

STREETLIGHT POLE USE LICENSE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

CITY OF HOLBROOK

APS CONTRACT NO. 201407022

CITY OF HOLBROOK CONTRACT NO. _____

Execution Date 7/1/14

14. SEVERABILITY13

15. ASSIGNMENT13

16. NO THIRD PARTY BENEFICIARIES14

17. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES14

18. PRECEDENCE14

19. ENTIRE AGREEMENT, MODIFICATION15

20. INDEMNIFICATION15

21. LEGAL REQUIREMENTS16

22. EXECUTION AND EFFECTIVE DATE17

EXHIBIT

EXHIBIT A – ANNUAL ATTACHMENT FEE A-1

EXHIBIT B – REMOVAL AND INSTALLATION COSTB-1

Master License Agreement dated December 12, 1997.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree as follows:

3. DEFINITIONS

When initially capitalized in this License Agreement or amendments thereto, the following words or phrases shall have the meanings specified:

- 3.1 ACC: Arizona Corporation Commission.
- 3.2 Annual Attachment Fee: The fee set forth in Exhibit A assessed annually for attachment of Streetlight Facilities to each APS Pole.
- 3.3 APS Pole(s): Electric distribution poles owned by APS for which APS authorizes the attachment of the Streetlight Facilities.
- 3.4 Due Date: The thirtieth (30th) calendar day after the invoice date.
- 3.5 Effective Date: The date specified in Section 22, Execution and Effective Date.
- 3.6 Interest: The per annum rate of 18% compounded monthly.
- 3.7 Joint Pole Participant: Any entity with whom APS has entered into an agreement or arrangement to reciprocally own and furnish poles for joint use and by which both parties have agreed to a method of pro-rating the fully allocated costs of ownership and maintenance of such joint use facilities, including the safety space and supporting structure.
- 3.8 License: A revocable, nonexclusive authorization to attach Streetlight Facilities to APS Poles, subject to the terms of this License Agreement. Such License(s) shall be issued by APS, in its sole discretion.

attachment of City owned Streetlight Facilities to various APS Poles as designated by APS in its sole discretion.

4.2 Other Rights Reserved:

4.2.1 Neither the use of APS Poles as authorized herein nor payment of any fees or charges required under this License Agreement shall create or vest in City any ownership or property rights in such APS Poles. City's right here in shall be and remain a license. Neither this License Agreement nor any License granted, or which may be granted, hereunder shall constitute an assignment of any of APS' rights to use any public thoroughfare or other public or private property at the location of APS Poles.

4.2.2 Nothing contained in this License Agreement shall be construed to compel APS to construct, retain, extend, place, or maintain APS electric distribution poles or other facilities for the benefit of City which are not needed for APS' own service requirements. If it becomes necessary or desirable to relocate or remove APS Poles, APS will notify City of the need to relocate or remove City's Streetlight Facilities located thereon thirty (30) calendar days prior to such relocation or removal; except that in an emergency, the notice will be provided within thirty (30) calendar days after the relocation or removal. APS will perform the relocation or removal of the Streetlight Facilities located on APS Poles. The relocation or removal will be at City's expense in accordance with Exhibit B, unless such relocation or removal is made at APS' request or convenience. If APS relocates or removes its APS Poles at the request of City or a third party, City or the third party (as the case may be) shall be responsible to pay the costs of relocating or removing the Streetlight Facilities located

occupy such property, upon the written consent of City which shall not be unreasonably withheld, APS shall be authorized to remove the Streetlight Facilities at Cities expense. The removal costs will be in accordance with Exhibit B

4.3 Annual Attachment Fees:

4.3.1 The Annual Attachment Fee shall be as specified in Exhibit A hereto.

4.3.2 The Annual Attachment Fee shall be adjusted effective January 1 of each year. The amount of such adjustments shall be calculated by utilizing the cost index numbers from the most recent edition of the Handy Whitman Index of Public Utility Construction Costs ("H/W Index"), Plateau Region (E-5), Distribution Plant; Poles, Towers and Fixtures (FERC Account No. 364). The percentage of change in the annual average index numbers will be applied to the previous year's Annual Attachment Fee to determine the current year's Annual Attachment Fee, effective January 1st of each year. The initial Annual Attachment Fee for attachments in existence prior to the Effective Date of this License Agreement shall be assessed at the annual rate set forth in Section 4.3.1 above, prorated from the effective date of this License Agreement to the end of the initial calendar year.

