



LINE EXTENSION AGREEMENT
(For the Construction of Electric Distribution Facilities)

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS," and CITY OF YUMA

hereinafter called "Applicant." In consideration of the promises and provisions set forth below, the parties to this Agreement agree as follows:

1 CONSTRUCTION

- 1.1** APS shall construct electric distribution facilities as an extension of its present facilities in order to serve 265 W. 13th Street, Arizona, in accordance with the attachments set forth in Section 5 to this Agreement and APS's line extension service, "Schedule 3, Revision No. 12: Conditions Governing Extensions of Electric Distribution Lines and Services," hereinafter called "Extension Policy." The terms and conditions of APS's Extension Policy and the attachments described in Section 6 are hereby incorporated in full into this Agreement.
- 1.2** The earthwork, conduits and materials necessary for construction shall be provided by the parties as follows:
Applicant shall provide distribution line and service line earthwork; APS shall provide and Applicant shall install equipment pads, manholes, pull boxes, junction boxes, and associated appurtenances (unless otherwise noted on the sketch); Applicant shall provide and install all conduit(s) (unless otherwise noted on the sketch). Applicant-provided earthwork, conduits, materials, and installation(s) shall be provided in accordance with the attached sketch(es), specifications, and Trenching Agreement - Requirements, and shall be approved by an authorized representative of APS prior to APS commencing the installation of lines and equipment.
- 1.3** Distribution facilities shall be installed by APS in the location indicated on the attached sketch(es). All suitable easements or rights-of-way required by APS for any portion of the extension which is either on premises owned, leased or otherwise controlled by Applicant, or other property required for the extension, shall be conveyed to APS (in APS's standard Utility Easement form attached hereto) by Applicant without cost to or condemnation by APS and in reasonable time to meet proposed service requirements. Applicant shall provide APS access to these distribution facilities at all times, and shall not block or interfere with said access in any way, including fencing or the placement of obstructions adjacent to and on the door-side of cabinets, transformers, or any other equipment.
- 1.4** All meters are to be located as shown on the sketch, a copy of which is attached to this Agreement. No variation to the meter locations identified may be made unless approved in writing by an authorized representative of APS.
- 1.5** Applicant's "on and off" site construction required in support of APS's construction is estimated to begin on 04/01/17 and to be completed on 05/29/17. APS's construction is estimated to begin on 05/29/17 and to be completed on 06/02/17 contingent upon scheduled completion of Applicant's "on and off" site construction in accordance with APS's specifications. The dates of APS's construction are provided only as estimates, are not binding upon APS, and are subject to change to accommodate APS's workload, material requirements, or other factors.

2 PAYMENT

Based on the line extension requested by Applicant, and the Extension Policy, Applicant is not required to advance any payments to APS as part of this Agreement. However, if Applicant cancels electric service, has electric service disconnected by APS for cause, or terminates this Agreement prior to five years from the date electric service is first provided to Applicant or to Applicant's successors under this Agreement, then Applicant will be required to pay a pro-rated amount of the total line extension costs set forth on Line 21 on the Applicant Charges (Part Refundable and Part Non-Refundable) form or Line 23 on the Single Family Applicant Charges form attached to this Agreement.

3 REIMBURSEMENTS

APS shall pay (reimburse) Applicant \$ NA DOLLARS which represents the total reimbursement for items summarized on the Applicant Reimbursement Details attachment which represent work, trenching, excavation, materials, etc. that the Applicant has agreed to furnish. Reimbursement shall be made after completion of the Applicant's work or activities and shall be contingent upon APS's Final Inspection and Approval.

4 GENERAL PROVISIONS

- 4.1** This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, or assignees of the parties to this Agreement, provided, however, that no assignment or other transfer of this Agreement shall be binding upon APS or create any rights in Applicant's assignee until such assignment or other transfer is approved and accepted in writing by an authorized representative of APS.
- 4.2** All electric facilities installed pursuant to this Agreement shall be owned by APS.
- 4.3** APS may use the installed facilities to serve other customers, and may extend service to other customers from the facilities located within the rights-of-way and easement(s) conveyed to APS pursuant to this Agreement.
- 4.4** This Agreement does not require APS to construct any line extensions to future customers not included in the attached sketches.
- 4.5** If Applicant fails to complete its "on and off" site construction requirements in support of APS's construction within six months of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to revise the payment amount required pursuant to Section 2 hereof which Applicant will be required to pay prior to APS proceeding with construction or energizing its facilities.
- 4.6** If Applicant fails to complete its "on and off" site construction requirements in support of APS's construction within one year of the estimated date of completion for said Applicant construction, as set forth in Section 1.5 hereof, APS shall have the right to cancel this Agreement, and Applicant shall be entitled to receive a refund of the amount paid, less all fees and costs incurred by APS associated with the Agreement prior to cancellation.
- 4.7** The prevailing party in any proceedings instituted by either party regarding a dispute concerning this Agreement shall be entitled to recover its reasonable attorney's fees, costs, and expenses.
- 4.8** If any term or condition of this Agreement is held to be invalid, void, or otherwise unenforceable by any court of competent jurisdiction, that holding shall not affect the validity or enforceability of any other term or condition of this Agreement, unless enforcing the balance of this Agreement would deprive either party of a fundamental benefit of its bargain.
- 4.9** This Agreement contains the final and complete agreement between the parties for the construction of the line extension described herein and supersedes all prior and contemporaneous conduct, agreements, statements, representations, negotiations, course of conduct, course of dealing, and communications pertaining to the subject matter hereof, whether written or oral. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind not set forth in or formally incorporated into this Agreement.

5 ATTACHMENTS

The provisions, terms, and conditions of each of the following documents, attached to this Agreement, are hereby incorporated in full into this Agreement.

NOTE: Documents marked below are attached

<input checked="" type="checkbox"/>	Design Sketches
<input checked="" type="checkbox"/>	Equipment Details
<input checked="" type="checkbox"/>	Trenching Agreement – Requirements
<input type="checkbox"/>	Applicant Reimbursement Details
<input type="checkbox"/>	Attachment A Signature Page
<input type="checkbox"/>	

<input type="checkbox"/>	Operating Agreement
<input type="checkbox"/>	Utility Easement
<input type="checkbox"/>	Dusk-to-Dawn Work Order
<input type="checkbox"/>	Developer Streetlight Agreement
<input type="checkbox"/>	Street Light Details
<input type="checkbox"/>	

6 EFFECTIVE DATE

This Agreement will become effective only upon the execution of this document by duly authorized representatives of the parties, and will be deemed effective as of the date signed by APS.

ARIZONA PUBLIC SERVICE COMPANY

APPLICANT

Applicant's Name:

CITY OF YUMA

Signature:

Name:

STEPHANIE LABORIN

Title:

SW SERVICE PLANNING SUPERVISOR

Date:

Signature:

Name (Print):

Title:

Date :

Mailing Address:

ONE CITY PLAZA

YUMA, AZ, 85364

Permanent Phone #:

928-373-5000

Study and Design Agreement Payment

APS Invoice #:

Amount: \$

Date Received:

Material Order Agreement Payment

APS Invoice #:

Amount: \$

Date Received:

Line Extension Agreement Refund

Credit Memo #:

Refund Amount:

Date Refunded:

Total Amount Paid:

The individual executing this Agreement on behalf of Applicant represents and warrants: (i) that he or she is authorized to do so on behalf of Applicant; (ii) that he or she has full legal power and authority to bind Applicant in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority.