

PAGE UTILITY ENTERPRISES  
ELECTRIC DISTRIBUTION FACILITIES AGREEMENT

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The parties to this Agreement are Page Utility Enterprises, a Municipality, City of Page, Arizona, hereinafter called "PUE," and \_\_\_\_\_, hereinafter called "Customer."

1 RECITALS

WHEREAS, PUE operates and maintains an electrical distribution system within the City of Page, ADOT Housing, Wahweap, Grenehaven, Glen Canyon National Recreational Area, Lees Ferry, Marble Canyon, Vermillion Cliffs, Badger Creek and Cliff Dwellers area; and,

WHEREAS, Customer has proposed the construction and development of a new line extension which will extend to \_\_\_\_\_ Which here after will be called the Project, which necessitates the extension of PUE's electrical distribution facilities; and,

WHEREAS, the Rules and Regulations and the Utility Service Specifications, hereinafter collectively referred to as "Utility Standards" will be followed explicitly in the completion of this electrical line extension; and,

WHEREAS, the parties desire to enter into this Agreement to outline the terms and conditions of the Customer's capital contribution toward distribution line extension costs, all in accordance with Utility Standards, which are incorporated into this Agreement by reference;

NOW, THEREFORE, in consideration of the services to be performed by PUE, and the sums of money to be advanced by Customer in accordance with the Utility Standards, the parties agree as follows:

2 CONSTRUCTION

2.01 PUE shall construct the extension of electric distribution facilities to serve the Project in accordance with the Utility Standards and the job plans and specifications requested and approved by the Customer and attached hereto and incorporated herein by reference as Exhibit A.

2.02 In accordance with the Utility Standards, the Customer has provided and performed all requisite trenching, installation of all conduits, bends and raceways, backfilling and compaction and restoration of all work areas. All conduit installation has been inspected by PUE before backfilling was done by the Customer or its subcontractor. Any problems related to conduit installation that prevents PUE from installing the requisite underground conductors, will be corrected at the expense of the Customer.

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- 2.03 PUE shall install the requisite distribution line in the conduits provide by the Customer pursuant to 2.02 above and all related equipment, material, electrical apparatus and associated facilities to complete the line extension. PUE shall provide the material, labor and equipment for said installation, which shall be at full cost to the Customer as per Article 19 of the Rules and Regulations.
- 2.04 Any additional Right-Of-Way or requisite utility easement due to the Customer's new line extension will be the Customer's responsibility.
- 2.05 In addition to the above, the Customer shall provide the requisite utility easements for underground vaults, ground sleeves, and transformer pads. Customer shall be responsible for the construction of any poured-in-place transformer pads with associated sweeps for primary and secondary access to the transformer pads and conduit sweeps for the above stated underground components.
- 2.06 PUE will commence work on the project as scheduling permits and once the Customer has paid the estimated invoice amount and the materials purchased have been received by PUE. All trenching and conduit will be completed and inspected, before PUE will begin this project.

3 CAPITAL CONTRIBUTION IN AID OF CONSTRUCTION; APPLICATION FOR EXTENSION

- 3.01 In accordance with Utility Standards, Customer shall submit an application to PUE identifying the proposed line extension accompanied by a graphic illustration of the proposed extension.
- 3.02 PUE engineering shall provide the Customer with cost estimates, based on current, available vendor pricing for the job requirements, which identify the capital costs of the proposed extension. The cost estimate shall identify estimated materials, which includes sales tax on materials to be purchased (PUE is required to pay sales tax on all material purchased for its distribution system), labor, equipment costs, and a contingency allowance for items or additional work that may have been omitted from the estimate, which are based on job costs already completed previously. In any event the actual costs of the Line Extension with a 10% (ten percent) handling charge on all materials will be calculated and compared to the estimated invoice amount received. Any balance, if owed PUE will be invoiced, and if the balance is in the Customer's favor will be refunded at this time. Failure to meet any of the requirements of the Utility Standards or any of the requirements of this agreement during the project will halt any further activity. The Utility will determine the unused portion of the prepayment and refund that unused portion.