4.3.3 The total Annual Attachment Fee assessed as of the beginning of each anniversary of the Effective Date shall be based upon the total number of licensed APS Poles on record, multiplied by the Annual Attachment Fee effective for that year. The total number of pole attachments on record shall be the number of pole attachments for which a License has been issued, less the number of pole attachments whose License has been terminated, as of the last day of the previous year.

6.3.1 In the event of termination of this License Agreement and/or any License(s), APS may remove City's Streetlight Facilities from APS Poles affected by such termination; provided, however, that City shall be liable for and pay all applicable attachment fees to APS until the Streetlight Facilities are actually removed from APS Poles. City shall pay APS for the removal of City's Streetlight Facilities from APS Poles as specified in Exhibit B.

6.4 Cancellation By City: The Parties hereto acknowledge that this License Agreement is subject to cancellation by the City for a conflict of interest pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

7. DESIGNATED REPRESENTATIVES AND NOTICES

7.1 Designated Representatives: All communications relating to the day-to-day activities under this License Agreement shall be exchanged between the following designated representatives who are authorized to act on behalf of that Party. Either Party may change said designated representatives from time to time by giving advance written notice.

APS:

Arizona Public Service Company
Attention: Streetlight Management
P.O. Box 53933, Station 3536
Phoenix, Arizona 85072-3933
Telephone: 602-371-5067
FAX: 602-371-6733

City:

City of Holbrook
Street Transportation Department
Director
Telephone:
FAX:
E-mail:

7.2 Notices: Any legal notices and communications required or provided for hereunder shall be in writing and shall be send by first class, registered, certified or express mail, return receipt requested, postage prepaid, or by comparable delivery service, or by hand, or by facsimile (with the original sent by first class mail) to the following:

9. UNCONTROLLABLE FORCES

9.1 Definition: An “Uncontrollable Force” shall mean any cause beyond the control of the Party affected, including but not restricted to failure of or threat of failure of facilities, flood, earthquake, geohydrologic subsidence, tornado, storm, fire, lightning, epidemic, war, riot, commotion, civil disturbance or disobedience, labor dispute, labor or material shortage, sabotage, restraint by court order or public authority (whether valid or invalid), and action or nonaction by or inability to obtain or keep the necessary authorizations or approvals from any governmental agency or authority, which by exercise of due diligence it shall be unable to overcome. It is the intent of the Parties that the foregoing examples shall not be used as a limitation on the term “uncontrollable force” in interpreting or construing this License Agreement. Rather the Parties intend a liberal interpretation of the term and accordingly intend that in questions of assumption of risk or contingencies, whether foreseen or not, the presumption shall be that risks not explicitly assumed by a Party are not assumed by said Party if, in fact, they are uncontrollable even with foresight.

9.2 Effect of Uncontrollable Force: If either Party, by reason of an Uncontrollable Force, is rendered unable, wholly or in part to perform its obligations under this License Agreement, then upon said Party giving notice and particulars of such Uncontrollable Force in writing to the other Party promptly after learning thereof, the obligations of said Party so far as they are affected by such Uncontrollable Force shall be suspended during the continuance of any inability so caused but for no longer period and the effects of such cause shall, so far as possible, be remedied with all reasonable dispatch. However, nothing contained herein shall be so construed as to require a Party to settle any strike or labor dispute in which

11.3 Disputed Bill: If any portion of any bill is disputed, the undisputed amount shall be paid when due.

11.3.1 The Party discovering the error shall notify the other Party in writing of the disputed amount and the reasons the charges are believed to be in error. Within 60 days, the Parties shall meet to resolve the dispute. If the dispute cannot be resolved within 180 days, either Party may request mediation, or the dispute may be referred to a mutually agreed upon mediator by the Parties to resolve the dispute.

11.4 Delinquent Bill: If City's bill becomes delinquent, due to non-payment for a period of thirty (30) days after the invoice date, APS shall have the right at its option:

11.4.1 To exercise any remedy provided by law, including immediate termination of this License Agreement. Suspension and/or termination shall not relieve City of its obligation to pay any amounts previously due nor shall such suspension or cancellation invalidate any other agreement with City.

