

**ELECTRICAL TRANSMISSION AND DISTRIBUTION EQUIPMENT
AND SERVICING INVENTORY**

**GREENHOUSE GAS REPORTING PROGRAM
DESIGNATED REPRESENTATIVE AGREEMENT**

AMONG

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES

NEVADA POWER COMPANY (d/b/a NV Energy)

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

AND

SOUTHERN CALIFORNIA EDISON COMPANY

Dated: February 6, 2013

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**ELECTRICAL TRANSMISSION AND DISTRIBUTION EQUIPMENT
AND SERVICING INVENTORY
GREENHOUSE GAS REPORTING PROGRAM
DESIGNATED REPRESENTATIVE AGREEMENT**

This Electrical Transmission and Distribution Equipment and Servicing Inventory Greenhouse Gas Reporting Program Designated Representative Agreement (this "Agreement") is entered into by and between Department of Water and Power of the City of Los Angeles, a department organized and existing under the charter of the City of Los Angeles, a municipal corporation of the State of California ("LADWP"); Nevada Power Company d/b/a NV Energy, a Nevada corporation ("NPC"); Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"); and Southern California Edison Company, a California corporation ("SCE"); (collectively, the "Participants" and individually, a "Participant").

RECITALS

This Agreement is made with reference to the following facts:

- A. Pursuant to Section 114 of the Clean Air Act (codified at 42 U.S.C. § 7414), the United States Environmental Protection Agency ("EPA") promulgated mandatory greenhouse gas reporting requirements ("GHG Reporting Requirements") for owners and operators of facilities that directly emit greenhouse gases. These GHG Reporting Requirements are codified at 40 C.F.R. Part 98. For purposes of this Agreement, the GHG Reporting Requirements shall include any amendments to the GHG Reporting Requirements made after the effective date of this Agreement.
- B. SCE owns, services, or maintains an electrical power system comprised of electric transmission and distribution equipment insulated with or containing sulfur hexafluoride ("SF₆"), such equipment hereinafter collectively referred to as the "T&D Equipment." The T&D Equipment (i) is linked through electric power transmission or distribution lines and functions as an integrated unit that is owned, serviced, or maintained by SCE; (ii) is located between the points at which electric energy is obtained from electricity generating units and the points at which customers receives the electric energy; and (iii) includes servicing inventory for the equipment listed in (i) and (ii) above, which contains SF₆. Pursuant to 40 C.F.R. § 98.308, the T&D Equipment qualifies as a "facility" subject to the GHG Reporting Requirements.
- C. Pursuant to 40 C.F.R. § 98.4, each facility subject to the GHG Reporting Requirements must have a single designated representative who binds the owner and operator of the facility in matters pertaining to the GHG Reporting Requirements and who is responsible for certifying, signing, and submitting GHG emissions reports and any other necessary submissions under the GHG Reporting Requirements. Each facility may also have one alternate designated representative who may act on behalf of the designated representative when the designated representative is unavailable.

- D. The Participants are parties to certain existing Participation Agreements (defined below) governing the ownership and operation of the T&D Equipment.
- E. The Participants, each co-owners, or owners of different T&D Equipment located at different transmission and distribution facilities under the operational control of SCE, desire to enter into an Electrical Transmission and Distribution Equipment and Servicing Inventory Greenhouse Gas Reporting Program Designated Representative Agreement to (i) establish the procedures for the appointment and removal of a designated representative for the T&D Equipment under the operational control of SCE with respect to the GHG Reporting Requirements (“Designated Representative”) and an alternate designated representative for the T&D Equipment with respect to the GHG Reporting Requirements (“Alternate Designated Representative”); (ii) establish procedures for, and provide for certain matters relating to, the Designated Representative’s and the Alternate Designated Representative’s performance of his or her duties; (iii) establish procedures to ensure compliance with the GHG Reporting Requirements as they relate to the relevant T&D Equipment; and (iv) pursuant to Section 16 hereof, keep up to date a list of the facilities subject hereto.

AGREEMENT

The Parties, for and in consideration of the mutual covenants expressed herein, agree as follows:

1. INCORPORATION OF RECITALS

The Recitals set forth in Paragraphs A through E above and the exhibits attached to this Agreement are incorporated here by this reference as if fully set forth and are acknowledged and agreed to by the Parties.

2. EFFECTIVE DATE AND TERM

This Agreement shall be effective and enforceable as of the date it has been executed by all of the Parties.

3. DEFINITIONS

As used herein, the following terms shall have the meanings specified:

All capitalized terms used throughout this Agreement not otherwise defined herein shall have the same meanings as given to them in the Participation Agreements (as defined below). As used herein, the following terms shall have the meanings specified:

- 3.1. **Alternate Designated Representative:** An employee of SCE or another Participant, as selected in accordance with Section 5 of this Agreement, who is secondly responsible for certifying, signing, and submitting the GHG emissions reports and related documents for any T&D Equipment subject to this Agreement and 40

C.F.R. Part 98 in the event that the Designated Representative has been deemed to be unavailable.

- 3.2. Designated Representative: An employee of SCE or another Participant, as selected in accordance with Section 4 of this Agreement, who is primarily responsible for certifying, signing, and submitting the GHG emissions reports and related documents for any T&D Equipment subject to this Agreement and 40 C.F.R. Part 98.
- 3.3. Participation Agreements:

Facility	Date	Agreement
Eldorado System (including Mohave Switchyard)	Dec. 20, 1967	Eldorado System Conveyance and Co-Tenancy Agreement Between LADWP, NPC, SRP, and SCE
	Dec. 16, 1969	Amended Eldorado System Operating Agreement Among LADWP, NPC, SRP, and SCE

3.4. Willful Act(s):

- 3.4.1 Any act or omission, or series of acts or omissions, that have been found in a final adjudication by a state or federal court of competent jurisdiction to have been taken with the intent of inflicting harm to others, or taken in reckless disregard for the health and safety of others; or
- 3.4.2 Any act or omission, or series of acts or omissions, that involved the knowing and willful violation of a valid order of a state or federal court of competent jurisdiction, or state or federal regulatory body having authority to issue such order, but only to the extent such order was either issued in a proceeding to which the person alleged to have committed the Willful Act(s) was a party or was served personally.

The term "Willful Act" shall not include any involuntary, accidental, or negligent act or omission by the Designated Representative or the Alternate Designated Representative.

- 3.5. Work Liability: Liability of the Designated Representative or Alternate Designated Representative for damage suffered by anyone other than a Participant (whether or not resulting from the negligence of the Designated Representative or the Alternate Designated Representative) resulting from the performance or non-performance of his or her duties and responsibilities established in this Agreement.

4. **APPOINTMENT AND DUTIES OF DESIGNATED REPRESENTATIVE**

- 4.1. With respect to all appointments of a Designated Representative, SCE shall provide the name of the proposed Designated Representative and provide the name to the Parties. SCE shall designate and appoint the individual to become Designated Representative. Upon such individual accepting the Designated Representative designation and appointment, the appointment shall become effective and such individual shall become the Designated Representative and shall file with EPA a completed certificate of representation in accordance with 40 C.F.R. § 98.4, setting forth the required information with respect to the Designated Representative.
- 4.2. The Designated Representative so appointed by SCE shall be authorized to carry out the duties of the Designated Representative as provided in this Agreement and by law. In the event of a change in the Designated Representative, each new Designated Representative shall timely file a superseding certificate of representation with EPA. Notwithstanding any change in the identity of the Designated Representative, any submissions, actions, and inactions by the previous Designated Representative prior to the time and date when EPA receives the superseding certificate of representation shall be binding on the new Designated Representative and on the Participants.
- 4.3. Each Designated Representative shall acknowledge his or her acceptance of his or her appointment as the Designated Representative and agreement to be bound by the terms of this Agreement and be a party to this Agreement by executing an Acknowledgment of Appointment in the form attached hereto as **Exhibit "A"** ("Acknowledgment").
- 4.4. Acceptance by the Designated Representative of his or her appointment, as evidenced by execution of the Acknowledgment, constitutes the Designated Representative's agreement to perform all of the duties of a Designated Representative specified in or, in the exercise of the Designated Representative's reasonable discretion, implied under the GHG Reporting Requirements or this Agreement, and to comply with all applicable requirements of this Agreement and the GHG Reporting Requirements, including the execution, compliance, and filing with EPA of a certificate of representation in compliance with all requirements of 40 C.F.R. § 98.4.
- 4.5. The Participants, individually and for its respective T&D Equipment ascribed in Section 3.3 and Exhibit C, hereby authorize the Designated Representative to perform all of the duties of a designated representative required by, and as necessary to comply with, this Agreement and the GHG Reporting Requirements.
- 4.6. The Participants acknowledge, understand, and agree that the Designated Representative shall represent and legally bind each Participant by his or her actions, inactions, or submissions, pursuant to the GHG Reporting Requirements set forth in 40 C.F.R. Part 98, and that the Participants shall be bound by any order issued to the Designated Representative by EPA or a court relating to the GHG Reporting Requirements as it relates to their respective T&D Equipment.

- 4.7. Each of the Participants shall cooperate fully with the Designated Representative in all efforts pertaining to the relevant T&D Equipment in which such Participant owns an interest to achieve compliance with the GHG Reporting Requirements and, subject to the provisions and procedures of this Agreement and the applicable Participation Agreement(s), shall not interfere with the Designated Representative's execution of his or her duties under the GHG Reporting Requirements and this Agreement subject to Section 7 hereof.
- 4.8. The Designated Representative shall not, solely by virtue of this Agreement, or by appointment as Designated Representative, be responsible for the operation of the T&D Equipment, for the design, construction, or operation of any pollution control equipment, for the operation or maintenance of emissions monitors, or for the implementation of any specific compliance plans related to the T&D Equipment. Such matters shall remain the responsibility of SCE. This Agreement shall not, however, release or absolve the Designated Representative or Alternate Designated Representative from liability when acting in his or her capacity as an employee of SCE and performing his or her operating functions.
- 4.9. The Designated Representative and Alternate Designated Representative shall not at the same time be unavailable to fulfill the Designated Representative functions. The Designated Representative shall give SCE at least 30 days prior written notice of the Designated Representative's intent to resign as the Designated Representative.
- 4.10. If the Designated Representative is an employee of a Participant, he or she shall not use his or her position as Designated Representative to the advantage of his or her employer.

5. **APPOINTMENT AND DUTIES OF ALTERNATE DESIGNATED REPRESENTATIVE**

- 5.1. With respect to all appointments of an Alternate Designated Representative, SCE shall provide the name of the proposed Alternate Designated Representative to the Parties, subject to Section 6.1, SCE shall designate and appoint the individual to become Alternate Designated Representative. Upon such individual accepting the Alternate Designated Representative designation and appointment, the appointment shall become effective and such individual shall become the Alternate Designated Representative and shall file with EPA a completed certificate of representation in accordance with 40 C.F.R. § 98.4, setting forth the required information with respect to the Alternate Designated Representative.
- 5.2. The Alternate Designated Representative so appointed by SCE shall act in lieu of the Designated Representative during any period when the Designated Representative is unavailable. SCE shall determine in its sole discretion when the Designated Representative is deemed to be unavailable. The unavailability of the Designated Representative shall be determined in the following manner:

- 5.2.1 A period of time during which the Designated Representative is deemed unavailable shall begin with SCE's notification to the Designated Representative and the Alternate Designated Representative that the Designated Representative is unavailable (which notification may be made verbally but which notification shall be delivered to the Designated Representative and the Alternate Designated Representative in writing no later than 48 hours after such verbal notification), and shall cease upon SCE's notification to the Designated Representative and the Alternate Designated Representative that the Designated Representative is available (which notification may be made verbally but which notification shall be delivered to the Designated Representative and the Alternate Designated Representative in writing no later than 48 hours after such verbal notification).
- 5.2.2 Notwithstanding Subsection 5.2.1 above, SCE may establish (and at any time amend) a policy under which for purposes of certain duties the Designated Representative shall be presumed to be unavailable (and the Alternate Designated Representative authorized to act in his or her stead); provided that no such policy or amendment thereto shall be effective until a copy of any such policy or amendment has been received and approved in writing by the Designated Representative and the Alternate Designated Representative. SCE may vary any such policy on a case-by-case basis by notifying the Designated Representative and the Alternate Designated Representative in a manner that is consistent with the notification provisions of Subsection 5.2.1 above.
- 5.3. In the event of a change in the Alternate Designated Representative, the Designated Representative shall file a superseding certificate of representation with EPA. Notwithstanding any change in the identity of the Alternate Designated Representative, any submissions, actions, and inactions by the previous Alternate Designated Representative prior to the time and date when EPA receives the superseding certificate of representation shall be binding on the new Alternate Designated Representative and on the Participants.
- 5.4. Each Alternate Designated Representative shall acknowledge his or her acceptance of his or her appointment as the Alternate Designated Representative and agreement to be bound by the terms of this Agreement and be a party to the Agreement by executing an Acknowledgment.
- 5.5. Acceptance by the Alternate Designated Representative of his or her appointment, as evidenced by execution of the Acknowledgment, constitutes the Alternate Designated Representative's agreement to perform all of the duties of an Alternate Designated Representative specified in or, in the exercise of the Alternate Designated Representative's reasonable discretion, implied under the GHG Reporting Requirements or this Agreement, and to comply with all applicable requirements of this Agreement and the GHG Reporting Requirements, including the execution, compliance, and filing with EPA of a certificate of representation in compliance with all requirements of 40 C.F.R. § 98.4.

- 5.6. The Alternate Designated Representative and the Designated Representative shall not at the same time be unavailable to fulfill the Designated Representative functions. The Alternate Designated Representative shall give SCE at least 30 days prior written notice of the Alternate Designated Representative's intent to resign as an Alternate Designated Representative.
- 5.7. Unless expressly provided to the contrary, wherever the term "Designated Representative" is used in this Agreement, it shall be deemed to include the Alternate Designated Representative during any period of time the Designated Representative is unavailable.

6. REMOVAL, REPLACEMENT, OR TERMINATION OF DESIGNATED REPRESENTATIVE OR ALTERNATE DESIGNATED REPRESENTATIVE

- 6.1. SCE shall promptly notify the other Participants of the proposed appointment of a new Designated Representative or Alternate Designated Representative. The Participants shall have five business days after receipt of such notice to submit any comments or objections to SCE's proposed appointment. SCE shall consider and respond to the Participants' comments or objections in good faith.
- 6.2. Subject to Sections 6.1 and 6.4 hereof and the other terms and conditions of this Agreement, SCE shall have the authority in its sole discretion to remove, replace, or terminate the Designated Representative or Alternate Designated Representative for the T&D Equipment.
- 6.3. The Participants recognize and affirm that the Designated Representative and Alternate Designated Representative may, at their individual options, resign their respective roles as Designated Representative or Alternate Designated Representative, as the case may be, upon 30 days advance written notice to the Participants.
- 6.4. Any removal, replacement, resignation, or termination of the Designated Representative or Alternate Designated Representative shall be done in such a manner to ensure compliance with the GHG Reporting Requirements and the terms and conditions of this Agreement.
- 6.5. In the event of the removal, resignation, or termination of the Designated Representative or Alternate Designated Representative, pursuant to Section 6.2, 6.3, or 6.4 above or otherwise, a new Designated Representative, or new Alternate Designated Representative, as the case may be, shall be selected and, subject to Section 6.1 hereof, appointed immediately in accordance with Section 4 or 5 hereof, whichever is applicable.
- 6.6. In the event of the removal, resignation, or termination of the Designated Representative, the Alternate Designated Representative shall serve as Designated Representative until a new Designated Representative has been selected and appointed by SCE and has accepted his or her appointment in accordance with Section 4 hereof.

- 6.7. The removal, replacement, resignation, or termination of the Designated Representative or Alternate Designated Representative shall not affect the protections provided to the Designated Representative and Alternate Designated Representative for actions taken by the Designated Representative or Alternate Designated Representative prior to the date of removal, replacement, resignation, or termination.

7. LIABILITY

- 7.1. Except as provided in Section 7.2 below, the costs and expenses of discharging all Work Liability arising out of the performance or non-performance of the duties pursuant to this Agreement related directly to the T&D Equipment imposed upon the Designated Representative or the Alternate Designated Representative for which payment is not made by insurance shall be paid by the Participants and apportioned between the Participants in accordance with ownership interests as set forth in the applicable Participation Agreement(s).
- 7.2. Subject to the limitations herein, the Designated Representative and Alternate Designated Representative shall be responsible for any damage, loss, claim, cost, charge, or expense that results from their own Willful Acts, and they shall indemnify and hold harmless the Participants, their directors, officers, and employees from any such damage, loss, claim, cost, charge, or expense. The liability of the Designated Representative or Alternate Designated Representative for damages, losses, claims, costs, charges, or expenses for Willful Acts shall not exceed \$25,000 per Willful Act, and the Participants extend to the Designated Representative and the Alternate Designated Representative their respective covenants not to execute, levy, or otherwise enforce a judgment obtained against either of them for any such aggregate liability in excess of \$25,000 per Willful Act.
- 7.3. A claim by a Participant based on a Willful Act must be perfected by filing such claim within three years after the Willful Act occurs, and such claimant may seek either injunctive relief or remuneration or both; provided, however, that such limitation is not deemed a waiver of any rights available to any Participant under Cal. Civil Proc. Code Section 337 or any successor statute. All claims made thereafter relating to the same Willful Acts shall be barred by this Section 7.3.
- 7.4. The amount of any funds paid by the Participants, or any of them, to discharge any Work Liability imposed upon either the Designated Representative or the Alternate Designated Representative pursuant to this Section 7 shall be reduced by the excess of (1) the proceeds of any insurance policy of which such Designated Representative or Alternate Designated Representative is the beneficiary, which proceeds have been paid to or on behalf of such Designated Representative or Alternate Designated Representative with respect to the specific event or action giving rise to the claim of indemnification hereunder, over (2) any unreimbursed or uninsured damage, loss, claim, cost, charge, or expense paid or incurred by such Designated Representative or Alternate Designated Representative in connection with the event or action giving rise to such claim for indemnification (the amount

of such excess shall hereinafter be referred to as the "Excess Recovery"). If such Participants, or any of them, shall advance funds for or on behalf of the Designated Representative or Alternate Designated Representative pursuant to this Section 7, and such Designated Representative or the Alternate Designated Representative shall subsequently receive an Excess Recovery, the Designated Representative or the Alternate Designated Representative, as the case may be, shall promptly refund the amount of such Excess Recovery pro rata to the Participants who have advanced such funds; provided, however, that the amount so refunded to a Participant shall in no event exceed the amount advanced by such Participant.

- 7.5. Except as otherwise expressly provided herein, the provisions of the applicable Participation Agreement(s) governing the liability of the Participants to one another as co-owners of the relevant T&D Equipment shall apply to the liabilities of the Participants to one another under this Agreement.
- 7.6. The provisions of this Section 7 shall survive any termination of the Designated Representative's or the Alternate Designated Representative's duties under this Agreement.

8. **CONTINUANCE OF THIS AGREEMENT AND EFFECT OF CHANGES IN LAW**

If, in the opinion of any Participant or the Designated Representative and Alternate Designated Representative, subsequent rules or amendments to the GHG Reporting Requirements materially alter the duties of the Designated Representative and Alternate Designated Representative, the Participants and the Designated Representative and Alternate Designated Representative may negotiate amendments to this Agreement to conform it to the subsequent rules or amendments. However, any changes in the specific responsibilities of the Designated Representative and Alternate Designated Representative are hereby incorporated by reference herein and, as of the date that the subsequent rules or amendments become effective, the Designated Representative and Alternate Designated Representative shall comply with such rules and amendments until such time as this Agreement is amended.

9. **ACTIONS PENDING RESOLUTION OF DISPUTES**

If a dispute should arise that is not resolved by higher authorities within the Participants' organizations, then, pending the resolution of the dispute by procedures set forth in the Participation Agreements, as defined herein, the Designated Representative and Alternate Designated Representative shall proceed with the performance of his/her duties hereunder in a manner consistent with this Agreement and with generally accepted practice in the electric utility industry.

10. **RECORDS AND AUDITS**

With respect to the T&D Equipment, SCE shall maintain records pursuant to the GHG Reporting Requirements. The appropriate committees established under the Participation

Agreements shall be entitled to review the records and documents to be maintained by SCE pursuant to this Section 10.

11. **ASSIGNMENT BY PARTICIPANTS**

This Agreement shall be freely assignable by the Participants, provided their successors in interest agree in writing to assume and be bound by the terms and conditions of this Agreement. No assignment shall relieve a Participant of any duties, obligations, or liabilities accruing hereunder prior to the date of such assignment.

12. **SEVERABILITY**

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

13. **WAIVER**

The waiver by any Participant of any breach of any term, covenant, condition, or agreement contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver of any other breach or default of the same or of any other term, covenant, condition, agreement, or obligation.

14. **APPLICABLE LAW AND JURISDICTION**

14.1. Except to the extent federal law as evidenced in EPA's GHG Reporting Requirements is applicable, the rights and obligations of the Parties arising out of this Agreement shall be governed in all respects by the laws of the State of Nevada.

14.2. All actions and proceedings arising under this Agreement shall, to the extent litigation is permitted by this Agreement, be litigated in courts located in the State of Nevada.

15. **NOTICES**

Any notice, demand, or request provided for in this Agreement to be delivered among the Participants shall be deemed properly served, given, or made if delivered in accordance with the notice provisions of the appropriate Participation Agreements (as set forth in Section 4.1 hereof). Any such notice, demand, or request for the Designated Representative or Alternate Designated Representative from the Participants, or for the Participants from the Designated Representative or Alternate Designated Representative, shall be deemed properly served, given, or made as provided in **Exhibit "B"** attached hereto, which exhibit may be revised by SCE to reflect changes made pursuant to Sections 4, 5, and 6 of this Agreement. Any document, information, or correspondence to be

delivered to EPA shall be served or submitted by transmitting it to the person specified in accordance with the applicable regulation:

- (1) in person;
- (2) by United States Postal Service certified mail with the official postmark; or
- (3) by other means with an equivalent time and date mark used in the regular course of business to indicate the date of dispatch or transmission and a record of prompt delivery.

16. **FACILITIES**

Attached hereto as **Exhibit "C"** is a list of transmission and distribution facilities subject to this Agreement, which list may be modified from time to time by SCE; provided, however, any such modification shall not be an amendment of this Agreement but shall require the prior written consent of the other Parties.

17. **INTENDED PARTIES**

The Participants intend that each of the Designated Representative and the Alternate Designated Representative shall, by and effective as of the execution of his or her Acknowledgment, become and be a party to this Agreement with the same effect as if the Designated Representative and Alternate Designated Representative executed their Agreement as of the execution of his or her Acknowledgment.

18. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement among the Parties and supersedes all previous and collateral agreements or understandings with respect to the subject matter hereof; provided, however, that each of the Participation Agreements remains in full force and effect and shall not be deemed amended or otherwise modified by this Agreement. No waiver, alteration, amendment, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties.

19. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of November 27, 2012.

**OF THE CITY OF LOS ANGELES by and
through the BOARD OF WATER AND POWER
COMMISSIONERS OF THE CITY OF LOS
ANGELES**

Execution of this agreement is pursuant to section 604(c) of the Charter of the City of Los Angeles and Los Angeles Administrative Code §10.1.1(a), subject to extension under Section 373 of the Charter of the City of Los Angeles.

Name: Ronald O. Nichols

Title: General Manager

Signed: _____

And

Secretary: _____

NEVADA POWER COMPANY

Name: Patricia Englin

Title: Director, Trans. Policy & Contracts

Signed: Patricia Englin

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By: _____

Title: _____

Signed: _____

**SOUTHERN CALIFORNIA EDISON
COMPANY**

Name: _____

Title: _____

COMMISSIONERS OF THE CITY OF LOS ANGELES

Execution of this agreement is pursuant to section 604(c) of the Charter of the City of Los Angeles and Los Angeles Administrative Code §10.1.1(a), subject to extension under Section 373 of the Charter of the City of Los Angeles.

Name: Ronald O. Nichols

Title: General Manager

Signed: _____

And

Secretary: _____

NEVADA POWER COMPANY

Name: _____

Title: _____

Signed: _____

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: JOHN T. UNDERHILL

Title: SR. DIR. SYSTEM OPERATIONS

Signed: J. T. Underhill

SOUTHERN CALIFORNIA EDISON COMPANY

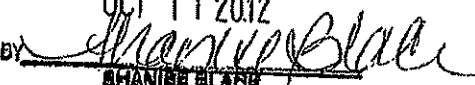
Name: _____

Title: _____

Signed: _____

**DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES by and
through the BOARD OF WATER AND POWER
COMMISSIONERS OF THE CITY OF LOS
ANGELES**

APPROVED AS TO FORM AND LEGALITY
CARMEN A. TRUTANICH, CITY ATTORNEY

OCT 11 2012
BY 
SHANISE BLASER
DEPUTY CITY ATTORNEY

Execution of this agreement is pursuant to section 604(c) of the Charter of the City of Los Angeles and Los Angeles Administrative Code §10.1.1(a), subject to extension under Section 373 of the Charter of the City of Los Angeles.

Name: Ronald O. Nichols

Title: General Manager

Signed: 

NEVADA POWER COMPANY

Name: _____

Title: _____

Signed: _____

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By: _____

Title: _____

Signed: _____

**DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES by and
through the BOARD OF WATER AND POWER
COMMISSIONERS OF THE CITY OF LOS
ANGELES**

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Name: Ronald O. Nichols

Title: General Manager

Signed: _____

And

Secretary: _____

NEVADA POWER COMPANY

Name: _____

Title: _____

Signed: _____

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

By: _____

Title: _____

Signed: _____

**SOUTHERN CALIFORNIA EDISON
COMPANY**

Name: DAVID L. MEAD

Title: SVP Trans & Distribution

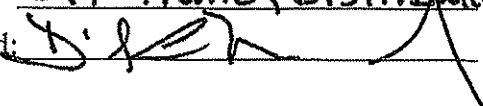
Signed: 

EXHIBIT "A"

ACKNOWLEDGMENT OF APPOINTMENT FORM

Effective on the date set forth below, Frank Tavakoli acknowledges that (i) he or she has read the Electrical Transmission and Distribution Equipment and Servicing Inventory Greenhouse Gas Reporting Program Designated Representative Agreement dated as of August __, 2012 ("Agreement"), which Agreement is incorporated herein by reference; (ii) he or she has accepted appointment as the Designated Representative or Alternate Designated Representative, as indicated by his or her initials in the applicable space below for the purposes of the GHG Reporting Requirements as such program requirements apply to the T&D Equipment; and (iii) he or she agrees to be bound by the terms of the Agreement and to be a party to the Agreement and to perform the duties and responsibilities of the Designated Representative or Alternate Designated Representative as so indicated, which duties and responsibilities are specified in or reasonably implied under the GHG Reporting Requirements and the Agreement.

Dated this 20 day of November, 2012.

[Initial one of the two spaces below, as applicable]

FT

Designated Representative

OR

Alternate Designated Representative

Name: Frank Tavakoli

Signature: Frank Tavakoli

EXHIBIT "B"

NOTICE PROVISIONS

For the purpose of providing notices to the Participants and Designated Representative and the Alternate Designated Representative under the Electrical Transmission and Distribution Equipment and Servicing Inventory Greenhouse Gas Reporting Program Designated Representative Agreement, the following individuals are identified:

DESIGNATED REPRESENTATIVE:

Frank Tavakoli
Technical Specialist
Corporate Environmental Services
Southern California Edison
1218 S. 5th Avenue
Monrovia, CA 91016

ALTERNATE DESIGNATED REPRESENTATIVE:

OWNERS:

To their respective representatives.

