AGREEMENT FOR THE INTERCONNECTION OF CUSTOMER'S GENERATION FACILITY TO THE APS DISTRIBUTION SYSTEM BETWEEN ARIZONA PUBLIC SERVICE COMPANY AND GILA COUNTY

APS AGREEMENT NO. 17914

AGREEMENT FOR THE INTERCONNECTION
OF CUSTOMER'S GENERATION FACILITY
TO THE APS DISTRIBUTION SYSTEM
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
GILA COUNTY

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AGREEMENT
FOR THE INTERCONNECTION
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BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
GILA COUNTY

1. PARTIES

This Agreement for the interconnection of Customer's Generation Facility to the APS Distribution System (hereinafter referred to as "Agreement" or "Interconnect Agreement") is entered into as of the 28th day of September, 2012, (the "Effective Date") by and between ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation (hereinafter called "APS") and GILA COUNTY, (hereinafter called "Customer"). APS and Customer are hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

2. RECITALS

This Agreement is entered into in respect to the following facts and considerations, all of which are considered to be an essential part of the terms and conditions, which follow:

2.1 Customer intends to invest in, construct, own, lease, maintain and/or operate a Generating Facility ("GF"), which will be operated in electrical parallel with APS' electric distribution system ("the APS System").

2.2 The GF shall be permanently located at 1400 E. Ash St, Globe, AZ (the "Property"), and shall be ready to operate in electrical parallel on or about October 12, 2012.

2.3 The specifications of the GF are described as follows:

Type: PV Powered PVP-100

Fuel or Energy Source: Photovoltaic

Unit Nameplate Output Rating: Nameplate 100 kW

No. of Units: 2

Total Nameplate Output of all Units: Total system 200 kW Output

2.4 APS and Customer intend to interconnect their respective facilities and systems in order that Customer may operate its GF in electrical parallel with the APS System. Such interconnection and parallel operation shall be undertaken in accordance with the terms and conditions of this Agreement.

Customer intends to net meter excess generation with APS.

2.5 The electric service supplied under this Agreement shall be in the form of three phase alternating current at approximately 60 Hertz and approximately 120/208 volts.

2.6 In the event upgrades to the APS System are required, the Parties will enter into a Construction Agreement that will address, among other things, the costs of any such upgrades to accommodate the interconnected operation of Customer's GF as contemplated by this Agreement and the allocation of responsibility for such costs.

3. AGREEMENT

Now therefore, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

4. DEFINITIONS

The following terms, when used in this Agreement, shall have the meanings specified:

4.1 Agreement: This Agreement (also referred to as "Interconnection Agreement") titled "Agreement for the Interconnection of Customer's Generation Facility to the APS Distribution System between Arizona Public Service Company and Gila County." together with other exhibits attached hereto and incorporated herein by specific reference.

4.2 APS Interconnection Requirements Manual: The APS document titled "Interconnection Requirements for Distributed Generation", which outlines APS' interconnection requirements to interconnect a GF to the APS System.

4.3 The APS System: Refers to APS' electric distribution system.

4.4 Cogeneration Facility: Any facility that sequentially produces electricity, steam or forms of useful energy (e.g., heat) from the same fuel source and which are used for industrial, commercial, heating, or cooling purposes.

4.5 Customer: A Customer is considered to be an APS account holder ("APS Customer of Record") that receives electric service from APS and also generates electricity at the Property receiving such electric service.

4.6 Disconnect Device: A Disconnect Switch or a rack-out circuit breaker acceptable to APS to electrically isolate the Customer's GF from the APS System.

4.7 Disconnect Switch: A visible open disconnect device that the Customer is required to install and maintain in accordance with the requirements set forth in the APS Interconnection Requirements Manual and this Agreement. It will completely isolate the Customer's Generating Facility from the APS System, including the Utility metering equipment located at the SES.

4.8 ESRM: Refers to APS' Electric Service Requirements Manual, available at http://www.aps.com/files/_files/pdf/ESPServices/ESRM.pdf.

4.9 Generating Facility (GF): All or part of the Customer's electrical generator(s) or inverter(s), together with the interconnection facilities and all protective, safety, and associated equipment and improvements which Customer installs and which are necessary to interconnect the GF to the APS System and generate electric power. The GF shall comply with APS' ESRM, the APS Interconnection Requirements Manual and the requirements set forth in this Agreement. A GF shall be understood to include any Qualifying Facility (QF) under this Agreement.

