



**Electric Sample Form No. 79-938**  
Customer-Owned Streetlights PG&E Pole Contact Agreement

Sheet 1

**Please Refer to Attached  
Sample Form**



# CUSTOMER-OWNED STREETLIGHTS PG&E POLE CONTACT AGREEMENT

## DISTRIBUTION

- Applicant
- PG&E Division
- Tariffs Interpretations
- \_\_\_\_\_

## REFERENCES

JOB #: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_ (Applicant)  
 has elected to enter into this Agreement with PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E).

PG&E owns, operates and maintains overhead electric distribution facilities located in geographic areas within the political jurisdiction of Applicant.

Applicant desires to enter into an agreement with PG&E that will (a) allow having that portion of the Applicant's existing streetlights to contact PG&E's distribution poles, and (b) specify conditions for future installation, operation, maintenance, use or removal of Applicant's streetlights. PG&E is willing to permit Applicant to have such pole contacts under the following terms and conditions:

### 1. POLE CONTACT PERMISSION.

- a. **Existing Streetlights** PG&E hereby gives Applicant general permission under the terms and conditions herein stated to contact, replace, operate, maintain, and use existing luminaires, lamps, photocells, support arms and service wiring facilities (hereinafter Equipment) installed on poles owned by PG&E or jointly owned by PG&E and others. Such permission covers all existing lights owned by the Applicant that are mounted on PG&E-owned poles, based on the most current billing records as of the date of this Agreement. However, specific permission for such streetlights must be in the form of pole Contact Permits for specific locations.
- b. **New Streetlights.** Applicant or Its contractor shall not install any new or additional equipment on PG&E's poles without first securing PG&E's written approval in the form of a Contact Permit for specific locations. Within thirty (30) days of receipts of the application, PG&E will either grant the permit or deny the permit and specify why the action cannot be taken. Upon the receipt of each such approved Contact Permit, Applicant shall have the right to install, operate, maintain and use the additional equipment on the poles specified in such permit and under the terms and conditions specified in this Agreement, (thereafter included as Equipment), which shall be considered a part of each such permit without regard to whether this Agreement is referred to in each Contact Permit.

2. **POLE CONTACT PERMITS.** PG&E will provide Contact Permits in the form attached and marked Exhibit A to Applicant for the specific locations involved, and shall charge no pole contact fee for each electric distribution pole covered under this contact Agreement unless such a fee is permitted in the future under authorization by the California Public Utilities Commission (Commission).

3. **PRIOR POLE CONTACT AGREEMENT.** This Agreement shall supersede any previous pole contact agreement between PG&E and the Applicant insofar as it may pertain to street lighting.

4. **PG&E REQUIREMENTS.** Facilities installed under this Agreement shall be subject to all of the provisions of the General Orders of the Commission, and PG&E's applicable tariff schedules on file with and authorized by the Commission and further shall at all times be subject to such changes or modifications as the Commission may, from time to time, direct in the exercise of Its jurisdiction.

5. **SERVICE DELIVERY.** PG&E will supply electrical energy and service to streetlight equipment owned by Applicant in accordance with the provisions of rate Schedule LS-2 for customer-owned street and highway lighting.

† Information collected on this form is used in accordance with PG&E's Privacy Policy. The Privacy Policy is available at [pge.com/privacy](http://pge.com/privacy).

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6. **WORK ON POLES.** Any person working on applicant-owned Equipment mounted on PG&E owned poles must be qualified to work on such Equipment in the vicinity of PG&E's energized conductors (i.e., Qualified Electrical Worker or performing work under the supervision of a Qualified Electrical Worker. See Title 8, Electrical Safety Orders, Section 2949). Any contractor used by Applicant to perform work on the Equipment contacting PG&E's distribution facilities shall be one previously approved by PG&E as qualified to perform such work, and shall meet the insurance requirements outlined in this Agreement. Upon request, PG&E will supply a list of approved contractors to Applicant.

All work on Applicant's Equipment installed on PG&E's poles shall be performed by Applicant's personnel or contractor operating from either a ladder or bucket truck. Direct climbing of PG&E-owned poles by Applicant's personnel or contractor is prohibited, unless access requires pole climbing by Applicant's authorized personnel qualified to climb.