EXHIBIT "C"

FACILITY

Facility	Owners or Co-Owners of SF₆-Containing Equipment
Eldorado System	Los Angeles Department of Water & Power Nevada Power Company (d/b/a NV Energy) Salt River Project Agricultural Improvement & Power District Southern California Edison Company

**ELECTRICAL TRANSMISSION AND DISTRIBUTION EQUIPMENT
AND SERVICING INVENTORY
GREENHOUSE GAS REPORTING PROGRAM
DESIGNATED REPRESENTATIVE AGREEMENT
AMONG
ARIZONA PUBLIC SERVICE COMPANY
DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES
EL PASO ELECTRIC COMPANY
IMPERIAL IRRIGATION DISTRICT
NEVADA POWER COMPANY
PUBLIC SERVICE COMPANY OF NEW MEXICO
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND
POWER DISTRICT
SAN DIEGO GAS AND ELECTRIC COMPANY
SOUTHERN CALIFORNIA EDISON COMPANY
TUCSON ELECTRIC POWER COMPANY
AND
UNITED STATES OF AMERICA**

Dated: July 16, 2012

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Exhibit "A": Acknowledgment of Appointment Form
Exhibit "B": Notice Provisions
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**ELECTRICAL TRANSMISSION AND DISTRIBUTION EQUIPMENT
AND SERVICING INVENTORY
GREENHOUSE GAS REPORTING PROGRAM
DESIGNATED REPRESENTATIVE AGREEMENT**

This Electrical Transmission and Distribution Equipment and Servicing Inventory Greenhouse Gas Reporting Program Designated Representative Agreement (this "Agreement") is entered into by and between Arizona Public Service Company, an Arizona corporation ("APS"); Department of Water and Power of the City of Los Angeles, a department organized and existing under the charter of the City of Los Angeles, a municipal corporation of the State of California ("LADWP"); El Paso Electric Company, a Texas corporation ("EPE"); Imperial Irrigation District, an irrigation district created, organized, and existing under and by virtue of the laws of the State of California ("IID"); Nevada Power Company, a Nevada corporation ("NPC"); Public Service Company of New Mexico, a New Mexico corporation ("PNM"); Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"); San Diego Gas & Electric Company, a California corporation ("SDG&E"); Southern California Edison Company, a California corporation ("SCE"); Tucson Electric Power Company, an Arizona corporation ("TEP"); and the United States of America, acting through the Secretary of the Interior (collectively, the "Participants" and individually, a "Participant"). The Participants may from time to time hereinafter collectively be referred to as the "Parties" and individually as a "Party."

RECITALS

This Agreement is made with reference to the following facts:

- A. Pursuant to Section 114 of the Clean Air Act (codified at 42 U.S.C. § 7414), the United States Environmental Protection Agency ("EPA") promulgated mandatory greenhouse gas reporting requirements ("GHG Reporting Requirements") for owners and operators of facilities that directly emit greenhouse gases. These GHG Reporting Requirements are codified at 40 C.F.R. Part 98. For purposes of this Agreement, the GHG Reporting Requirements shall include any amendments to the GHG Reporting Requirements made after the effective date of this Agreement.
- B. APS owns, services, or maintains an electrical power system comprised of electric transmission and distribution equipment insulated with or containing sulfur hexafluoride ("SF₆"); such equipment hereinafter collectively referred to as the "T&D Equipment." The T&D Equipment (i) is linked through electric power transmission or distribution lines and functions as an integrated unit that is owned, serviced, or maintained by APS; (ii) is located between the points at which electric energy is obtained from electricity generating units and the points at which customers receives the electric energy; and (iii) includes servicing inventory for the equipment listed in (i) and (ii) above, which contains SF₆. Pursuant to 40 C.F.R. § 98.308, the T&D Equipment qualifies as a "facility" subject to the GHG Reporting Requirements.
- C. Pursuant to 40 C.F.R. § 98.4, each facility subject to the GHG Reporting Requirements must have a single designated representative who binds the owner and operator of the

facility in matters pertaining to the GHG Reporting Requirements and who is responsible for certifying, signing, and submitting GHG emissions reports and any other necessary submissions under the GHG Reporting Requirements. Each facility may also have one alternate designated representative who may act on behalf of the designated representative when the designated representative is unavailable.

- D. The Participants are parties to certain existing Participation Agreements (defined below) governing the ownership and operation of the T&D Equipment.
- E. The Participants, each owners of different T&D Equipment located at different transmission and distribution facilities under the operational control of APS, desire to enter into an Electrical Transmission and Distribution Equipment and Servicing Inventory Greenhouse Gas Reporting Program Designated Representative Agreement to (i) establish the procedures for the appointment and removal of a designated representative for the T&D Equipment under the operational control of APS with respect to the GHG Reporting Requirements ("Designated Representative") and an alternate designated representative for the T&D Equipment with respect to the GHG Reporting Requirements ("Alternate Designated Representative"); (ii) establish procedures for, and provide for certain matters relating to, the Designated Representative's and the Alternate Designated Representative's performance of his or her duties; (iii) establish procedures to ensure compliance with the GHG Reporting Requirements as they relate to the relevant T&D Equipment; and (iv) pursuant to Section 16 hereof, create and keep up to date a list of the facilities subject hereto.

AGREEMENT

The Parties, for and in consideration of the mutual covenants expressed herein, agree as follows:

1. INCORPORATION OF RECITALS

The Recitals set forth in Paragraphs A through E above and the exhibits attached to this Agreement are incorporated here by this reference as if fully set forth and are acknowledged and agreed to by the Parties.

2. EFFECTIVE DATE

This Agreement shall be effective and enforceable as of the date it has been executed by all of the Parties.

3. DEFINITIONS

As used herein, the following terms shall have the meanings specified:

All capitalized terms used throughout this Agreement not otherwise defined herein shall have the same meanings as given to them in the Participation Agreements (as defined below). As used herein, the following terms shall have the meanings specified:

- 3.1. Alternate Designated Representative: An employee of APS or another Participant, as selected in accordance with Section 5 of this Agreement, who is secondly responsible for certifying, signing, and submitting the GHG emissions reports and related documents for any T&D Equipment subject to this Agreement and 40 C.F.R. Part 98 in the event that the Designated Representative has been deemed to be unavailable.
- 3.2. Designated Representative: An employee of APS or another Participant, as selected in accordance with Section 4 of this Agreement, who is primarily responsible for certifying, signing, and submitting the GHG emissions reports and related documents for any T&D Equipment subject to this Agreement and 40 C.F.R. Part 98.
- 3.3. Participation Agreements:
 - 3.3.1 Four Corners Project Operating Agreement between APS; EPE; PNM; SRP; SCE; and TEP dated March 1, 1967, as amended;
 - 3.3.2 230 kV Switchyard Agreement between APS; PNM; and SRP dated May 23, 1969, as amended;
 - 3.3.3 Navajo Project Southern Transmission System Operating Agreement among the United States of America, acting through the Secretary of the Interior; APS; LADWP; NPC; SRP; and TEP dated July 23, 1979, as amended;
 - 3.3.4 Arizona Transmission System Participation Agreement among APS and SDG&E dated June 24, 1981, as amended, and Amendment No. 1 to the Arizona Transmission System Participation Agreement among APS; SDG&E; and IID dated January 22, 1985, as amended (adding IID as a party to the Arizona Transmission System Participation Agreement; and
 - 3.3.5 Morgan-Pinnacle Peak 500 kV Project Participation Agreement between SRP and APS dated December 23, 2009.
- 3.4. Willful Act(s):
 - 3.4.1 Any act or omission, or series of acts or omissions, that have been found in a final adjudication by a state or federal court of competent jurisdiction to have been taken with the intent of inflicting harm to others, or taken in reckless disregard for the health and safety of others; or
 - 3.4.2 Any adjudicated act of embezzlement or wrongful misappropriation of allowances or funds or any act or omission, or series of acts or omissions, that involved the knowing and willful violation of a valid order of a state or federal court of competent jurisdiction, or state or federal regulatory body having authority to issue such order, or final arbitration award, but only to the extent such order or award was either issued in a proceeding to which

the person alleged to have committed the Willful Act(s) was a party or was served personally.

The term "Willful Act" shall not include any involuntary, accidental, or negligent act or omission by the Designated Representative or the Alternate Designated Representative.

- 3.5. Work Liability: Liability of the Designated Representative or Alternate Designated Representative for damage suffered by anyone other than a Participant (whether or not resulting from the negligence of the Designated Representative or the Alternate Designated Representative) resulting from the performance or non-performance of his or her duties and responsibilities established in this Agreement.

4. APPOINTMENT AND DUTIES OF DESIGNATED REPRESENTATIVE

- 4.1. With respect to all appointments of a Designated Representative, APS shall provide the name of the proposed Designated Representative and provide the name to the Transmission Engineering and Operating Committee (under the Navajo Project Southern Transmission System Operating Agreement), Operating Committee (under the Arizona Transmission System Participation Agreement), the Engineering and Operating Committee (under the Four Corners Project Operating Agreement and the Morgan-Pinnacle Peak 500 kV Project Participation Agreement), and the Administration Committee (under the 230 kV Switchyard Agreement) pursuant to Section 6.1 hereof and, subject to Section 6.1, APS shall designate and appoint the individual to become Designated Representative. Upon such individual accepting the Designated Representative designation and appointment, the appointment shall become effective and such individual shall become the Designated Representative and shall timely file with EPA a completed certificate of representation in accordance with 40 C.F.R. § 98.4, setting forth the required information with respect to the Designated Representative.
- 4.2. The Designated Representative so appointed by APS shall be authorized to carry out the duties of the Designated Representative as provided in this Agreement and by law. In the event of a change in the Designated Representative, each new Designated Representative shall timely file a superseding certificate of representation with EPA. Notwithstanding any change in the identity of the Designated Representative, any submissions, actions, and inactions by the previous Designated Representative prior to the time and date when EPA receives the superseding certificate of representation shall be binding on the new Designated Representative and on the Participants.
- 4.3. Each Designated Representative shall acknowledge his or her acceptance of his or her appointment as the Designated Representative and agreement to be bound by the terms of this Agreement and be a party to this Agreement by executing an Acknowledgment of Appointment in the form attached hereto as **Exhibit "A"** ("Acknowledgment").

- 4.4. Acceptance by the Designated Representative of his or her appointment, as evidenced by execution of the Acknowledgment, constitutes the Designated Representative's agreement to perform all of the duties of a Designated Representative specified in or, in the exercise of the Designated Representative's reasonable discretion, implied under the GHG Reporting Requirements or this Agreement, and to comply with all applicable requirements of this Agreement and the GHG Reporting Requirements, including the execution, compliance, and filing with EPA of a certificate of representation in compliance with all requirements of 40 C.F.R. § 98.4.
- 4.5. The Participants hereby authorize the Designated Representative to perform all of the duties of a designated representative required by, and as necessary to comply with, this Agreement and the GHG Reporting Requirements.
- 4.6. The Participants, individually and for its respective T&D Equipment ascribed in Section 3.3 and Exhibit "C" attached hereto, acknowledge, understand, and agree that the Designated Representative shall represent and legally bind each Participant by his or her actions, inactions, or submissions, pursuant to the GHG Reporting Requirements set forth in 40 C.F.R. Part 98, and that the Participants shall be bound by any order issued to the Designated Representative by EPA or a court relating to the GHG Reporting Requirements as it relates to their respective T&D Equipment.
- 4.7. Each of the Participants shall cooperate fully with the Designated Representative in all efforts pertaining to the relevant T&D Equipment in which such Participant owns an interest to achieve compliance with the GHG Reporting Requirements and, subject to the provisions and procedures of this Agreement and the applicable Participation Agreement(s), shall not interfere with the Designated Representative's execution of his or her duties under the GHG Reporting Requirements and this Agreement subject to Section 7 hereof.
- 4.8. The Designated Representative shall not, solely by virtue of this Agreement, or by appointment as Designated Representative, be responsible for the operation of the T&D Equipment, for the design, construction, or operation of any pollution control equipment, for the operation or maintenance of emissions monitors, or for the implementation of any specific compliance plans related to the T&D Equipment. Such matters shall remain the responsibility of the Participants in accordance with the terms of the respective Participation Agreements. This Agreement shall not, however, release or absolve the Designated Representative or Alternate Designated Representative from liability when acting in his or her capacity as an employee of APS and performing his or her operating functions.
- 4.9. The Designated Representative and Alternate Designated Representative shall not at the same time be unavailable to fulfill the Designated Representative functions. The Designated Representative shall give APS at least 30 days prior written notice of the Designated Representative's intent to resign as the Designated Representative. The foregoing sentence notwithstanding, in the event the Designated Representative terminates his or her employment with APS, he or she

shall not be required to give 30 days prior written notice pursuant to this Section 4.9 but shall act in good faith to give as much notice as practicable under the circumstances.

- 4.10. If the Designated Representative is an employee of a Participant, he or she shall not use his or her position as Designated Representative to the advantage of his or her employer.

5. **APPOINTMENT AND DUTIES OF ALTERNATE DESIGNATED REPRESENTATIVE**

- 5.1. With respect to all appointments of an Alternate Designated Representative, APS shall provide the name of the proposed Alternate Designated Representative to the appropriate committees (as set forth in Section 4.1 above) pursuant to Section 6.1 hereof and, subject to Section 6.1, APS shall designate and appoint the individual to become Alternate Designated Representative. Upon such individual accepting the Alternate Designated Representative designation and appointment, the appointment shall become effective and such individual shall become the Alternate Designated Representative and shall timely file with EPA a completed certificate of representation in accordance with 40 C.F.R. § 98.4, setting forth the required information with respect to the Alternate Designated Representative.
- 5.2. The Alternate Designated Representative so appointed by APS shall act in lieu of the Designated Representative during any period when the Designated Representative is unavailable. APS shall determine in its sole discretion when the Designated Representative is deemed to be unavailable. The unavailability of the Designated Representative shall be determined in the following manner:
 - 5.2.1 A period of time during which the Designated Representative is deemed unavailable shall begin with APS's notification to the Designated Representative and the Alternate Designated Representative that the Designated Representative is unavailable (which notification may be made verbally but which notification shall be delivered to the Designated Representative and the Alternate Designated Representative in writing no later than 48 hours after such verbal notification); and shall cease upon APS's notification to the Designated Representative and the Alternate Designated Representative that the Designated Representative is available (which notification may be made verbally but which notification shall be delivered to the Designated Representative and the Alternate Designated Representative in writing no later than 48 hours after such verbal notification).
 - 5.2.2 Notwithstanding Subsection 5.2.1. above, APS may establish (and at any time amend) a policy under which for purposes of certain duties the Designated Representative shall be presumed to be unavailable (and the Alternate Designated Representative authorized to act in his or her stead); provided that no such policy or amendment thereto shall be effective until a copy of any such policy or amendment has been received and approved in

writing by the Designated Representative and the Alternate Designated Representative. APS may vary any such policy on a case-by-case basis by notifying the Designated Representative and the Alternate Designated Representative in a manner that is consistent with the notification provisions of Subsection 5.2.1 above.

- 5.3. In the event of a change in the Alternate Designated Representative, the Designated Representative shall file a superseding certificate of representation with EPA. Notwithstanding any change in the identity of the Alternate Designated Representative, any submissions, actions, and inactions by the previous Alternate Designated Representative prior to the time and date when EPA receives the superseding certificate of representation shall be binding on the new Alternate Designated Representative and on the Participants.
- 5.4. Each Alternate Designated Representative shall acknowledge his or her acceptance of his or her appointment as the Alternate Designated Representative and agreement to be bound by the terms of this Agreement and be a party to the Agreement by executing an Acknowledgment.
- 5.5. Acceptance by the Alternate Designated Representative of his or her appointment, as evidenced by execution of the Acknowledgment, constitutes the Alternate Designated Representative's agreement to perform all of the duties of an Alternate Designated Representative specified in or, in the exercise of the Alternate Designated Representative's reasonable discretion, implied under the GHG Reporting Requirements or this Agreement, and to comply with all applicable requirements of this Agreement and the GHG Reporting Requirements, including the execution, compliance, and filing with EPA of a certificate of representation in compliance with all requirements of 40 C.F.R. § 98.4.
- 5.6. The Alternate Designated Representative and the Designated Representative shall not at the same time be unavailable to fulfill the Designated Representative functions. The Alternate Designated Representative shall give APS at least 30 days prior written notice of the Alternate Designated Representative's intent to resign as an Alternate Designated Representative.
- 5.7. Unless expressly provided to the contrary, wherever the term "Designated Representative" is used in this Agreement, it shall be deemed to include the Alternate Designated Representative during any period of time the Designated Representative is unavailable.

6. REMOVAL, REPLACEMENT, OR TERMINATION OF DESIGNATED REPRESENTATIVE OR ALTERNATE DESIGNATED REPRESENTATIVE

- 6.1. APS shall promptly notify the other Participants of the proposed appointment of a new Designated Representative or Alternate Designated Representative. The Participants shall have five business days after receipt of such notice to submit any comments or objections to APS's proposed appointment. APS shall consider and respond to the Participants' comments or objections in good faith.

- 6.2. Subject to Sections 6.1 and 6.4 hereof and the other terms and conditions of this Agreement, APS shall have the authority in its sole discretion to remove, replace, or terminate the Designated Representative or Alternate Designated Representative for the T&D Equipment.
- 6.3. The Participants recognize and affirm that the Designated Representative and Alternate Designated Representative may, at their individual options, resign their respective roles as Designated Representative or Alternate Designated Representative, as the case may be, upon 30 days advance written notice to the Participants.
- 6.4. Any removal, replacement, resignation, or termination of the Designated Representative or Alternate Designated Representative shall be done in such a manner to ensure compliance with the GHG Reporting Requirements and the terms and conditions of this Agreement.
- 6.5. In the event of the removal, resignation, or termination of the Designated Representative or Alternate Designated Representative, pursuant to Section 6.2, 6.3, or 6.4 above or otherwise, a new Designated Representative, or new Alternate Designated Representative, as the case may be, shall be selected and, subject to Section 6.1 hereof, appointed immediately in accordance with Section 4 or 5 hereof, whichever is applicable.
- 6.6. In the event of the removal, resignation, or termination of the Designated Representative, the Alternate Designated Representative shall serve as Designated Representative until a new Designated Representative has been selected and appointed by APS and has accepted his or her appointment in accordance with Section 4 hereof.
- 6.7. The removal, replacement, resignation, or termination of the Designated Representative or Alternate Designated Representative shall not affect the protections provided to the Designated Representative and Alternate Designated Representative for actions taken by the Designated Representative or Alternate Designated Representative prior to the date of removal, replacement, resignation, or termination.

7. LIABILITY

- 7.1. Except as provided in Section 7.2 below, the costs and expenses of discharging all Work Liability arising out of the performance or non-performance of the duties pursuant to this Agreement related directly to the T&D Equipment imposed upon the Designated Representative or the Alternate Designated Representative for which payment is not made by insurance shall be paid by the Participants and apportioned between the Participants in accordance with ownership interests as set forth in the applicable Participation Agreement(s).
- 7.2. Subject to the limitations herein, the Designated Representative and Alternate Designated Representative shall be responsible for any damage, loss, claim, cost,

charge, or expense that results from their own Willful Acts, and they shall indemnify and hold harmless the Participants, their directors, officers, and employees from any such damage, loss, claim, cost, charge, or expense. The liability of the Designated Representative or Alternate Designated Representative for damages, losses, claims, costs, charges, or expenses for Willful Acts shall not exceed \$25,000 per Willful Act, and the Participants extend to the Designated Representative and the Alternate Designated Representative their respective covenants not to execute, levy, or otherwise enforce a judgment obtained against either of them for any such aggregate liability in excess of \$25,000 per Willful Act.

- 7.3. A claim by a Party based on a Willful Act must be perfected by filing such claim within three years after the Willful Act occurs, and such claimant may seek either injunctive relief or remuneration or both; provided, however, that such limitation is not deemed a waiver of any rights available to any Participant under A.R.S. § 12-548 or any successor statute. All claims made thereafter relating to the same Willful Acts shall be barred by this Section 7.3.
- 7.4. The amount of any funds paid by the Participants, or any of them, to discharge any Work Liability imposed upon either the Designated Representative or the Alternate Designated Representative pursuant to this Section 7 shall be reduced by the excess of (1) the proceeds of any insurance policy of which such Designated Representative or Alternate Designated Representative is the beneficiary, which proceeds have been paid to or on behalf of such Designated Representative or Alternate Designated Representative with respect to the specific event or action giving rise to the claim of indemnification hereunder, over (2) any unreimbursed or uninsured damage, loss, claim, cost, charge, or expense paid or incurred by such Designated Representative or Alternate Designated Representative in connection with the event or action giving rise to such claim for indemnification (the amount of such excess shall hereinafter be referred to as the "Excess Recovery"). If such Participants, or any of them, shall advance funds for or on behalf of the Designated Representative or Alternate Designated Representative pursuant to this Section 7, and such Designated Representative or the Alternate Designated Representative shall subsequently receive an Excess Recovery, the Designated Representative or the Alternate Designated Representative, as the case may be, shall promptly refund the amount of such Excess Recovery pro rata to the Participants who have advanced such funds; provided, however, that the amount so refunded to a Participant shall in no event exceed the amount advanced by such Participant.
- 7.5. Except as otherwise expressly provided herein, the provisions of the applicable Participation Agreement(s) governing the liability of the Participants to one another as co-owners of the relevant T&D Equipment shall apply to the liabilities of the Participants to one another under this Agreement.
- 7.6. The provisions of this Section 7 shall survive any termination of the Designated Representative's or the Alternate Designated Representative's duties under this Agreement.

8. CONTINUANCE OF THIS AGREEMENT AND EFFECT OF CHANGES IN LAW

If, in the opinion of any Participant or the Designated Representative and Alternate Designated Representative, subsequent rules or amendments to the GHG Reporting Requirements materially alter the duties of the Designated Representative and Alternate Designated Representative, the Participants and the Designated Representative and Alternate Designated Representative may negotiate amendments to this Agreement to conform it to the subsequent rules or amendments. However, any changes in the specific responsibilities of the Designated Representative and Alternate Designated Representative are hereby incorporated by reference herein and, as of the date that the subsequent rules or amendments become effective, the Designated Representative and Alternate Designated Representative shall comply with such rules and amendments until such time as this Agreement is amended.

9. ACTIONS PENDING RESOLUTION OF DISPUTES

If a dispute should arise that is not resolved by the appropriate committee (as set forth in Section 4.1 hereof) and the Designated Representative or by higher authorities within the Participants' organizations and the Designated Representative, then, pending the resolution of the dispute by arbitration or judicial proceedings, the Designated Representative and Alternate Designated Representative shall proceed with the performance of his/her duties hereunder in a manner consistent with this Agreement and with generally accepted practice in the electric utility industry.

10. RECORDS AND AUDITS

With respect to the T&D Equipment, APS shall maintain records pursuant to the GHG Reporting Requirements. The appropriate committees established under the Participation Agreements (as set forth in Section 4.1 hereof) shall be entitled to review the records and documents to be maintained by APS pursuant to this Section 10.

11. ASSIGNMENT BY PARTICIPANTS

This Agreement shall be freely assignable by the Participants, provided their successors in interest agree in writing to assume and be bound by the terms and conditions of this Agreement. No assignment shall relieve a Participant of any duties, obligations, or liabilities accruing hereunder prior to the date of such assignment.

12. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

13. **WAIVER**

The waiver by any Party of any breach of any term, covenant, condition, or agreement contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver of any other breach or default of the same or of any other term, covenant, condition, agreement, or obligation.

14. **APPLICABLE LAW AND JURISDICTION**

14.1. Except to the extent federal law as evidenced in EPA's GHG Reporting Requirements is applicable, the rights and obligations of the Parties arising out of this Agreement shall be governed in all respects by the laws of the State of Arizona.

14.2. All actions and proceedings arising under this Agreement shall, to the extent litigation is permitted by this Agreement, be litigated in courts located in the State of Arizona.

15. **NOTICES**

Any notice, demand, or request provided for in this Agreement to be delivered among the Participants shall be deemed properly served, given, or made if delivered in accordance with the notice provisions of the appropriate Participation Agreements (as set forth in Section 4.1 hereof). Any such notice, demand, or request for the Designated Representative or Alternate Designated Representative from the Participants, or for the Participants from the Designated Representative or Alternate Designated Representative, shall be deemed properly served, given, or made as provided in Exhibit "B" attached hereto, which exhibit may be revised by APS to reflect changes made pursuant to Sections 4, 5, and 6 of this Agreement. Any document, information, or correspondence to be delivered to EPA shall be served or submitted by transmitting it to the person specified in accordance with the applicable regulation:

- (1) in person;
- (2) by United States Postal Service certified mail with the official postmark; or
- (3) by other means with an equivalent time and date mark used in the regular course of business to indicate the date of dispatch or transmission and a record of prompt delivery.

16. **FACILITIES**

Attached hereto as Exhibit "C" is a list of transmission and distribution facilities subject to this Agreement, which list may be modified from time to time by APS; provided, however, any such modification shall neither be an amendment of this Agreement nor require the written consent of the other Parties. Upon any such modification, APS shall provide written notice to the other Parties.

17. **INTENDED PARTIES**

The Participants intend that each of the Designated Representative and the Alternate Designated Representative shall, by and effective as of the execution of his or her Acknowledgment, become and be a party to this Agreement with the same effect as if the Designated Representative and Alternate Designated Representative executed their Agreement as of the execution of his or her Acknowledgment.

18. **ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement among the Parties and supersedes all previous and collateral agreements or understandings with respect to the subject matter hereof; provided, however, that each of the Participation Agreements remains in full force and effect and shall not be deemed amended or otherwise modified by this Agreement. No waiver, alteration, amendment, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties.

19. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of July 16, 2012.

ARIZONA PUBLIC SERVICE COMPANY

Name: Steve Norris
Digitally signed by Steve Norris
DN: cn=Steve Norris, o=APS, ou=7696,
email=Steve.Norris@aps.com, c=US
Date: 2012.07.16 14:58:55 -0700

Title: Director, Power Operations

Signed: _____

**DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES by and
through the BOARD OF WATER AND POWER
COMMISSIONERS OF THE CITY OF LOS
ANGELES**


Execution of this agreement is pursuant to section 604(c) of the Charter of the City of Los Angeles and Los Angeles Administrative Code §10.1.1(a), subject to extension under Section 373 of the Charter of the City of Los Angeles.