4.10 Generator: An induction or synchronous machine or static inverter used to produce electrical power.

4.11 Minimum Protective Devices and Relays:
The minimum required protective relaying and/or safety devices or requirements specified in the APS Interconnection Requirements Manual, for the purpose of protecting the APS System from damage or disruptions caused by a fault, malfunction or improper operation of the Customer's GF. Minimum Protective Devices and Relays shall not be construed to include additional relaying, protective or safety devices as may be required by industry and government codes and standards, equipment manufacturer requirements and prudent engineering design and practice to fully protect Customer's GF or facilities; such shall be the sole responsibility of the Customer.

4.12 OSHA: Occupational Safety and Health Administration. See www.osha.com.

4.13 Point(s) of Interconnection: The physical location(s) where APS' service conductors are connected to Customer's service conductors or bus to allow parallel operation of Customer's GF with the APS System.

4.14 Property – Has the meaning set forth in Section 2.2.

4.15 Qualifying Facility (QF): Any Cogeneration or Small Power Production Facility that meets the criteria for size, fuel use, efficiency, and ownership as promulgated in 18 CFR, Chapter I, Part 292, Subpart B of the Federal Energy Regulatory Commission's Regulations, as amended.

4.16 Rotating Machine: An induction or synchronous machine used to generate electric power.

4.17 Small Power Production Facility: A facility that uses primarily biomass, waste, or renewable resources, including wind, solar, and water to produce electric power.

4.18 Static Inverter: An electronic device used to convert direct current (DC) power into alternating current (AC) power.

4.19 UL: Underwriters Laboratories Inc. See www.ul.com.

5. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the Effective Date specified in Section 1 and shall remain in effect thereafter unless and until (a) it is terminated by mutual agreement of the Parties, (b) it is replaced by another interconnection agreement, (c) it is terminated by either Party pursuant to a Default of this Agreement as specified in Section 17 hereof, (d) upon termination of electric service to the Customer , or (e) it is superseded by another interconnection agreement between the Parties with respect to the GF. Upon termination of this Agreement, Customer shall immediately permanently lock open the Disconnect Switch and shall be responsible for ensuring that the electrical conductors connecting the GF to Customer's distribution system or the APS System are immediately lifted and permanently removed, so as to preclude any possibility of interconnected operation in the future. In the event Customer fails to do so, APS shall have the right to enter the premises where the GF and its related facilities are located in order to permanently lock open the Disconnect Switch or disconnect service, without liability for injury or damage to Customer or any third party and Customer hereby consents to such entry and disconnection. APS reserves the right to inspect the Customer's facility to verify that the GF is permanently disconnected.

6. INTERCONNECTION FACILITIES AND POINT(S) OF INTERCONNECTION

Customer is responsible for and shall pay for all facilities required to be installed solely to interconnect Customer's GF to the APS System including, but not limited to, connection, transformation, switching, protective relaying, metering and safety equipment, including a Disconnect Switch, in the manner shown and marked as such on the attached Appendix A, incorporated herein by this reference. All such facilities are to be installed by Customer at Customer's sole expense. During the term of this Agreement Customer shall maintain the GF, connection facilities, and all other materials required hereunder in a safe and in good operating condition.

7. NOTICES

All written notices pursuant to this Agreement shall be delivered by registered or certified mail including express overnight courier service, postage prepaid, return receipt requested, or by electronic mail (scanned PDF image) at the address of the Party set forth below as follows:

To APS:

Arizona Public Service
Attn: Renewable Energy Delivery
P.O. Box 53933, MS 3298
Phoenix, AZ 85072-3933

Telephone: (602) 371-6160
Email: commercial-renewables@aps.com

To Customer:

Gila County
Attn: Diana Jones
1400 E. Ash St.
Globe, AZ 85501

Telephone: (928) 402-8516
Email: djones@co.gila.az.us

Either Party may change its address by providing written notice given to the other Party in the manner provided above. Any such notice shall be deemed to have been duly given and served on the date which is three (3) business days after the date deposited in the United States mail in accordance with this section 7, or on the date of receipt, if delivered by express overnight courier service or electronic mail.

8. ENTIRE AGREEMENT

8.1 This Agreement and the documents attached hereto or referenced herein constitute the entire Agreement between the Parties relating to the subject matter hereof, there being no other agreements or understandings, written or oral, other than those contained in this Agreement and the attachments hereto. In the event of a conflict among the provisions of this Agreement and an attached or referenced document, this Agreement shall govern. This Agreement does not modify, change or impact any other agreement between the Parties relating to the supply of electric service, or the sale of, or purchase of, electric power.