7. **SAFETY PRECAUTIONS.** Applicant and PG&E shall perform all work in compliance with applicable federal, state and local laws, rules and regulations. Applicant shall inform all persons doing work on PG&E's facilities and insure that all work of non-PG&E employees is planned and conducted in a manner to safeguard persons and property from injury. Work performed in areas adjacent to PG&E's energized electric facilities also shall be performed in accordance with PG&E's established safety rules and practices, as shown on PG&E's Engineering Standard identified as Exhibit B attached, or as directed by PG&E. In no case shall Applicant have work performed above the height of the 120/240 volt secondary conductors on PG&E's facilities.
8. **INSURANCE REQUIREMENTS.** Applicant shall provide evidence to PG&E of insurance or self-insurance to secure the payment of Worker's Compensation in compliance with the Labor Code of California and, where applicable, shall secure payment of liability under any other similar applicable law. Upon request, Applicant shall provide PG&E evidence of insurance or self-insurance and shall cause any contractor performing work under this Agreement to procure and maintain in effect during the term of his work bodily injury liability insurance with limits of not less than \$2,000,000 combined single limit (including automobile) for bodily injury and property damage as a result of any one occurrence. Such contractor's insurance must be satisfactory to PG&E and shall guarantee Applicant's performance of the above indemnity obligation and shall also be endorsed to (a) include PG&E as an additional named insured insofar as this Agreement is concerned, (b) contain a cross-liability clause, and (c) provide that written notice shall be given to PG&E at least thirty (30) days prior to cancellation or material change in the form of such policies or endorsements. Upon request, Applicant will furnish PG&E with original copies of the policies and endorsements, PG&E shall have the right to inspect the original policies of such insurance.
9. **REARRANGEMENT FOR INSTALLATION.** If any rearrangement of or addition to PG&E's existing electric distribution facilities is required to permit Applicant to install Equipment on PG&E's poles, PG&E shall notify Applicant of the nature and PG&E's estimated cost of such work. If Applicant finds such cost acceptable, it shall notify PG&E by letter, including a purchase order number or equivalent authorization to reimburse PG&E for the cost of such work. PG&E shall, thereafter, complete the work within a reasonable time and bill Applicant.
10. **OTHER REARRANGEMENTS.** Should PG&E find it necessary to perform any work (removal, replacement or relocation) on its distribution poles on which Applicant maintains its Equipment, and such work is (a) requested by local governmental agencies, (b) requested by the State of California Department of Transportation (CalTrans), (c) needed to replace deteriorated poles, (d) caused by an emergency (storm damage, accidents, etc.), or (e) caused by the actions of a third party or parties outside of PG&E's control, Applicant shall, at its own expense, rearrange its Equipment as necessary, or remove, relocate, replace, or transfer its Equipment to substitute poles, if available, as designated by PG&E. PG&E will give Applicant thirty (30) days written notice for such necessary work, except in the case of an emergency, said notice may be delayed but for not more than (10) days after commencement of the emergency work. In the event that Applicant does not perform its work prior to

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PG&E's scheduled work, or in cases of emergency, PG&E may at the expense of Applicant perform such work or other associated work in connection with the Equipment that may be required for the operating needs of PG&E.

11. **SERVICE CONNECTION/DISCONNECTION.** Connection or disconnection of Applicant's service wires to PG&E's secondary conductors will be performed only by PG&E. This work shall be performed at Applicant's expense based on the flat cost table attached as Exhibit C. This table is subject to change and use by PG&E annually under this agreement, without formal amendment to this Agreement.
12. **EQUIPMENT REMOVAL** Applicant or its contractor may remove its Equipment from any poles hereunder upon giving ten (10) days advance written notice to PG&E; provided, however, in case of an emergency, said notice may be delayed but for not more than (10) days after commencement of the emergency work. Such notice shall be given by executing a Notice of Contract Removal in the form attached hereto as Exhibit D.
13. **EQUIPMENT ABANDONMENT.** Abandonment of any Equipment under this Agreement, at a location by Applicant shall terminate all of its rights and privileges at that location. Abandonment shall be presumed if any Equipment is not used for a three (3) month period, unless Applicant notifies PG&E in writing of a specific temporary period of disuse of its Equipment. In such instances, the Equipment will not be considered abandoned until three (3) months after the temporary disuse period has lapsed. After the expiration of such period, PG&E shall have the right to remove and retain possession of the Equipment, provided that at least thirty (30) days prior to such removal or possession, PG&E has mailed to Applicant written notice of its intention, and Applicant has neither responded nor commenced using the Equipment. PG&E has the right to collect from Applicant all expenses incurred for removal of such Equipment. Equipment shall not be considered in disuse for any period in which it is inoperable due to failure of electrical service to it, or failure of any component requiring repair or replacement until a reasonable opportunity has been given to Applicant to effect the repair or replacement. Nor shall Equipment be considered disused if it becomes inoperable and this condition is not made known to the Applicant in a timely manner.
14. **INDEMNIFICATION.** Applicant shall indemnify and hold harmless PG&E, its officers, agents and employees, against all loss, damage, expense and liability resulting from injury to or death of person, including but not limited to employees of PG&E, Applicant, or any third party, or any damage to property, including but not limited to, property of PG&E, Applicant, or any third party, arising out of or in any way connected with the performance of this Agreement and any and all construction activities however caused, except to the extent caused by the active negligence or willful misconduct of PG&E, its officers, agents and employees. Applicant will pay any cost that may be incurred by PG&E in enforcing this indemnity, including reasonable attorneys' fees.
15. **GENERAL WAIVER.** Should either party fail to enforce any specific provision of this Agreement, it shall not be deemed a general waiver or relinquishment by that party of any provision in this agreement-
16. **PAYMENT FOR WORK.** Any amount due from Applicant to PG&E for work performed under the provisions of this Agreement are payable in advance of PG&E commencing work, however, where prohibited by law, Applicant may pay the amount within a period of (30) days after the work is completed.
17. **TERM OF AGREEMENT.** Notwithstanding any other provisions hereof, this Agreement shall be and remain in effect for an initial period of ten (10) years from the date of this Agreement, and shall extend thereafter for successive terms of one (1) year each, unless otherwise terminated by either party on not less than twelve (12) months advance written notice to the other party at the expiration of the initial or any subsequent term.