APPROVED AS TO FORM AND LEGALITY
CARMEN A. TRUTANICH, CITY ATTORNEY

Name: Ronald O. Nichols

Title: General Manager

JUL 12 2012
BY 
SHANISE BLACK
DEPUTY CITY ATTORNEY

Signed: 

And

Secretary: _____

EL PASO ELECTRIC COMPANY

Name: _____

Title: _____

Signed: _____

IMPERIAL IRRIGATION DISTRICT

Name: _____

Title: _____

Signed: _____

NEVADA POWER COMPANY

Name: _____

Title: _____

Signed: _____

**DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES by and
through the BOARD OF WATER AND POWER
COMMISSIONERS OF THE CITY OF LOS
ANGELES**

Name: _____

Title: General Manager

Signed: _____

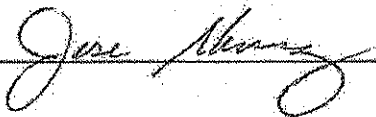
And

Secretary: _____

EL PASO ELECTRIC COMPANY

Name: Jose Nevarez

Title: Assistant Vice President

Signed: 

IMPERIAL IRRIGATION DISTRICT

Name: _____

Title: _____

Signed: _____

NEVADA POWER COMPANY

Name: _____

Title: _____

Signed: _____

DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES by and
through the BOARD OF WATER AND POWER
COMMISSIONERS OF THE CITY OF LOS
ANGELES

Name: _____

Title: General Manager

Signed: _____

And

Secretary: _____

EL PASO ELECTRIC COMPANY

Name: _____

Title: _____

Signed: _____

IMPERIAL IRRIGATION DISTRICT

Name: Stephan J. Keene

Title: Asst. Manager Policy/Regulatory Affairs

Signed: 

NEVADA POWER COMPANY

Name: _____

Title: _____

Signed: _____

NEVADA POWER COMPANY

Name: Patricia English

Title: Director, Transmission Policy & Contracts

Signed: Patricia English

PUBLIC SERVICE COMPANY OF NEW MEXICO

Name: _____

Title: _____

Signed: _____

SAN DIEGO GAS AND ELECTRIC COMPANY

Name: _____

Title: _____

Signed: _____

SOUTHERN CALIFORNIA EDISON COMPANY

Name: _____

Title: _____

Signed: _____

TUCSON ELECTRIC POWER COMPANY

Name: _____

Title: _____

Signed: _____

PUBLIC SERVICE COMPANY OF NEW MEXICO

Name: Gary C Stone

Title: V.P. New Mexico OPERATIONS

Signed: Gary C Stone

SAN DIEGO GAS AND ELECTRIC COMPANY

Name: _____

Title: _____

Signed: _____

SOUTHERN CALIFORNIA EDISON COMPANY

Name: _____

Title: _____

Signed: _____

TUCSON ELECTRIC POWER COMPANY

Name: _____

Title: _____

Signed: _____

Review by SRP Legal Services

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____

By: _____

Printed Name: _____

Title: _____

Signed: _____

PUBLIC SERVICE COMPANY OF NEW MEXICO

Name: _____

Title: _____

Signed: _____

SAN DIEGO GAS AND ELECTRIC COMPANY

Name: Ali Yari

Title: Director

Signed: 

SOUTHERN CALIFORNIA EDISON COMPANY

Name: _____

Title: _____

Signed: _____

TUCSON ELECTRIC POWER COMPANY

Name: _____

Title: _____

Signed: _____

Review by SRP Legal Services

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____

By: _____

Printed Name: _____

Title: _____

Signed: _____

PUBLIC SERVICE COMPANY OF NEW MEXICO

Name: _____

Title: _____

Signed: _____

SAN DIEGO GAS AND ELECTRIC COMPANY

Name: _____

Title: _____

Signed: _____

SOUTHERN CALIFORNIA EDISON COMPANY

Name: R. K. Eger

Title: Vice President

Signed: R. K. Eger

TUCSON ELECTRIC POWER COMPANY

Name: _____

Title: _____

Signed: _____

Review by SRP Legal Services

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____

By: _____

Printed Name: _____

Title: _____

Signed: _____

PUBLIC SERVICE COMPANY OF NEW MEXICO

Name: _____

Title: _____

Signed: _____

SAN DIEGO GAS AND ELECTRIC COMPANY

Name: _____

Title: _____

Signed: _____

SOUTHERN CALIFORNIA EDISON COMPANY

Name: _____


Title: _____

Signed: _____

TUCSON ELECTRIC POWER COMPANY

Name: Thomas A. McKenna

Title: Vice President, Engineering

Signed: 

Review by SRP Legal Services

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: _____

By: _____

Printed Name: _____

Title: _____

Signed: _____

PUBLIC SERVICE COMPANY OF NEW MEXICO

Name: _____

Title: _____

Signed: _____

SAN DIEGO GAS AND ELECTRIC COMPANY

Name: _____

Title: _____

Signed: _____

SOUTHERN CALIFORNIA EDISON COMPANY

Name: _____

Title: _____

Signed: _____

TUCSON ELECTRIC POWER COMPANY


Name: _____

Title: _____

Signed: _____

Review by SRP Legal Services

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

By: 

By: JOHN T UNDERHILL

Printed Name Margaret A. Rostker

Title: SR. DIR. SYSTEM OPS

Signed: 

UNITED STATES OF AMERICA

Name: Terrance J. Fulp, Ph.D.

Title: Acting Regional Director, Lower Colorado
River Region, U.S. Bureau of Reclamation

ACTING FOR

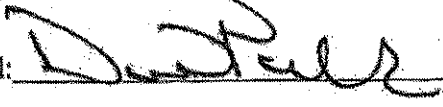
Signed:  7-16-2012

EXHIBIT "A"

ACKNOWLEDGMENT OF APPOINTMENT FORM

Effective on the date set forth below, Jacob Tetlow acknowledges that (i) he has read the Electrical Transmission and Distribution Equipment and Servicing Inventory Greenhouse Gas Reporting Program Designated Representative Agreement dated as of July 16, 2012 ("Agreement"), which Agreement is incorporated herein by reference; (ii) he has accepted appointment as the Designated Representative, as indicated by his initials in the applicable space below for the purposes of the GHG Reporting Requirements as such program requirements apply to the T&D Equipment; and (iii) he agrees to be bound by the terms of the Agreement and to be a party to the Agreement and to perform the duties and responsibilities of the Designated Representative as so indicated, which duties and responsibilities are specified in or reasonably implied under the GHG Reporting Requirements and the Agreement.

Dated this 18 day of July, 2012.

[Initial one of the two spaces below, as applicable]

Jacob Tetlow
Designated Representative

OR

Alternate Designated Representative

Name: Jacob Tetlow

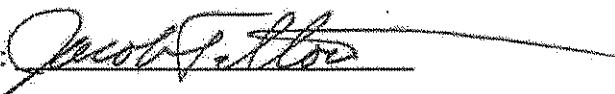
Signature: 

EXHIBIT "A"

ACKNOWLEDGMENT OF APPOINTMENT FORM

Effective on the date set forth below, Charles Spell acknowledges that (i) he or she has read the Electrical Transmission and Distribution Equipment and Servicing Inventory Greenhouse Gas Reporting Program Designated Representative Agreement dated as of July 16, 2012 ("Agreement"), which Agreement is incorporated herein by reference; (ii) he or she has accepted appointment as the Designated Representative or Alternate Designated Representative, as indicated by his or her initials in the applicable space below for the purposes of the GHG Reporting Requirements as such program requirements apply to the T&D Equipment; and (iii) he or she agrees to be bound by the terms of the Agreement and to be a party to the Agreement and to perform the duties and responsibilities of the Designated Representative or Alternate Designated Representative as so indicated, which duties and responsibilities are specified in or reasonably implied under the GHG Reporting Requirements and the Agreement.

Dated this 18 day of July, 2012

[Initial one of the two spaces below, as applicable]

Designated Representative

OR

Charles Spell

Alternate Designated Representative

Name: Charles Spell

Signature: Charles Spell

EXHIBIT "B"

NOTICE PROVISIONS

For the purpose of providing notices to the Participants and Designated Representative and the Alternate Designated Representative under the Electrical Transmission and Distribution Equipment and Servicing Inventory Greenhouse Gas Reporting Program Designated Representative Agreement, the following individuals are identified:

DESIGNATED REPRESENTATIVE:

Jacob Tetlow
Director of Distribution Operations and Maintenance
Arizona Public Service Company
P.O. Box 53933, M.S. 3240
Phoenix, Arizona 85072

ALTERNATE DESIGNATED REPRESENTATIVE:

Charles M. Spell
EHS Consulting, Department Leader Environmental
Arizona Public Service Company
P.O. Box 53999, M.S. 9303
Phoenix, Arizona 85004

OWNERS:

To their respective representatives on the appropriate committees (as set forth in Section 4.1 above).

EXHIBIT "C"

LIST OF FACILITIES

EXHIBIT "C"

**List of APS-Owned/Operated Transmission and Distribution Facilities
Containing SF₆—Major Facilities**

Sub	Substation Name	SF ₆ Lbs.	Locations	Percent Ownership
RW	Redhawk PP	18480	All	APS 100%
PP	Pinnacle Peak	12742	*500kV Yard & New 230 kV Yard *230 kV Old Yard	APS 50% SRP 50% APS 100%
SG	Saguaro PP	10613	Power Plant Substation and Switchyard	APS 100%
WW	Westwing	10582	500 kV yard	APS 24.7 % SRP 38.3 % TEP 13.3 % WAPA 23.7%
	Four Corners PP		*345 kV Substation	APS 40.23 % SCE 12 % EPE 10.5 % PSNM 22.62% SRP 10% TEP 4.85.3%
FC	Four Corners PP	10035	*500 kV Switchyard	APS 15 % SCE 48 % EPE 7 % PSNM 13% SRP 10% TEP 7%
CH	Cholla PP	8120	All	APS 100%
YP	Yavapai	7294	All	APS 100%
NV	Navajo Swyd (PP)	5680	500kV Switchyard	APS 14 % SRP 21.7 % TEP 7.5 % NEV 11.3% LADWP 21.2% WAPA 24.3%
MK	Moenkopi	5449	500 kV yard	APS 14 % SRP 21.7 % TEP 7.5 % NEV 11.3% LADWP 21.2% WAPA 24.3%
DGS	Dugas	3781	SF ₆ Breakers	APS 100%

OC	Ocotillo	3765	All	APS 100%
CDR	Cedar Mtn.	3471	SF6 Breakers	APS 100%
WP	West Phoenix PP	3019	All	APS 100%
MRG	Morgan	2942	*500kV Yard *230 kV new Yard	APS 50% SRP 50% APS 100%
ME	Meadowbrook	2328	SF6 Breakers	APS 100%
SS	Sunnyslope	2270	SF6 Breakers	APS 100%
DV	Deer Valley	2093	SF6 Breakers	APS 100%
PVNG	Palo Verde Nuc	Not APS Operated/ Reported By SRP	SF6 Breakers	APS 29.1% SCE 15.8% EPE 15.8% PSNM 10.2% SRP 17.5% LADWP 5.7% SCPPA 5.9%
NG	North Gila	916	SF6 Breakers	APS 75% IID 3.59% SDG&E 21.41%
YU	Yucca PP	449	SF6 Breakers	APS 100%

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

ASSET #	LOCATION DESCRIPTION	STATUS	INSTALL DATE	Equipment Description	SF ₆ Lbs
B1957	Acoma Substation	OPERATING	05/20/93	AA162 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B1968	Acoma Substation	OPERATING	05/20/93	AA562 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B3213	Acoma Substation	OPERATING	03/09/05	AA362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1995	Adobe Substation	OPERATING	05/18/90	AD562 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B2273	Adobe Substation	OPERATING	02/28/00	AD962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3171	Adobe Substation	OPERATING	01/28/05	AD162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2307	Agua Fria Substation	OPERATING	02/07/09	AF262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6++	33
B2732	Agua Fria Substation	OPERATING	06/20/02	AF1062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2787	Agua Fria Substation	OPERATING	06/20/02	AF762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2859	Agua Fria Substation	OPERATING	07/18/02	AF862 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3828	Agua Fria Substation	OPERATING	02/01/07	AF362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3829	Agua Fria Substation	OPERATING	02/01/07	AF462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3830	Agua Fria Substation	OPERATING	01/31/09	AF562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1622	Aguila Substation	OPERATING	04/01/85	AG166 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B3001	Adams Substation	OPERATING	03/19/04	AM112 BRKR 121KV, 3000A, 63KA 1P-SF6	115
B2997	Araby Substation	OPERATING	07/02/09	AR1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3502	Araby Substation	OPERATING	05/11/06	AR762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3503	Araby Substation	OPERATING	05/11/06	AR362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4264	Arica Substation	OPERATING	04/26/10	FUT. ARC BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	5
B2359	Altadena Substation	OPERATING	09/14/00	AT162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2851	Altadena Substation	OPERATING	08/04/03	AT1362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3002	Altadena Substation	OPERATING	12/31/03	AT962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2129	Arrowhead Substation	OPERATING	05/20/98	AW762 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
B2140	Arrowhead Substation	OPERATING	05/13/08	AW162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	25
B2148	Arrowhead Substation	OPERATING	05/28/98	AW362 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
CSAX111J					5
B2477	Alexander Substation	OPERATING	06/04/01	AXR362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2478	Alexander Substation	OPERATING	06/04/01	AXR462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2479	Alexander Substation	OPERATING	06/04/01	AXR862 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2480	Alexander Substation	OPERATING	06/04/01	AXR1262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2481	Alexander Substation	OPERATING	06/04/01	AXR1562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2482	Alexander Substation	OPERATING	06/04/01	AXR1862 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2015	Bagdad 115KV Cap Bank S	OPERATING	10/31/95	BA912 BRKR 121KV, 1200A, 40KAIR 1P-SF6	64
B4038	Bagdad 115KV Cap Bank S	OPERATING	05/22/08	BA512 BRKR 123KV, 2000A, 40KAIR 1P-SF6	58
CSBA1011J			10/31/1995		5
CSBA411J			04/01/1977		5
CSBA611J			04/01/1977		5
CSBA811J			10/31/1995		5
CSBB811J			11/15/2011		81
B2733	Biscuit Flats Substation	OPERATING	05/21/02	BCT962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2734	Biscuit Flats Substation	OPERATING	05/21/02	BCT762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2735	Biscuit Flats Substation	OPERATING	05/21/02	BCT362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3428	Biscuit Flats Substation	OPERATING	08/23/06	BCT062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1842	Buffalo Substation	OPERATING	05/11/88	BF562 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B2358	Buffalo Substation	OPERATING	08/31/00	BF162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3907	Bagdad Substation	OPERATING	03/01/08	BGD512 BRKR 123KV, 1200A, 40KAIR 1P-SF6	75
B2309	Baja Substation	OPERATING	07/29/09	BJ762 BRKR 72.5KV, 2000A 1P-SF6	33
B2039	Buckeye Substation	OPERATING	09/09/95	BK462 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
B2082	Buckeye Substation	OPERATING	05/19/97	BK662 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
B3018	Buckeye Substation	OPERATING	12/31/03	BK562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3268	Buckeye Substation	OPERATING	11/01/05	BK1662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3517	Buckeye Substation	OPERATING	05/04/08	BK162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B3771	Buckeye Substation	OPERATING	01/03/07 BK262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3380	Buckeye South 40 Spares S	NON-OPERATING	TOP SPARE BRKR 72.5KV, 2000A, 40KAIR 1P SF6	5
B3431	Buckeye South 40 Spares S	NOT READY		5
B4135	Buckeye South 40 Spares S	NOT READY	FUT. TOP SP. BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	5
B4218	Buckeye South 40 Spares S	NOT READY	FUT. LIT. BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	5
B4352	Buckeye South 40 Spares S	DECOMMISSIONED		5
B4355	Buckeye South 40 Spares S	NOT READY		5
B4417	Buckeye South 40 Spares S	NON-OPERATING		5
B4434	Buckeye South 40 Spares S	NOT READY		5
B4435	Buckeye South 40 Spares S	NOT READY		5
B4505	Buckeye South 40 Spares S	NOT READY		5
B4506	Buckeye South 40 Spares S	NOT READY		5
B1955	Bell Substation	OPERATING	07/19/93 BLL562 BRKR 72.5KV, 2000A, 40KAIR, 1P-SF6	25
B1956	Bell Substation	OPERATING	07/19/93 BLL952 BRKR 72.5KV, 2000A, 40KAIR, 1P-SF6	25
B1958	Bell Substation	OPERATING	07/19/93 BLL1162 BRKR 72.5KV, 2000A, 40KAIR, 1P-SF6	25
B2092	Bell Substation	OPERATING	01/26/93 BLL352 BRKR 72.5KV, 2000A, 31.5KAIR 1P SF6	25
B2487	Bell Substation	OPERATING	02/05/02 BLL762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1889	Black Mesa #2 Substation	OPERATING	06/21/91 BM162 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B2009	Bald Mountain Substation	OPERATING	08/31/04 BMT762 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
B2010	Bald Mountain Substation	OPERATING	08/09/95 BMT162 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
B1791	Black Peak Substation	OPERATING	07/31/88 BP562 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B3519	Black Peak Substation	OPERATING	12/09/08 BP262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
CSBP111J				5
B2257	Bulte Substation	OPERATING	12/17/99 BU762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2258	Bulte Substation	OPERATING	11/02/99 BU1162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3560	Bulte Substation	OPERATING	03/29/06 BU1562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2379	Boulevard Substation	OPERATING	03/07/02 BV562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2707	Boulevard Substation	OPERATING	03/07/02 BV362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2709	Boulevard Substation	OPERATING	03/07/02 BV952 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3834	Boulevard Substation	OPERATING	07/11/07 BV762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2778	Bunyan Substation	OPERATING	06/01/02 BY362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2994	Bunyan Substation	OPERATING	12/01/05 BY262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3045	Baseline Substation	OPERATING	02/23/04 BZ1562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3046	Baseline Substation	OPERATING	02/23/04 BZ1462 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4045	Cave Creek Substation	OPERATING	03/05/09 CA662 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2412	Camelback Substation	OPERATING	12/12/02 CB962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2896	Camelback Substation	OPERATING	11/14/02 CB1162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3296	Camelback Substation	OPERATING	10/03/05 CB762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3831	Camelback Substation	OPERATING	02/28/07 CB162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4170	Camelback Substation	OPERATING	11/10/10 FUT CB1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	5
B2618	Country Club Substation	OPERATING	04/08/02 CC422 BRKR 242KV, 2000A, 40KAIR 1P- SF6	117
B2619	Country Club Substation	OPERATING	04/09/02 CC522 BRKR 242KV, 2000A, 40KAIR 1P- SF6	117
B2620	Country Club Substation	OPERATING	03/13/02 CC722 BRKR 242KV, 2000A, 40KAIR 1P- SF6	117
B2773	Country Club Substation	OPERATING	01/02/02 CC262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2851	Country Club Substation	OPERATING	03/14/02 CC1862 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3839	Country Club Substation	OPERATING	10/19/07 CC1062 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B4051	Country Club Substation	OPERATING	12/20/08 CC662 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B4125	Country Club Substation	OPERATING	12/05/09 CC1662 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B4175	Country Club Substation	OPERATING	CC1462 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B4176	Country Club Substation	OPERATING	CC2062 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B4286	Country Club Substation	NON-OPERATING	M SPARE BRKR 123KV, 2000A, 63KAIR 1P-SF6	5
B4288	Country Club Substation	OPERATING	CC162 BRKR 69KV, 2000A 63KAIR 1P-SF6	128
B4289	Country Club Substation	OPERATING	08/18/11 M SPARE BRKR 123KV, 2000A 63KAIR 1P-SF6	128
B4365	Cotton Center Substation	OPERATING	05/20/11	33