11.4.2 To charge interest at the rate of 18% per annum for all charges unpaid after the thirty (30) day period until the past due charges, including interest accrued thereon, are paid in full.

The failure of APS to exercise such sanction shall not constitute a waiver by APS of any rights hereunder.

11.5 Taxes: City shall pay any and all applicable sales tax, transaction privilege tax, use tax or like tax assessed or assessable as the result of APS providing services hereunder.

consent, the transferring Party shall provide notice within thirty (30) calendar days to the other Party of the transfer and the effective date thereof. Any transfer in violation of this Section 15 shall be deemed null and void.

16. NO THIRD PARTY BENEFICIARIES

APS acknowledges and represents that Section 15 of this License Agreement entitled, "ASSIGNMENT," is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party.

City acknowledges and represents that this License Agreement is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party and that neither APS nor City undertakes any responsibility or obligation to any third party by virtue of this License Agreement, and neither shall be liable to any third party by virtue of the nature, location, quality or quantity of streetlights, or other cause arising directly or indirectly out of this License Agreement or its performance by either Party.

17. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES

The covenants, representations, indemnifications and warranties of the Parties unless otherwise expressly provided shall survive the expiration or termination of this License Agreement.

18. PRECEDENCE

18.1 Order of Precedence: In the event of conflict between this License Agreement and any referenced document, the order of precedence shall be this License Agreement followed by any other referenced document, in the order in which they are referenced in the Table of Contents.

18.2 Amended Documents: Any amendment shall have priority over the document it amends, and any amended document shall have the same precedence classification as stated in Section 18.1.

enforceable, the Party wishing to be indemnified must give the other Party notice of the event which caused the injury, loss, cost, damage or expense, along with notice of the intent to seek indemnification therefore, within 180 days of the date the Party wishing to be indemnified first learns of the event.

21. LEGAL REQUIREMENTS

21.1 Laws and Regulations: The Parties shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations including without limitation those of OSHA and the National Electrical Safety Code, which in any manner relate to any rights and obligations under this License Agreement.

21.2 Safety Statute: Nothing contained in this License Agreement shall be construed in any way to limit, restrict, substitute, or waive, in whole or in part, any of the Parties' obligations under Article 6.4, HIGH VOLTAGE POWER LINES AND SAFETY RESTRICTIONS, of Section 1, Title 40, Chapter 2 of the Arizona Revised Statutes, or any other laws, regulations, codes, standards, or industry practices pertaining to activities near overhead electric lines.

EXHIBIT A

STREETLIGHT POLE USE LICENSE AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
CITY OF HOLBROOK

ANNUAL ATTACHMENT FEE

Commencing January 1, 2014, the Annual Attachment Fee for calendar year 2014 shall be \$6.69 per APS Pole.

STREETLIGHT MAINTENANCE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

CITY OF HOLBROOK

APS CONTRACT NO. 201407020

CITY OF HOLBROOK CONTRACT NO, _____

Execution Date 7/1/14

	FACILITIES	18
13.	GOVERNING LAW AND VENUE	19
14.	SEVERABILITY	19
15.	ASSIGNMENT	19
16.	NO THIRD PARTY BENEFICIARIES	20
17.	SURVIVABILITY OF OBLIGATIONS AND LIABILITIES	20
18.	PRECEDENCE	20
19.	ENTIRE AGREEMENT, MODIFICATION	21
20.	INDEMNIFICATION.....	21
21.	LEGAL REQUIREMENTS.....	22
22.	EXECUTION AND EFFECTIVE DATE	23

EXHIBIT

	EXHIBIT A - REMOVAL AND INSTALLATION COST.....	A-1
--	--	-----

which APS will construct and maintain the streetlights for City.

- 2.4. The Parties desire that this Maintenance Agreement replace and supersede the Former Streetlight Operation, Maintenance and Facilities Agreement dated December 12, 1997.

