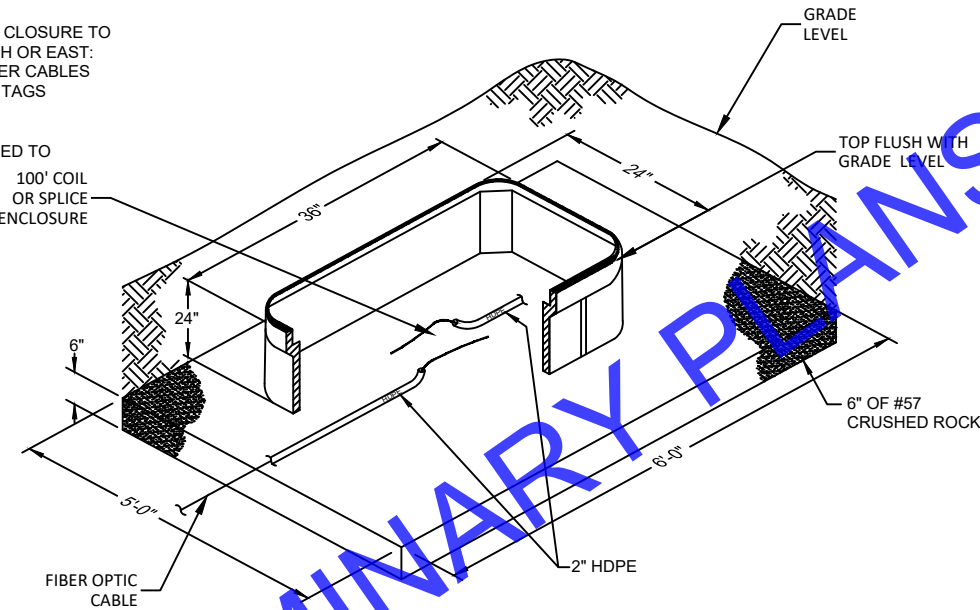


TUBULAR MARKER DETAIL

MARKER POST WITH SHIELD
ISOLATION POINT CAP TO BE
INSTALLED AT ALL SPLICE POINTS



TYPICAL HANDHOLE
EXCAVATION PIT DETAIL



NOTES:
① ALL HANDHOLES TO BE FLUSH WITH GRADE.

② AT SPLICE HANDHOLES:
INSTALL 5/8" DIA x 8' LONG
GROUND RODS.

INSTALL 12 GAUGE WIRE FROM CLOSURE TO
FINK MARKER: BLUE FOR NORTH OR EAST:
RED FOR SOUTH OR WEST. FIBER CABLES
TO BE MARKED WITH CABLE ID TAGS
SPECIFYING DIRECTION.

#6 GROUNDWIRE TO BE CLAMPED TO
GROUND ROD.

③ CONTRACTOR TO FURNISH EVERSTREAM
WITH ASBUILT REDLINES AND OTDR TRACES
UPON COMPLETION OF PROJECT

LEGEND

PROPOSED FINK MARKER	MKR. #
PROPOSED TUBULAR MARKER	MKR. #
PROPOSED HANDHOLE (W/ SPLICE)	
PROPOSED POLE	
EXISTING POLE	
PROPOSED AERIAL CABLE	
PROPOSED BURIED CONDUIT W/ CABLE	
PROPOSED CABLE IN EXISTING CONDUIT	
RAILROAD TRACKS	
CENTERLINE OF ROAD	
RIGHT-OF-WAY	
CENTERLINE OF STREAM	
GUARDRAIL	
EDGE OF PAVEMENT	
EDGE OF GRAVEL	

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SCALE

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VERTICAL: 1" = N/A

MP _____ TO MP _____

SHEET 10 OF 10

FILE:

KY Public Service Commission

General

Address

5058070
Uniti National LLC

Utility Type

505	Competitive Local Exchange
-----	----------------------------

Utility Status

A	Utility Made Active Date 6/11/2020
---	---------------------------------------

Class

C	Report Required N
---	----------------------

Mult Service

X	Mult Service Type 9500 Telephone Utilities
---	---

Web Address

Comments

Established per 6/11/2020 notice to operate as a CLEC and Interexchange Carrier.

Counties Served

Utility Groups

Utility ID	Utility Ty
5058070	505
5180020	510

	Cases	
--	-------	--

nge Carrier

e	Utility Inactive Date
	Total Customers
	Default Address
- LEC or CLEC/ Long Distance	Manager

pe		Company	Class
	Competitive Local Exchange Carrier	Uniti National LLC	C
	Long Distance Carriers	Uniti National LLC	C

[illegible]



Uniti Group Corporate Headquarters
2101 Riverfront Drive
Suite A
Little Rock, AR 72202
[501.850.0820](tel:501.850.0820) | uniti.com

January 29, 2024

Louisville Metro Public Works
444 S. 5th Street
4th Floor
Louisville, Kentucky 40202

RE: *FCC Authority*

To Whom It May Concern,

Please be advised that Uniti National LLC holds Section 214 Domestic Interstate Authority pursuant to Section 47 CFR 63.01 ("Establishment of Lines").

Yours Very Truly,

Uniti National LLC

A handwritten signature in blue ink, appearing to read "Kelly A. McGriff", is written over a horizontal line.

Kelly A. McGriff
Vice President and Deputy General Counsel



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/30/2024

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. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: Cheri Johnson PHONE (A/C, No, Ext): (501)377-6319 E-MAIL ADDRESS: cheri.johnson@stephens.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: National Fire Insurance Of Hartford INSURER B: Continental Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 20478 35289
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COVERAGES

CERTIFICATE NUMBER: 78440343

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			7012347039	3/1/2023	3/1/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$15000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7012165356	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			7012165387	3/1/2023	3/1/2024	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	7012165373	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Certificate holder, along with its elected and appointed officials, employees, agents, successors, agencies, departments, affiliates, and assigns are named as additional insured when required by written contract with the Named Insured executed prior to a loss where allowed by law.

See Attached Addendum for Additional Coverage Details

CERTIFICATE HOLDER**CANCELLATION**

Louisville/Jefferson County Metro Government
611 West Jefferson Street
Louisville KY 40202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stan Payne

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ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Louisville/Jefferson County Metro Government

ADDRESS: 611 West Jefferson Street Louisville KY 40202

NAMED INSURED SCHEDULE:

FIRST NAMED INSURED: UNITI GROUP INC

Uniti Group LP LLC

Uniti Group LP

Uniti Group Finance Inc

CSL Capital, LLC

Talk America Services, LLC

CSL National GP, LLC

CSL National, LP - Below Entities are Holding Companies for REIT Assets

CSL Alabama System, LLC

CSL Arkansas System, LLC

CSL Florida System, LLC

CSL Georgia System, LLC

CSL Iowa System, LLC

CSL Kentucky System, LLC

CSL Mississippi System, LLC

CSL Missouri System, LLC

CSL New Mexico, LLC

CSL North Carolina Realty GP, LLC

CSL North Carolina System, LP

CSL North Carolina Realty, LP

CSL Tennessee Realty Partner, LLC

CSL Tennessee Realty, LLC

CSL Ohio System, LLC

CSL Oklahoma System, LLC

CSL Texas System, LLC

CSL Realty, LLC

CSL Georgia Realty, LLC

Uniti Holdings GP, LLC

Uniti Holdings LP

Uniti Fiber Holdings, Inc.

Uniti Fiber LLC

Uniti QRS Holdings GP LLC

Uniti LATAM GP LLC

Uniti QRS Holdings LP

Uniti Leasing LLC

Uniti Dark Fiber LLC

Uniti Towers LLC

PEG Bandwidth Services, LLC

Contact Network, LLC

PEG Bandwidth DC, LLC

PEG Bandwidth DE, LLC

Inline Services, LLC

PEG Bandwidth LA, LLC

PEG Bandwidth MA, LLC

PEG Bandwidth MD, LLC

PEG Bandwidth MS, LLC

PEG Bandwidth NJ, LLC

PEG Bandwidth PA, LLC

PEG Bandwidth TX, LLC

PEG Bandwidth VA, LLC

PEG Bandwidth NY Telephone Corp



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY Stephens Insurance, LLC		NAMED INSURED Uniti Group Inc. (See Complete Named Insured Addendum) 2101 Riverfront Drive, Suite A Little Rock AR 72201	
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ADDRESS: 611 West Jefferson Street Louisville KY 40202

Hunt Telecommunications, LLC
 Hunt Brothers of LA, LLC
 Integrated Data Systems, LLC
 Nexus Systems, Inc.
 Nexus Wireless, LLC
 Southern Light, LLC
 Uniti Wireless Holdings LLC
 Uniti LATAM LP
 Uniti Leasing X LLC
 Uniti Leasing XI LLC
 Uniti Leasing XII LLC
 Information Transport Solutions, Inc.
 Uniti Group Holdco Inc
 ANS Connect, LLC
 Uniti National, LLC
 Uniti Towers NMS, LLC
 BB Fiber Holdings, LLC
 Uniti Group Finance 2019 Inc.
 Uniti Fiber 2020, LLC



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

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POLICY NUMBER			
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ADDITIONAL REMARKS

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FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability (03/16)

HOLDER: Louisville/Jefferson County Metro Government

ADDRESS: 611 West Jefferson Street Louisville KY 40202

NOTE - COPIES OF THE FORMS REFERENCED BELOW ARE AVAILABLE UPON REQUEST:

The General Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage per form

CNA75079XX (10-16)

The "Other Insurance - Primary/Excess provision" with respect to additional insured's per form CNA74705XX(1-15)

The General Liability policy includes blanket automatic waiver of subrogation provision where required by written agreement per form CNA74705XX(1-15)

The General Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if required by contract per form CNA74702XX (1-15)

The Auto Liability Policy includes a blanket automatic additional insured endorsement that provides additional insured status to any persons or organizations to which you are obligated by a written agreement to procure additional insured coverage per form SCA 23 500 D (10-11)