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- 18. **OBLIGATION AFTER TERMINATION.** Any termination of Applicant's rights end privileges under this Agreement shall not relieve Applicant of any obligations, whether of indemnity or otherwise, which has accrued prior to such termination or completion of removal of Applicant's equipment, whichever is later, or which arises out of an occurrence happening prior thereto.
- 19. **ASSIGNMENT.** Applicant may assign this Agreement, in whole or part, only if PG&E consents in writing and the party to whom the Agreement is assigned (Assignee) agrees in writing to perform the obligations of Applicant hereunder and to be bound by this Agreement in all respects. Assignment of this Agreement shall not release Applicant from any of the obligations under this Agreement unless such a release is specifically agreed to in writing this Agreement unless such a release is specifically agreed to in writing by PG&E and the Assignee. Such assignment, unless otherwise, provided therein, shall be deemed to include Applicant's right to any refunds then unpaid or which may thereafter become payable.
- 20. **COMMISSION JURISDICTION.** This Agreement shall be subject to all of PG&E's tariff schedules on file with and authorized by the Commission and shall at all times be subject to such changes or modifications as the Commission may direct from time to time in the exercise of its jurisdiction. These may include, but are not limited to changes or modifications to monthly cost of ownership charges (higher or lower percentage rates), extension rules, and rate schedules.

Execution Date: \_\_\_\_\_, 20\_\_

**PACIFIC GAS AND ELECTRIC COMPANY**

\_\_\_\_\_  
(Applicant)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type/Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Applicant's Mailing Address**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Attachments**

- Exhibits A – Contact Permit Form
- Exhibits B – Engineering Standards
- Exhibits C – Flat Cost Table
- Exhibits D – Notice of Contract Removal



**CUSTOMER-OWNED STREETLIGHTS  
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**Exhibit A – Contact Permit**

To: \_\_\_\_\_  
\_\_\_\_\_

Number: \_\_\_\_\_

Division: \_\_\_\_\_

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

Permission is requested to place attachments on the poles designated below in accordance with the terms and conditions of the agreement between \_\_\_\_\_ and Pacific Gas and Electric Company dated \_\_\_\_\_

Date Checked: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

**THE ABOVE PERMISSION IS HEREBY GRANTED**

Date Checked: \_\_\_\_\_

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

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Number of poles contacted under this Permit \_\_\_\_\_ Annual Rental \$ \_\_\_\_\_  
each or \$ \_\_\_\_\_

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## Exhibit B – Engineering Standards

**FIG. 4**  
Installation with Extended Rock Construction with Service Drop Present

**FIG. 5**  
Installation with NO Service Drops Present (See Note (a))

**FIG. 6**  
Installation with Service Drops Present

**MATERIAL: FURNISHED AND INSTALLED BY THE CUSTOMER**

ITEM	DESCRIPTION
1	Luminaire and mounting bracket
2	Photoelectric Relay, Twist Lock Type
3	Conduit, 1/2" PVC, Schedule 80
4	Staple, Galvanized 2 1/4" x 25/32" x 3/16"
5	Wire, #10, Solid Copper, PVC, 600 V.
6	Bolt, Mach. 3/8" x 10" Length
7	Log Screw, 1/2" x 4" Length
8	Washer, 2 1/4" Sq. 3/8" Bolt Size
9	Identification