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B2246	Chandler Substation	OPERATING	05/12/99 CD162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2247	Chandler Substation	OPERATING	05/06/99 CD562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4404	CEDAR MOUNTAIN (WIND NON-OPERATING)			1157
B4405	CEDAR MOUNTAIN (WIND NON-OPERATING)			1157
B4406	CEDAR MOUNTAIN (WIND NON-OPERATING)			1157
B1779	Century Substation	OPERATING	03/07/88 CE262 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B1782	Century Substation	OPERATING	03/07/88 CE1262 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B1954	Century Substation	OPERATING	08/22/92 CE1062 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B3003	Century Substation	OPERATING	11/20/03 CE662 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3373	Century Substation	OPERATING	03/16/06 CE762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3881	Casa Grande Substation	OPERATING	12/11/03 CG562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4113	Casa Grande Substation	OPERATING	05/01/09 CG322 BRKR 242KV, 2000A, 50KAIR, 1P SF6	151
B4349	Casa Grande Substation	OPERATING	02/10/11	5
B1467	Cholla 230KV/69KV Substat	OPERATING	10/22/82	102
B2190	Cholla 230KV/69KV Substat	OPERATING	03/10/99 CH222 BRKR 242KV, 2000A, 40KAIR, 1P SF6	95
B2559	Cholla 230KV/69KV Substat	OPERATING	04/25/02 CH622 BRKR 242KV, 2000A, 50KAIR 1P SF6	138
B2792	Cholla 230KV/69KV Substat	OPERATING	02/21/03 CH622 BRKR 242KV, 2000A, 50KAIR 1P SF6 ++	135
B3286	Cholla 230KV/69KV Substat	OPERATING	11/16/07 CH522 242KV, 3000A, 63KAIR 1P SF6	193
B3436	Cholla 230KV/69KV Substat	OPERATING	06/16/05 CH1222 BRKR, 242kv, 3000A, 50ka 1P SF6	151
B3759		NOT READY	FUT. CH322 BRKR 242KV,3000A,50ka 1P SF6	5
B4116	Cholla 230KV/69KV Substat	OPERATING	04/09/09 CH952 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
CSCH724J				5
CT617				3.5
CT618				3.5
CT619				3.5
B1214	Cholla 345KV Substation	OPERATING	09/01/76 CH932 BRKR 362KV, 3000A 40KA, 2P SF6	790
B1410	Cholla 345KV Substation	OPERATING	09/01/80 CH832 BRKR 362KV, 2000A 40KAIR 2P SF6	1850
B1643	Cholla 345KV Substation	OPERATING	12/31/84 CH132 BRKR 362KV, 3000A, 40KAIR, 1P SF6	95
B1712	Cholla 345KV Substation	OPERATING	06/01/88 CH732 BRKR 362KV, 3000A 40KAIR, 1P SF6	68
B1813	Cholla 345KV Substation	OPERATING	06/01/88 CH232 BRKR 362KV, 3000A 40KAIR, 1P SF6	68
B2333	Cholla 345KV Substation	OPERATING	10/03/00 CH532 BRKR 362KV, 2000A, 40KAIR 1P SF6	365
B2436	Cholla 345KV Substation	OPERATING	11/02/01 CH632 BRKR 362KV, 2000A, 40KAIR 1P SF6	365
B2437	Cholla 345KV Substation	OPERATING	08/28/01 CH332 BRKR 362KV, 2000A, 40KAIR 1P SF6	365
B2691	Cholla 345KV Substation	OPERATING	12/01/03 CH432 BRKR 362KV, 2000A, 40KAIR 1P SF6	365
B4133	Cholla 345KV Substation	OPERATING	01/14/10 FUT. CH1032 362KV, 2000A, 40KAIR** 1P-SF6	5
B4134	Cholla 345KV Substation	NON-OPERATING	FUT. PP _____ BRKR 362KV, 2000A, 40KAIR** 1P SF6	5
CT653				3.5
CT664				3.5
CT665				3.5
CT675				3.5
CT676				3.5
CT677			05/26/1989	3.5
B1990	Cholla 34.5KV Substation	NON-OPERATING	10/31/81 CH1342 BRKR 72.5KV, 1200A 31.5KA 1P-SF6	15
B3354	Cholla 34.5KV Substation	OPERATING	01/29/08 CH842 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3355	Cholla 34.5KV Substation	OPERATING	01/29/08 CH1242 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B3356	Cholla 34.5KV Substation	OPERATING	01/29/08 CH2142 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1346	Cholla 500KV Substation	OPERATING	05/23/79 CH352 BRKR 550KV, 3000A 40KAIR, 2P SF6	1500
B1948	Cholla 500KV Substation	OPERATING	01/07/82 CH452 BRKR 550KV, 3000A, 40KAIR, 1P SF6	66
B3266	Cholla 500KV Substation	OPERATING	12/10/05 CH1552 BRKR: 550kv, 4000A, 50ka 1P SF6	87
B3390	Cholla 500KV Substation	OPERATING	09/27/06 CH1156 BRKR 550KV, 4000A, 50ka 1P SF6	87
B3391	Cholla 500KV Substation	OPERATING	12/30/05 CH556 BRKR 550kv, 4000A, 50ka 1P-SF6	87
B3638	Cholla 500KV Substation	OPERATING	06/26/08 CH1456 BRKR 550kv, 4000A, 50ka 1P SF6	130
B3641	Cholla 500KV Substation	OPERATING	05/14/09 CH1252 BRKR 550KV, 4000A, 50ka 1P SF6	130
B4129	Cholla 500KV Substation	OPERATING	04/29/09 CH152 BRKR 550KV, 4000A, 50ka 1P-SF6	130
B4232	Cholla 500KV Substation	OPERATING	02/24/11 (FUT.) CH256 BRKR 550KV, 4000A, 63KA, 1P-SF6	162
B4233	Cholla 500KV Substation	OPERATING	11/18/10 (FUT.) CH1052 BRKR 550KV, 4000A, 63KA, 1P-SF6	5
B4359	Cholla 500KV Substation	NOT READY		130
B4496	Cholla 500KV Substation	OPERATING	10/15/10	48
B2360	Cholla 69KV Substation	OPERATING	08/07/00 CH562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2361	Cholla 69KV Substation	OPERATING	08/03/00 CH662 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2362	Cholla 69KV Substation	OPERATING	08/07/00 CH762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B2950	Cholla 69KV Substation	OPERATING	09/16/03 CH1062 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4121	Cholla 69KV Substation	OPERATING	04/14/09 CH866 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4167	Cholla 69KV Substation	OPERATING	01/12/11 FUT. CH862 BRKR 72.5KV, 2000A 40KA 1P SF6 (+ P.2)	5
B4292	Cholla 69KV Substation	OPERATING	11/23/10 CH1162 72.5kV 2000A 40KAIR 1P-SF6	33
B4293	Cholla 69KV Substation	OPERATING	10/22/10 CH1262 BRKR 72.5kV 2000A 40KAIR 1P-SF6	33
B1964	Cielo Grande Substation	OPERATING	09/21/01 CIG1362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	25
B2197	Cielo Grande Substation	OPERATING	03/02/99 CIG362 BRKR 72.5KV, 2000A, 31.5KAIR, 1P SF6	25
B2138	Cielo Grande Substation	OPERATING	03/02/99 CIG762 BRKR 72.5KV, 2000A, 31.5KAIR, 1P- SF6	25
B2139	Cielo Grande Substation	OPERATING	03/02/99 CIG962 BRKR 72.5KV, 2000A, 31.5KAIR, 1P- SF6	25
B2178	Canal Substation	NON-OPERATING	12/10/98 CJ TRAINING BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	5
B3524	Canal Substation	OPERATING	12/15/06 CJ762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3765	Canal Substation	OPERATING	12/20/06 CJ1162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
CSCK16W				5
B2710	Colter Substation	OPERATING	05/06/02 CLT762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B9665	Colter Substation	OPERATING	05/17/07 CLT362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3079	Caldenwood Substation	OPERATING	06/30/04 CLW762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3662	Caldenwood Substation	OPERATING	02/01/07 CLW362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4224	Conley Substation (WIND P)	OPERATING	10/15/10 FUT. PAL_____ BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	5
B3684	Cement Substation (APS O)	OPERATING	07/06/01 CMX562 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6 (APS)	48
B2665	Cement Substation (APS O)	OPERATING	07/06/01 CMX162 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6 (APS)	48
B4220	Cornville Substation	OPERATING	10/13/09 CN362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4221	Cornville Substation	OPERATING	10/18/09 CN962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3419	Capital Butte Substation	OPERATING	12/20/06 CP162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3420	Capital Butte Substation	OPERATING	12/20/06 CP362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1698	Chaparral Substation	OPERATING	05/16/87 CPL162 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	16
B2117	Chaparral Substation	OPERATING	12/08/98 CPL762 BRKR 72.5KV, 2000A, 31.5KAIR, 1P- SF6	25
B2118	Chaparral Substation	OPERATING	04/15/98 CPL362 BRKR 72.5KV, 2000A, 31.5KAIR 1P SF6	25
B3271	Chaparral Substation	OPERATING	05/24/05 CPL562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1469	Coconino Substation	OPERATING	05/27/92 CQ1162 BRKR 72.5KV, 1200A, 31.5KAIR 1P SF6	15
B1716	Coconino Substation	OPERATING	08/16/87 CQ522 BRKR 242KV, 2000A, 40KAIR 1P SF6 +	220
B2377	Coconino Substation	OPERATING	11/28/01 CQ862 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2767	Coconino Substation	OPERATING	02/01/02 CQ665 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2768	Coconino Substation	OPERATING	02/07/02 CQ666 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3338	Coconino Substation	OPERATING	02/01/06 CQ1262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3357	Coconino Substation	OPERATING	09/03/05 CQ1062 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3374	Coconino Substation	OPERATING	09/21/06 CQ762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3636	Coconino Substation	OPERATING	09/14/07 CQ1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3677	Coconino Substation	OPERATING	11/19/09 CQ866 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3879	Coconino Substation	OPERATING	10/31/08 CQ962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4048	Coconino Substation	OPERATING	11/10/08 CQ1022 BRKR 242KV, 2000A, 63KAIR 1P SF6	161
B4297	Coconino Substation	OPERATING	12/15/10 FUT. CQ462 BRKR 72.5kV 2000A 40KAIR 1P-SF6	5
B4298	Coconino Substation	OPERATING	12/02/10 CQ562 BRKR 72.5kV 2000A 40KAIR 1P-SF6	33
B4440	Coconino Substation	NON-OPERATING		5
B4441	Coconino Substation	NON-OPERATING		5
B4442	Coconino Substation	NON-OPERATING		5
B3377	Cheryl Substation	OPERATING	06/13/09 CRL562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3876	Cheryl Substation	OPERATING	05/07/09 CRL162 BRKR 72.6KV, 2000A, 40KAIR 1P- SF6	23
B3294	Cholla 345KV Series Cap B	OPERATING	05/01/05 CS136X B.P. BRKR 550 (170) KV, 4000A 1P SF6	48
B3295	Cholla 345KV Series Cap B	OPERATING	05/01/05 CS236X B.P. BRKR 550 (170) KV, 4000A 1P SF6	48
B3422	Cottonwood Substation	OPERATING	06/19/09 CT762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4377	County Line Substation	OPERATING	09/07/11	33
B4378	County Line Substation	OPERATING	09/07/11	33
B4225	Copper Canyon Substation	OPERATING	10/15/10 FUT.CU_____ BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4226	Copper Canyon Substation	OPERATING	10/15/10 FUT.CU_____ BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4227	Copper Canyon Substation	OPERATING	10/15/10 FUT. CU_____ BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2893	Chino Valley Substation	OPERATING	06/13/03 CV162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2894	Chino Valley Substation	OPERATING	06/13/03 CV562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B2730	Coldwater Substation	OPERATING	11/20/03 CW962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3672	Coldwater Substation	OPERATING	05/07/07 CW1162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4310	Coldwater Substation	OPERATING	03/09/11 (FUT.) M SPARE BRKR 72.5KV 2000A 40KAIR 1P-SF6	5
B2235	Cactus Substation	OPERATING	05/19/99 CX162 BRKR 72.5KV, 2000A, 40KA 1-P SF6	33
B2308	Cactus Substation	OPERATING	03/10/00 CX862 BRKR 72.5KV, 2000A, 40KA 1-P SF6	33
B3153	Cactus Substation	OPERATING	02/28/05 CX1362 BRKR 72.5KV, 2000A, 40KA 1-P SF6	33
B3154	Cactus Substation	OPERATING	02/28/05 CX 322 BRKR 242KV, 3000A, 50KA 1P SF6	138
B3155	Cactus Substation	OPERATING	02/28/05 CX422 BRKR 242KV, 3000A, 50KA 1P SF6	138
B3156	Cactus Substation	OPERATING	02/28/05 CX722 BRKR 242KV, 3000A, 50KA 1P SF6	138
B3157	Cactus Substation	OPERATING	02/28/05 CX1122 BRKR 242KV, 3000A, 50KA 1P SF6	138
B3158	Cactus Substation	OPERATING	02/28/05 CX1222 BRKR 242KV, 3000A, 50KA 1P SF6	138
B3578	Cactus Substation	OPERATING	04/25/08 CX262 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3758	Cactus Substation	OPERATING	01/16/07 CX662 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3841	Cactus Substation	OPERATING	12/30/08 CX562 BRKR 123KV, 3000A, 63KAIR 1P-SF6	128
B4114	Cactus Substation	OPERATING	10/30/10 FUT CX762 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B4164	Buckeye South 40 Spares & NOT READY		FUT ARC _____ BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4201	Cactus Substation	OPERATING	01/25/10 CX462 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3408	Cocopah Substation	OPERATING	02/28/06 CY162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3409	Cocopah Substation	OPERATING	02/28/06 CY362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3413	Cocopah Substation	OPERATING	02/28/06 CY562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3414	Cocopah Substation	OPERATING	03/07/06 CY762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3415	Cocopah Substation	OPERATING	03/07/06 CY962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3844	Cocopah Substation	OPERATING	11/15/07 CY1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1690	Childs Substation	OPERATING	05/11/99 CZ462 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B2529	Childs Substation	OPERATING	12/07/01 CZ162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2530	Childs Substation	OPERATING	11/30/01 CZ362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B2239	Downing Substation	OPERATING	05/21/99 DD362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B2240	Downing Substation	OPERATING	05/14/99 DD762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2245	Downing Substation	OPERATING	05/21/99 DD562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2528	Downing Substation	OPERATING	04/03/01 DD062 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2781	Downing Substation	OPERATING	02/27/02 DD162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4025	Downing Substation	OPERATING	05/01/09 DD1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4103	Downing Substation	OPERATING	05/01/09 DD1162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2036	Desert Ridge Substation	OPERATING	04/29/96 DG362 BRKR 72.5KV, 2000A, 31.5KAIR, 1P SF6	25
B2037	Desert Ridge Substation	OPERATING	04/29/96 DG762 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B2040	Desert Ridge Substation	OPERATING	08/06/96 DG562 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B4083	Dugas Substation	OPERATING	11/30/09 DGS2062 BRKR 72.5KV, 3000A, 40KAIR 1P- SF6	33
B4084	Dugas Substation	OPERATING	11/30/09 DGS2162 BRKR 72.5KV, 3000A, 40KAIR 1P- SF6	33
B4085	Dugas Substation	OPERATING	11/30/09 DGS2462 BRKR 72.5KV, 3000A, 40KAIR 1P- SF6	33
B4086	Dugas Substation	OPERATING	11/30/09 DGS2562 BRKR 72.5KV, 3000A, 40KAIR 1P- SF6	33
B3939	Dugas 500KV Substation	OPERATING	11/30/09 DGS752 BRKR 550KV, 3000A, 63KA 1P SF6	1157
B3940	Dugas 500KV Substation	OPERATING	11/30/09 DGS856 BRKR 550KV, 3000A, 63KA 1P SF6	1157
B3941	Dugas 500KV Substation	OPERATING	11/30/09 DGS952 BRKR 550KV, 3000A, 63KA 1P SF6	1157
B4108	Dugas 500KV Substation	OPERATING	11/30/09 DGS756 BRKR 550KV, 4000A, 50KA 1P SF6	130
B4263	Dugas 500KV Substation	OPERATING	11/30/09 DGS756 X B-P BRKR 550(170)KV, 4000A 1P-SF6	48
B2144	Deadman Wash Substation	OPERATING	11/19/98 DM362 BRKR 72.5KV, 2000A, 31.5KAIR 1P SF6	25
B2147	Deadman Wash Substation	OPERATING	11/09/98 DM762 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
B2180	Deadman Wash Substation	OPERATING	12/07/99 DM962 BRKR 72.5KV, 2000A, 31.5KAIR, 1P- SF6	25
B3675	Drake Substation	OPERATING	02/04/09 DRK262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3676	Drake Substation	OPERATING	02/04/09 DRK162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3677	Drake Substation	OPERATING	02/04/09 DRK662 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3858	Drake Substation	OPERATING	02/04/09 DRK1862 BRKR 72.5KV, 2000A 40KAIR 1P- SF6	33
B3960	Drake Substation	OPERATING	02/04/09 DRK862 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4004	Drake Substation	OPERATING	02/04/09 DRK1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4010	Drake Substation	OPERATING	02/04/09 DRK2162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4024	Drake Substation	OPERATING	02/04/09 DRK1762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1778	Desert Springs Substation	OPERATING	03/07/88 DS562 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B2257	Desert Springs Substation	OPERATING	12/18/07 DS162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2456	Desert Springs Substation	OPERATING	10/28/01 DS762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B2369	Durango Substation	OPERATING	01/04/01 DU462 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2370	Durango Substation	OPERATING	12/14/00 DU162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2371	Durango Substation	OPERATING	01/04/01 DU862 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1658	Deer Valley Substation	OPERATING	01/15/86 DV422 BRKR 242KV, 2000A, 40KAIR, 1P-SF6 +	220
B2011	Deer Valley Substation	OPERATING	06/01/95 DVI122 BRKR 242KV, 2000A, 40KA, 1P-SF6	293
B2143	Deer Valley Substation	NON-OPERATING	M SPARE BRKR 72.5KV, 2000A, 43KAIR, 1P-SF6 ++	5
B2564	Deer Valley Substation	OPERATING	12/05/02 DV322 BRKR 242KV, 2000A, 50KAIR 1P-SF6	108
B2580	Deer Valley Substation	OPERATING	07/16/02 DV862 BRKR 72.5KV, 2000A, 50(63)KAIR 1P- SF6	115
B2593	Deer Valley Substation	OPERATING	10/18/03 DV1462 BRKR 72.5KV, 2000A, 50KAIR 1P- SF6	115
B3143	Deer Valley Substation	OPERATING	03/20/08 DV1762 BRKR 121KV, 2000A, 63KAIR 1P SF6	75
B3144	Deer Valley Substation	OPERATING	03/02/08 DV1662 BRKR 121KV, 2000A, 63KAIR 1P SF6	75
B3215	Deer Valley Substation	OPERATING	06/08/05 DV1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3571	Deer Valley Substation	OPERATING	01/02/07 DV1062 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3572	Deer Valley Substation	OPERATING	04/04/08 DV562 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3574	Deer Valley Substation	OPERATING	04/03/08 DV662 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3576	Deer Valley Substation	OPERATING	03/31/08 DV962 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3840	Deer Valley Substation	OPERATING	05/09/08 DV1162 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B4079	Deer Valley Substation	OPERATING	01/16/09 DV462 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B4126	Deer Valley Substation	OPERATING	11/05/10 (FUT.) DVI262 BRKR 123KV, 2000A, 63KAIR 1P SF6 ++	128
B4180	Deer Valley Substation	OPERATING	12/09/09 DV1662 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B2241	Deer Valley South 40 Spare:NON-OPERATING		M SPARE BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	5
B2376	Deer Valley South 40 Spare:NON-OPERATING		12/31/01 WW142 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	5
B2527	Deer Valley South 40 Spare:NON-OPERATING		M SPARE BRKR 72.5KV, 2000A, 50KAIR 1P- SF6	5
B2652	Deer Valley South 40 Spare:NON-OPERATING		REPAIR BRKR 72.5KV, 2000A, 40KA 1-P SF6	5
B2996	Deer Valley South 40 Spare:NON-OPERATING		REPAIR BRKR 72.5KV, 2000A, 40KAIR 1P- SF6 ++	5
B3007	Deer Valley South 40 Spare:NON-OPERATING		M SPARE BRKR 72.5KV, 40KA, 2000A 1-P SF6	5
B3120	Deer Valley South 40 Spare:NON-OPERATING		M SPARE BRKR 123KV, 3000A, 63KAIR 1P SF6	5
B3163	Deer Valley South 40 Spare:NON-OPERATING		M SPARE BRKR 123KV, 2000A, 40KAIR 1P SF6	5
B3368	Deer Valley South 40 Spare:NON-OPERATING		M SPARE BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	5
B4111	Deer Valley South 40 Spare:NON-OPERATING		E SPARE BRKR 242KV, 3000A, 63KAIR, 1P-SF6	5
B4122	Deer Valley South 40 Spare:NON-OPERATING		E SPARE BRKR 123KV, 2000A, 63KAIR 1P SF6	5
B4200	Deer Valley South 40 Spare:NON-OPERATING		E SPARE BRKR 123KV, 2000A, 63KAIR 1P SF6	5
B4208	Deer Valley South 40 Spare:NON-OPERATING		SPARE BRKR 242KV,2000A,50KA 1P SF6	5
B4287	Deer Valley South 40 Spare:NON-OPERATING		FUT DV1262 BRKR 123KV, 2000A, 63KAIR, 1P-SF6	5
B4303	Deer Valley South 40 Spare:NON-OPERATING		M Spare BRKR 242KV 4000A 63KA, 1P-SF6	5
B4315	Deer Valley South 40 Spare:NON-OPERATING		(FUT.) M SPARE BRKR 72.5KV 2000A 40KAIR 1P-SF6	5
B4383	Deer Valley South 40 Spare:NON-OPERATING			5
B4384	Deer Valley South 40 Spare:NON-OPERATING			5
B4385	Deer Valley South 40 Spare:NON-OPERATING			5
B4386	Deer Valley South 40 Spare:NON-OPERATING			5
B4387	Deer Valley South 40 Spare:NON-OPERATING			5
B4388	Deer Valley South 40 Spare:NON-OPERATING			5
B4390	Deer Valley South 40 Spare:NON-OPERATING			5
B4391	Deer Valley South 40 Spare:NON-OPERATING			5
B4392	Deer Valley South 40 Spare:NOT READY			5
B4393	Deer Valley South 40 Spare:NON-OPERATING			5
B4394	Deer Valley South 40 Spare:NOT READY			5
B4416	Deer Valley South 40 Spare:NON-OPERATING			5
B4418	Deer Valley South 40 Spare:NON-OPERATING			5
B4419	Deer Valley South 40 Spare:NON-OPERATING			5
CSSPARE				5
B2890	Dove Valley Substation	OPERATING	02/21/03 DVI362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3176	Dove Valley Substation	OPERATING	02/24/05 DVI762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1991	Dewey Substation	OPERATING	03/15/95 DW162 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B1992	Dewey Substation	OPERATING	03/08/95 DW362 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B1993	Dewey Substation	OPERATING	03/15/95 DW762 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B2655	Dewey Substation	OPERATING	08/14/08 DW1162 BRKR 72.5KV 2000A 40KAIR 1P- SF6	33
B2016	Dixiteta Substation	OPERATING	01/17/97 DX162 BRKR 72.5KV, 2000A, 31.5KAIR, 1P SF6	25
B2017	Dixiteta Substation	OPERATING	12/16/96 DX762 BRKR 72.5KV, 2000A, 31.5KAIR, 1P SF6	25
B3410	Dixiteta Substation	OPERATING	01/14/05 DX562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1735	Dysart Substation	OPERATING	07/27/90 DY562 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B2713	Dysart Substation	OPERATING	12/06/02 DY762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2782	Dysart Substation	OPERATING	05/23/02 DY162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B3370	Dysart Substation	OPERATING	01/20/08 DY1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3337	Dysart Substation	OPERATING	11/05/09 DY962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2077	Dale Substation	OPERATING	05/01/97 DZ162 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B3666	Dale Substation	OPERATING	05/11/07 DZ362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3662	Dale Substation	OPERATING	05/11/07 DZ962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3954	Dale Substation	OPERATING	05/11/07 DZ562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4165	Dale Substation	OPERATING	12/12/09 DZ762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6 ++	33
B3648	East End Substation	OPERATING	03/06/08 EA362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3649	East End Substation	OPERATING	03/06/08 EA762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3955	Evans Churchill Substation	OPERATING	10/28/08 EC362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3956	Evans Churchill Substation	OPERATING	10/28/08 EC562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3957	Evans Churchill Substation	OPERATING	10/28/08 EC1162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3014	Eagle Eye Substation	OPERATING	01/12/04 EE662 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3017	Eagle Eye Substation	OPERATING	12/30/03 EE1062 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3772	Eagle Eye Substation	OPERATING	04/05/07 EE762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2146	Eastgate Substation	OPERATING	07/10/98 EG162 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
B2411	Eastgate Substation	OPERATING	04/16/01 EG562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4104	Eastgate Substation	OPERATING	04/16/09 EG362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1887	Elden Substation	OPERATING	07/05/90 ELN362 BRKR 72.5KV, 1200A, 31.5KAIR, 1P SF6	15
B2417	Elden Substation	OPERATING	10/09/03 ELN162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3953	Elden Substation	OPERATING	08/05/08 ELN562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2330	Encanto Substation	OPERATING	03/20/01 EN362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B3012	Encanto Substation	OPERATING	11/05/03 EN162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3013	Encanto Substation	OPERATING	10/25/03 EN562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2382	Eastern Office Substation	OPERATING	12/04/00 EO762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2383	Eastern Office Substation	OPERATING	12/04/00 EO962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1870	El Sol Substation	OPERATING	04/19/89 ES922 BRKR 242KV, 2000A, 40KAIR 1P SF6	293
B2490	El Sol Substation	OPERATING	06/07/01 ES162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2918	El Sol Substation	OPERATING	09/07/02 ES2562 BRKR 123KV, 2000A, 63KAIR 1P SF6	115
B2946	El Sol Substation	OPERATING	11/01/02 ES2662 BRKR 123KV, 2000A, 63KAIR 1P SF6	115
B3016	El Sol Substation	OPERATING	12/31/08 ES2762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3346	El Sol Substation	OPERATING	05/12/05 ES2962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3383	El Sol Substation	OPERATING	04/22/06 ES2362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3596	El Sol Substation	OPERATING	11/09/06 ES2062 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3670	El Sol Substation	OPERATING	06/07/07 ES2462 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3692	El Sol Substation	OPERATING	03/08/07 ES622 BRKR 242KV, 3000A, 63KA 1P SF6	161
B3764	El Sol Substation	OPERATING	09/09/08 ES3162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4290	El Sol Substation	OPERATING	04/07/11 M SPARE BRKR 123KV, 2000A 63KAIR 1P-SF6	5
B2971	Estrellita (Little Star) Substa	OPERATING	06/02/03 ET762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2738	Elwood Substation	OPERATING	11/20/03 EW362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3019	Fairview Substation	OPERATING	02/27/08 FA662 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1901	Four Corners 230KV/69KV/1	OPERATING	08/10/90 FC362 BRKR 72.5KV, 2000A, 31.5KAIR 1P SF6	15
B1902	Four Corners 230KV/69KV/1	OPERATING	08/10/90 FC462 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B1903	Four Corners 230KV/69KV/1	OPERATING	08/10/90 FC562 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B1904	Four Corners 230KV/69KV/1	OPERATING	08/10/90 FC662 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B2328	Four Corners 230KV/69KV/1	NON-OPERATING	FC2 SPARE BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	5
B2336	Four Corners 230KV/69KV/1	OPERATING	10/02/00 FC322 BRKR 242KV, 2000A, 40KAIR 1P SF6	117
B2508	Four Corners 230KV/69KV/1	OPERATING	10/12/01 FC422 BRKR 242KV, 2000A, 50KAIR 1P SF6	186
B2509	Four Corners 230KV/69KV/1	OPERATING	11/01/01 FC822 BRKR 242KV, 2000A, 50KAIR 1P SF6	186
B2790	Four Corners 230KV/69KV/1	OPERATING	10/12/02 FC522 BRKR 242KV, 2000A, 50KAIR 1P SF6	186
B2791	Four Corners 230KV/69KV/1	OPERATING	10/23/02 FC2222 BRKR 242KV, 2000A, 50KAIR 1P SF6	186
B2954	Four Corners 230KV/69KV/1	OPERATING	05/01/03 FC222 242KV, 3000A, 50KA 1P SF6	138
B2955	Four Corners 230KV/69KV/1	OPERATING	04/10/03 FC2122 242KV, 3000A, 50KA 1P SF6	138
B3433	Four Corners 230KV/69KV/1	OPERATING	04/05/06 FC622 BRKR 242KV, 3000A, 50KA 1P SF6	161
B3434	Four Corners 230KV/69KV/1	OPERATING	03/15/06 FO722 BRKR 242KV, 3000A, 50KA 1P SF6	138
B3435	Four Corners 230KV/69KV/1	OPERATING	03/25/06 FC2422 BRKR 242KV, 3000A, 50KA 1P SF6	161

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B3875	Four Corners 230KV/69KV/1 OPERATING		01/26/08 FC1222 BRKR 242KV, 3000A, 50KA 1P-SF6	181
B4001	Four Corners 230KV/69KV/1 OPERATING		01/10/08 FC122 BRKR 242KV, 3000A, 50KA 1P-SF6	161
CSFC2225J				5
B2982	Four Corners 345KV Substa OPERATING		09/11/03 FC2132 BRKR 362KV, 2000A, 50KAIR 1P-SF6	365
B3486	Four Corners 345KV Substa OPERATING		04/11/06 FC682 362KV, 2000A, 50KAIR**, 1P-SF6	300
B3487	Four Corners 345KV Substa OPERATING		05/16/06 FC536 362KV, 2000A, 50KAIR**, 1P-SF6	300
B3488	Four Corners 345KV Substa OPERATING		10/12/06 FC332 362KV, 2000A, 50KAIR**, 1P-SF6	300
B3489	Four Corners 345KV Substa OPERATING		10/27/06 FC236 362KV, 2000A, 50KAIR**, 1P-SF6	300
B3490	Four Corners 345KV Substa OPERATING		12/10/07 FC2036 362KV, 2000A, 50KAIR**, 1P-SF6	300
B3491	Four Corners 345KV Substa OPERATING		11/20/06 FC1136 362KV, 2000A, 50KAIR**, 1P-SF6	300
B3492	Four Corners 345KV Substa OPERATING		11/20/07 FC1222 362KV, 2000A, 50KAIR**, 1P-SF6	300
B3493	Four Corners 345KV Substa OPERATING		03/20/07 FC1032 362KV, 2000A, 50KAIR**, 1P-SF6	300
B3494	Four Corners 345KV Substa OPERATING		05/14/07 FC732 362KV, 2000A, 50KAIR**, 1P-SF6	300
B3495	Four Corners 345KV Substa OPERATING		05/15/07 FC836 362KV, 2000A, 50KAIR**, 1P-SF6	300
B3496	Four Corners 345KV Substa OPERATING		04/25/07 FC932 362KV, 2000A, 50KAIR**, 1P-SF6	300
B3497	Four Corners 345KV Substa OPERATING		10/09/07 FC132 362KV, 2000A, 50KAIR**, 1P-SF6	300
B3498	Four Corners 345KV Substa OPERATING		10/26/07 FC432 362KV, 2000A, 50KAIR**, 1P-SF6	300
B3499	Four Corners 345KV Substa OPERATING		11/13/07 FC1932 362KV, 2000A, 50KAIR**, 1P-SF6	300
CSFC1934J				5
CSFC934J				5
B3897	Four Corners 500KV Substa OPERATING		03/17/08 FC452 BRKR 550KV, 3000A, 63KA 1P-SF6	1157
B3898	Four Corners 500KV Substa OPERATING		06/04/08 FC652 BRKR 550KV, 3000A, 63KA 1P-SF6	1157
B3900	Four Corners 500KV Substa OPERATING		03/17/08 FC556 BRKR 550KV, 3000A, 63KA 1P-SF6	1157
B2386	Flying "E" Substation OPERATING		09/25/01 FE362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2387	Flying "E" Substation OPERATING		09/25/01 FE762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3421	Flying "E" Substation OPERATING		06/02/06 FE962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3948	Flying "E" Substation OPERATING		03/18/08 FE162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3949	Flying "E" Substation OPERATING		03/18/08 FE182 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1738	Foothills Substation OPERATING		08/20/87 FH962 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B3426	Foothills Substation OPERATING		04/21/06 FH162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3427	Foothills Substation OPERATING		04/21/06 FH362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3879	Foothills Substation OPERATING		08/31/10 FUT FH562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3430	Fillmore Substation OPERATING		08/24/06 FL962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3773	Fillmore Substation OPERATING		01/09/07 FL162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3774	Fillmore Substation OPERATING		01/09/07 FL362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3775	Fillmore Substation OPERATING		01/09/07 FL562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2961	Flagstaff Spares Storage NON-OPERATING		FUT FLAG SP BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	6
CSTT1061J				6
B4228	Flores Distribution Substation OPERATING		04/27/10 FUT FLR362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4229	Flores Distribution Substation OPERATING		04/27/10 FUT FLR762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4230	Flores Distribution Substation OPERATING		04/27/10 FUT FLR962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1689	Fortieth Place Substation OPERATING		09/09/88 FP162 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B2081	Fortieth Place Substation OPERATING		08/27/97 FP562 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B2274	Fortieth Place Substation OPERATING		02/10/00 FP362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
CSFT121J				5
B1364	Gila Bend Substation OPERATING		09/26/80 GB2162 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B2919	Gila Bend Substation OPERATING		08/11/04 GB862 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3165	Gila Bend Substation OPERATING		12/29/05 GB1062 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3372	Gila Bend Substation OPERATING		02/23/06 GB462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3521	Gila Bend Substation OPERATING		05/16/06 GB562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3522	Gila Bend Substation OPERATING		05/11/06 GB962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3523	Gila Bend Substation OPERATING		05/09/06 GB1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4179	Gila Bend Substation OPERATING		05/18/10 M SPARE BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3429	Grey Bears Substation OPERATING		06/30/06 GBS762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1788	Garfield Substation OPERATING		07/31/86 GF162 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B1789	Garfield Substation OPERATING		11/03/88 GF562 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B3177	Garfield Substation OPERATING		04/26/06 GF962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3211	Garfield Substation OPERATING		04/28/05 GF1362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B4195	Garfield Substation	OPERATING	06/01/09 GF1262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4169	Garfield Substation	OPERATING	11/05/10 DO NOT USE BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2938	Gfendale Substation	OPERATING	11/04/10 PP722 BRKR, 242KV, 2000A, 60KA 1P SF6 +	5
C5GL221J				5
C5GL621J				5
B2244	Greenbrier Substation	OPERATING	05/14/99 GN382 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B2714	Greenbrier Substation	OPERATING	02/02/03 GN562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2783	Greenbrier Substation	OPERATING	02/08/02 GN762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2784	Greenbrier Substation	OPERATING	02/08/02 GN962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3845	Gillespie #1 Substation	OPERATING	02/27/08 GP262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3846	Gillespie #1 Substation	OPERATING	02/27/08 GP562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3847	Gillespie #1 Substation	OPERATING	02/27/08 GP762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3848	Gillespie #1 Substation	OPERATING	02/27/08 GP862 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3849	Gillespie #1 Substation	OPERATING	02/27/08 GP962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2121	Gilbert Substation	OPERATING	07/31/98 GR162 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B2122	Gilbert Substation	OPERATING	07/31/98 GR562 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B4350	Granite Reef Substation	OPERATING	03/01/11	33
B4351	Granite Reef Substation	OPERATING	03/01/11	33
B2236	Grinstead Substation	OPERATING	07/10/00 GRW162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3178	Grinstead Substation	OPERATING	10/15/05 GRW562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3101	Gavilan Peak Substation	OPERATING	05/15/04 GV3262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3102	Gavilan Peak Substation	OPERATING	05/15/04 GV3662 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3103	Gavilan Peak Substation	OPERATING	05/15/04 GV3362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3104	Gavilan Peak Substation	OPERATING	05/15/04 GV3762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3105	Gavilan Peak Substation	OPERATING	05/15/04 GV3962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2715	Greenway Substation	OPERATING	11/20/03 GW562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2786	Greenway Substation	OPERATING	07/18/02 GW362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3859	Greenway Substation	OPERATING	07/30/08 GW1162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4005	Greenway Substation	OPERATING	06/27/08 GW962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3170	Hayes Guich Substation	OPERATING	08/19/05 HC362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3565	Hearn Substation	OPERATING	09/19/06 HE362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3566	Hearn Substation	OPERATING	09/19/06 HE762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3386	Hatfield Substation	OPERATING	09/06/06 HF362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3387	Hatfield Substation	OPERATING	09/06/06 HF762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3272	Humbug Substation	OPERATING	02/01/06 HG362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3336	Humbug Substation	OPERATING	02/01/06 HG762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2727	Hedgepeth Hills Substation	OPERATING	01/30/02 HH362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B2728	Hedgepeth Hills Substation	OPERATING	01/30/02 HH762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3425	Hedgepeth Hills Substation	OPERATING	08/29/06 HH962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4205	Hashknife Substation (WINI)	OPERATING	05/01/05 HKF362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3384	Hohokam Substation	OPERATING	01/20/05 HKM362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3385	Hohokam Substation	OPERATING	01/20/05 HKM762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2368	Harbor Substation	OPERATING	03/15/01 HR1162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2379	Harbor Substation	OPERATING	03/15/01 HR1362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B3423	Harbor Substation	OPERATING	06/01/06 HR762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3424	Harbor Substation	OPERATING	06/01/06 HR562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3047	Honeywell Substation	OPERATING	08/15/04 HW362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3048	Honeywell Substation	OPERATING	08/15/04 HW562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3049	Honeywell Substation	OPERATING	08/15/04 HW762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2374	Indian Bend Substation	OPERATING	09/27/01 IB162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2416	Indian Bend Substation	OPERATING	03/22/02 IB562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4076	Indian Bend Substation	OPERATING	12/18/09 IB362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2958	Indianola Substation	OPERATING	11/22/02 IN162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B3379	Indianola Substation	OPERATING	03/02/06 IN362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4161	Indianola Substation	OPERATING	12/23/09 IN562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4162	Indianola Substation	OPERATING	03/02/10 IN762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4163	Indianola Substation	OPERATING	09/10/09 (FUT.) IN662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	5
B1751	Ivalon Substation	OPERATING	06/06/87 IV362 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B4117	Ivalon Substation	OPERATING	09/30/10 FLIT. IV162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
OSJM121J				5
B2455	Jackson Street Substation	OPERATING	01/12/02 JS1462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2957	Jackson Street Substation	OPERATING	11/15/02 JS762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4074	Jackson Street Substation	OPERATING	10/15/09 JS1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4311	Jackson Street Substation	OPERATING	02/23/11 (FLIT.) M SPARE BRKR 72.5KV 2000A 40KAIR 1P-SF6	5
B2179	Javelina Substation	OPERATING	04/06/99 JV762 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B2789	Javelina Substation	OPERATING	02/25/02 JV362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2269	Jomax Substation	OPERATING	06/02/00 JX362 BRKR 72.5KV, 2000A, 40KAIR, 1P-SF6	33
B2270	Jomax Substation	OPERATING	06/02/00 JX762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2892	Jomax Substation	OPERATING	02/21/03 JX162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2331	Kinder Morgan Substation	OPERATING	KM162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3216	Lakeside Substation	OPERATING	07/23/05 LA262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3217	Lakeside Substation	OPERATING	07/23/05 LA762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3218	Lakeside Substation	OPERATING	LA1362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3219	Lakeside Substation	OPERATING	LA2662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2897	Luke Field Substation	OPERATING	01/11/05 LF462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2869	Luke Field Substation	OPERATING	01/11/05 LF662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2970	Luke Field Substation	OPERATING	01/11/05 LF762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3220	Laguna Substation	OPERATING	05/23/05 LG662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3221	Laguna Substation	OPERATING	05/23/05 LG1062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1986	Litchfield Substation	OPERATING	07/06/98 LH162 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B2376	Litchfield Substation	OPERATING	11/08/00 LH762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4217	LIBERTY IRON (PERMANE OPERATING		FUT. LIT. BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	5
B4219	LIBERTY IRON (PERMANE NOT READY		FLIT. LIT. BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	5
B2364	Lincoln Street West Substat	OPERATING	05/18/01 LL362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2965	Lincoln Street West Substat	OPERATING	05/21/01 LL462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2966	Lincoln Street West Substat	OPERATING	05/18/01 LL862 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2367	Lincoln Street West Substat	OPERATING	05/21/01 LL1562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2716	Lincoln Street West Substat	OPERATING	02/12/03 LL1262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3181	Lincoln Street West Substat	OPERATING	09/08/05 LL1662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3850	Lincoln Street West Substat	OPERATING	09/30/06 LL762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3651	Lincoln Street West Substat	OPERATING	09/30/06 LL962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3652	Lincoln Street West Substat	OPERATING	10/01/06 LL1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2378	Lincoln Street North Substat	OPERATING	12/20/02 LN362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2863	Lincoln Street North Substat	OPERATING	02/03/03 LN662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2909	Lincoln Street North Substat	OPERATING	05/09/02 LN1362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3011	Lincoln Street North Substat	OPERATING	11/15/03 LN1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3352	Lincoln Street North Substat	OPERATING	04/12/06 LN1062 BRKR 121KV, 2000A, 63KAIR 1P-SF6	128
B3668	Lincoln Street North Substat	OPERATING	10/25/06 LN762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3933	Lincoln Street North Substat	OPERATING	03/04/10 LN966 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2814	Lone Peak Substation	OPERATING	03/26/02 LP662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2816	Lone Peak Substation	OPERATING	03/22/02 LP762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2867	Lone Peak Substation	OPERATING	04/05/02 LP562 BRKR 72.5KV, 2000A, 31.5 (40) KAIR 1P-SF6	33
B4032	Lone Peak Substation	OPERATING	03/17/02 LP322 BRKR 242KV, 2000A, 50KA 1P-SF6	161
B4033	Lone Peak Substation	OPERATING	03/05/02 LP226 BRKR 242KV, 2000A, 50KA 1P-SF6	161
B4034	Lone Peak Substation	OPERATING	02/24/02 LP122 BRKR 242KV, 2000A, 50KA 1P-SF6	161
B4035	Lone Peak Substation	OPERATING	03/26/03 LP722 BRKR 242KV, 2000A, 50KA 1P-SF6	161
B4036	Lone Peak Substation	OPERATING	LP626 BRKR 242KV, 2000A, 50KA 1P-SF6	161
B4046	Lone Peak Substation	OPERATING	12/11/09 LP1262 BRKR 123KV, 3000A, 63KAIR 1P-SF6	128