NOW, THEREFORE, in consideration of the foregoing recitals, the promises, covenants, and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby covenant, promise and agree as follows:

3. DEFINITIONS

When initially capitalized in this Maintenance Agreement or amendments thereto, the following words or phrases shall have the meanings specified:

- 3.1. APS Pole(s): Electric distribution poles owned by APS for which APS authorizes the attachment of City owned Streetlight Facilities.
- 3.2. City Pole(s): Streetlight poles owned by City.
- 3.3. Dawn: The time between full dark and sunrise when a photo control senses sufficient sunlight to turn off streetlights.
- 3.4. Due Date: The forty-fifth (45th) calendar day after the invoice date.
- 3.5. Dusk: The time between sunset and full dark when a photo control senses the lack of sufficient sunlight and turns on streetlights.
- 3.6. Effective Date: The date specified in Section 22, Execution and Effective Date.
- 3.7. Emergency Work: Replacement of poles and fixtures associated with damage caused by vehicle collisions, storms, or other events.

streetlighting that may support APS' secondary conductors serving the streetlights and no other attachment(s); mast arms; luminaires and lamps; protection fuses; photo controls; external ballasts; and electric service wires which extend from the luminaires of the individual streetlight installation to the Point of Delivery.

4. CONSTRUCTION AND MAINTENANCE

4.1. General: APS shall construct and maintain the Streetlight Facilities within APS' service territory for City in accordance with the terms and conditions of this Maintenance Agreement. APS' obligation to perform maintenance of Streetlight Facilities attached to CENTURY LINK owned poles is subject to City acquiring such attachment rights from CENTURY LINK.

4.1.1. Operation Time: Operation of the Streetlight Facilities shall be from Dusk to Dawn. Notwithstanding the foregoing, City agrees that APS cannot guarantee that all of the Streetlight Facilities will always operate as intended. Therefore, it is understood and agreed that APS will be in compliance with this Section 4.1.1 by completing repairs within the following time frames:

4.1.1.1. Repairs after Notification:

4.1.1.1.1. APS shall clear hazards associated with Streetlight Facilities which have been knocked down, that block traffic or present an imminent safety risk to the public, within four (4) hours after notification by City. Storm or other large scale damage may require

or cable repair within thirty (30) work days after the need for repair or replacement has been identified by APS.

4.2. Work to be Performed by APS:

4.2.1. Standard Facilities – Normal Construction and Maintenance: City agrees that APS is obligated to perform only the following construction and maintenance work for Standard Facilities. APS will haul away and dispose of all removed streetlight material and will be entitled to retain any salvage value.

4.2.1.1. Bulb replacement

4.2.1.2. Streetlight head, mast arms, protection fuses and photo control replacements.

4.2.1.3. Streetlight ballast replacements.

4.2.1.4. Streetlight pole identification number replacement.

4.2.2. Additional Work: The following constitutes additional work which APS is not obligated to perform, unless specifically directed to do so by City, conditioned upon City's agreement to pay the applicable charges.

4.2.2.1. Replacement of poles and all fixtures associated with vehicle, storm related or other damage.

4.2.2.2. Removal and/or replacement of City-owned steel or wood poles that, as determined by City, have deteriorated to

Agreement to assist City with collecting damages from other parties who have damaged City's Streetlight Facilities.

4.3. Charges to City:

4.3.1. In addition to the charges described below and any other charges set forth in this Maintenance Agreement, City is responsible for all permit, inspection and other fees assessed by state, county or local government associated with streetlight work. Other fees may include, but are not limited to, plan or design review fees and traffic engineering or traffic control plan review fees.

4.3.2. The monthly charge per luminaire for normal maintenance as set forth in Section 4.2.1 will be fixed as follows:

\$2.35 for the initial one (1) year period.

Commencing upon the Effective Date; these fees will be billed monthly to the City. APS reserves the right to review the charge per luminaire annually and shall give the City 180 day's written notice in the event of any increase or decrease to the charge per luminaire for normal maintenance.

4.3.3. Charges for additional work, including but not limited to that set forth in Section 4.2.2 shall be levied in accordance with Exhibit A, which may be updated annually and provided by APS. APS shall supply City at City's request with a cost estimate of the work to be done, but APS shall not commence work until such estimate has been approved by City in writing. City shall make payment in accordance with Section 11.2.

its streets, including the number, type and location of streetlights to be installed.

4.4.5. City further agrees that APS' assistance or recommendations regarding streetlight designs, layouts, or lighting levels, or the amount of streetlight service being provided by APS shall not be relied upon by City as satisfying any standard that may be adopted by or imposed upon City.