8.2 The Parties may amend this Agreement but such amendment may only be effective and enforceable if it is set forth in a written instrument signed by both Parties.

9. CUSTOMER'S OBLIGATIONS

9.1 Customer shall not commence interconnected operation of the GF with the APS System until the GF has been inspected by an authorized APS representative and written notification is received from APS allowing the GF to commence parallel operation with the APS System.

Customer shall give at least five (5) business days' written notice to APS when initial startup is to begin. APS shall have the right to have a representative present during initial energizing and testing of Customer's GF.

9.2 Customer shall design, install, operate and maintain:

9.2.1 The GF in accordance with the requirements of all applicable construction and safety codes, laws and governmental agencies having jurisdiction, and in accordance with the requirements set forth in the ESRM, the APS Interconnection Requirements Manual, and the terms and conditions of this Agreement.

9.2.2 Control and protective devices, in addition to the Minimum Protective Devices and Relays as required by the APS Interconnection Requirements Manual, in order to protect the APS System, and to protect the GF from abnormal operating conditions such as, but not limited to, electrical overloading, abnormal voltages, and fault currents. Such protective devices shall promptly disconnect the GF from the APS System in the event of a power outage on the APS System.

The GF shall be operated with all of the protective relaying, and any Customer operating procedures and switching apparatus in service whenever the GF is connected to, or is operated in parallel with, the APS System.

9.2.3 An acceptable visibly "open" isolation point will be provided and installed by the Customer on the Customer's side of the service entrance meter

section, to electrically isolate the Customer-owned facilities from all APS electric service equipment in order to establish a safe work area for APS personnel.

The isolation point will comprise a load break Disconnect Device and shall be capable of being locked in a visibly "open" position by a standard APS padlock, and shall be installed in a place so as to provide easy and unrestricted accessibility to APS personnel on a 24-hour basis. APS shall have the right to lock open the Disconnect Device without notice to Customer, or require Customer to lock open, the Disconnect Device when interconnected operation of the GF with the APS System could adversely affect the APS System, or endanger life or property, or upon termination of this Agreement.

Customer will be required to electrically isolate the GF from the APS System at the time of install and in the event that APS needs to perform subsequent maintenance on its equipment in the metering compartment, or electric service equipment.

When an electrical clearance is required by APS and the APS electric service to Customer is at a phase to phase voltage of greater than 500 V, Customer shall provide personnel and equipment on site to open the Disconnect Switch so as to provide a visible open, groundable (on the utility side) and lockable isolation point acceptable to APS personnel.

9.2.4 Interconnection facilities on Customer's premises as may be required to deliver power from Customer's GF to the APS System at the Point of Interconnection, and all equipment downstream (Customer's side) of the Customer's service entrance section.

9.2.5 Where the applicable rate schedule or other APS requirement and/or agreement requires meter(s) to be installed to record the output of the GF generator(s), Customer will provide, at its expense, a dedicated phone line to each such meter and also to the GF service entrance section utility meter(s) and/or sub meters if necessary. Each dedicated phone line is to be landed on the APS-provided telephone interface module, normally located within two feet of the meter.

9.3 The electrical output of Customer's GF shall not contain harmonic content, which may cause disturbances on or damage to the APS System or equipment, or other third parties' systems, such as but not limited to computer, telephone, communication and other sensitive electronic or control systems.

9.4 Customer shall exercise reasonable care to assure that the electrical characteristics of its load and its GF, such as deviation from sine wave form or unusual short interval fluctuations in power demand or production, shall not be such as to result in impairment of service to other APS customers or in interference with operation of computer, telephone, television or other communication systems or facilities. The current imbalance for a three phase system, as measured at the Customer's service entrance section shall not be

greater than ten percent (10%) at any time. When the GF acts as a net load to the APS System, the power factor of the net load, as measured at the Point of Interconnection, shall not be less that 90% lagging, but shall not be leading, unless agreed to in writing in advance by an authorized representative of APS.

9.5 Customer shall protect, operate and maintain the GF in accordance with those practices and methods, as they are amended or changed from time-to-time that are commonly used in prudent engineering and electric utility operations prevailing in the general region when the GF is installed and shall operate and maintain the GF lawfully in a safe manner and non-hazardous condition.