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B4078	Lone Peak Substation	OPERATING	11/19/08 LP662 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B4181	Lone Peak Substation	OPERATING	LP1362 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B4188	Lone Peak Substation	OPERATING	10/20/09 LP1162 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B4189	Lone Peak Substation	OPERATING	LP1462 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B2079	Lower River Substation	OPERATING	06/27/97 LR162 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B2080	Lower River Substation	OPERATING	06/24/97 LR362 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B3654	Lower River Substation	OPERATING	03/15/08 LR562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2964	Lincoln Street South (230KV OPERATING		03/24/04 LSS222 BRKR 242KV, 3000A, 50KA 1P SF6	135
B2965	Lincoln Street South (230KV OPERATING		03/19/04 LSS422 BRKR 242KV, 3000A, 50KA 1P SF6	135
B2966	Lincoln Street South (230KV OPERATING		03/10/04 LSS822 BRKR 242KV, 3000A, 50KA 1P SF6	135
B2967	Lincoln Street South (230KV OPERATING		04/11/03 LSS922 BRKR 242KV, 3000A, 50KA 1P SF6	135
B2968	Lincoln Street South (230KV OPERATING		03/28/03 LSS1122 BRKR 242KV, 3000A, 50KA 1P-SF6	135
B2255	Loma Vista Substation	OPERATING	10/18/02 LV1362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B2256	Loma Vista Substation	OPERATING	10/23/02 LV562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2731	Loma Vista Substation	OPERATING	01/25/02 LV962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3765	Loma Vista Substation	OPERATING	08/11/06 LV162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4115	Loma Vista Substation	OPERATING	11/04/09 LV762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
CSLW121J				5
CSLW123J				5
B2272	Lonesome Valley Substation	OPERATING	09/05/00 LY762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2399	Lonesome Valley Substation	OPERATING	05/21/02 LY162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2866	Lonesome Valley Substation	OPERATING	05/29/03 LY562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1777	Marine Air Base Substation	OPERATING	06/21/88 MA562 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B4118	Marine Air Base Substation	OPERATING	09/26/10 FLT. MA162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4188	Maricopa Substation - DOE	OPERATING	DO NOT USE BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	5
B4376	Maricopa Substation - DOE	DECOMMISSIONED		5
B3662	McCormick Substation	OPERATING	11/15/06 MC362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3663	McCormick Substation	OPERATING	11/15/06 MC562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3664	McCormick Substation	OPERATING	11/15/06 MC762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2396	McMicken Substation	OPERATING	06/01/01 MCM162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2397	McMicken Substation	OPERATING	06/01/01 MCM362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B2398	McMicken Substation	OPERATING	02/21/03 MCM762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3657	McMicken Substation	OPERATING	11/15/06 MCM962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3585	Monte Cristo Substation	OPERATING	10/27/09 MCR362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1740	Meadowbrook Substation	OPERATING	09/01/88 ME962 BRKR 72.5KV, 2000A, 40KAIR, 1P-SF6++	15
B1741	Meadowbrook Substation	OPERATING	09/01/88 ME762 BRKR 72.5KV, 2000A, 40KAIR, 1P SF6++	15
B1828	Meadowbrook Substation	OPERATING	01/29/89 ME122 BRKR 242KV, 2000A, 40KAIR, 1P SF6	50
B1829	Meadowbrook Substation	OPERATING	02/01/89 ME322 BRKR 242KV, 2000A, 40KAIR, 1P SF6	50
B2254	Meadowbrook Substation	OPERATING	10/04/02 ME582 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2268	Meadowbrook Substation	OPERATING	10/18/02 ME482 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2271	Meadowbrook Substation	OPERATING	06/13/08 ME262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3180	Meadowbrook Substation	OPERATING	11/16/05 ME1062 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3379	Meadowbrook Substation	OPERATING	08/20/06 ME862 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3520	Meadowbrook Substation	OPERATING	09/19/06 ME362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
GIBME			01/29/1990	2000
B1619	Metro Substation	OPERATING	04/01/85 MET962 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B1783	Metro Substation	OPERATING	07/31/86 MET162 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B2711	Metro Substation	OPERATING	03/18/02 MET762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2729	Metro Substation	OPERATING	01/21/03 MET962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4094	Milligan Substation	OPERATING	09/01/09 MGN222 BRKR 242KV, 3000A, 63KAIR, 1P SF6	161
B4095	Milligan Substation	OPERATING	09/01/09 MGN422 BRKR 242KV, 3000A, 63KAIR, 1P SF6	161
B4096	Milligan Substation	OPERATING	09/01/09 MGN522 BRKR 242KV, 3000A, 63KAIR, 1P SF6	161
B4097	Milligan Substation	OPERATING	09/09/09 MGN262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4098	Milligan Substation	OPERATING	09/09/09 MGN462 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4099	Milligan Substation	OPERATING	09/09/09 MGN562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4276	Milligan Substation	OPERATING	03/24/10 MGN962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B1013	Moenkopi Substation	OPERATING	10/09/75 MK952 BRKR. 550KV, 3000A, 40KAIR, 2P-SF6	1500
B1016	Moenkopi Substation	OPERATING	10/09/75 MK556 BRKR 550KV, 3000A, 40KAIR, 2P-SF6	1500
B2944	Moenkopi Substation	OPERATING	01/31/03 MK655X B-P BRKR 550/72.5KV, 2000A 40KA, 1-P SF6	33
B3886	Moenkopi Substation	OPERATING	10/01/05 MK155X B-P BRKR 550 (170)KV, 4000A 1P-SF6	48
B3887	Moenkopi Substation	OPERATING	05/19/06 MK956X B-P BRKR. 550 (170) KV, 4000A 1P-SF6	48
B4356	Moenkopi Substation	OPERATING		1157
B4357	Moenkopi Substation	OPERATING	09/16/11	1157
B2616	Moon Valley Substation	OPERATING	04/02/10 FUT ML362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2910	Mummy Mountain Substation	OPERATING	08/28/02 MM762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1959	McNeal Substation	OPERATING	10/03/98 MN162 BRKR 72.5KV, 2000A, 40KA 1P-SF6	25
B3074	Morristown Substation	OPERATING	08/24/04 MQ762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3075	Morristown Substation	OPERATING	08/24/04 MQ562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3076	Morristown Substation	OPERATING	08/24/04 MQ162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3016	Marinette Substation	OPERATING	12/13/03 MR662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3342	Marinette Substation	OPERATING	05/07/05 MR1062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3550	Marinette Substation	OPERATING	01/24/07 MR762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4202	Meridian Substation	OPERATING	09/21/09 MRD362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3942	Morgan Substation	OPERATING	05/15/10 FUT. MRG452 BRKR. 550KV, 4000A, 63KA 1P-SF6	595
B3943	Morgan Substation	OPERATING	05/15/10 FUT. MRG556 BRKR. 550KV, 4000A, 63KA 1P-SF6	595
B3944	Morgan Substation	OPERATING	05/15/10 FUT. MRG1052 BRKR. 550KV, 4000A, 63KA 1P-SF6	595
B4231	Morgan Substation	OPERATING	05/15/10 FUT. MRG652 BRKR. 550KV, 3000A, 63KA 1P-SF6	1157
B2414	Merrill (Ranch) Substation	OPERATING	07/13/11 REPAIR BRKR 72.5KV, 2000A, 40KAIR 1P-SF6 ++	5
B2765	Merrill (Ranch) Substation	OPERATING	10/22/09 MRL1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4011	Merrill (Ranch) Substation	OPERATING	10/22/09 MRL362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1624	Mural Substation	OPERATING	04/16/85 MU362 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B2249	Mural Substation	OPERATING	10/07/99 MU562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2484	Mural Substation	OPERATING	10/31/02 MU462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
CSMU311J			11/07/2002	6
B2248	Mountain View Substation	OPERATING	07/07/99 MW1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2486	Mountain View Substation	OPERATING	01/17/02 MW362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3172	Mountain View Substation	OPERATING	02/24/05 MW162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3173	Mountain View Substation	OPERATING	02/22/05 MW562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3174	Mountain View Substation	OPERATING	03/02/05 MW962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1474	North Gila Substation 500KV	OPERATING	06/19/84 NG556 BRKR 550KV, 3000A, 40KAIR 1P-SF6	127
B1475	North Gila Substation 500KV	OPERATING	06/19/84 NG652 BRKR 550KV, 3000A, 40KAIR 1P-SF6	127
B1476	North Gila Substation 500KV	OPERATING	06/19/84 NG856 BRKR 550KV, 3000A, 40KAIR 1P-SF6	127
B3146	North Gila Substation 500KV	OPERATING	10/01/05 NG952 BRKR. 550KV, 4000A, 50KA 1P-SF6	37
B3733	North Gila Substation 500KV	OPERATING	06/14/06 NG656X B.P. BRKR 550 (170)KV, 4000A, 40KAIR 1P-SF6	48
B4368	North Gila Substation 500KV	OPERATING	09/07/11	130
B1516	North Gila Substation 69KV	OPERATING	06/19/84 NG262 BRKR 72.5KV, 2000A, 31.5KA 1P-SF6	15
B1517	North Gila Substation 69KV	OPERATING	06/19/84 NG462 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	15
B1518	North Gila Substation 69KV	OPERATING	06/19/84 NG562 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6 ++	15
B1520	North Gila Substation 69KV	OPERATING	08/05/83 NG962 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	15
B1521	North Gila Substation 69KV	OPERATING	08/05/83 NG1162 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	15
B3148	North Gila Substation 69KV	OPERATING	07/01/05 NG1062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3348	North Gila Substation 69KV	OPERATING	07/01/06 NG662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3381	North Gila Substation 69KV	OPERATING	07/05/06 NG162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3382	North Gila Substation 69KV	OPERATING	07/05/06 NG362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3770	North Gila Substation 69KV	OPERATING	06/29/09 NG762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4106	North Gila Substation 69KV	OPERATING	06/14/09 NG062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2712	New River Substation	OPERATING	03/25/03 NR562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2846	New River Substation	OPERATING	03/27/03 NR362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2846	New River Substation	OPERATING	03/25/03 NR762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2854	New River Substation	OPERATING	03/30/03 NR962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3041	New River Substation	OPERATING	01/10/04 NR162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1162	Navajo Substation	OPERATING	12/01/75 NV1052 BRKR 550KV, 3000A, 40KAIR, 2P-SF6	1600
B1163	Navajo Substation	OPERATING	04/01/75 NV1156 BRKR 550KV, 3000A, 40KAIR, 2P-SF6	1600

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B1165	Navajo Substation	OPERATING	12/01/75 NV1552 BRKR 550KV, 3000A, 40KAIR, 2P SF6	1500
B1522	Navajo Substation	OPERATING	06/01/84 NV2056 BRKR 550KV, 4000A, 50KAIR, 1P SF6	105
B3265	Navajo Substation	OPERATING	05/01/06 NV1652 BRKR 550KV, 4000A, 50KA 1P SF6	130
B3393	Navajo Substation	OPERATING	02/12/07 NV1852 BRKR 550KV, 4000A, 50KA 1P SF6	87
B3640	Navajo Substation	OPERATING	10/15/08 NV2152 BRKR 550KV, 4000A, 50KA 1P SF6	130
B4130	Navajo Substation	OPERATING	02/04/10 NV1252 BRKR 550KV, 4000A, 50KA 1P SF6 +	130
B4131	Navajo Substation	OPERATING	03/31/10 NV1456 BRKR 550KV, 4000A, 50KA 1P SF6	130
B4234	Navajo Substation	OPERATING	09/30/10 (FUT.) NV1352 BRKR 550KV, 4000A, 63KA, 1P-SF6	162
B4235	Navajo Substation	OPERATING	09/15/10 (FUT.) NV1756 BRKR 550KV, 4000A, 63KA, 1P-SF6	162
B4259	Navajo Substation	OPERATING	05/23/08 NV1856X B-P BRKR 550 (170) KV, 4000A, 1P SF6	48
B4260	Navajo Substation	OPERATING	05/23/08 NV1857X BRKR 550 (170) KV, 4000A, 1P SF6	48
B4261	Navajo Substation	OPERATING	06/01/08 NV1856X BRKR 550 (170) KV, 4000A, 1P SF6	48
B1884	North Valley Substation	OPERATING	05/11/90 NY562 BRKR 72.5KV, 2000A, 31.4KAIR, 1P SF6	15
B2250	North Valley Substation	OPERATING	03/23/06 NY362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B4047	North Valley Substation	OPERATING	12/16/08 NV162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2251	Ocotillo Substation	OPERATING	05/19/00 OC322 BRKR 242KV, 2000A, 50KAIR, 1P SF6	270
B2562	Ocotillo Substation	OPERATING	12/14/02 OC322 BRKR 242KV, 2000A, 50KAIR 1P SF6	136
B2566	Ocotillo Substation	OPERATING	08/21/02 OC362 BRKR 72.5KV, 2000A, 50 (63)KAIR 1P SF6	115
B2579	Ocotillo Substation	OPERATING	02/19/02 OC562 BRKR 72.5KV, 2000A, 50KAIR 1P-SF6	115
B2898	Ocotillo Substation	OPERATING	06/05/02 OC1422 BRKR 242KV, 2000A, 50KAIR 1P SF6	135
B2999	Ocotillo Substation	OPERATING	06/05/02 OC1522 BRKR 242KV, 2000A, 50KAIR 1P SF6	135
B2923	Ocotillo Substation	OPERATING	05/08/04 OC1162 BRKR 72.5KV, 2000A, 63KAIR, 1P-S	115
B2947	Ocotillo Substation	OPERATING	11/27/02 OC162 BRKR 121KV, 2000A, 63KAIR 1P SF6++	115
B2956	Ocotillo Substation	OPERATING	07/15/03 OC262 BRKR 121KV, 2000A, 63KA 1P SF6++	115
B2981	Ocotillo Substation	OPERATING	04/04/03 OC622 BRKR 242KV, 2000A, 50KAIR 1P SF6	135
B2991	Ocotillo Substation	OPERATING	06/16/03 OC822 BRKR 242KV, 2000A, 50KAIR 1P SF6	135
B2999	Ocotillo Substation	OPERATING	11/15/05 OC522 BRKR 242KV, 3000A, 50KA 1P SF6	135
B3297	Ocotillo Substation	OPERATING	01/22/09 (FUT.) OC1062 BRKR 121KV, 2000A, 63KAIR 1P SF6	75
B3298	Ocotillo Substation	OPERATING	11/15/08 (FUT.) OC462 BRKR 121KV, 2000A, 63KAIR 1P SF6	75
B3441	Ocotillo Substation	OPERATING	09/17/07 OC1222 BRKR 242KV, 2000A, 63KAIR 1P SF6	161
B3442	Ocotillo Substation	OPERATING	03/02/06 OC1022 BRKR 242KV, 2000A, 63KAIR 1P SF6	161
B3570	Ocotillo Substation	OPERATING	01/14/09 (FUT.) OC1462 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3573	Ocotillo Substation	OPERATING	01/28/09 (FUT.) OC762 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3575	Ocotillo Substation	OPERATING	02/02/09 (FUT.) OC862 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3690	Ocotillo Substation	OPERATING	01/30/07 OC1122 BRKR 242KV, 2000A, 50KAIR 1P SF6	161
B3691	Ocotillo Substation	OPERATING	10/31/06 OC1322 BRKR 242KV, 2000A, 50KAIR 1P SF6	161
B3734	Ocotillo Substation	OPERATING	02/22/07 (FUT.) OC062 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3735	Ocotillo Substation	OPERATING	02/02/09 (FUT.) OC_____ BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3780	Ocotillo Substation	OPERATING	01/06/09 (FUT.) OC_____ BRKR 123KV, 3000A, 63KAIR 1P SF6	128
B4037	Ocotillo Substation	OPERATING	10/28/06 OC722 BRKR 242KV, 2000A, 50KA 1P SF6	161
B4071	Ocotillo Substation	OPERATING	01/28/09 (FUT.) OC_____ BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B4072	Ocotillo Substation	OPERATING	02/25/09 OC862 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B4073	Ocotillo Substation	OPERATING	(FUT.) OC_____ BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3655	Old Home Manor Substation	OPERATING	12/10/08 OHM162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3656	Old Home Manor Substation	OPERATING	12/10/08 OHM362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3657	Old Home Manor Substation	OPERATING	12/10/08 OHM962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2531	Orangewood Substation	OPERATING	11/17/03 OR182 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2995	Orangewood Substation	OPERATING	11/12/03 OR262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3301	Orangewood Substation	OPERATING	01/17/06 OR662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3838	Orangewood Substation	OPERATING	09/02/08 OR1062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2088	Peoria Substation	OPERATING	03/04/98 PA162 BRKR 72.5KV, 2000A, 31.5KAIR 1-P SF6	25
B2096	Peoria Substation	OPERATING	03/19/98 PA562 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
B3667	Palomines Substation	OPERATING	03/24/06 PAL362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1966	Papago Butte Substation	OPERATING	02/24/95 PB662 BRKR 72.5KV, 2000A, 40 KAIR, 1P-SF6	25
B4312	Papago Butte Substation	NON-OPERATING	(FUT.) M SPARE BRKR 72.5KV 2000A 40KAIR 1P-SF6	5
B1885	Prescott City Substation	OPERATING	08/09/90 PC162 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B2857	Prescott City Substation	OPERATING	06/12/02 PC262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2958	Prescott City Substation	OPERATING	06/12/02 PC462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4294	Prescott City Substation	OPERATING	06/01/10 PC362 BRKR 72.5KV, 2000A 40KA 1P-SF6	33
B3388	Pebblecreek Substation	OPERATING	01/20/06 PGK362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3389	Pebblecreek Substation	OPERATING	01/20/06 PGK762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B2407	Paradise Substation	OPERATING	04/20/01 PD262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2408	Paradise Substation	OPERATING	04/20/01 PD662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2409	Paradise Substation	OPERATING	04/20/01 PD1062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2410	Paradise Substation	OPERATING	04/20/01 PD1262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3210	Paradise Substation	OPERATING	06/15/05 PD762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4077	Paradise Substation	OPERATING	12/17/09 PD362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2839	Picket Substation	OPERATING	11/01/02 PKT212 BRKR 121KV, 2000A, 40KAIR 1P-SF6	75
B3173	Polk Substation	OPERATING	06/01/05 PLK562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3212	Polk Substation	OPERATING	06/01/05 PLK162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3214	Polk Substation	OPERATING	06/01/05 PLK 362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3269	Polk Substation	OPERATING	06/01/05 PLK762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3270	Polk Substation	OPERATING	06/01/05 PLK962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2594	Panda Generating Station	OPERATING	05/02/02 PND222 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2595	Panda Generating Station	OPERATING	05/02/02 PND422 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2596	Panda Generating Station	OPERATING	05/02/02 PND322 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B4407	Panda Generating Station	OPERATING		5
B3411	Pioneer Substation	OPERATING	04/19/06 PNR1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3412	Pioneer Substation	OPERATING	04/19/06 PNR762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1266	Pinnacle Peak Substation	OPERATING	01/01/79 PP932 BRKR 362KV, 3000A, 40KA, 2P-SF6	790
B1267	Pinnacle Peak Substation	OPERATING	01/01/79 PP1032 BRKR 362KV, 3000A, 40KAIR, 2P-SF6	790
B2916	Pinnacle Peak Substation	OPERATING	10/11/02 PP1462 BRKR 121KV, 2000A, 63KAIR 1P-SF6	115
B2917	Pinnacle Peak Substation	OPERATING	10/04/02 PP1262 BRKR 121KV, 2000A, 63KAIR 1P-SF6	115
B2919	Pinnacle Peak Substation	OPERATING	11/01/02 PP862 BRKR 121KV, 2000A, 63KAIR 1P-SF6	75
B2920	Pinnacle Peak Substation	OPERATING	10/18/02 PP1662 BRKR 121KV, 2000A, 63KAIR 1P-SF6	115
B2921	Pinnacle Peak Substation	OPERATING	10/25/02 PP1762 BRKR 121KV, 2000A, 63KAIR 1P-SF6	115
B2945	Pinnacle Peak Substation	OPERATING	11/08/02 PP762 BRKR 123KV, 2000A, 63KAIR 1P-SF6	115
B3145	Pinnacle Peak Substation	OPERATING	04/12/06 PP362 BRKR 121KV, 2000A, 63KAIR 1P-SF6	75
B3299	Pinnacle Peak Substation	OPERATING	01/17/06 PP1062 BRKR 121KV, 2000A, 63KAIR 1P-SF6	75
B3302	Pinnacle Peak Substation	OPERATING	01/17/06 PP462 BRKR 121KV, 2000A, 63KAIR 1P-SF6	75
B3303	Pinnacle Peak Substation	OPERATING	02/13/06 PP562 BRKR 121KV, 2000A, 63KAIR 1P-SF6	5
B3350	Pinnacle Peak Substation	OPERATING	04/12/06 PP162 BRKR 121KV, 2000A, 63KAIR 1P-SF6	128
B3351	Pinnacle Peak Substation	OPERATING	04/14/06 PP1662 BRKR 121KV, 2000A, 63KAIR 1P-SF6	128
B3508	Pinnacle Peak Substation	OPERATING	12/07/07 PP022 BRKR 242KV, 3000A, 63KAIR 1P-SF6	161
B3509	Pinnacle Peak Substation	OPERATING	11/02/07 PP522 BRKR 242KV, 3000A, 63KAIR 1P-SF6	161
B3510	Pinnacle Peak Substation	OPERATING	06/18/07 PP922 BRKR 242KV, 3000A, 63KAIR 1P-SF6	161
B3511	Pinnacle Peak Substation	OPERATING	06/29/07 PP322 BRKR 242KV, 3000A, 63KAIR 1P-SF6	5
B3512	Pinnacle Peak Substation	OPERATING	08/20/07 PP422 BRKR 242KV, 3000A, 63KAIR 1P-SF6	161
B3513	Pinnacle Peak Substation	OPERATING	07/30/07 PP622 BRKR 242KV, 3000A, 63KAIR 1P-SF6	161
B3514	Pinnacle Peak Substation	OPERATING	10/11/07 PP1422 BRKR 242KV, 3000A, 63KAIR 1P-SF6	161
B3567	Pinnacle Peak Substation	OPERATING	04/12/06 PP262 BRKR 123KV, 2000A, 63KAIR 1P-SF6	115
B3938	Pinnacle Peak Substation	OPERATING	03/12/10 PP252 BRKR 550KV, 3000A, 63KA 1P-SF6	1157
B4043	Pinnacle Peak Substation	OPERATING	03/10/10 PP152 BRKR 550KV, 3000A, 63KA 1P-SF6	1157
B4049	Pinnacle Peak Substation	OPERATING	12/04/08 PP962 BRKR 123KV, 3000A, 63KAIR 1P-SF6	128
B4050	Pinnacle Peak Substation	OPERATING	05/17/11 TCP SPARE BRKR 123KV, 3000A, 63KAIR 1P-SF6	5
B4087	Pinnacle Peak Substation	OPERATING	05/18/09 PP1622 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4088	Pinnacle Peak Substation	OPERATING	05/18/09 PP1722 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4089	Pinnacle Peak Substation	OPERATING	05/18/09 PP1822 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4100	Pinnacle Peak Substation	OPERATING	04/12/10 FUT. PP 3022 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4101	Pinnacle Peak Substation	OPERATING	04/06/10 FUT. PP 3126 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4102	Pinnacle Peak Substation	OPERATING	04/07/10 FUT. PP3222 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4110	Pinnacle Peak Substation	OPERATING	05/18/09 PP1622 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4124	Pinnacle Peak Substation	OPERATING	01/12/11 FUT PP662 BRKR 123KV, 2000A, 63KAIR 1P-SF6	5
B4132	Pinnacle Peak Substation	OPERATING	11/04/10 FUT.VV SPARE BRKR 550KV, 4000A, 50KA 1P-SF6	5
B4184	Pinnacle Peak Substation	OPERATING	04/12/10 FUT. PP 3322 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4185	Pinnacle Peak Substation	OPERATING	04/06/10 FUT. PP3426 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4186	Pinnacle Peak Substation	OPERATING	03/30/10 FUT. PP3622 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4187	Pinnacle Peak Substation	OPERATING	03/29/10 PP3726 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4188	Pinnacle Peak Substation	OPERATING	03/29/10 PP3822 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4189	Pinnacle Peak Substation	OPERATING	03/29/10 PP3922 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4190	Pinnacle Peak Substation	OPERATING	03/27/10 PP4026 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4191	Pinnacle Peak Substation	OPERATING	03/24/10 PP4026 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4192	Pinnacle Peak Substation	OPERATING	03/29/10 PP5022 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4193	Pinnacle Peak Substation	OPERATING	08/31/10 (FUT.) PP1322 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	161
B4196	Pinnacle Peak Substation	OPERATING	03/12/10 PP5132 BRKR 362KV, 3000A 40KA 1P-SF6	300

