

or negligent acts or omissions of Grantee. C. City's facilities and the installation and maintenance thereof must comply with the applicable requirements of the Occupational Safety and Health Act, the National Electrical Safety Code, and all other applicable rules and regulations as amended. If City does not comply with all applicable laws, ordinances and regulations, or if City's facilities create an immediate safety hazard, Grantee retains the right to remove or correct City's facilities at City's expense; D. City's facilities and the installation and maintenance thereof must not cause Grantee's facilities and the installation and maintenance thereof to be out of compliance with all applicable requirements of the Occupational Safety and Health Act and the National Electrical Safety Code and all other applicable rules and regulations as amended. If City does not comply with all applicable laws, ordinances and regulations, or if City's facilities create an immediate safety hazard, Grantee retains the right to remove or correct City's facilities at City's expense; E. City's use of its facilities shall not interfere with Grantee's use of Grantee's facilities, and; F. City shall be responsible for any

incremental costs incurred by Grantee as a result of City's use of Grantee's facilities.

Section 13. -- No Third Party Beneficiaries:

There are no third party beneficiaries to this Franchise agreement between City and Grantee.

Section 14. -- Voter Approval Required:

This Franchise is subject to the approval of the electors of City. Grantee shall pay all of the costs incurred in conducting the franchise election, except that, if one or more additional propositions are presented to the electors at such election, Grantee shall pay only that portion of City's election expense determined by dividing all of City's expenses by the number of issues presented on the ballot.

Section 15. -- Notices:

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or

registered mail, return receipt requested, postage prepaid, addressed as follows:

A. To City:

City of Winslow
Attn: City Clerk
102 E. Third Street.
Winslow, AZ 85004

B. To Arizona Public Service:

Arizona Public Service Company
Office of the Corporate Secretary
400 N 5th Street, Mail Station 8602
Phoenix, Arizona 85004

Section 16. -- Adoption:

We, the undersigned, have adopted this document on the dates written below in accordance with the results of the City of Winslow election on November 3, 2026.

CITY OF WINSLOW
By/s/Roberta "Birdie" Cano, Mayor
On behalf of the City of Winslow
Date:

ARIZONA PUBLIC SERVICE COMPANY,
An Arizona Corporation
By/s/Tony J. Tewelis, APS Sr. Vice President Transmission & Distribution Operations
On behalf of Arizona Public Service Co.
Date:

ATTEST:

/s/Suzy Wetzel, City Clerk

APPROVED AS TO FORM:

/s/Matt Schimo, Pierce Coleman

**EXHIBIT B
TO
RESOLUTION
NO. 1992**

[Form of Official Ballot]

**PROPOSITION
NO. 450**

OFFICIAL TITLE

SHALL A FRANCHISE BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION, TO CONSTRUCT, MAINTAIN AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE CITY OF WINSLOW, ARIZONA, AND FUTURE ADDITIONS THERETO, IN ACCORDANCE WITH THE AGREEMENT SUBMITTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF WINSLOW, ARIZONA, TO THE QUALIFIED ELECTORS OF SAID CITY?

DESCRIPTIVE TITLE

SHALL THE PROPOSED FRANCHISE FOR A PERIOD OF 25 YEARS BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY FOR ELECTRICAL TRANSMISSION AND DISTRIBUTION FACILITIES IN THE CITY RIGHTS-OF-WAY WITHIN THE CITY OF WINSLOW, ARIZONA?

A "yes" vote shall have the effect of granting a twenty-five (25) year franchise to Arizona Public Service Company for the use of City rights-of-way to provide electrical transmission and distribution facilities within the City of Winslow.

YES _____

A "no" vote shall have the effect of not granting a twenty-five (25) year franchise to Arizona Public Service Company for the use of City rights-of-way to provide electrical transmission and distribution facilities within the City of Winslow.

NO _____

TAGLINE TEXT:

Shall the City of Winslow grant a twenty-five (25) year franchise to Arizona Public Service Company for the construction, maintenance and operation of electric transmission and distribution facilities within City rights-of-way?

TO LISTEN TO THE NAVAJO & HOPI TRANSLATION, PLEASE VISIT THE FOLLOWING LINK: <https://www.winslowaz.gov/page/cityclerk-elections>