9.6 Customer shall submit to APS, for APS review and written approval, written equipment specifications, and detailed plans of the interconnections facilities, control and protective devices and settings, and facilities as specified in the APS Interconnection Requirements Manual, as may be revised from time to time, for the design, installation and operations of its GF prior to their actual installation.

9.7 Following APS written approval of Customer's proposed GF and associated facilities, neither Customer nor its successors or assigns shall remove, alter or otherwise modify or change the equipment specifications, including, without limitation, the plans, control and protective devices or settings, and in general the GF's system specifications configuration or any facilities appurtenant thereto. If Customer desires to make such changes or modifications, Customer shall resubmit to APS plans describing said changes or modifications for approval by APS. No such change or modification may be made without the prior written approval of APS.

9.8 If Customer utilizes the APS System to facilitate start-up of its GF, the voltage flicker level shall not exceed APS standards in effect from time to time during the term of this Agreement.

9.9 Customer shall obtain and maintain all required permits and inspections indicating that Customer's GF complies with local and other applicable construction and safety codes.

9.10 In the event that APS provides more than one point of electrical service delivery to Customer's Property, then Customer shall (a) have controls and/or operating procedures in place that are acceptable to APS to ensure that APS' points of delivery are never connected together or electrically paralleled in anyway; and (b) ensure that the GF is never connected to an electrical service other than the one specified in this Agreement.

9.11 The Parties acknowledge that Customer may transact with one or more third parties in connection with the interconnection, operation and/or ownership of the GF. Such third parties may include but shall not be limited to investors, owners, lessors, lessees, or operators of the GF, property owner(s), or a third party APS retail electric customer of record, and any transferee thereof. Customer shall inform all such third parties of the requirements of this Agreement for the interconnection and operation of the GF and shall ensure that such third parties: (i) comply with the terms of this Agreement, specifically including, but not limited to,

the obligations set forth in this Section 9; and (ii) do not take actions that interfere with performance of the Agreement by APS or Customer. In the event that the action or inaction of any third party causes, in whole or in part, any noncompliance by Customer with the terms of this Agreement, Customer shall remain liable for such noncompliance as if were caused solely by the action or inaction of Customer and APS shall be entitled to pursue against Customer all remedies available to APS at law or in equity, including but not limited to those set forth in Section 17.

10. MUTUAL UNDERSTANDINGS

10.1 At its sole cost, APS shall be allowed to install on Customer's premises, at a location mutually agreed to by the Parties, any instrumentation equipment for research purposes. Such equipment shall be owned, furnished, installed and maintained by APS. The installation, operation and maintenance of such equipment shall not interfere with Customer's use and operation of its premises, but Customer shall afford APS continuing access to this equipment consistent with the requirements of APS' tariffs.

10.2 APS' approvals given pursuant to this Agreement or actions taken hereunder shall not be construed as any warranty or representation to Customer or any third party regarding the safety, durability, reliability, performance or fitness of Customer's generation and service facilities, its control or protective devices or the design, construction, installation or operation thereof.

10.3 APS (including its employees, agents and representatives) shall have the right to enter Customer's premises at all reasonable times to (a) inspect Customer's GF, protective devices, and to read or test instrumentation equipment that APS may install, provided that as reasonably possible, notice is given to Customer prior to entering its premises; (b) maintain or repair APS equipment; (c) immediately and without prior notice disconnect or cause Customer to immediately disconnect, the GF or otherwise render the GF disconnected from the APS system (including by opening the Disconnect Switch) if, in APS' opinion, a hazardous condition exists and such immediate action is necessary to protect persons, the APS System or other customers' or third parties' property and facilities from damage or interference caused by Customer's GF, or improperly operating protective devices; (d) open, or cause to be opened/verify opened, the Disconnect Switch if an operating clearance is required by APS personnel.

10.4 If, at any time, APS should have reason to question the integrity of any of the GF protective and switching apparatus and believes that such loss of integrity may impair the operation of the APS' System, Customer, or its grantee, lessee, licensee, GF System Owner and/or Operating Entity shall demonstrate, to APS' reasonable satisfaction, the correct calibration and operation of the equipment in question. The demonstration shall be coordinated with Customer and APS.

10.5 APS will not install and maintain any lines or equipment on Customer's side of the Point of Interconnection except its metering and telecommunication equipment and, at its option research equipment. For the mutual protection of Customer and APS, only authorized employees of APS are permitted to make and energize the service connection between the APS System and the Customer's service

entrance conductors. Such employees carry credentials, which they will show to Customer upon request.

10.6 Notwithstanding any other provisions of this Agreement, APS shall have the right to unilaterally file with the Arizona Corporation Commission (the ACC), pursuant to the ACC's rules and regulations, an application for a change in requirements, charges, classification, or service, any rule, regulation or agreement relating hereto.

11 ADDITIONAL TERMS AND CONDITIONS

11.1 In addition to the interconnection facilities and equipment provided for in Section 9 of this Agreement and additional safety equipment, Customer shall install, or cause to be installed, and will maintain the following Minimum Protective Devices and Relays on the GF:

11.1.1 Static inverters shall be tested and certified to UL *Standard for Inverters, Converters and Controllers for use in Independent Power Systems,* UL 1741, by a Nationally Recognized Testing Laboratory (NRTL) certified by OSHA to perform the UL1741 test standard.

11.1.2 Such other equipment as specified in this Agreement, or as may mutually be agreed upon by the Customer and APS from time to time during the term of this Agreement and any extensions thereof.

11.2 In the event APS or its authorized agents lock open, or cause to be locked open, the Disconnect Switch, Customer shall not remove or tamper with such lock.

11.3 Customer shall, at the time of the APS site inspection, perform a shutdown test of the inverter(s) to ensure that they shut down upon simulated loss of the utility source.

12. SUCCESSORS AND ASSIGNS

This Agreement may be assigned by either Party only with the written consent of the other; provided that either Party may assign this Agreement without the consent of the other Party to any Affiliate of the assigning Party with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Agreement; and provided further that Customer shall have the right to assign this Agreement, without the consent of APS, for collateral security purposes to aid in providing financing for the GF, provided that Customer shall provide notice to APS no less than thirty (30) days prior to the execution of any such assignment. In order to constitute a valid assignment without APS' consent, any financing arrangement entered into by Customer pursuant to this section must provide that at least thirty (30) days prior to the exercise of the secured party's, trustee's or mortgagee's assignment rights pursuant to said arrangement, the secured creditor, the trustee or mortgagee must notify APS of the date and particulars of any such exercise of assignment right(s), including providing APS with proof that it meets the requirements of Section 22. Any attempted assignment that violates this article is void and ineffective. Any assignment under this Agreement shall not relieve a Party of its obligations, nor shall a Party's obligations be enlarged, in whole or in part, by

reason thereof. Where required, consent to assignment will not be unreasonably withheld, conditioned or delayed.

13. EFFECT OF SECTION HEADINGS

Section headings appearing in this Agreement are inserted for convenience only, and shall not be construed as interpretations of text.

14. INDEMNITY

To the extent permitted by law, each Party to this Agreement will indemnify, defend and hold harmless the other Party, its officers, agents, and employees from any claims, damages and actions of any kind or nature arising from personal injury (including without limitation, death) and/or tangible property damage or loss except this indemnity shall not extend or apply to such claims, damages and actions resulting from the sole negligence or willful or intentional acts or omissions of the indemnified Party. This indemnification shall survive the termination or expiration of this Agreement.

15. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Arizona applicable to contracts entered into and to be performed solely within such state, without reference to its principles governing conflicts of laws.

16. UNCONTROLLABLE FORCES

No Party shall be considered to be in default in the performance of any of its obligations under this Agreement (other than obligations of said Party to pay sums to be paid by it hereunder, and other costs and expenses) when a failure of performance shall be due to an uncontrollable force. The term "uncontrollable force" shall be any cause beyond which, by exercise of due diligence such Party could not reasonably have been expected to avoid or control, and which by exercise of due diligence it shall be unable to overcome or control, including, but not restricted to, substantial failure of or threat of substantial failure of facilities, flood, earthquake, tornado, severe storm, fire, lightning, epidemic, war, terrorism, riot, civil disturbance or disobedience, strikes, shortages in labor, materials or supplies, sabotage, restraint by court order or public authority, and action or non-action by or inability to obtain the necessary authorizations or approvals from any governmental agency or authority. Nothing contained herein shall be construed so as to require a Party to settle any strike or labor dispute in which it may be involved. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of an uncontrollable force shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.

17. EVENTS OF DEFAULT; REMEDIES

A Party shall be in default under this Agreement or any Schedule entered into pursuant thereto, in the event of a breach of any term or condition under the Agreement or the applicable Schedule, which breach is not cured within thirty (30) days after receipt of written notice of such breach, provided that: (i) if such breach is not capable of cure within thirty (30) days and the defaulting Party gives notice of the same to the non-

defaulting Party, commences a cure within such thirty (30) day period and diligently pursues such cure, the defaulting Party shall be allowed such additional time as is reasonably necessary to complete the cure, not to exceed ninety (90) days; and (ii) in the case of a default by Customer which, in APS' reasonable judgment, poses a risk of danger to persons or property, Customer shall be obligated to cure such default within five (5) days after receipt of written notice of such breach, with no additional time to cure in any event. Nothing herein, however, shall operate to modify or limit APS' rights pursuant to Section 10.3 to disconnect the GF for reasons included therein during any cure period provided in this Section 17.

If a default is not cured as provided in this Section 17, or if a default is not capable of being cured within the period provided for herein, the non-defaulting Party shall have the right to terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity.

Notwithstanding any provision herein to the contrary, EACH PARTY'S LIABILITY WITH RESPECT HERETO SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, IN TORT, CONTRACT OR OTHERWISE. APS shall not be liable to Customer for any damages occasioned by fluctuations, interruptions or curtailment of the APS System. This limitation on damages survives the expiration or termination of this Agreement. Upon termination of this Agreement, Customer shall immediately permanently lock open the visible blade Disconnect Switch. In the event Customer fails to do so, APS shall have the right to enter the Property in order to permanently lock open the Disconnect Switch or disconnect service without liability for injury or damage to Customer or any third party and Customer hereby consents to such entry and disconnection.

18. SEVERABILITY

Whenever possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision but this Agreement will be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein or therein.

19. WAIVER

The failure by either Party hereto to require strict performance by the other Party of any of the provisions, terms and conditions contained in this Agreement shall not waive, affect or diminish any right of such Party at any time or times hereafter to demand strict performance thereof, and no waiver shall operate as a waiver of any other right or any right with respect to the same condition on a future occasion.

20. DISPUTE RESOLUTION

20.1 If a dispute arises between the Parties regarding a matter provided for in this Agreement, or a Party's performance of its obligations pursuant to this Agreement, the Parties agree that such dispute will be resolved in the manner prescribed in this Section 20.

20.2 Promptly upon the occurrence of the dispute, the aggrieved Party will notify the other Party in writing (the "**Claimant's Statement**"), setting forth in sufficient detail the basis for the dispute, the aggrieved Party's position and its proposal for resolution of the dispute. Within seven (7) business days following receipt of the Claimant's Statement, the other Party will respond in writing (the "**Responsive Statement**") setting forth in sufficient detail the respondent's position and its proposal for resolution of the dispute.

20.3 Within five (5) business days after the aggrieved Party's receipt of the Responsive Statement, the Parties will meet (either in person or telephonically) and attempt in good faith and expeditiously to negotiate a resolution to the dispute. In attendance for each Party at that session and throughout the dispute resolution procedure described in this Section 20 will be a representative or representatives of each Party who is authorized to act for the Party and resolve the dispute without resort to higher authority.

20.4 In the event such negotiations do not result in a resolution of the dispute within thirty (30) calendar days of the Claimant's Statement, or such other period of time as to which the Parties shall mutually agree, either Party will be entitled to seek appropriate relief in a court of competent jurisdiction.

21. ATTORNEY'S FEES

In the event either Party shall institute legal proceedings under or arising out of this Agreement and obtain a judgment or decree in its favor, including appeal to enforce any of the terms of this Agreement, the prevailing Party shall be entitled to recover, in addition to any other remedy, its reasonable actual attorney's fees, court costs, cost of investigation and other related costs allowed by law.

22. INSURANCE

During the term of this Agreement and any extensions thereof, Customer at its option may elect to maintain public liability and property damage insurance to cover Customer's use, interconnection and operation of the GF as contemplated in this Agreement. Any insurance coverage shall not constitute a limitation of Customer's indemnity under Section 14, Indemnity hereof.

23. SIGNATURE CLAUSE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date hereinabove set forth:

"APS":

Signature: _____

Name: _____

Title: _____

Date Signed: _____

"Customer":

Signature: Don E McDaniel Jr.

Name: Don E. McDaniel, Jr.

Title: County Manager

Date Signed: 10/17/12