4.4.6. City shall provide or cause to be provided to APS a City-approved layout or engineer stamped drawing for all new streetlight installations. APS shall design a power source for the streetlights on City-approved streetlight layout or engineer stamped drawing.

4.5. Construction of New Infill Streetlight Facilities:

4.5.1. New infill streetlighting installations shall be in accordance with Exhibit A, which may be updated annually and provided by APS. APS shall supply Town at Town's request with a cost estimate of the work to be done, but APS shall not commence work until such estimate has been approved by Town in writing. Town shall make payment in accordance with Section 11.2.

4.5.2. For new streetlighting installations within commercial, industrial projects or residential subdivisions, all facilities required including but not limited to streetlight poles, mast arms, luminaires, bulbs and photo controls shall be installed by APS or a developer at City or developer expense. If the installation is performed by APS, APS will be reimbursed in accordance with Exhibit A which may be updated annually and provided by APS. .

4.9. Inventory Lists and Records: APS shall supply the following records in an electronic format, time and manner to be mutually agreed upon by both parties, to City: (1) inventory lists showing Streetlight Facilities subject to this Maintenance Agreement and indicating location, lamp rating, type of pole and luminaire, (2) copies of inventory lists with new additions to Streetlight Facilities that include locations of new and existing or changed streetlights, lamp rating, type of pole and luminaire and (3) Upon request, APS shall also provide City, at agreed upon intervals, copies of APS' updated Geographic Information Systems maps showing street light locations. APS, at its sole discretion, may require the City to execute APS' Data License Agreement prior to providing such information.

4.10. Sale of Poles After Effective Date: If after the Effective Date, APS' distribution facilities are removed from an APS Pole and the APS Pole then only supports APS' secondary conductor and a City owned Streetlight, City has the option of purchasing the streetlight only pole or removing its streetlight and paying APS for said removal in accordance with Exhibit A, which may be updated annually. If City elects to purchase said pole, the purchase price shall be based on the replacement cost of the existing facility. No attachment fee shall be incurred by APS as a result of the secondary attachment.

5. TERM

This Maintenance Agreement shall remain in effect until terminated in accordance with the Termination section below.

APS:
Arizona Public Service Company
Attention: Streetlight Management
P.O. Box 53933, Station, 3536
Phoenix, Arizona 85072-3933
Telephone: 602-371-5067
FAX: 602-371-6733

City:
City of Holbrook

Telephone:
FAX:
E mail:

7.2. Notices: Any legal notices and communications required or provided for hereunder shall be in writing and shall be send by first class, registered, certified or express mail, return receipt requested, postage prepaid, or by comparable delivery service, or by hand, or by facsimile (with the original sent by first class mail) to the following:

To APS:
Arizona Public Service Company
Office of Corporate Secretary
400 N. 5th Street, Station 8602
Phoenix, Arizona 85004

To City:
City of Holbrook

With a copy to:

Arizona Public Service Company
Attention: : Streetlight Management
Station 3536
P.O. Box 53933
Phoenix, AZ 85072-3933

City of Holbrook

7.3. Invoices and payments pursuant to this Maintenance Agreement shall be sent to:

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

City of Holbrook

accordingly intend that in questions of assumption of risk or contingencies, whether foreseen or not, the presumption shall be that risks not explicitly assumed by a Party are not assumed by said Party if, in fact, they are uncontrollable even with foresight.

- 9.2. Effect of Uncontrollable Force: If either Party, by reason of an Uncontrollable Force, is rendered unable, wholly or in part to perform its obligations under this Maintenance Agreement, then upon said Party giving notice and particulars of such Uncontrollable Force in writing to the other Party promptly after learning thereof, the obligations of said Party so far as they are affected by such Uncontrollable Force shall be suspended during the continuance of any inability so caused but for no longer period and the effects of such cause shall, so far as possible, be remedied with all reasonable dispatch. However, nothing contained herein shall be so construed as to require a Party to settle any strike or labor dispute in which it may be involved. The affected Party shall not be responsible for its delay in performance under this Maintenance Agreement during delays caused by an Uncontrollable Force nor shall such Uncontrollable Force give rise to a claim for damages or constitute default.
- 9.3. Uncontrollable Force Limit: If a Party's obligation to perform is suspended for a period of ninety (90) continuous calendar days due to an Uncontrollable Force, or for any other reason, the other Party shall have all rights and remedies at law and equity, including but not limited to, the right to terminate this Maintenance Agreement.

