

19. **Severability.** If any provision or portion of this Agreement shall for any reason be held or adjudged to be invalid or illegal or unenforceable by any court of competent jurisdiction, such portion or provision shall be deemed separate and independent, and the remainder of this Agreement shall remain in full force and effect.

20. **Governing Law.** The validity, interpretation, and enforcement of this Agreement and each of its provisions shall be governed by the laws of the State of North Carolina, without regard to its conflicts of law principles.

21. **Amendment of Agreement.** This Agreement may only be amended by a written instrument executed by both Parties.

22. **No Partnership.** This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

23. **Changes in Applicable Law.** This Agreement and any other applicable documents are subject to changes or substitutions, either in whole or in part, as may be necessary to conform to applicable law. Unless specified otherwise, any such changes or substitutions shall become effective immediately and shall nullify all prior provisions in conflict therewith.

24. **Customer Certification.** By signing this Agreement below, Customer hereby certifies that, to the best of Customer's knowledge, all the information provided to PWC in connection with electric service and interconnection pursuant to this Agreement is true and correct, and that Customer has received and reviewed this Agreement, the applicable standards, and PWC's Service Regulations and Charges.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

Fayetteville Public Works Commission

Customer

By: _____
Timothy L. Bryant, CEO/General Manager

By: _____
(Name) (Title)

Date: _____

Date: _____

For Pre-Filing Purposes Only
Signature Coordinated by PWC