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B4209	Pinnacle Peak Substation	OPERATING	03/20/10 PF762 BRKR 550KV, 3000A, 63KA 1P SF6	1157
B4210	Pinnacle Peak Substation	OPERATING	03/20/10 PP852 BRKR 550KV, 3000A, 63KA 1P SF6	1157
B4211	Pinnacle Peak Substation	OPERATING	07/21/10 (FUT.) PP122 BRKR 242KV, 3000A, 63KAIR, 1P SF6 +	161
B4212	Pinnacle Peak Substation	OPERATING	03/15/11 (FUT.) PP1022 BRKR 242KV, 3000A, 63KAIR, 1P SF6 +	161
B4213	Pinnacle Peak Substation	OPERATING	09/05/10 (FUT.) PP1122 BRKR 242KV, 3000A, 63KAIR, 1P SF6	161
B4214	Pinnacle Peak Substation	OPERATING	07/25/09 PP1222 BRKR 242KV, 3000A, 63KAIR, 1P SF6	161
B4236	Pinnacle Peak Substation	NOT READY	(FUT.) PP222 BRKR 242KV, 3000A, 63KAIR, 1P SF6 +	161
B4237	Pinnacle Peak Substation	OPERATING	04/27/10 (FUT.) PP722 BRKR 242KV, 3000A, 63KAIR, 1P SF6 +	5
B4238	Pinnacle Peak Substation	OPERATING	05/28/10 (FUT.) PP822 BRKR 242KV, 3000A, 63KAIR, 1P SF6 +	161
B4362	Pinnacle Peak Substation	OPERATING	05/17/11	161
B2120	Preacher Canyon Substation	OPERATING	06/15/98 PR662 BRKR 72.5KV, 2000A, 31.5KAIR 1P- SF6	25
B2334	Preacher Canyon Substation	OPERATING	08/31/01 PR732 BRKR 362KV, 2000A, 40KAIR 1P SF6	365
B2360	Preacher Canyon Substation	OPERATING	11/09/01 PR562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2381	Preacher Canyon Substation	OPERATING	06/15/02 PR262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	28
B2525	Preacher Canyon Substation	OPERATING	09/13/02 PR362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B2688	Preacher Canyon Substation	OPERATING	09/13/02 PR432 BRKR 362KV, 2000A, 40KAIR 1P SF6	365
B2689	Preacher Canyon Substation	OPERATING	09/11/02 PR232 BRKR 362KV, 2000A, 40KAIR 1P- SF6	365
B2690	Preacher Canyon Substation	OPERATING	04/12/02 PR532 BRKR 362KV, 2000A, 40KAIR 1P SF6	365
B4295	Preacher Canyon Substation	OPERATING	08/12/10 PR162 BRKR 72.5KV 2000A 40KA 1P SF6	33
B2895	Paulden Substation	OPERATING	06/09/04 PU162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2974	Paulden Substation	OPERATING	06/09/04 PU362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3659	Paulden Substation	OPERATING	08/08/07 PU762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3660	Paulden Substation	OPERATING	08/08/07 PU962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3645	Palm Valley Substation	OPERATING	03/07/07 PV222 BRKR 242KV, 3000A, 63KAIR 1P SF6	161
B3646	Palm Valley Substation	OPERATING	03/07/07 PV522 BRKR 242KV, 3000A, 63KAIR 1P SF6	161
B3647	Palm Valley Substation	OPERATING	03/07/07 PV422 BRKR 242KV, 3000A, 63KAIR 1P SF6	161
B3664	Palm Valley Substation	OPERATING	04/12/07 PV462 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3685	Palm Valley Substation	OPERATING	04/12/07 PV562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3686	Palm Valley Substation	OPERATING	04/12/07 PV1262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3687	Palm Valley Substation	OPERATING	04/12/07 PV1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3688	Palm Valley Substation	OPERATING	04/12/07 PV1862 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3223	Pyramid Peak Substation	OPERATING	06/04/05 PYR362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3223	Pyramid Peak Substation	OPERATING	06/04/05 PYR762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4223	Pyramid Peak Substation	OPERATING	05/04/10 (FUT.) PYR962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	5
B3149	Pinal Substation	OPERATING	06/07/05 PZ 262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3150	Pinal Substation	OPERATING	06/07/05 PZ462 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3151	Pinal Substation	OPERATING	06/07/05 PZ562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2305	Quail Springs Substation	OPERATING	01/10/01 QS362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B2327	Quail Springs Substation	OPERATING	12/20/00 QS662 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2328	Quail Springs Substation	OPERATING	12/20/00 QS762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2332	Quail Springs Substation	OPERATING	12/21/00 QS1162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6 +	33
B4138	Quail Springs Substation	OPERATING	10/05/09 QS1262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3349	Quechan Substation	OPERATING	10/12/06 QU962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3827	Quechan Substation	OPERATING	01/25/07 QU1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2660	Reach Substation	OPERATING	02/05/02 RCH222 242KV, 2000A, 50KAIR 1P SF6	138
B2661	Reach Substation	OPERATING	02/05/02 RCH322 242KV, 2000A, 50KAIR 1P SF6	138
B2597	Reach Substation	OPERATING	02/05/02 RCH522 242KV, 2000A, 50KAIR 1P SF6	138
B2612	Reach Substation	OPERATING	02/05/02 RCH1162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2613	Reach Substation	OPERATING	02/05/02 RCH1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2614	Reach Substation	OPERATING	02/05/02 RCH1762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2615	Reach Substation	NON-OPERATING	TOP SPARE BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	5
B2616	Reach Substation	NON-OPERATING	TOP SPARE BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	5
B3159	Reach Substation	OPERATING	05/01/06 RCH1862 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3160	Reach Substation	OPERATING	05/01/06 RCH1462 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3161	Reach Substation	OPERATING	05/01/06 RCH2362 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3437	Reach Substation	OPERATING	05/01/06 RCH422 BRKR 242KV, 3000A, 50KA 1P SF6	161
B3569	Reach Substation	OPERATING	05/01/06 RCH2862 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3577	Reach Substation	OPERATING	05/01/06 RCH2262 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
CSRCH1662J			02/26/2002	5
B3039	Rawhide Substation	OPERATING	03/31/04 RH562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B3040	Rawhide Substation	OPERATING	03/24/04 RH162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3077	Rawhide Substation	OPERATING	03/24/04 RH362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2093	Rio Vista Substation	OPERATING	04/16/98 RIV162 BRKR 72.5KV, 2000A, 31.5KAIR 1-P SF6	25
B2094	Rio Vista Substation	OPERATING	02/18/98 RIV562 BRKR 72.5KV, 2000A, 31.5KAIR 1-P SF6	25
B2095	Rio Vista Substation	OPERATING	02/19/98 RIV762 BRKR 72.5KV, 2000A, 31.5KAIR 1-P SF6	25
B3004	Road Runner Substation	OPERATING	02/09/04 RR362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4313	Road Runner Substation	OPERATING	04/01/11 (FLT.) M SPARE BRKR 72.5KV 2000A 40KAIR 1P-SF6	5
B2242	Rose Garden Substation	OPERATING	07/27/99 RSG762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2243	Rose Garden Substation	OPERATING	07/29/99 RSG362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B3950	Rose Garden Substation	OPERATING	04/18/08 RSG162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3951	Rose Garden Substation	OPERATING	04/18/08 RSG562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2181	Raintree Substation	OPERATING	03/26/99 RT362 BRKR 72.5KV, 2000A, 31.5KAIR, 1P SF6	25
B2182	Raintree Substation	OPERATING	03/26/99 RT762 BRKR 72.5KV, 2000A, 31.5KAIR, 1P- SF6	25
B3175	Raintree Substation	OPERATING	01/29/05 RT562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
CSRV181				5
CSRV261				5
B1979	Riverside Substation	OPERATING	01/12/94 RVS162 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B1980	Riverside Substation	OPERATING	04/12/94 RVS362 BRKR 72.5KV, 1200A, 31.5KAIR, 1P SF6	15
B1981	Riverside Substation	OPERATING	01/12/94 RVS762 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B3557	Riverside Substation	OPERATING	03/24/06 RVS562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3558	Riverside Substation	OPERATING	03/24/06 RVS962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2672	REDHAWK GENERATOR	OPERATING	09/01/01 RW556 BRKR 550KV, 3000A, 63KAIR, 1P SF6	1680
B2673	REDHAWK GENERATOR	OPERATING	07/15/01 RW652 BRKR 550KV, 3000A, 63KAIR, 1P SF6	1680
B2674	REDHAWK GENERATOR	OPERATING	07/15/01 RW856 BRKR 550KV, 3000A, 63KAIR, 1P SF6	1680
B2675	REDHAWK GENERATOR	OPERATING	07/15/01 RW952 BRKR 550KV, 3000A, 63KAIR, 1P SF6	1680
B2676	REDHAWK GENERATOR	OPERATING	07/15/01 RW1156 BRKR 550KV, 3000A, 63KAIR, 1P SF6	1680
B2677	REDHAWK GENERATOR	OPERATING	07/15/01 RW1252 BRKR 550KV, 3000A, 63KAIR, 1P SF6	1680
B2678	REDHAWK GENERATOR	OPERATING	07/15/01 RW1456 BRKR 550KV, 3000A, 63KAIR, 1P SF6	1680
B2679	REDHAWK GENERATOR	OPERATING	07/15/01 RW1552 BRKR 550KV, 3000A, 63KAIR, 1P SF6	1680
B2680	REDHAWK GENERATOR	OPERATING	07/15/01 RW452 BRKR 550KV, 3000A, 63KAIR, 1P SF6	1680
B2681	REDHAWK GENERATOR	OPERATING	07/15/01 RW752 BRKR 550KV, 3000A, 63KAIR, 1P SF6	1680
B2682	REDHAWK GENERATOR	OPERATING	07/15/01 RW1052 BRKR 550KV, 3000A, 63KAIR, 1P SF6	1680
B2794	Raceway Substation	OPERATING	06/21/02 RY422 242KV, 3000A, 50KA 1P SF6	138
B2795	Raceway Substation	OPERATING	06/21/02 RY522 242KV, 3000A, 50KA 1P SF6	138
B2796	Raceway Substation	OPERATING	06/21/02 RY722 242KV, 3000A, 50KA 1P SF6	138
B2888	Raceway Substation	OPERATING	06/22/02 RY2362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2889	Raceway Substation	OPERATING	06/22/02 RY2762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3863	Raceway Substation	OPERATING	04/08/07 RY2862 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4194	Raceway Substation	OPERATING	04/19/10 (FUT.) RY1222 BRKR 242kv, 3000A, 50KA 1P-SF6	5
B4195	Raceway Substation	OPERATING	04/19/10 (FUT.) RY1522 BRKR 242kv, 3000A, 50KA 1P SF6	5
B4222	Raceway Substation	OPERATING	03/24/10 RY2462 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3038	Salome Substation	OPERATING	04/28/04 SA562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3078	Salome Substation	OPERATING	04/28/04 SA662 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2237	Sarival Substation	OPERATING	04/10/99 SAR962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2453	Sarival Substation	OPERATING	08/15/01 SAR162 BRKR 72.5KV, 3000A, 40KAIR 1P- SF6	33
B2454	Sarival Substation	OPERATING	07/23/01 SAR762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3042	Sarival Substation	OPERATING	06/01/04 SAR062 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3043	Sarival Substation	OPERATING	06/01/04 SAR1162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3225	Sarival Substation	OPERATING	05/01/06 SAR562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3337	Sarival Substation	OPERATING	05/01/06 SAR362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3883	Saddlebrooke Ranch Subst	OPERATING	05/15/07 SBK412 BRKR 123KV, 2000A, 40KAIR 1P SF6	75
B3884	Saddlebrooke Ranch Subst	OPERATING	05/15/07 SBK612 BRKR 123KV, 2000A, 40KAIR 1P SF6	75
B3885	Saddlebrooke Ranch Subst	OPERATING	05/17/07 SBK812 BRKR 123KV, 2000A, 40KAIR 1P SF6	75
B1702	Surprise Substation	OPERATING	04/16/87 SC962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	15
B1703	Surprise Substation	OPERATING	09/16/87 SC1062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	15
B2236	Surprise Substation	OPERATING	07/16/99 SC362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B2401	Surprise Substation	OPERATING	10/16/01 SC1962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33

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List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B3094	Surprise Substation	OPERATING	09/24/04 SC622 BRKR 242KV, 3000A, 50KAIR 10- 1P-SF6	130
B3095	Surprise Substation	OPERATING	09/24/04 SC1022 BRKR 242KV, 3000A, 50KAIR 10- 1P-SF6	130
B3096	Surprise Substation	OPERATING	09/24/04 SC1322 BRKR 242KV, 3000A, 50KAIR 10- 1P-SF6	130
B3097	Surprise Substation	OPERATING	08/06/06 SC562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3098	Surprise Substation	OPERATING	09/09/04 SC762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3099	Surprise Substation	OPERATING	09/09/04 SC1262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3100	Surprise Substation	OPERATING	09/24/04 SC262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3661	Surprise Substation	OPERATING	03/15/07 SC1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3767	Surprise Substation	OPERATING	10/06/08 SC1162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3776	Surprise Substation	OPERATING	03/15/07 SC522 BRKR, 242KV, 3000A, 63KA 1P SF6	161
B3777	Surprise Substation	OPERATING	03/15/07 SC922 BRKR, 242KV, 3000A, 63KA 1P SF6	161
B3778	Surprise Substation	OPERATING	05/05/07 SC662 BRKR 123KV, 2000A, 63KAIR 1P SF6	128
B3779	Surprise Substation	OPERATING	03/15/07 SC462 BRKR 123KV, 3000A, 63KAIR 1P SF6	128
B3781	Surprise Substation	OPERATING	03/15/07 SC162 BRKR 123KV, 3000A, 63KAIR 1P SF6	128
VI_DIGITAL_02			11/02/2007	?
VI0012				?
VI0019				?
VI0021				?
VI0016			02/05/2009	?
VI0018			02/05/2009	?
VI0017			02/05/2009	?
VI0015			02/05/2009	?
B2705	Sundog Substation	OPERATING	12/06/01 SDG362 BRKR 72.5KV, 2000A, 40KAIR 1P SF6	33
B2706	Sundog Substation	OPERATING	12/06/01 SDG762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3959	Sundog Substation	OPERATING	04/24/08 SDG162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3005	Sedona Substation	OPERATING	05/15/09 SE562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3593	Sedona Substation	OPERATING	06/14/09 SE162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4012	Snowflake Substation	OPERATING	12/04/08 SF382 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4013	Snowflake Substation	OPERATING	12/04/08 SF762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4014	Snowflake Substation	OPERATING	12/04/08 SF962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2640	Saguaro 115KV/12KV Subst	OPERATING	04/01/02 SG612 BRKR 121KV, 2000A, 63KAIR 1P SF6	115
B2641	Saguaro 115KV/12KV Subst	OPERATING	04/01/02 SG812 BRKR 121KV, 3000A, 63KAIR 1P SF6	115
B2642	Saguaro 115KV/12KV Subst	OPERATING	04/01/02 SG1412 BRKR 121KV, 2000A, 63KA 1P SF6	115
B2982	Saguaro 115KV/12KV Subst	OPERATING	09/29/03 SG2312 BRKR 123kv, 2000A, 63KA 1P SF6	115
B3033	Saguaro 115KV/12KV Subst	OPERATING	01/02/04 SG1212 BRKR 123kv, 2000A, 63KA, 1P SF6	115
B3034	Saguaro 115KV/12KV Subst	OPERATING	01/05/04 SG1512 BRKR 123kv, 2000A, 63KA, 1P SF6	115
B3035	Saguaro 115KV/12KV Subst	OPERATING	12/04/03 SG2012 BRKR 123KV, 2000A, 63KAIR, 1P SF6	115
B3036	Saguaro 115KV/12KV Subst	OPERATING	11/15/03 SG2112 BRKR 121KV, 2000A, 63KA, 1P SF6	115
B3395	Saguaro 115KV/12KV Subst	OPERATING	03/24/06 SG1012 BRKR 123KV, 3000A, 63KAIR 1P SF6	128
B3397	Saguaro 115KV/12KV Subst	OPERATING	02/28/06 SG2212 BRKR, 121KV, 3000A, 63KAIR 1P SF6	115
B3398	Saguaro 115KV/12KV Subst	OPERATING	02/28/06 SG2512 BRKR 123KV, 3000A, 63KAIR 1P SF6	128
B3399	Saguaro 115KV/12KV Subst	OPERATING	03/17/06 SG412 BRKR 123KV, 3000A, 63KAIR 1P SF6	128
B3400	Saguaro 115KV/12KV Subst	OPERATING	09/17/06 SG1712 BRKR 123KV, 3000A, 63KAIR 1P SF6 (PLT. O&M)	128
B3401	Saguaro 115KV/12KV Subst	OPERATING	02/28/06 SG712 BRKR 123KV, 3000A, 63KAIR 1P SF6	128
B3402	Saguaro 115KV/12KV Subst	OPERATING	03/31/06 SG1612 BRKR 123KV, 3000A, 63KAIR 1P SF6	128
B3403	Saguaro 115KV/12KV Subst	NON-OPERATING	SG1 TOP SPARE BRKR 123KV, 3000A, 63KAIR 1P SF6	5
B3404	Saguaro 115KV/12KV Subst	OPERATING	02/28/06 SG2412 BRKR 123KV, 3000A, 63KAIR 1P SF6	128
B3405	Saguaro 115KV/12KV Subst	OPERATING	03/17/06 SG512 BRKR 123KV, 3000A, 63KAIR 1P SF6	128
B3406	Saguaro 115KV/12KV Subst	NON-OPERATING	SG TOP SPARE BRKR 123KV, 3000A, 63KAIR 1P SF6	5
B3991	Saguaro 115KV/12KV Subst	OPERATING	02/22/08 SG1812 BRKR, 242kv, 4000A, 63KA 1P SF6	161
CSSG415J			04/06/1988	5
CSSG416J			04/06/1988	5
B2321	SAGUARO 230KV SWITCH	OPERATING	08/07/00 SG222 BRKR 242KV, 2000A, 40KA 1P SF6	117
B2323	SAGUARO 230KV SWITCH	OPERATING	08/07/00 SG522 BRKR, 242KV, 2000A, 40KA 1P SF6	117
B2324	SAGUARO 230KV SWITCH	OPERATING	08/07/00 SG722 BRKR 242KV, 2000A, 40KA 1P SF6	117
B3982	SAGUARO 230KV SWITCH	OPERATING	01/24/08 SG422 BRKR, 242kv, 3000A, 63KA 1P SF6++	161
B4203	Saguaro Substation 34KV	OPERATING	03/02/10 SG142 BRKR 72.5, 2000A, 40KAIR 1P-SF6.	33
B4204	Saguaro Substation 34KV	OPERATING	03/02/10 SG242 BRKR 72.5KV 2000A, 40KAIR 1P- SF6	33
B1219	Saguaro 500KV Substation	OPERATING	01/01/77 SG556 BRKR 550KV, 3000A, 40KA 2P SF6	1500
B1422	Saguaro 500KV Substation	OPERATING	01/01/81 SG352 BRKR, 550KV, 3000A, 63KA 2P SF6	1500
B1423	Saguaro 500KV Substation	OPERATING	01/01/81 SG256 BRKR, 550KV, 3000A, 63KA 2P SF6	1500
B2924	Saguaro 500KV Substation	OPERATING	03/02/03 SG3136 BRKR 550KV, 3000A, 63KA 1P SF6	1645
B2925	Saguaro 500KV Substation	OPERATING	03/02/03 SG3052 BRKR 550KV, 3000A, 63KA 1P SF6	1645

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List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B4107	Saguaro 500KV Substation	OPERATING	07/06/11 FLUT. DGS-SPARE BRKR 550KV, 4000A, 50KA 1P-SF6	5
B4138	Sanguinetti Substation	OPERATING	02/22/10 SGT162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4139	Sanguinetti Substation	OPERATING	02/22/10 SGT362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4140	Sanguinetti Substation	OPERATING	02/22/10 SGT762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3769	Shaw Substation	OPERATING	04/18/08 SH362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
VIT_SH709747				7
VIT_SH709748				7
VIT_BC709749				7
B2035	Shea Substation	OPERATING	08/21/96 SHA562 BRKR 72.5KV, 2000A, 40KAIR, 1P-SF6	25
B2038	Shea Substation	OPERATING	06/21/96 SHA362 BRKR 72.5KV, 2000A, 31.5KA 1P-SF6	25
B2060	Shea Substation	OPERATING	06/21/96 SHA762 BRKR 72.5KV, 2000A, 31.5KA 1P-SF6	25
B3850	Shumway Substation	NOT READY	FLUT. SHM662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3851	Shumway Substation	NOT READY	FLUT. SHM862 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1691	Skunk Creek Substation	OPERATING	SKC162 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B1969	Skunk Creek Substation	OPERATING	SKC562 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B2771	Show Low Substation	OPERATING	11/02/04 SL1262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3008	Show Low Substation	OPERATING	11/04/04 SL1062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3009	Show Low Substation	OPERATING	11/01/04 SL662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3091	Show Low Substation	OPERATING	11/03/04 SL2262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3092	Show Low Substation	OPERATING	11/05/04 SL1862 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3093	Show Low Substation	OPERATING	10/27/04 SL1562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3658	Show Low Substation	OPERATING	04/10/03 SL2062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4090	Sugarloaf Substation	OPERATING	11/25/08 SLF262 BRKR 72.5KV, 3000A, 40KAIR 1P-SF6	33
B4091	Sugarloaf Substation	OPERATING	11/25/08 SLF462 BRKR 72.5KV, 3000A, 40KAIR 1P-SF6	33
B4092	Sugarloaf Substation	OPERATING	11/25/08 SLF562 BRKR 72.5KV, 3000A, 40KAIR 1P-SF6	33
B4093	Sugarloaf Substation	OPERATING	11/25/08 SLF1362 BRKR 72.5KV, 3000A, 40KAIR 1P-SF6	33
B4109	Sugarloaf Substation	OPERATING	11/25/08 SLF162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2418	San Manuel Substation	OPERATING	10/06/00 SM1612 121KV, 1200A, 40KAIR, 1P-SF6 (OUT OF SVC.)	55
B4099	San Manuel Substation	OPERATING	07/24/08 SM2012 BRKR 123KV, 2000A, 40KAIR 1P-SF6	58
B4040	San Manuel Substation	OPERATING	07/11/08 SM2212 BRKR 123KV, 2000A, 40KAIR 1P-SF6	58
CSSM1111J				5
CSSM1311J				8
CSSM1511J				6
CSSM1711J			11/17/1993	14
CSSM1911J				5
CSSM2111J				5
CSSM2113J			10/02/1972	5
CSSM311J				5
CSSM313J				5
CSSM315J				5
B2022	San Luis Substation	OPERATING	11/15/95 SNL3042 BRKR 34.5KV, 2000A, 31.5KA 1P-SF6	25
B2024	San Luis Substation	OPERATING	10/15/95 SNL2842 BRKR 34.5KV, 2000A, 31.5KA 1P-SF6	25
B2026	San Luis Substation	OPERATING	11/05/95 SNL762 BRKR 72.5KV, 2000A, 31.5KA IR, 1P-SF6	25
B2202	San Luis Substation	OPERATING	03/01/99 SNL962 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B2203	San Luis Substation	OPERATING	03/01/99 SNL2242 BRKR 34.5KV, 2000A, 31.5KAIR 1P-SF6	25
B2855	San Luis Substation	OPERATING	09/15/11 REPAIR BRKR 72.5KV, 2000A, 40KAIR 1P-SF6 ++	5
B4137	San Luis Substation	OPERATING	03/10/09 SNL362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1736	Spanish Gardens Substation	OPERATING	10/01/87 SP182 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B4119	Spanish Gardens Substation	OPERATING	01/12/10 SP562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6+	33
B1984	Stardust Substation	OPERATING	02/13/95 SQ162 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B1985	Stardust Substation	OPERATING	01/28/95 SQ562 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B2325	Santa Rosa Substation	OPERATING	09/20/00 SR122 BRKR 242KV, 2000A, 40KAIR 1P-SF6	117
B2326	Santa Rosa Substation	OPERATING	09/01/00 SR622 BRKR 242KV, 2000A, 40KAIR 1P-SF6	117
B2335	Santa Rosa Substation	OPERATING	06/15/00 SR322 BRKR 242KV, 2000A, 40KAIR 1P-SF6	117
B2355	Santa Rosa Substation	OPERATING	06/26/01 SR222 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2356	Santa Rosa Substation	OPERATING	09/28/00 SR422 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2357	Santa Rosa Substation	OPERATING	01/11/01 SR922 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117

