

P.U.C.O. No. 2

POLES, DUCTS, AND CONDUITS ATTACHMENT TARIFF

EXHIBIT A

POLES, DUCTS AND CONDUITS ATTACHMENT AGREEMENT

**THIS AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_\_\_ 20\_\_\_ by and between \_\_\_\_\_ together with its affiliates and subsidiaries,

(Hereinafter referred to as "ATTACHOR") and **THE DAYTON POWER AND LIGHT COMPANY**, an Ohio Corporation, 1065 Woodman Drive, Dayton, Ohio 45432, (hereinafter referred to as "OWNER"); and,

WHEREAS Attachor desires to make attachments on or in Owner's poles, ducts and conduits; and

WHEREAS, Owner is willing to permit, to the extent it may lawfully do so, the use of its poles, ducts and conduits by Attachor, where, in Owner's judgment, such use will not interfere with its own service requirements, including considerations of economy and safety;

NOW THEREFORE, in consideration of the mutual covenants, terms and conditions herein, the parties hereto agree as follows:

1. **OWNER'S POLE ATTACHMENT TARIFF:** The parties agree to comply with the terms and conditions in the Owner's Pole Attachment Tariff, PUCO No. 2 (hereinafter referred to as "Owner's Tariff") on file with the Public Utilities Commission of Ohio (hereinafter referred to as "Commission"), which is hereby incorporated by reference and made a part hereto.

2. **APPLICATION PROCESS AND NOTICES:** Owner currently uses a web-based electronic notice and application process known as Spacially-enabled Permitting and Notification System "SPANS". Attachor agrees to utilize SPANS to support and manage all collaborative communication associated with joint use and attachment activity on Owner's poles. Owner reserves the right to replace or modify the SPANS system at any time in which case, Attachor's obligations hereunder shall be with respect to the modified or replacement system.

3. **PERMIT FROM OWNER:** Before making any attachment to any of Owner's poles or making use of any duct or conduit used by Owner, or making modifications or additions to an existing attachment or use, Attachor shall make written application for permission to install attachments on any pole of Owner or make use of any duct or conduit of Owner, subject to the terms and conditions of the Owner's Pole Attachment Tariff, General Terms and Conditions, PUCO No. 2, Original Sheet No. 3. 15 days' notice must be given to the Owner prior to the planned overlash of any equipment or facility. Overlash of any equipment or facility other than fiber optic or coaxial cable must be specifically approved prior to commencing any construction activities.

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Filed pursuant to the Finding and Order in Case No. 22-0080-EL-ATA dated September 21, 2022 of the Public Utilities Commission of Ohio.

Issued December 8, 2022

Effective December 8, 2022

Issued by  
KRISTINA LUND, President and Chief Executive Officer

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4. **FEE and CHARGES:** Attachor shall pay all fees, rental charges, or other amounts for which payments are required as set forth in Owner's Tariff.

5. **DUCTS and CONDUIT CHARGES:** Prior to any use of Owner's ducts or conduits, the parties hereto shall execute Attachment 1, which shall specify rates, terms and Conditions, including any Special Conditions for such use on a project by project basis

6. **TERM:** This Agreement shall continue in effect from the date this Agreement is executed until terminated by either party upon written notice to the other party at least ninety (90) days in advance of the desired termination date. Upon receipt of such notice from Owner, or upon the giving of such notice, Attachor shall proceed to cause its attachments to be removed from Owner's poles without undue delay and shall complete such removal prior to the specified termination date.

7. **SEVERABILITY:** If any provision of this Agreement or of Owner's Tariff incorporated by reference and made a part hereof, is held to be unenforceable or invalid, the remainder of the Agreement shall not be affected thereby.

8. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and/or assigns, but Attachor shall not transfer or assign any of the rights hereby granted without written consent of Owner. Notwithstanding the foregoing, consent shall not be required for (a) an assignment by either Party to a successor in interest resulting from an organizational restructuring, corporate conversion, consolidation, merger or other change of control of the assigning Party; or (b) an assignment by either Party to a person, corporation or other entity acquiring all or substantially all of the assets of such Party; or (c) an assignment by either Party to an entity directly or indirectly owning or controlling, owned or controlled by, or under common ownership or control with such Party (an "Affiliate"), in each case under (a), (b), and (c), however, notice shall be given of such assignment within thirty (30) days after the effective date of such assignment.

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THE DAYTON POWER AND LIGHT COMPANY  
MacGregor Park 1065  
Woodman Drive  
Dayton, Ohio 45432

First Revised Sheet No. 4  
Cancels  
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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

**OWNER:**

**THE DAYTON POWER AND LIGHT COMPANY**

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**ATTACHOR:**

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ATTACHMENT 1

RATES, TERMS and SPECIAL CONDITIONS  
WITH RESPECT TO  
USE OF DUCTS AND CONDUITS

[To be separately executed project-by-project]

**OWNER:**

**THE DAYTON POWER AND LIGHT COMPANY**

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**ATTACHOR:**

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