11.5. Delinquent Bill: If City's bill becomes delinquent, due to non-payment for a period of forty-five (45) calendar days after the invoice date, APS shall have the right at its option:

11.5.1. To exercise any remedy provided by law, including immediate termination of this Maintenance Agreement. Suspension and/or termination shall not relieve City of its obligation to pay any amounts previously due nor shall such suspension or cancellation invalidate any other agreement with City.

11.5.2. To charge interest at the rate of 18% per annum for all charges unpaid after the forty-five (45) day period until the past due charges, including interest accrued thereon, are paid in full. The failure of APS to exercise such sanction shall not constitute a waiver by APS of any rights hereunder.

11.6. Taxes: City shall pay any and all applicable sales tax, transaction privilege tax, use tax or like tax assessed or assessable as the result of APS providing services hereunder.

12. ANNEXATION AND ACQUISITION OF ADDITIONAL STREETLIGHT FACILITIES

If City annexes additional territory or purchases additional Streetlight Facilities, the terms and conditions of this Maintenance Agreement will apply upon the date City provides APS notice of the annexation or purchase.

such transfer and the effective date thereof. Any transfer in violation of this Section 15 shall be deemed null and void.

16. NO THIRD PARTY BENEFICIARIES

APS acknowledges and represents that Section 15 of this Maintenance Agreement entitled, "ASSIGNMENT," is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party.

City acknowledges and represents that this Maintenance Agreement is not intended to and does not create any claims, rights, remedies, or benefits exercisable by any third party and that neither APS nor City undertakes any responsibility or obligation to any third party by virtue of this Maintenance Agreement, and neither shall be liable to any third party by virtue of the nature, location, quality or quantity of streetlights, or other cause arising directly or indirectly out of this Maintenance Agreement or its performance by either Party.

17. SURVIVABILITY OF OBLIGATIONS AND LIABILITIES

The covenants, representations, indemnifications and warranties of the Parties unless otherwise expressly provided shall survive the expiration or termination of this Maintenance Agreement.

18. PRECEDENCE

18.1. Order of Precedence: In the event of conflict between this Maintenance Agreement and any referenced document, the order of precedence shall be this Maintenance Agreement followed by any other referenced document, in the order in which they are referenced in the Table of Contents.

warranty; provided however that such injury, loss, cost, damage or expense is not the result of negligence, willful misconduct or a breach of this Maintenance Agreement by the Party to be indemnified. In order for the requirements of indemnification to be enforceable, the party wishing to be indemnified must give the other Party notice of the event which caused the injury, loss, cost, damage or expense, along with notice of the intent to seek indemnification therefore, within 180 days of the date the Party wishing to be indemnified first learns of the event.

21. LEGAL REQUIREMENTS

- 21.1. Laws and Regulations: The Parties shall at all times observe and comply with all applicable laws, ordinances, statutes, rules or regulations including without limitation those of OSHA and the National Electrical Safety Code, and any City of Holbrook supplements and requirements thereto, which in any manner relate to any rights and obligations under this Maintenance Agreement.
- 21.2. Safety Statute: Nothing contained in this Maintenance Agreement shall be construed in any way to limit, restrict, substitute, or waive, in whole or in part, any of the parties obligations under Article 6.4, HIGH VOLTAGE POWER LINES AND SAFETY RESTRICTIONS, of Section 1, Title 40, Chapter 2 of the Arizona Revised Statutes, or any other laws, regulations, codes, standards, or industry practices pertaining to activities near overhead electric lines.

EXHIBIT A

STREETLIGHT MAINTENANCE AGREEMENT
BETWEEN
ARIZONA PUBLIC SERVICE COMPANY
AND
CITY OF HOLBROOK

REMOVAL AND INSTALLATION COST

A project-specific cost estimate or unit cost estimate shall be provided by APS. APS shall supply City at City's request with a cost estimate of the work to be done, but APS shall not commence work until such estimate has been paid by City, except that APS, at its sole option, may accept a letter of understanding (prior to any work being performed by APS) in which City commits to pay APS for such services upon completion of the services.