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List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B2483	Santa Rosa Substation	OPERATING	09/10/01 SR252 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2485	Santa Rosa Substation	OPERATING	09/10/01 SR562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2488	Santa Rosa Substation	OPERATING	09/17/01 SR462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3037	Santa Rosa Substation	OPERATING	03/05/04 SR1222 242KV, 2000A, 63KAIR 1P-SF6	193
B3479	Santa Rosa Substation	OPERATING	10/01/06 SR3162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3480	Santa Rosa Substation	OPERATING	10/02/06 SR3262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3481	Santa Rosa Substation	OPERATING	10/01/06 SR3362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3482	Santa Rosa Substation	OPERATING	10/01/06 SR3462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3483	Santa Rosa Substation	OPERATING	10/01/06 SR3562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3484	Santa Rosa Substation	OPERATING	10/01/06 SR3662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3485	Santa Rosa Substation	OPERATING	10/01/06 SR3862 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3636	Santa Rosa Substation	OPERATING	09/06/07 SR762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3958	Santa Rosa Substation	OPERATING	06/01/08 SR3762 BRKR 123KV, 2000A, 63KAIR 1P-SF6	128
B4197	Santa Rosa Substation	OPERATING	01/09/10 SR522 BRKR 242KV, 2000A, 50KA 1P-SF6	161
B2880	Sunnyslope Substation	OPERATING	04/05/07 SS522 242KV, 3000A, 63KA 1P-SF6	193
B2959	Sunnyslope Substation	OPERATING	04/29/03 SS1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2993	Sunnyslope Substation	OPERATING	07/29/03 SS266 BRKR 121KV, 2000A, 63KAIR 1P-SF6	115
B3086	Sunnyslope Substation	OPERATING	09/29/04 SS662 BRKR 121KV, 2000A, 63KAIR 1P-SF6	115
B3087	Sunnyslope Substation	OPERATING	09/28/04 SS962 BRKR 121KV, 2000A, 63KAIR 1P-SF6	115
B3106	Sunnyslope Substation	OPERATING	12/07/06 SS1322 BRKR 242KV, 3000A, 50KAIR 1P-SF6 ++	135
B4044	Sunnyslope Substation	OPERATING	08/28/08 SS462 BRKR 123KV, 3000A, 63KAIR 1P-SF6	75
B4128	Sunnyslope Substation	OPERATING	11/19/09 FLT-SS762 SPARE BRKR 123KV, 2000A, 63KAIR 1P-SF6	128
B4177	Sunnyslope Substation	OPERATING	02/18/10 SS362 BRKR 123KV, 2000A, 63KAIR 1P-SF6	128
B4178	Sunnyslope Substation	OPERATING	11/14/09 SS562 BRKR 123KV, 2000A, 63KAIR 1P-SF6	128
B4201	Sunnyslope Substation	OPERATING	08/10/11 M SPARE BRKR 123KV, 2000A, 63KAIR 1P-SF6	5
GIBSS				1100
B2737	Sherman Street Substation	OPERATING	04/14/03 ST762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2853	Sherman Street Substation	OPERATING	04/03/03 ST962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3300	Sherman Street Substation	OPERATING	07/19/05 ST562 BRKR 72.5KV, 2000A, 40KA 1P-SF6	33
B1894	Stagecoach Substation	OPERATING	06/01/92 STG162 BRKR 72.5KV, 31.5KAIR, 1P-SF6	25
B2518	Stagecoach Substation	OPERATING	05/12/07 STG562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3090	Stout Substation	OPERATING	04/20/05 STT762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3671	Stout Substation	OPERATING	05/09/06 STT162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1700	Sandvig Substation	OPERATING	08/27/87 SV962 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B1989	Sandvig Substation	OPERATING	12/20/01 SV162 BRKR 72.5KV, 2000A, 31.5KA 1P-SF6	25
B3010	Sandvig Substation	OPERATING	05/05/04 SV562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2779	Saddle Mountain Substation	OPERATING	08/16/02 SW162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2780	Saddle Mountain Substation	OPERATING	07/11/02 SW562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2856	Saddle Mountain Substation	OPERATING	07/11/02 SW862 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3340	Switzer Canyon Substation	OPERATING	09/09/05 SZ562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3341	Switzer Canyon Substation	OPERATING	09/07/05 SZ962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3669	Tuba City Substation	OPERATING	12/19/06 TC162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1847	Tenth Street Substation	OPERATING	06/20/03 TE462 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B1848	Tenth Street Substation	OPERATING	10/12/04 TE362 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B1850	Tenth Street Substation	OPERATING	04/19/02 TE162 BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6	15
B2097	Tenth Street Substation	OPERATING	03/16/05 TE262 BRKR 72.5KV, 2000A, 31.5KAIR, 1P-SF6	25
B3147	Tenth Street Substation	OPERATING	02/07/05 TE266 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3375	Thirty-Second Street Substa	OPERATING	04/17/06 TH362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3416	Thirty-Second Street Substa	OPERATING	06/04/05 TH1262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3417	Thirty-Second Street Substa	OPERATING	06/04/06 TH1462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3591	Thirty-Second Street Substa	OPERATING	05/29/06 TH562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3592	Thirty-Second Street Substa	OPERATING	05/22/06 TH1362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3832	Thirty-Second Street Substa	OPERATING	06/23/07 TH162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4174	Thirty-Second Street Substa	OPERATING	10/01/10 DO NOT USE BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3853	Thayer Substation	OPERATING	09/17/07 THY562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1986	Thompson Peak Substation	OPERATING	08/10/95 TK162 BRKR 72.5KV, 2000A, 31.5KA 1P-SF6	25
B2415	Thompson Peak Substation	OPERATING	06/20/01 TK762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33

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List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B2076	Toltec Substation	OPERATING	08/13/97 TLT362 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
B2227	Toltec Substation	OPERATING	10/31/05 TLT162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3267	Toltec Substation	OPERATING	05/23/05 TLT862 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3581	Toltec Substation	OPERATING	08/22/06 TLT762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2788	Tonopah Substation	OPERATING	07/03/02 TN462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1844	Tempe Substation	OPERATING	10/12/88 TP562 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	25
B1846	Tempe Substation	OPERATING	10/30/89 TP962 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	25
B2817	Tempe Substation	OPERATING	10/17/10	33
B2847	Tempe Substation	OPERATING	07/03/02 TP362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3504	Tonto Substation	OPERATING	01/31/07 TT062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3505	Tonto Substation	OPERATING	05/05/06 TT162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3506	Tonto Substation	OPERATING	01/31/07 TT1062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4296	Tonto Substation	OPERATING	08/26/10 TT562 72.5KV 2000A 40KAIR 1P-SF6	33
B2891	Tujihill Substation	OPERATING	03/22/03 TTH362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2972	Tujihill Substation	OPERATING	03/22/03 TTH762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2116	Turf Substation	OPERATING	04/07/98 TU562 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
B2119	Turf Substation	OPERATING	03/16/98 TU162 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
B2532	Twenty-Third Street Substat	OPERATING	01/29/02 TW962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2804	Twenty-Third Street Substat	OPERATING	03/09/10 TW1362 BRKR 72.5KV, 2000A, 40kA 1-P-SF6++	33
B3162	Twenty-Third Street Substat	OPERATING	03/17/10 TW1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3336	Twenty-Third Street Substat	OPERATING	10/27/08 TW162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3880	Twenty-Third Street Substat	OPERATING	10/06/07 TW562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4076	Twenty-Third Street Substat	OPERATING	11/19/09 TW762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3044	Tusayan Substation	OPERATING	07/20/09 TY462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1891	Union Hills Substation	OPERATING	05/28/01 UH362 BRKR 72.5KV, 1200A, 31.5KA, 1P-SF6	15
B3339	Union Hills Substation	OPERATING	02/03/06 UH262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3507	Union Hills Substation	OPERATING	02/03/06 UH268 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3564	Union Hills Substation	OPERATING	02/28/08 UH462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4172	Union Hills Substation	OPERATING	10/15/09 UH162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6 ++	33
B1363	Verde Substation	OPERATING	08/05/80 VE1062 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B1597	Verde Substation	OPERATING	09/14/90 VE362 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B1898	Verde Substation	OPERATING	08/14/90 VE462 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B1899	Verde Substation	OPERATING	09/17/90 VE562 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B1900	Verde Substation	OPERATING	09/29/90 VE762 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B2132	Verde Substation	OPERATING	11/17/98 VE322 BRKR 242KV, 2000A, 40KAIR 1P-SF6	95
B2133	Verde Substation	OPERATING	11/20/98 VE122 BRKR 242KV, 2000A, 40KAIR 1P-SF6	95
B3006	Verde Substation	OPERATING	02/04/04 VE662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3515	Verde Substation	OPERATING	04/27/06 VE852 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3516	Verde Substation	OPERATING	08/09/06 VE962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3633	Verde Substation	OPERATING	02/12/07 VE062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3654	Verde Substation	OPERATING	02/12/07 VE162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3855	Verde Substation	OPERATING	02/12/07 VE1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3656	Verde Substation	OPERATING	02/12/07 VE1262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
CSVE221J				5
CSWW1824J			12/15/2006	5
B3904	Valley Farms Substation	OPERATING	12/03/08 VF262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3905	Valley Farms Substation	OPERATING	12/03/08 VF462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3906	Valley Farms Substation	OPERATING	12/03/08 VF562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3842	Varney Substation	OPERATING	04/01/08 VR962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3843	Varney Substation	OPERATING	04/01/08 VR762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2384	Vista Substation	OPERATING	07/26/01 VS762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2385	Vista Substation	OPERATING	07/26/01 VS362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2310	Wickenburg Substation	OPERATING	08/25/00 WB1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2769	Wickenburg Substation	OPERATING	05/24/02 WB162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2770	Wickenburg Substation	OPERATING	05/03/02 WB562 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33

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List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B2912	Wickenburg Substation	OPERATING	04/02/04 WB962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	35
B3952	Waddell Substation	OPERATING	06/24/08 WD1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3673	Wintersburg Substation	OPERATING	02/25/07 WG362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3674	Wintersburg Substation	OPERATING	02/25/07 WG762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2090	Westbrook Substation	OPERATING	01/20/99 WK362 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
B2091	Westbrook Substation	OPERATING	05/08/98 WK562 BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	25
B1787	Willow Lake Substation	OPERATING	07/26/99 WL362 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	19
B1898	Willow Lake Substation	OPERATING	06/23/95 WL562 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B2062	Willow Lake Substation	NON-OPERATING	WL SPARE BRKR 121KV, 1200A, 40KAIR, 1P-SF6	5
B2354	Willow Lake Substation	OPERATING	05/11/00 WL212 BRKR 121KV, 1200A, 40KAIR, 1P-SF6	55
B2413	Willow Lake Substation	OPERATING	10/10/03 WL862 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2652	Willow Lake Substation	OPERATING	03/01/02 WL116 BRKR 121KV, 2000A, 40KAIR 1P-SF6	75
B2915	Willow Lake Substation	OPERATING	11/13/03 WL1062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3542	Willow Lake Substation	OPERATING	04/23/07 WL2322 BRKR 242KV, 3000A, 50KA 1P-SF6	161
B3643	Willow Lake Substation	OPERATING	06/12/07 WL2122 BRKR 242KV, 3000A, 50KA 1P-SF6	161
B3644	Willow Lake Substation	OPERATING	06/12/07 WL722 BRKR 242KV, 3000A, 50KA 1P-SF6	161
B3678	Willow Lake Substation	OPERATING	07/26/07 WL262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3679	Willow Lake Substation	OPERATING	07/26/07 WL462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3680	Willow Lake Substation	OPERATING	05/01/07 WL662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3681	Willow Lake Substation	OPERATING	11/12/07 WL762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3682	Willow Lake Substation	OPERATING	07/19/07 WL962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3683	Willow Lake Substation	OPERATING	06/01/07 WL1162 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1780	Williams Substation	OPERATING	07/12/90 WM2162 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B2818	Williams Substation	OPERATING	07/16/04 WM262 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2914	Williams Substation	OPERATING	09/04/02 WM1462 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B4171	Williams Substation	OPERATING	10/30/10 (FUT.) WM662 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	5
B4173	Williams Substation	OPERATING	10/22/10 (FUT.) WM1062 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B1693	West Phoenix 12KV Substai	OPERATING	03/18/91 WP1646 (12KV) BRKR 72.5KV, 2000A, 31.5KAIR 1P-SF6	16
B2448	West Phoenix 230kV Subst	OPERATING	03/30/01 WP1322 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2449	West Phoenix 230kV Subst	OPERATING	03/30/01 WP1426 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2450	West Phoenix 230kV Subst	OPERATING	04/03/01 WP922 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2451	West Phoenix 230kV Subst	OPERATING	03/30/01 WP1726 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2452	West Phoenix 230kV Subst	OPERATING	03/30/01 WP1822 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2533	West Phoenix 230kV Subst	OPERATING	03/30/01 WP1522 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2760	West Phoenix 230kV Subst	OPERATING	09/12/02 WP722 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2761	West Phoenix 230kV Subst	OPERATING	03/27/02 WP826 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2762	West Phoenix 230kV Subst	OPERATING	08/03/02 WP122 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2763	West Phoenix 230kV Subst	OPERATING	08/09/02 WP322 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2764	West Phoenix 230kV Subst	OPERATING	07/20/02 WP1622 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2765	West Phoenix 230kV Subst	OPERATING	08/27/02 WP1922 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B2766	West Phoenix 230kV Subst	OPERATING	08/17/02 WP2026 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B3115	West Phoenix 230kV Subst	OPERATING	06/11/04 WP1026 BRKR 242KV, 3000A, 40KAIR 1P-SF6	117
B4031	West Phoenix 230kV Subst	OPERATING	03/27/10 WP1126 BRKR 242KV, 2000A, 50KA 1P-SF6	161
B2388	West Phoenix 69KV Substai	OPERATING	05/20/04 WP1062 BRKR 72.5KV, 2000A, 50KAIR 1P-SF6	75
B2389	West Phoenix 69KV Substai	OPERATING	01/24/01 WP1262 BRKR 72.5KV, 2000A, 50 (*63) KAIR 1P-SF6	75
B2390	West Phoenix 69KV Substai	OPERATING	01/24/01 WP1362 BRKR 72.5KV, 2000A, 50 (*63) KAIR 1P-SF6	75
B2391	West Phoenix 69KV Substai	OPERATING	01/24/01 WP1462 BRKR 72.5KV, 2000A, 50 (*63) KAIR 1P-SF6	75
B2392	West Phoenix 69KV Substai	OPERATING	01/30/01 WP1662 BRKR 72.5KV, 2000A, 50 (*63) KAIR 1P-SF6	75
B2393	West Phoenix 69KV Substai	OPERATING	02/10/01 WP1762 BRKR 72.5KV, 2000A, 50 (*63) KAIR 1P-SF6	75
B2394	West Phoenix 69KV Substai	OPERATING	01/24/01 WP1466 BRKR 72.5KV, 2000A, 50 (*63) KAIR 1P-SF6	75
B2395	West Phoenix 69KV Substai	OPERATING	02/10/01 WP1962 BRKR 72.5KV, 2000A, 50 (*63) KAIR 1P-SF6	75
B2402	West Phoenix 69KV Substai	OPERATING	02/10/01 WP2062 BRKR 72.5KV, 2000A, 50 (*63) KAIR 1P-SF6	75
B2403	West Phoenix 69KV Substai	OPERATING	02/10/01 WP1562 BRKR 72.5KV, 2000A, 50KAIR 1P-SF6	75
B2404	West Phoenix 69KV Substai	OPERATING	02/10/01 WP1862 BRKR 72.5KV, 2000A, 50 (*63) KAIR 1P-SF6	75
B2405	West Phoenix 69KV Substai	OPERATING	02/10/01 WP1666 BRKR 72.5KV, 2000A, 50 (*63) KAIR 1P-SF6	75
B2406	West Phoenix 69KV Substai	OPERATING	04/12/01 WP1266 BRKR 72.5KV, 2000A, 50 (*63) KAIR 1P-SF6	75
B3107	West Phoenix 69KV Substai	OPERATING	06/11/04 WP852 BRKR 121KV, 2000A, 63KAIR 1P-SF6	115
B3108	West Phoenix 69KV Substai	OPERATING	05/22/04 WP962 BRKR 121KV, 2000A, 63KAIR 1P-SF6	115
B1472	MOBILE T962/PHOENIX W	OPERATING	12/01/82 MBL162 HV BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B1656	MOBILE T1037/PHOENIXV	OPERATING	MBL662 HV BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B2078	West Phoenix Spare Equipn	NON-OPERATING	SPARE BRKR 72.5KV, 2000A, 31.5KAIR, 1P- SF6	5
B2134	West Phoenix Spare Equipn	NON-OPERATING	M SPARE BRKR 72.5KV, 2000A, 31.5KAIR, 1P- SF6	5
B2135	West Phoenix Spare Equipn	NON-OPERATING	M SPARE BRKR 72.5KV, 2000A, 31.5KAIR, 1P- SF6	5
B2136	West Phoenix Spare Equipn	NON-OPERATING	M SPARE BRKR 72.5KV, 2000A, 31.5KAIR, 1P- SF6	5
B2252	West Phoenix Spare Equipn	NON-OPERATING		5
B2253	West Phoenix Spare Equipn	NON-OPERATING		5
B2700	West Phoenix Spare Equipn	NON-OPERATING		5
B2793	West Phoenix Spare Equipn	NON-OPERATING	M SPARE BRKR 242KV, 2000A, 50KAIR +- , 1P-SF6	5
B3267	West Phoenix Spare Equipn	NON-OPERATING	04/30/05 PP1322 242KV, 3000A, 63KAIR 1P-SF6 +	5
B4127	West Phoenix Spare Equipn	OPERATING	MBL9 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1645	Winslow Substation	OPERATING	04/22/86 WS552 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B3418	Winslow Substation	OPERATING	07/28/06 WS062 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4120	Winslow Substation	OPERATING	04/03/09 WS152 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1995	White Spar Substation	OPERATING	03/11/82 WSP762 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B3555	White Spar Substation	OPERATING	07/21/05 WSP362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4300	White Spar Substation	OPERATING	07/22/10 WSP862 BRKR 72.5KV, 2000A 40KA 1P-SF6	33
B1529	White Tanks Substation	OPERATING	03/03/84 WT362 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	15
B1530	White Tanks Substation	OPERATING	03/03/84 WT762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	15
B1795	White Tanks Substation	OPERATING	04/15/89 WT862 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	15
B1796	White Tanks Substation	OPERATING	07/31/86 WT962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	15
B2598	White Tanks Substation	OPERATING	11/19/02 WT122 242KV, 3000A, 63KA 1P-SF6	193
B2599	White Tanks Substation	OPERATING	11/25/02 WT322 242KV, 3000A, 63KA 1P-SF6	193
B2600	White Tanks Substation	OPERATING	11/20/02 WT422 242KV, 3000A, 63KA 1P-SF6	193
B2601	White Tanks Substation	OPERATING	05/21/02 WT722 242KV, 3000A, 63KA 1P-SF6	193
B2813	White Tanks Substation	OPERATING	11/25/02 WT222 242KV, 3000A, 63KA 1P-SF6	193
B2883	White Tanks Substation	OPERATING	05/10/02 WT482 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2884	White Tanks Substation	OPERATING	08/07/02 WT562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2885	White Tanks Substation	OPERATING	05/07/02 WT862 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3226	White Tanks Substation	OPERATING	08/26/05 WT1062 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2848	Watson Substation	OPERATING	01/30/03 WTN162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2849	Watson Substation	OPERATING	01/30/03 WTN362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2850	Watson Substation	OPERATING	01/30/03 WTN762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B1638	Westwing Substation	OPERATING	12/31/84 WW1052 BRKR 550KV, 3150A, 40KAIR 1P-SF6	190
B1639	Westwing Substation	OPERATING	12/31/84 WW1456 BRKR 550KV, 3150A, 40KAIR 1P-SF6	190
B1640	Westwing Substation	OPERATING	12/31/84 WW1552 BRKR 550KV, 3150A, 40KAIR 1P-SF6	190
B1709	Westwing Substation	OPERATING	06/01/86 WW228 BRKR, 242KV, 4000A, 63KAIR 1P-SF6	450
B1949	Westwing Substation	OPERATING	08/30/91 WW1622 BRKR 242KV, 3000A, 63KAIR 1P-SF6	350
B1972	Westwing Substation	OPERATING	03/04/94 WW1222 BRKR 242KV, 2000A, 63KAIR 1P-SF6	350
B1973	Westwing Substation	OPERATING	02/10/95 WW1922 BRKR 242KV, 2000A, 63KAIR 1P-SF6	350
B1975	Westwing Substation	OPERATING	03/29/95 WW422 BRKR 242KV, 4000A, 63KAIR 1P-SF6	293
B1976	Westwing Substation	OPERATING	01/25/95 WW622 BRKR 242KV, 4000A, 63KAIR 1P-SF6	293
B1977	Westwing Substation	NON-OPERATING	02/28/95 WW SPARE BRKR 242KV, 4000A, 63KAIR 1P-SF6	5
B2012	Westwing Substation	OPERATING	09/06/95 WW1652 BRKR 550KV, 3000A, 40KA IR, 1P-SF6	1680
B2013	Westwing Substation	OPERATING	09/06/95 WW1756 BRKR 550KV, 3000A, 40KA IR 1P-SF6	1680
B2130	Westwing Substation	OPERATING	07/11/98 WW2026 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	270
B2131	Westwing Substation	OPERATING	07/11/98 WW2122 BRKR 242KV, 3000A, 63KAIR, 1P-SF6	270
B2602	Westwing Substation	OPERATING	02/15/02 WW1126 BRKR 242KV, 3000A, + 63KAIR 1P-SF6	201
B2603	Westwing Substation	OPERATING	01/21/02 WW1726 BRKR 242KV, 3000A, + 63KAIR 1P-SF6	201
B2604	Westwing Substation	OPERATING	12/30/01 WW526 BRKR 242KV, 4000A, 63KAIR 1P-SF6	220
B2605	Westwing Substation	OPERATING	01/15/02 WW1426 BRKR 242KV, 4000A, 63KAIR 1P-SF6	220
B2736	Westwing Substation	OPERATING	03/08/02 WW1762 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2774	Westwing Substation	OPERATING	12/29/01 WW245 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B2868	Westwing Substation	OPERATING	05/28/02 WW144 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2881	Westwing Substation	OPERATING	06/01/02 WW2722 BRKR 242KV, 3000A, 63KA 1P-SF6	193
B2882	Westwing Substation	OPERATING	05/27/02 WW344 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2886	Westwing Substation	OPERATING	06/01/02 WW1662 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2887	Westwing Substation	OPERATING	04/21/03 WW882 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2973	Westwing Substation	OPERATING	08/24/04 WW992 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3009	Westwing Substation	OPERATING	04/07/05 WW1022 242KV, 3000A, 63KA 1P-SF6	193
B3115	Westwing Substation	OPERATING	11/01/05 WW256 BRKR, 330KV, 4000A, 50KA 1P-SF6	87
B3117	Westwing Substation	OPERATING	11/01/05 WW652 BRKR 550KV, 4000A, 50KA 1P-SF6	87
B3118	Westwing Substation	OPERATING	04/21/03 WW1156 BRKR, 550KV, 4000A, 50KA 1P-SF6	87
B3119	Westwing Substation	OPERATING	11/18/05 WW1252 BRKR, 550KV, 4000A, 50KA 1P-SF6	87
B3184	Westwing Substation	OPERATING	11/05/04 WW442 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33

EXHIBIT "C"

List of All APS-Owned/Operated Transmission and Distribution Facilities Containing SF₆

B3324	Westwing Substation	OPERATING	05/12/05 WW462 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3324	Westwing Substation	OPERATING	01/30/06 WW152 BRKR, 550kV, 4000A, 50KA 1P SF6	37
B3343	Westwing Substation	OPERATING	07/06/05 WW1262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3344	Westwing Substation	OPERATING	07/06/05 WW1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3345	Westwing Substation	OPERATING	07/06/05 WW1982 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3389	Westwing Substation	OPERATING	07/07/05 WW1322 242KV, 4000A, 63KAIR 1P SF6	193
B3392	Westwing Substation	OPERATING	05/01/06 WW452 BRKR, 550kV, 4000A, 50KA 1P SF6	37
B3394	Westwing Substation	OPERATING	06/09/06 WW556 BRKR, 550kV, 4000A, 50KA 1P SF6	37
B3395	Westwing Substation	OPERATING	10/15/07 WW752 BRKR 550kV, 4000A, 50KA 1P SF6	37
B3432	Westwing Substation	OPERATING	12/31/07 WW2626 BRKR 242KV, 3000A, 63KAIR 1P SF6	161
B3438	Westwing Substation	OPERATING	12/15/06 WW5122 BRKR 242KV, 5000A, 63KA 1P SF6	244
B3439	Westwing Substation	OPERATING	12/15/06 WW5222 BRKR 242KV, 5000A, 63KA 1P SF6	244
B3440	Westwing Substation	OPERATING	12/15/06 WW322 BRKR 242KV, 5000A, 63KA 1P SF6	244
B3635	Westwing Substation	OPERATING	11/14/07 WW95B BRKR 550kV, 4000A, 50KA 1P SF6	130
B3637	Westwing Substation	OPERATING	04/04/08 WW856 BRKR 550kV, 4000A, 50KA 1P SF6	130
B3639	Westwing Substation	OPERATING	01/21/09 WW952 BRKR 550kV, 4000A, 50KA 1P SF6	130
B3899	Westwing Substation	NON-OPERATING	WW SPARE BRKR, 550KV, 5000A, 63KA 1P SF6	5
B4112	Westwing Substation	OPERATING	05/18/10 E SPARE BRKR 242KV, 4000A, 63KAIR, 1P SF6	161
B4239	Westwing Substation	OPERATING	04/06/10 FUT WW16_ 242kV 3000A 63KA 1P-SF6 (IPO)	161
B4262	Westwing Substation	OPERATING	04/18/07 WW956X B.P BRKR 550 (170) KV, 4000A 1P SF6	48
B4301	Westwing Substation	NOT READY		5
B4314	Westwing Substation	OPERATING	06/23/11 (FUT.) M SPARE BRKR 72.5KV 2000A 40KAIR 1P-SF6	5
B4361	Westwing Substation	NOT READY	10/04/11	5
B4368	Westwing Substation	NON-OPERATING		5
B4382	Westwing Substation	OPERATING	09/08/11	5
OSWW424J				5
B3086	Wildflower Substation	OPERATING	08/24/04 WZ362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3088	Wildflower Substation	OPERATING	08/24/04 WZ762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3954	Yale Substation	OPERATING	10/17/08 YL962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4002	Yale Substation	OPERATING	10/17/08 YL462 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4003	Yale Substation	OPERATING	10/17/08 YL862 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4005	Yale Substation	OPERATING	10/17/08 YL1062 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B2027	Yavapai Substation	OPERATING	03/14/96 YP252 BRKR 550KV, 3000A, 40KAIR, 1P-SF6	1680
B2028	Yavapai Substation	OPERATING	03/08/96 YP452 BRKR 550KV, 3000A, 40KAIR, 1P SF6	1680
B2029	Yavapai Substation	OPERATING	03/13/96 YP952 BRKR 550KV, 3000A, 40KAIR, 1P SF6	1680
B2030	Yavapai Substation	OPERATING	03/14/96 YP222 BAKR 242KV, 2000A, 40KAIR, 1P SF6	95
B2031	Yavapai Substation	OPERATING	03/15/96 YP422 BRKR 242KV, 2000A, 40KAIR, 1P SF6	95
B2032	Yavapai Substation	OPERATING	03/15/96 YP722 BRKR 242KV, 2000A, 40KAIR, 1P SF6	95
B2033	Yavapai Substation	OPERATING	03/15/96 YP922 BRKR 242KV, 2000A, 40KAIR, 1P-SF6	95
B2188	Yavapai Substation	OPERATING	03/31/99 YP852 BRKR 550KV, 3000A, 40KAIR, 1P SF6	1680
B2189	Yavapai Substation	OPERATING	03/19/99 YP822 BRKR 242KV, 2000A, 40KAIR, 1P SF6	95
B4007	Yavapai Substation	OPERATING	02/10/09 YP462 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4008	Yavapai Substation	OPERATING	02/10/09 YP862 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4009	Yavapai Substation	OPERATING	02/10/09 YP962 BRKR, 72.5KV, 2000A 40KA 1P-SF6	33
B1950	Yucca Substation	OPERATING	01/29/92 YU262 BRKR 72.5KV, 1200A, 31.5KAIR 1P-SF6	15
B1978	Yucca Substation	NON-OPERATING	07/29/94 SPARE BRKR 72.5KV, 1200A, 31.5KAIR, 1P-SF6++	5
B2772	Yucca Substation	OPERATING	12/17/04 YU962 BRKR 72.5KV, 2000A, 40KAIR 1P-SF6	33
B3166	Yucca Substation	OPERATING	01/22/08 YU566 ++ BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3167	Yucca Substation	OPERATING	10/21/04 YU162 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3168	Yucca Substation	OPERATING	06/27/08 YU362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3169	Yucca Substation	OPERATING	10/21/04 YU462 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3371	Yucca Substation	OPERATING	11/04/05 YU762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3375	Yucca Substation	OPERATING	10/28/05 YU862 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3699	Yucca Substation	OPERATING	01/22/08 YU1762 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3892	Yucca Substation	OPERATING	01/22/08 YU662 BRKR 72.5KV, 3000A, 40KAIR 1P- SF6	33
B3893	Yucca Substation	OPERATING	01/22/08 YU1262 BRKR 72.5KV, 3000A, 40KAIR 1P- SF6	33
B3894	Yucca Substation	OPERATING	01/22/08 YU1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3895	Yucca Substation	OPERATING	01/22/08 YU1462 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B3896	Yucca Substation	OPERATING	01/22/08 YU1562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4015	Zeniff Substation	OPERATING	06/23/09 ZF562 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4016	Zeniff Substation	OPERATING	06/23/09 ZF962 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4022	Zeniff Substation	OPERATING	06/23/09 ZF262 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4023	Zeniff Substation	OPERATING	06/23/09 ZF1362 BRKR 72.5KV, 2000A, 40KAIR 1P- SF6	33
B4166	Zeniff Substation	OPERATING	07/15/09 ZF1762 72.5KV, 2000A, 40KAIR 1P- SF6 +	33

**ELECTRICAL TRANSMISSION AND DISTRIBUTION EQUIPMENT
AND SERVICING INVENTORY
GREENHOUSE GAS REPORTING PROGRAM
DESIGNATED REPRESENTATIVE AGREEMENT
AMONG
SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT
AND POWER DISTRICT
ARIZONA PUBLIC SERVICE COMPANY
DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES
EL PASO ELECTRIC COMPANY
PUBLIC SERVICE COMPANY OF NEW MEXICO
SOUTHERN CALIFORNIA EDISON COMPANY
AND
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY**

Dated: July 13, 2012

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Exhibit A Acknowledgment of Appointment Form
Exhibit B List of Facilities
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**ELECTRICAL TRANSMISSION AND DISTRIBUTION EQUIPMENT
AND SERVICING INVENTORY
GREENHOUSE GAS REPORTING PROGRAM
DESIGNATED REPRESENTATIVE AGREEMENT**

This Electrical Transmission and Distribution Equipment and Servicing Inventory Greenhouse Gas Reporting Program Designated Representative Agreement (this "Agreement") is entered into by and among the Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"); Arizona Public Service Company, an Arizona corporation; Department of Water and Power of the City of Los Angeles, a department organized and existing under the charter of the City of Los Angeles, a municipal corporation of the State of California; El Paso Electric Company, a Texas corporation; Public Service Company of New Mexico, a New Mexico corporation; Southern California Edison Company, a California corporation; and Southern California Public Power Authority, a public power agency organized and existing under the laws of the State of California; (collectively, the "Participants" and individually, a "Participant"). The Participants may from time to time hereinafter collectively be referred to as the "Parties" and individually as a "Party."