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3.03 Purchase orders for materials will be released when Customer makes up-front payment for the estimated costs of materials and electrical components for this project.

4 PAYMENT

4.01 Customer shall pay before PUE begins work the sum of \$\_\_\_\_\_ which represents the total estimated cost of materials also labor and equipment utilized by PUE, minus the PUE furnished portion as per Utility Standards. Prompt payment will reduce delivery time for purchased materials and electrical components.

5 GENERAL PROVISIONS

5.01 This Agreement shall be binding upon and for the benefit of the heirs, administrators, executors, or assignees of the parties signing this Agreement; provided; however, that no assignment or other transfer of this Agreement shall be binding upon PUE or create any rights in Customer's assignee until such assignment or other transfer is approved and accepted in writing by PUE.

5.02 The Rules and Regulations referenced in Paragraph 1. Recitals are collectively referred to as Utility Standards. These Utility Standards call for certain actions and responsibilities on the part of the Customer. More precisely promulgated in the Rules and Regulations is Section II - Extension of Service Lines and Facilities.

5.03 The Rules and Regulations, Section II - Extension of Service Lines and Facilities referenced in Paragraph 5.02 of this Agreement are incorporated by reference as part of this Agreement. When the Customer signs this Agreement, the entire Rules and Regulations is appended to this Agreement and shall become a part thereof. PUE shall furnish the Customer the most recently approved copy of the Rules and Regulations. PUE shall also furnish the Customer a true copy of this Agreement once both parties have properly signed the Agreement.

5.04 PUE may extend service to other customers from the facilities located within the easement granted in accordance with the Utility Standards.

5.05 Notices required or permitted hereunder shall be given in writing and personally delivered or sent by registered or certified mail, postage prepaid, addressed as follows:

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Page Utility Enterprises \_\_\_\_\_  
640 Haul Road \_\_\_\_\_  
P. O. Box 1955 \_\_\_\_\_  
Page, Arizona 86040 \_\_\_\_\_

- 5.06 This Agreement represents the entire Agreement of the parties with respect to its subject matter, and all Agreements, oral or written, entered into prior to this Agreement. No representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written Agreements. This Agreement may not be changed, modified, or rescinded, except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
- 5.07 This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the internal, substantive laws of the State of Arizona. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Coconino. The parties irrevocably consent to jurisdiction and venue in such Court for such purposes and agree not to seek transfer or removal of any action commenced in accordance with the terms of this Paragraph 6.07.
- 5.08 If any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect.
- 5.09 Failure of any party to exercise any right, remedy, or option arising out of a breach of this Agreement shall not be deemed a waiver of any right, remedy, or option with respect to any subsequent or different breach, or the continuance of any existing breach.
- 5.10 The captions and paragraph headings used in this Agreement are for convenience and reference only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement. When used herein, the terms “include” or “including” shall mean without limitation by reason of the enumeration. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require. The term “person” shall include an individual, corporation, partnership, trust, estate, or any other entity. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday in the State of Arizona, then the duration of such time period shall be extended so that it shall

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end on the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona.

6 CUSTOMER'S WARRANTIES

6.01 Customer represents and warranties that the person executing this Agreement has the authority to bind the Customer and that this transaction has been duly authorized by Customer.

6.02 Customer represents and warranties that all of the information and data submitted by Customer in its application as well as that attached to this Agreement as Exhibits is, to the best of Customer's knowledge, true and accurate.

7. EXECUTION AND EFFECTIVE DATE

This Agreement has been executed by the duly authorized representatives of the parties, and shall be effective as of the date signed by PUE.

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CUSTOMER

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Phil Faulk

Name: \_\_\_\_\_

Title: Eng. Tech / Estimator

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Prepared by: Phil Faulk

Mailing Address: \_\_\_\_\_

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