The "Other Insurance - Primary/Excess provision" with respect to additional insured's per form CNA74705XX (1-15)

The Auto Liability includes a blanket automatic waiver of subrogation provision where required by written agreement per form CA 04 44 (10-13)

The Auto Liability policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract per form CNA72315XX (04-19)

The Workers Compensation includes a blanket automatic waiver of subrogation provision where required by written agreement per forms WC 00 03 13 (04-84) or Texas WC 42 03 04B (06-14)

The Work Comp policy includes thirty (30) day notice of cancellation endorsement, for reasons other than non-payment of premium, to persons or organizations on file with agent or broker at the time of cancellation if require by contract per form CC68021A (02-13)

Longshore and Harbor Workers' Compensation Act endorsement (WC 00 01 06 A) is attached to the policy This endorsement amends the basic policy definition of workers compensation law to include the LHWCA

The Umbrella Liability follows over underlying General Liability, Auto Liability and Work Comp policies. The Umbrella policy includes additional insured as in underlying per form C CNA75504XX (03-15). The Umbrella policy includes blanket waiver of subrogation per form CNA75504XX (03-15)

General Liability & Umbrella Liability policies both include separation of insured provisions that are automatically built into coverage forms CG0001 (04-113) and CNA75504XX (03-15). The General Liability & Excess policies "do not" include cross suits exclusion endorsements.

Contractors' GL Extension Endorsement per form CNA7470XX(1-15) includes Contractual Liability Railroad (#7)

Franchise/Performance Bond
(Cable)

Bond No. 7901021860

KNOW ALL MEN BY THESE PRESENTS, that we, Uniti National, LLC,
as Principal, hereinafter called Principal, and Nationwide Mutual Insurance Company,
a OH corporation, as Surety, hereinafter called Surety, are held and firmly bound unto, Louisville/
Jefferson County Metro Government, as Oblige, hereinafter called the Oblige, in the
sum of One Million Dollars and 00/100
Dollars, (\$ 1,000,000.00), lawful money of the United States of America, to be paid unto said
Obligees, their, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered a written agreement with the Oblige dated _____
for Franchise Agreement

_____ which agreement is hereby referred to and made a part of hereof as fully and to the same extent as if copied at length
herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall fully indemnify and
reimburse the Obligees for any loss that may suffer through the failure of the Principal to faithfully observe and perform
all obligations and duties imposed upon the Principal by said agreement, for which a bond must be posted, then this
obligations to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, it shall be a condition precedent to any right of recovery hereunder, that in the event of any
default on the part of the Principal, a written statement of the particular facts of such default shall be, within thirty (30)
days, delivered to Surety as its Home Office in Hartford, Connecticut by registered mail.

PROVIDED, HOWEVER, that no action, suit or proceeding shall be had or maintained against the Surety on this
instrument unless the same be brought or instituted and process served upon the surety within one year after
completion of the work mentioned in said agreement, whether such work be completed by the Principal, Surety, or
Obligees; but if there is any maintenance period provided in the agreement for which said Surety is liable, an action for
maintenance may be brought within three months from the expiration of the maintenance period, but not afterwards.

PROVIDED HOWEVER, that no right of action shall accrue under this bond to or for the use of any person other than
the Obligees, and its successors and assigns.

PROVIDED HOWEVER, that this bond may be terminated or canceled by Surety by thirty (30) days prior notice in
writing from Surety to Principal and to the Oblige, such notice to be given by certified mail. Such termination or
cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such
termination or cancellation. The liability of the Surety shall be limited to the amount set forth above and is not
cumulative.

IN WITNESS WHEREOF, the Principal and Surety have signed sealed this instrument this 31st day of
January, 2024.



Uniti National, LLC

By: _____

KELLY D. MCGRIFF
V.P. & DEPUTY GEN COUNSEL Principal
Nationwide Mutual Insurance Company

By: _____

Daniel P. Dunigan, Attorney-in-Fact

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

Daniel P. Dunigan

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of: **Unlimited**

Surety Bond Number: 7901021860
Principal: Uniti National, LLC
Obligee : Louisville/Jefferson County Metro Government

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6270117
Qualified in New York County
Commission Expires October 19, 2024

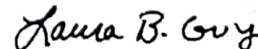


Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 31st day of January, 2024.



Assistant Secretary

Statement of Uniti National LLC

The buildout described in this Application will expand the Louisville telecommunications backbone of Uniti National LLC (“Uniti”) and its opportunity for direct end user connections, creating a more robust and diverse network that is for public and not for private exclusive use. The expansion will serve the public, both by serving: 1) Uniti’s own retail customers; and 2) Uniti’s wholesale customers, including Windstream and several other telecommunications carriers that in turn provide extensive services to the Louisville public over Uniti’s network.

The buildout is a combination of aerial and underground network that will substantially expand the capacity of Uniti’s network to provide more capacity and throughput for these retail and wholesale telecommunications services. The expansions will also create increased route diversity and efficiency that will improve the quality of these services offered to the public, again both through wholesale services provided to other carriers and Uniti’s services directly to its own end users.