RECITALS

This Agreement is made with reference to the following facts:

- A. Pursuant to Section 114 of the Clean Air Act (codified at 42 U.S.C. § 7414), the United States Environmental Protection Agency ("EPA") promulgated mandatory greenhouse gas reporting requirements ("GHG Reporting Requirements") for owners and operators of facilities that directly emit greenhouse gases. These GHG Reporting Requirements are codified at 40 C.F.R. Part 98. For purposes of this Agreement, the GHG Reporting Requirements shall include any amendments to the GHG Reporting Requirements made after the effective date of this Agreement.
- B. SRP owns, services, or maintains an electrical power system comprised of electric transmission and distribution equipment insulated with or containing sulfur hexafluoride (SF₆) (hereinafter collectively referred to as the "T&D Equipment"). The T&D Equipment (i) is linked through electric power transmission or distribution lines and functions as an integrated unit that is owned, serviced, or maintained by SRP; (ii) is located between the points at which electric energy is obtained from electricity generating units and the points at which customers receives the electric energy; and (iii) includes servicing inventory for the equipment listed in (i) and (ii) above, which contains SF₆. Pursuant to 40 C.F.R. § 98.308, the T&D Equipment qualifies as a "facility" subject to the GHG Reporting Requirements.
- C. Pursuant to 40 C.F.R. § 98.4, each facility subject to the GHG Reporting Requirements must have a single designated representative who binds the owner and operator of the facility in matters pertaining to the GHG Reporting

Requirements and who is responsible for certifying, signing, and submitting GHG emissions reports and any other necessary submissions under the GHG Reporting Requirements. Each facility may also have one alternate designated representative who may act on behalf of the designated representative when the designated representative is unavailable.

- D. The Participants are parties to the Project Agreement, which govern the ownership and operation of the T&D Equipment.
- E. The Participants desire to enter into this Agreement relating to the Arizona Nuclear Power Project High Voltage Switchyard (ANPP HVS) to (i) establish the procedures for the selection and removal of a designated representative and alternate designated representative for the T&D Equipment for purposes of complying with the GHG Reporting Requirements; (ii) establish procedures for the performance by the designated representative and alternate designated representative of their respective duties; (iii) grant to the designated representative and alternate designated representative all necessary authority and authorizations to permit the designated representative and alternate designated representative to file a certificate of representation with EPA in accordance with 40 C.F.R. § 98.4(i) for the designated representative and alternate designated representative to carry out their lawful duties; (iv) establish procedures to ensure compliance with the GHG Reporting Requirements as they relate to the T&D Equipment, and (v) create a list of the facilities subject hereunder.

AGREEMENT

The Parties, for and in consideration of the mutual covenants expressed herein, agree as follows:

1. INCORPORATION OF RECITALS

The Recitals set forth in Paragraphs A through E above and the exhibits attached to this Agreement are incorporated here by this reference as if fully set forth and are acknowledged and agreed to by the Parties.

2. EFFECTIVE DATE

This Agreement shall be effective and enforceable as of the date it has been executed by all of the Parties.

3. DEFINITIONS

As used herein, the following terms shall have the meanings specified:

All capitalized terms used throughout this Agreement not otherwise defined herein shall have the same meanings as given to them in the Project Agreement (as defined below). As used herein, the following terms shall have the meanings specified:

- 3.1. **Alternate Designated Representative:** An employee of SRP, as selected by SRP pursuant to the terms and conditions of this Agreement, who is secondly responsible for certifying, signing, and submitting the GHG emissions reports and related documents for any T&D Equipment pertaining to ANPP HVS in the event that the Designated Representative has been deemed by SRP to be unavailable.
- 3.2. **Designated Representative:** An employee of SRP, as selected by SRP pursuant to the terms and conditions of this Agreement, who is primarily responsible for certifying, signing, and submitting the GHG emissions reports and related documents for any T&D Equipment pertaining to ANPP HVS.
- 3.3. **Project Agreement:** The Arizona Nuclear Power Project High Voltage Switchyard Participation Agreement.
- 3.4. **Willful Act:**
 - 3.4.1 Any act or omission, or series of acts or omissions, that have been found in a final adjudication by a state or federal court of competent jurisdiction to have been taken with conscious and reckless indifference in the consequences thereof or to have been taken with the intent of inflicting harm to others, or taken in reckless disregard for the health and safety of others; or
 - 3.4.2 Any adjudicated act of embezzlement or wrongful misappropriation of allowances or funds or any act or omission, or series of acts or omissions, that involved the knowing and willful violation of a valid order of a state or federal court of competent jurisdiction, or state or federal regulatory body having authority to issue such order, or final arbitration award, but only to the extent such order or award was either issued in a proceeding to which the person alleged to have committed the Willful Act(s) was a party or was served personally.

The term, "Willful Act" shall not include any involuntary, accidental, or negligent act or omission by the Designated Representative or the Alternate Designated Representative.

- 3.5. **Work Liability:** Liability of the Designated Representative or Alternate Designated Representative for damage suffered by anyone other than a Participant (whether or not resulting from the negligence of the Designated Representative or the Alternate Designated Representative) resulting from the performance or non-performance of his or her duties and responsibilities established in this Agreement.

4. APPOINTMENT AND DUTIES OF DESIGNATED REPRESENTATIVE

- 4.1. With respect to all appointments of a Designated Representative, SRP shall designate and appoint the Designated Representative and provide the name to the Transmission Engineering and Operating Committee. Upon the nominee accepting the Designated Representative designation and appointment, the Designated Representative shall timely file with EPA a completed certificate of representation on behalf of ANPP HVS and the Participants in accordance with 40 C.F.R. § 98.4, setting forth the selection of the Designated Representative.
- 4.2. The Designated Representative so appointed by SRP shall be authorized to carry out the duties of the Designated Representative as provided in this Agreement and by law. In the event of a change in the Designated Representative, each new Designated Representative shall timely file a superseding certificate of representation with EPA. Notwithstanding any change in the identity of the Designated Representative, any submissions, actions, and inactions by the previous Designated Representative prior to the time and date when EPA receives the superseding certificate of representation shall be binding on the new Designated Representative and on the Participants.
- 4.3. Each Designated Representative shall acknowledge his or her acceptance of his or her appointment as the Designated Representative and agreement to be bound by the terms of this Agreement by executing an Acknowledgment of Appointment in the form attached hereto as Exhibit "A" ("Acknowledgment").
- 4.4. Acceptance by the Designated Representative of his or her appointment, as evidenced by execution of the Acknowledgment, constitutes the Designated Representative's agreement to perform all of the duties of a designated representative specified or implied, in the exercise of the Designated Representative's reasonable discretion, in the GHG Reporting Requirements and to comply with all applicable requirements of this Agreement and the GHG Reporting Requirements, including the execution, compliance, and filing with EPA of a certificate of representation on behalf of ANPP HVS and the Participants in compliance with all requirements of 40 C.F.R. § 98.4.
- 4.5. The Participants hereby authorize SRP to select and appoint the Designated Representative and further authorize the Designated Representative to perform all of the duties of a designated representative required by, and as necessary to comply with, this Agreement and the GHG Reporting Requirements for ANPP HVS.
- 4.6. The Participants acknowledge, understand, and agree that the Designated Representative shall represent and, by his or her actions, inactions, or

submissions, legally bind each Participant in all matters pertaining to the GHG Reporting Requirements, and that the Participants shall be bound by any order issued to the Designated Representative by EPA or a court relating to the GHG Reporting Requirements.

- 4.7. The Participants shall cooperate fully with the Designated Representative to achieve compliance with the GHG Reporting Requirements as they relate to the T&D Equipment and, subject to the provisions and procedures of this Agreement and the Project Agreement, shall not interfere with the Designated Representative's execution of his or her duties under the GHG Reporting Requirements and this Agreement.
- 4.8. The Designated Representative shall not, solely by virtue of this Agreement, or by appointment as Designated Representative, be responsible for the operation of the T&D Equipment, for the design, construction, or operation of any pollution control equipment, for the operation or maintenance of emissions monitors, or for the implementation of any specific compliance plans related to the T&D Equipment. Such matters shall remain the responsibility of SRP as operating agent for ANPP HVS. This Agreement shall not, however, release or absolve the Designated Representative or Alternate Designated Representative from liability when acting in his or her capacity as an employee of SRP and performing his or her operating functions.
- 4.9. The Designated Representative and Alternate Designated Representative shall not at the same time be unavailable to fulfill the designated representative functions. The Designated Representative shall give SRP at least 30 days prior written notice of the Designated Representative's intent to resign as the Designated Representative.
- 4.10. If the Designated Representative is an employee of a Participant, he or she shall not use his or her position as Designated Representative to the advantage of his or her employer.

5. APPOINTMENT AND DUTIES OF ALTERNATE DESIGNATED REPRESENTATIVE

- 5.1. With respect to all appointments of an Alternate Designated Representative, SRP shall designate and appoint the Alternate Designated Representative and provide the name to the Transmission Engineering and Operating Committee. Upon the nominee accepting the Alternate Designated Representative designation and appointment, the Alternate Designated Representative shall timely file with EPA a completed certificate of representation on behalf of ANPP HVS and the Participants in accordance with 40 C.F.R. § 98.4, setting forth the selection of the Alternate Designated Representative.

- 5.2. The Alternate Designated Representative so appointed by SRP shall act in lieu of the Designated Representative during any period when the Designated Representative is unavailable. SRP shall determine in its sole discretion when the Designated Representative is deemed to be unavailable. The unavailability of the Designated Representative shall be determined in the following manner:
- 5.2.1 A period of time during which the Designated Representative is deemed unavailable shall begin with SRP's notification to the Designated Representative and the Alternate Designated Representative that the Designated Representative is unavailable (which notification may be made verbally but which notification shall be delivered to the Designated Representative and the Alternate Designated Representative in writing no later than 48 hours after such verbal notification), and shall cease upon SRP's notification to the Designated Representative and the Alternate Designated Representative that the Designated Representative is available (which notification may be made verbally but which notification shall be delivered to the Designated Representative and the Alternate Designated Representative in writing no later than 48 hours after such verbal notification).
- 5.2.2 Notwithstanding subsection 5.2.1 above, SRP may establish (and at any time amend) a policy under which for purposes of certain duties the Designated Representative shall be presumed to be unavailable (and the Alternate Designated Representative authorized to act in his or her stead); provided that no such policy or amendment thereto shall be effective until a copy of any such policy or amendment has been received and approved in writing by the Designated Representative and the Alternate Designated Representative. SRP may vary any such policy on a case-by-case basis by notifying the Designated Representative and the Alternate Designated Representative in a manner that is consistent with the notification provisions of subsection 5.2.1 above.
- 5.3. In the event of a change in the Alternate Designated Representative, the Designated Representative shall timely file a superseding certificate of representation with EPA. Notwithstanding any change in the identity of the Alternate Designated Representative, any submissions, actions, and inactions by the previous Alternate Designated Representative prior to the time and date when EPA receives the superseding certificate of representation shall be binding on the new Alternate Designated Representative and on the Participants.
- 5.4. Each Alternate Designated Representative shall acknowledge his or her acceptance of his or her appointment as the Alternate Designated

Representative and agreement to be bound by the terms of this Agreement by executing an Acknowledgment.

- 5.5. Acceptance by the Alternate Designated Representative of his or her appointment, as evidenced by execution of the Acknowledgment, constitutes the Alternate Designated Representative's agreement to perform all of the duties of an Alternate Designated Representative specified in or, in the exercise of the Alternate Designated Representative's reasonable discretion, implied under the GHG Reporting Requirements or this Agreement, and to comply with all applicable requirements of this Agreement and the GHG Reporting Requirements, including the execution, compliance, and filing with EPA of a certificate of representation in compliance with all requirements of 40 C.F.R. § 98.4.
- 5.6. The Designated Representative and the Alternate Designated Representative shall not at the same time be unavailable to fulfill the designated representative functions. The Alternate Designated Representative shall give SRP at least 30 days prior written notice of the Alternate Designated Representative's intent to resign as an alternate designated representative.
- 5.7. Unless expressly provided to the contrary, wherever the term "Designated Representative" is used in this Agreement, it shall be deemed to include the Alternate Designated Representative during any period of time the Designated Representative is unavailable.

6. REMOVAL, REPLACEMENT, OR TERMINATION OF DESIGNATED REPRESENTATIVE OR ALTERNATE DESIGNATED REPRESENTATIVE

- 6.1. Subject to Section 6.3 hereof and the other terms and conditions of this Agreement, SRP shall have the authority in its sole discretion to remove, replace, or terminate the Designated Representative or Alternate Designated Representative for the T&D Equipment. SRP shall provide timely notice of any action in writing to the Transmission Engineering and Operating Committee of the removal or replacement or termination of the Designated Representative or the Alternate Designated Representative, as the case may be.
- 6.2. The Participants recognize and affirm that the Designated Representative and Alternate Designated Representative may, at their individual options, resign from their respective roles as Designated Representative or Alternate Designated Representative, as the case may be, upon 30 days advance written notice to SRP.
- 6.3. Any removal, replacement, resignation, or termination of the Designated Representative or Alternate Designated Representative shall be done in

such a manner to ensure compliance with the GHG Reporting Requirements.

- 6.4. In the event of the removal, replacement, resignation, or termination of the Designated Representative or Alternate Designated Representative, pursuant to Section 6.1, 6.2, or 6.3 above, a new Designated Representative, or new Alternate Designated Representative, as the case may be, shall be selected immediately in accordance with Section 4 or 5 hereof, whichever is applicable.
- 6.5. In the event of the removal, replacement, resignation, or termination of the Designated Representative, the Alternate Designated Representative shall serve as Designated Representative until a new Designated Representative has been selected and appointed by SRP and has accepted his or her appointment in accordance with Section 4 hereof.
- 6.6. The removal, replacement, resignation, or termination of the Designated Representative or Alternate Designated Representative shall not affect the protections provided to the Designated Representative and Alternate Designated Representative for actions taken by the Designated Representative or Alternate Designated Representative prior to the date of removal, replacement, resignation, or termination.

7. FACILITIES

Attached hereto as Exhibit "B" is a list of ANPP HVS T&D Equipment subject to this Agreement, which list may be modified from time to time by SRP; provided, however, any such modification shall neither be an amendment of this agreement nor require the written consent of the other Parties. Upon any such modification, SRP shall provide written notice to the other Parties.

8. LIABILITY

- 8.1. Except for any loss, damage, claim, cost, charge, or expense resulting from any Willful Act and subject to the provisions of Section 8.3 below, the Participants hereby extend to the Designated Representative and the Alternate Designated Representative their release, and agree to indemnify them, for any direct, indirect, or consequential loss, damage, claim, cost, charge, or expense, whether or not resulting from the negligence of such Designated Representative, the Alternate Designated Representative, or any person or entity whose negligence would be imputed to the Designated Representative or the Alternate Designated Representative from the performance or non-performance of the obligations of the Designated Representative or the Alternate Designated Representative under this Agreement. Performance of the duties of the Operating Agent that are addressed in the Operating Agreement, which relates to the Project

Agreement, are expressly excluded from the release and indemnity provisions of this Section 8.

- 8.2. Except as provided in Section 8.3 below, the costs and expenses of discharging all Work Liability arising out of, resulting from or connected to the performance or non-performance of the duties imposed upon the Designated Representative or the Alternate Designated Representative pursuant to this Agreement as related directly to the T&D Equipment for which payment is not made by insurance shall be paid by the Participants in accordance with ownership interests as set forth in the Project Agreement.
- 8.3. Subject to the limitations herein, the Designated Representative and Alternate Designated Representative shall be responsible for any damage, loss, claim, cost, charge, or expense that results from their own Willful Acts, and they shall indemnify and hold harmless the Participants, their directors, officers, and employees from any such damage, loss, claim, cost, charge, or expense. The liability of the Designated Representative or Alternate Designated Representative for damages, losses, claims, costs, charges, or expenses for Willful Acts shall not exceed \$25,000 per Willful Act, and the Participants extend to the Designated Representative and the Alternate Designated Representative their respective covenants not to execute, levy, or otherwise enforce a judgment obtained against either of them for any such aggregate liability in excess of \$25,000 per Willful Act.
- 8.4. A claim by a Party based on a Willful Act must be perfected by filing such claim within three years after the Willful Act occurs, and such claimant may seek either injunctive relief or remuneration or both. All claims made thereafter relating to the same Willful Acts shall be barred by this Section 8.4.
- 8.5. The amount of any funds paid by the Participants, or any of them, to discharge any Work Liability imposed upon either the Designated Representative or the Alternate Designated Representative pursuant to this Section 8 shall be reduced by the excess of (1) the proceeds of any insurance policy of which such Designated Representative or Alternate Designated Representative is the beneficiary, which proceeds have been paid to or on behalf of such Designated Representative or Alternate Designated Representative with respect to the specific event or action giving rise to the claim of indemnification hereunder, (2) any unreimbursed or uninsured damage, loss, claim, cost, charge, or expense paid or incurred by such Designated Representative or Alternate Designated Representative in connection with the event or action giving rise to such claim for indemnification (the amount of such excess shall hereinafter be referred to as the "Excess Recovery"). If such Participants, or any of them, shall advance funds for or on behalf of the Designated Representative or Alternate Designated Representative pursuant to this Section 8, and such Designated Representative or the Alternate Designated Representative

shall subsequently receive an Excess Recovery, the Designated Representative or the Alternate Designated Representative, as the case may be, shall promptly refund the amount of such Excess Recovery pro rata to the Participants who have advanced such funds; provided, however, that the amount so refunded to a Participant shall in no event exceed the amount advanced by such Participant.

8.6. The indemnification and release provisions of this Section 8 shall survive any termination of the Designated Representative's or the Alternate Designated Representative's duties under this Agreement.

9. CONTINUANCE OF THIS AGREEMENT AND EFFECT OF CHANGES IN LAW

If, in the opinion of any Participant or the Designated Representative, subsequent rules or amendments to the GHG Reporting Requirements materially alter the duties of the Designated Representative, the Participants and the Designated Representative may negotiate amendments to this Agreement to conform it to the subsequent rules or amendments. However, any changes in the specific responsibilities of the Designated Representative are hereby incorporated by reference herein and, as of the date that the subsequent rules or amendments become effective, the Designated Representative shall comply with such rules and amendments until such time as this Agreement is amended.

10. ACTIONS PENDING RESOLUTION OF DISPUTES

If a dispute should arise which is not resolved by the Transmission Engineering and Operating Committee and the Designated Representative or by higher authorities within the Participants' organizations and the Designated Representative, then, pending the resolution of the dispute by arbitration or judicial proceedings, the Designated Representative shall proceed with the performance of his/her duties hereunder in a manner consistent with this Agreement and with generally accepted practice in the electric utility industry.

11. RECORDS AND AUDITS

With respect to the T&D Equipment, SRP shall maintain records pursuant to the GHG Reporting Requirements in accordance with 40 C.F.R. § 98.3. The Auditing Committee and Engineering and Operating Committee shall be entitled to review the records and documents to be maintained by SRP pursuant to this Section 11.

12. ASSIGNMENT BY PARTICIPANTS

This Agreement shall be freely assignable by the Participants, provided their successors in interest agree in writing to assume all of and be fully bound by the terms and conditions of this Agreement. No assignment shall relieve a Participant of any duties, obligations, or liabilities accruing hereunder prior to the date of such assignment.

13. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

14. WAIVER

The waiver by any Party of any breach of any term, covenant, condition, or agreement contained herein or any default in the performance of any obligations hereunder shall not be deemed to be a waiver of any other breach or default of the same or of any other term, covenant, condition, agreement, or obligation.

15. APPLICABLE LAW AND JURISDICTION

15.1. Except to the extent federal law as evidenced in EPA's GHG Reporting Requirements is applicable, the rights and obligations of the Parties arising out of this Agreement shall be governed in all respects by the laws of the State of Arizona.

15.2. All actions and proceedings arising under this Agreement shall, to the extent litigation is permitted by this Agreement, be litigated in courts located in the State of Arizona.

16. NOTICES

Any notice, demand, or request provided for in this Agreement to be delivered among the Participants shall be deemed properly served, given, or made if delivered in accordance with the notice provisions of the Project Agreement. Any such notice, demand, or request for the Designated Representative from the Participants, or for the Participants from the Designated Representative, shall be deemed properly served, given, or made as provided in Exhibit "C" attached hereto, which exhibit may be revised by SRP to reflect changes made to the Designated Representative or Alternate Designated Representative pursuant to this Agreement. Any document, information, or correspondence to be delivered to EPA shall be served or submitted by transmitting it to the person specified in accordance with the applicable regulation:

- (1) in person;
- (2) by United States Postal Service certified mail with the official postmark; or
- (3) by other means with an equivalent time and date mark used in the regular course of business to indicate the date of dispatch or transmission and a record of prompt delivery.

17. INTENDED BENEFICIARIES

The Participants intend that the Designated Representative and the Alternate Designated Representative shall be third-party beneficiaries of this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the Parties and supersedes all previous and collateral agreements or understandings with respect to the subject matter hereof; provided, however, that the Project Agreement remains in full force and effect and shall not be deemed amended or otherwise modified by this Agreement. No waiver, alteration, amendment, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of July 13, 2012.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

Name: JAHN T. UNDERHILL
Title: SR. DIR. SYSTEM OPS
Signed: J. Underhill

ARIZONA PUBLIC SERVICE COMPANY

Name: _____
Title: _____
Signed: _____

17. INTENDED BENEFICIARIES

The Participants intend that the Designated Representative and the Alternate Designated Representative shall be third-party beneficiaries of this Agreement.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the Parties and supersedes all previous and collateral agreements or understandings with respect to the subject matter hereof; provided, however, that the Project Agreement remains in full force and effect and shall not be deemed amended or otherwise modified by this Agreement. No waiver, alteration, amendment, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by duly authorized representatives of the Parties.

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of July 13, 2012.

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

Name: _____
Title: _____
Signed: _____

ARIZONA PUBLIC SERVICE COMPANY

Steve Norris

Digitally signed by Steve Norris
DN: cn=Steve Norris, o=APS,
ou=7696,
email=Steven.Norris@aps.com, c=US
Date: 2012.07.09 16:03:06 -0700

Name: _____
Title: _____
Signed: _____

**DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES**


Execution of this agreement is pursuant to section 604(c) of the Charter of the City of Los Angeles and Los Angeles Administrative Code §10.1.1(a), subject to extension under Section 373 of the Charter of the City of Los Angeles.

APPROVED AS TO FORM AND LEGALITY
CARMEN A. TRILTANICH, CITY ATTORNEY

JUL 17 2012
BY 
SHANICE BLACK /
DEPUTY CITY ATTORNEY

Name: Ronald O. Nichols

Title: General Manager

Signed: 

EL PASO ELECTRIC COMPANY

Name: _____

Title: _____

Signed: _____

**PUBLIC SERVICE COMPANY OF NEW
MEXICO**

Name: _____

Title: _____

Signed: _____

SOUTHERN CALIFORNIA EDISON COMPANY

Name: _____

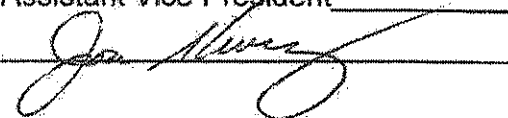
Title: _____

Signed: _____

**DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES**

Name: _____
Title: _____
Signed: _____

EL PASO ELECTRIC COMPANY

Name: Jose Nevarez _____
Title: Assistant Vice President _____
Signed:  _____

**PUBLIC SERVICE COMPANY OF NEW
MEXICO**

Name: _____
Title: _____
Signed: _____

SOUTHERN CALIFORNIA EDISON COMPANY

Name: _____
Title: _____
Signed: _____

**SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY**

Name: _____
Title: _____
Signed: _____

**DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES**

Name: _____

Title: _____

Signed: _____

EL PASO ELECTRIC COMPANY

Name: _____

Title: _____

Signed: _____

**PUBLIC SERVICE COMPANY OF NEW
MEXICO**

Name: GARY C STONE

Title: V.P. New Mexico Operations

Signed: Gary C Stone

SOUTHERN CALIFORNIA EDISON COMPANY

Name: _____

Title: _____

Signed: _____

**SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY**

Name: _____

Title: _____

Signed: _____

**DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES**

Name: _____
Title: _____
Signed: _____

EL PASO ELECTRIC COMPANY

Name: _____
Title: _____
Signed: _____

**PUBLIC SERVICE COMPANY OF NEW
MEXICO**

Name: _____
Title: _____
Signed: _____

SOUTHERN CALIFORNIA EDISON COMPANY

Name: DAVID SZUMLAS
Title: MANAGER, OS&E
Signed: David Szumlas

**SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY**

Name: _____
Title: _____
Signed: _____

**DEPARTMENT OF WATER AND POWER
OF THE CITY OF LOS ANGELES**

Name: _____
Title: _____
Signed: _____

EL PASO ELECTRIC COMPANY

Name: _____
Title: _____
Signed: _____

**PUBLIC SERVICE COMPANY OF NEW
MEXICO**

Name: _____
Title: _____
Signed: _____

SOUTHERN CALIFORNIA EDISON COMPANY

Name: _____
Title: _____
Signed: _____

**SOUTHERN CALIFORNIA PUBLIC POWER
AUTHORITY**

Name: BILL D. CARMAAN
Title: Executive Director
Signed: [Signature]

EXHIBIT "A"

ACKNOWLEDGMENT OF APPOINTMENT FORM

Effective on the date set forth below, _____
acknowledges that (i) he or she has read the Electrical Transmission and Distribution
Equipment and Servicing Inventory Greenhouse Gas Reporting Program Designated
Representative Agreement ("Agreement"), which Agreement is incorporated herein by
reference and made a part hereof; (ii) he or she has accepted appointment as the
Designated Representative or Alternate Designated Representative, as the case may be,
for the purposes of the GHG Reporting Requirements as such program requirements
apply to the T&D Equipment; and (iii) he or she agrees to be bound by the terms of the
Agreement and to perform the duties and responsibilities of the Designated
Representative or Alternate Designated Representative specified or reasonably implied
under the GHG Reporting Requirements and those duties and responsibilities specified
or reasonably implied under the Agreement.

Dated this _____ day of _____, 2012.

By: _____

Its: _____

EXHIBIT "B"

LIST OF FACILITIES

Palo Verde High Voltage Switchyard
Hassayampa High Voltage Switchyard

EXHIBIT "C"

NOTICE PROVISIONS

For the purpose of providing notices between the Participants and Designated Representative under the Electrical Transmission and Distribution Equipment and Servicing Inventory Greenhouse Gas Reporting Program Designated Representative Agreement, the following individuals are identified:

DESIGNATED REPRESENTATIVE:

ALTERNATE DESIGNATED REPRESENTATIVE:

OWNERS:

To their respective representatives on the Transmission Engineering and Operating Committee.