

Miami Valley Lighting (“MVLT”) Seasonal Attachment Specifications For Governmental Entities

These Seasonal Attachment Specifications apply only with respect to Governmental Entities and temporary seasonal attachments within the meaning of Ohio Administrative Code section 4901:1-3-01 (A).

“Seasonal Attachments” as used herein means flags or banners or similar temporary attachments that are unpowered and are not telecommunications equipment.

1. 60 days prior to making Seasonal Attachments to MVLT poles, a government entity must complete and execute the MVLT Seasonal Attachments Agreement and receive authorization from MVLT.
2. Seasonal Attachments will only be allowed on poles that are truck accessible from a road, alley or parking lot.
3. Only one Seasonal Attachment can be installed on each pole.
4. It is preferred that the Seasonal Attachment is on the road side of the pole.
5. Seasonal Attachments can only be attached to poles with bracket banding. Absolutely no holes can be made in the pole.
6. Maximum width of a Seasonal Attachment is 3’ and maximum length is 5’.
7. Banners must be a minimum of 15.5’ above the road and 11’ above the sidewalk. Banners must also be at least 12” below the lowest communication attachment or 40” from any power cable. This will meet the current National Electric Safety Code clearance requirement.
8. For safety reasons, Seasonal Attachments are not permitted on riser poles.
9. Seasonal Attachments that require electrical service are not permitted. Seasonal Attachments cannot exceed 180 days in a calendar year. Banners can be replaced with different banners as desired but the combined time for the banners will not exceed 180 days in a calendar year. If the combined time for Seasonal Attachments exceeds 180 days in a calendar year, Governmental Attacher will be deemed to have breached this Agreement and shall be subject to a charge of \$10 per day per Seasonal Attachment until removed.

10. Please submit all questions tomvltsales@aes.com

GOVERNMENTAL ENTITIES
SEASONAL ATTACHMENTS FOR BANNERS, FLAGS AND SIMILAR
TEMPORARY ATTACHMENTS NOT TO EXCEED ONE SEASON (< 180 DAYS)

Agreement made this _____ day of _____, 20__, between Miami Valley Lighting, LLC (hereinafter “MVLT”) and _____ (hereinafter “Government Entity”).

Whereas, the Government Entity desires to place flags or banners or similar temporary attachments that are unpowered and are not telecommunications equipment (hereinafter referred to as “Banner Attachments”) upon the poles belonging to MVLT, and

Whereas, after the installation of said Banner Attachments, the same will be under the exclusive authorization, control and maintenance of the Government Entity and/or its agents: and

Whereas, MVLT is willing to allow, to the extent of its authority to do so, the placing of said Banner Attachment upon MVLT’s poles on a seasonal basis which is herein defined as a period or periods that, cumulatively, are no longer than 180 days in any calendar year.

THEREFORE, in consideration of the permission granted by MVLT to the Government Entity, the Government Entity agrees to:

1. a. Initial Submission. Submit its request to attach by executing this Agreement and including the information identified below. Governmental Entity shall not make any such attachment until it is notified by MVLT that it is authorized to do so. Government Entity shall request to make Banner Attachments 60 or more days prior to the time of a Banner Attachment, identifying each pole on which a Banner Attachment is to be made. MVLT will make all reasonable efforts to approve such attachments within 60 days of receiving the request, but if there are more than 100 poles involved in any given request or if there are a substantial number of other entities requesting attachments to poles within MVLT’s system are pending, the approval process may take longer.

b. Subsequent Banner Attachments in Same Calendar Year. Once a Banner Attachment is approved by MVLT for a particular pole, such approval shall be ongoing for any future Banner Attachment within the calendar year so long as each such Banner Attachment also complies with the requirements and limitations herein, including MVLT’s Seasonal Attachment Specifications For Governmental Entities, attached hereto.

c. Annual Filing Requirement. The approval granted under 1.a. for a Banner Attachment shall be valid only for the calendar year in which it is granted. If Governmental Entity seeks to have a Banner Attachment for a subsequent calendar year, including but not limited to a Banner Attachment that will be in place as of the end of one calendar year and the beginning of the next, Governmental Entity must submit a new Initial Submission to attach

pursuant to section 1.a. above.

2. Install no more than one Banner Attachment per pole at any given time. A Banner Attachment can be replaced with a different Banner Attachment as desired but the combined time for the Banner Attachments will not exceed 180 days in a calendar year.

3. Install no Banner Attachment that exceeds either dimension of 3 feet by 5 feet.

4. Secure any additional permits grants or authority which may be necessary to allow the placing of the aforesaid Banner Attachment.

5. Indemnify, defend and hold harmless MVLT from any loss, cost, damage of expense, including attorney fees occasioned by any claim, lawsuit or cause of action arising out of, in any way, the placing of the aforesaid Banner Attachment. If the Governmental Entity is precluded by law from indemnifying MVLT, then Governmental Entity certifies that it carries public liability and property damage insurance in an amount of at least \$250,000 and has coverage sufficient to compensate MVLT from any loss, cost, damage of expense, including attorney fees occasioned by any claim, lawsuit or cause of action arising out of, in any way, the placing of the aforesaid Banner Attachment. Upon request, the Governmental Entity will provide proof of insurance.

6. Repair, replace or otherwise make whole, MVLT for damage to any of MVLT's facilities arising from the aforesaid placement of Banner Attachments.

7. Promptly remove any such Banner Attachments when and if the cumulative time of attachment for all such Banner Attachments on a given pole is 180 days in any calendar year; or if directed by MVLT to do so in MVLT's sole discretion. MVLT may also, in its sole discretion, require the Governmental Entity to move its Banner Attachment to another pole. As an example and not a limitation, MVLT may exercise that right if a telecommunications entity seeks to attach to the same pole and is unable to do so without incurring make-ready charges as the result of the installed Banner Attachment. In the event such Banner Attachments are not so removed either at the end of a cumulative 180 days of attachment or when directed by MVLT, MVLT may remove them without liability to anyone for damage to such Banner Attachments or for any other damages related to such removal.

8. Government Entity's authorization to place Banner Attachments described above may be revoked by MVLT at any time upon 15 days' prior notice.

9. Banner attachments must comply with MVLT's Seasonal Attachment Specifications For Governmental Entities attached hereto and made a part hereof this Agreement.

Locations of MVLT pole(s): _____

[Separate Pages may be attached to include all Locations]

Number of MVLT poles involved: _____

Date attachments to be installed: _____

Date attachments to be removed: _____

Banner Attachment Description and Size: _____

(Additional information which will also be required, if any, will be specified by your MVL
contact person)

[GOVERNMENTAL ENTITY]

MIAMI VALLEY LIGHTING, LLC

By: _____
Title: _____
Phone: _____

By: _____
Title: _____
Phone: _____

Please send agreement to mvltsales@aes.com