



**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 GILA COUNTY, OWNER, PAYSON, AZ

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 108 W. Main Street, Payson, Arizona, in accordance with the attachments set forth in Section 6 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 4/12/2013 and to be completed on 4/30/2013. APS's construction is estimated to begin on 5/1/2013 and to be completed on 5/15/2013 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

APS shall not schedule or begin any construction pursuant to this Agreement until it receives from Applicant a payment of \$174.20 DOLLARS, which sum equals the amount required by APS (less any pre-paid amount) to extend service to Applicant, as authorized by the Extension Policy. Such payment shall include all charges for the facilities (and municipal street lighting facilities, if applicable) required to serve Applicant's project. Such payment is due to APS upon Applicant's execution of this Agreement. A breakdown of these costs is attached hereto as the Applicant Charges.

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 REFUNDS

Applicant payment shall be subject to refund as provided below. No refund will be made to any Applicant for an amount more than the Applicant's payment.

- 4.1 If prior to the start of APS's construction, Applicant notifies APS in writing of Applicant's request to cancel this Agreement, 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.
- 4.2 APS reserves the right to withhold refund to Applicant if Applicant's account(s) are delinquent, and apply these refund amounts to past due bills.

5 GENERAL PROVISIONS

- 5.1 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.
- 5.2 All electric facilities installed pursuant to this Agreement shall be owned by APS.
- 5.3 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.
- 5.4 This Agreement does not require APS to construct any line extensions to future customers not included in the attached sketches.
- 5.5 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.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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.

6 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 type="checkbox"/>	Design Sketches
<input checked="" type="checkbox"/>	Applicant Charges (Non-Refundable)
<input checked="" type="checkbox"/>	Schedule of Charges (Non-Refundable)
<input type="checkbox"/>	Applicant Charges (Single Family Homes Non-Refundable)
<input type="checkbox"/>	Schedule of Charges (Single Family Homes Non-Refundable)
<input type="checkbox"/>	Agreement to Construct Distribution Facilities
<input type="checkbox"/>	Applicant Reimbursement Details
<input checked="" type="checkbox"/>	Sales Invoice

<input type="checkbox"/>	Attachment A Signature Page
<input type="checkbox"/>	Operating Agreement
<input checked="" type="checkbox"/>	Trenching Agreement – Requirements
<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"/>	Equipment Details

7 EFFECTIVE DATE

This Agreement will become effective only upon the execution of this document by duly authorized representatives of the parties and payment by Applicant to APS of the total amount set forth in Section 2, and will be deemed effective as of the date signed by APS.

ARIZONA PUBLIC SERVICE COMPANY

APPLICANT

Signature: 
 Name: Steve Quinn
 Title: Manager, Gila/Navajo
 Date: 4-18-13

Applicant's Name:
Gila County
 Signature: 
 Name (Print): DON E. MCDANIEL, JR.
 Title: COUNTY MANAGER
 Date: 4/25/13

Study and Design Agreement Payment
 APS Invoice #: _____
 Amount: \$ _____
 Date Received: _____

Mailing Address:
1400 E. Ash Street
Globe, AZ 85501
Permanent Phone #: _____

Material Order Agreement Payment
 APS Invoice #: _____
 Amount: \$ _____
 Date Received: _____

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.

Line Extension Agreement Payment
 APS Invoice #: AR 0260000748
 Amount: \$ 174.20
 (Including Taxes)
 Date Received: _____

Total Amount Paid: \$ _____
 (Including Taxes)



TRENCHING AGREEMENT - REQUIREMENTS

WO# WF13SRVICE

The parties to this Agreement are ARIZONA PUBLIC SERVICE COMPANY, an Arizona corporation, hereinafter called "APS" and GILA COUNTY, OWNER, hereinafter called "Customer". In consideration of the services to be performed by APS and Customer for construction of underground distribution facilities at 108 W. MAIN STREET, PAYSON, AZ, it is agreed as follows:

1. Customer shall provide trench, conduit, backfill and 3-phase transformer pads. Customer shall install conduit, backfill, 3-phase transformer pads and APS provided equipment pads/box pads, pull boxes, j-boxes and manholes. These items shall be provided and installed according to this agreement, the Installation Specifications (Sheet 2), the T&D Construction Standards and the attached drawings.
2. APS shall be responsible for inspecting all trench, conduit and equipment installations outlined in item 1 above. Customer shall provide easements for trench routes, equipment locations, and secure all necessary permits required by local municipalities and/or governing agencies.
3. Customer shall have property corners and other control points as requested, installed and flagged before APS will survey and/or inspect the job. In addition, easements, alleys, streets and water retention areas adjacent to proposed trench route must be graded to within 6" of finished grade and grade stakes set before APS approves trench and begins construction. **Customer agrees to reimburse APS for any costs incurred in adjusting facilities due to changes in finished grade.**
4. Customer shall be responsible for having all existing underground facilities located and identified in the field before excavation begins.
5. APS approved and customer provided concrete caps shall be installed over conduit in trenches which cross or are located in drainage areas, washes, and other areas subject to erosion as shown on the attached drawings and as required by the APS inspector.
6. APS will not energize underground cables until the trench depth is verified, and backfill is compacted with a minimum of 24" cover for secondary/service and 36" cover for primary, unless otherwise shown on the attached drawings.
7. Customer shall restore, at Customer's expense, any damaged landscaping or property to its original condition, due to Customer provided trenching, backfilling or equipment installations.
8. APS reserves the right to inspect all and every part of Customer's work during or after completion of trenching, conduit installation, shading, backfilling, or compaction. If all of any part of the work has not been done according to APS specifications, Customer shall take corrective action at Customer's expense. APS, at Customer's request, may perform the corrective action at the Customer's expense. **Neither inspection of the work by APS nor lack of same, shall relieve Customer of the responsibility to provide and perform the work according to APS specifications. In all cases, the Customer is responsible for conduit system location, integrity and usefulness until APS conductors are energized.**
9. Where Customer provides the trenching and backfilling, Customer shall indemnify or cause its contractors to indemnify and save harmless APS and any other utility who is a joint trench occupant with APS, from any and all claims, losses, costs and damages incurred by the utilities, on account of injuries or damages to persons or property received or sustained by any persons, firms, or corporations by reason of any acts or omissions of Customer, it's agents or employees, or of any defects in the methods, materials, equipment, or tools used in the trenching or backfilling.
10. Customer shall use a properly licensed contractor when excavating in the public right-of-way or utility easement. Licensing information is available through the State Registrar of Contractors.
11. **The following documents are attached to and made a part of this agreement.**

<input type="checkbox"/> Construction drawings	<input type="checkbox"/> Three phase transformer pad and conduit requirements
<input type="checkbox"/> Customer trenching diagram	<input type="checkbox"/> Section 500 and/or 600 of APS' Electric Service Requirements.
<input type="checkbox"/> Duplex transformer requirements	<input type="checkbox"/> T&D Construction Standards _____
<input type="checkbox"/> Equipment box pad details	<input type="checkbox"/> Other _____
12. **Customer shall review this document, and the Installation Specifications (Sheet 2) with their trenching contractor before work begins. The trenching contractor shall maintain a copy of these documents at the job site for review.**
13. **For inspection call the APS Inspector two (2) working days prior to start of work:**

Name: KAREN A. KILLEN

Telephone: 928-474-7642

14. **Contact APS representative shown below for project scheduling and coordination.**

15. **Signatory on the agreement must be an officer of the company or a representative who has authority to bind the entity signing the contract.**

This agreement has been executed by the duly authorized representatives of the parties.

ARIZONA PUBLIC SERVICE

Signature: _____

Name: KAREN A. KILLEN

Title: CPM

Date Signed: _____

Mailing Address: 400 W. LONGHORN

City/State/Zip: PAYSON, AZ 85541

Telephone: 928-474-7642

CUSTOMER

Signature:

Name: Don E. McDaniel, Jr.

Title: County Manager

Date Signed: 4/25/13

Mailing Address: 1400 E. ASH STREET

City/State/Zip: GLOBE, AZ 85501

Telephone: _____



PRO FORMA

Invoice: AR0260000748
Rec Type: 81
Invoice Date: 04/11/2013

Arizona Public Service Company
P.O.Box 53920. Sta 9996
Phoenix, AZ 85072-3920

Customer No: 106875
Due Date: 05/11/2013
Payment Terms: Due30Days

Bill To:
GILA COUNTY
1400 E ASH ST
GLOBE AZ 85501
United States

AMOUNT DUE: 174.20 USD

Amount Remitted

Please return the top portion with your payment

Invoice: AR0260000748
Rec Type: 81
Invoice Date: 04/11/2013

For billing questions, please call: Customer Service Representative at 928-474-7642

Original

Note: WF13SRVICE - NEW SERVICE/UGRADE/RELOC/CONV LINE EXTENSION TO SERVE 108 W MAIN STREET, PAYSON, AZ 85541

Description	Period Covering	Customer Reference	Qty	Amount	Net Amount
NON-TAXABLE ITEM(S)					
CIAC Non-Refundable Adv		SCHEDULE 3 REV 12			174.20
Schedule of Charges - APS to install 20' of underground 4/0 single phase service wire to relocate 600 amp SES.					
Subtotal:					174.20
PreTax Total:					174.20
Amount Due:					\$174.20

Please provide invoice numbers with all remittance. An 18% per annum finance charge will be applied to outstanding invoices unless prior contractual agreements are in effect.