**MATERIAL: FURNISHED AND INSTALLED BY P.G. & E.**

ITEM	DESCRIPTION	DRAWING		CODE
		Number	Part	
A	Rock, Extended, Secondary, 3-Spool	015187	1	31-6054
B	Conduit, 1/2" PVC, Schedule 80			36-0368
C	Conduit 2" PVC, 100" Wall Thickness	021924		36-0234
D	Plumbers Tape, Galvanized			17-6024
E	Bolt, Mach. 3/8" x Length as req'd.			
F	Washer, 2 1/4" Sq. 3/8" Bolt Size	058778		19-5286
G	Connector, Alum., H-Type Compression	041010		30-5842
	Connector, Alum., N-Type Compression			30-5843
	Connector, Cu, Split Bolt (For Cu Secondary to #10 Cu)	015020		
H	Staple, Galvanized	021924		19-7156

(a) For 1/0 Aluminum or ACSR Secondary to #10 Cu.  
 (b) For Aluminum Secondary Larger than 4/0 to #10 Cu. Make up tail of #10 Cu. to 1/0 Aluminum with a Code 30-5842 connector and insert end of 1/0 Aluminum in appropriate PG Clamp taken from Dwg. 028952.

**AUTHORIZED MUNICIPALLY OWNED INSTALLATIONS (120 VOLT OPERATION)**

APPROVED BY	REV.	DATE	DESCRIPTION	SUPV.	DWN.	CHKD.	APVD.
J.P.K.	10	4-24-87	Revised Items A, C, D and H				
J.L.B.	9	11-23-82	Chad Dwa No. Items E and F, Rev Fig 5 & 6 min clearance.				
W.B.	8	12-9-77	New Sheet. Former Sh. 4, made Sh. 5.				

DM
SUPV. F.F.Y.
DESN.
DWN. K.L.
CHKD.
D.E.
DATE 1-20-47
SCALE

**STREET LIGHT INSTALLATIONS STANDARD ON WOOD POLES**

DEPARTMENT OF ENGINEERING  
**PACIFIC GAS AND ELECTRIC COMPANY**  
 SAN FRANCISCO, CALIFORNIA

SUPERSEDED BY	
SHEET NO. 3 OF SHEETS	
DRAWING NUMBER <b>015132</b>	REV. <b>10</b>
MICROFILM	





**CUSTOMER-OWNED STREETLIGHTS  
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**Exhibit C – Flat Cost Table**

**CUSTOMER OWNED STREET LIGHTS ON PG&E-OWNED POLES  
RATE SCHEDULE LS-2**

Description	Charges
1. New Service Connection (single trip) - Load Less Than 2000 Watts	
2. Temporary Disconnect and Reconnect Service Wires (double trip)	
a. First light located within a single city or lighting district	
b. Each additional light located within a single city or lighting district worked at the same	
3. Relocation (remove and reinstall street light fixture, support arm, wiring, etc.) on wood pole (single trip)	
a. First light located within a single city or lighting district	
b. Each additional light located within a single city or lighting district worked at the same	
4. Permanent Disconnection: (single trip)	
a. Light installed 5 years or more	N/C
b. Light installed less than 5 years	
1) First light located within a single city or lighting district	
2) Each additional light located within a single city or lighting district worked at the same	

Note:

- All charges shown above are subject to change annually by PG&E.
- For connection and other charges for customer-owned streetlights NOT on PG&E-owned poles, refer to the special conditions of Schedule LS-2.





# CUSTOMER-OWNED STREETLIGHTS PG&E POLE CONTACT AGREEMENT

## Exhibit D – Notice of Contact Removal

To: \_\_\_\_\_

Number: \_\_\_\_\_

\_\_\_\_\_

Division: \_\_\_\_\_

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

The attachment on the poles designated below, as covered by Contact Permit No. \_\_\_\_\_  
issued in accordance with the terms and conditions of the agreement between \_\_\_\_\_  
\_\_\_\_\_ and Pacific Gas and Electric Company  
dated \_\_\_\_\_, have been removed.

Date Checked: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

(Title)

### CONTACT REMOVAL ACKNOWLEDGED

Date Checked: \_\_\_\_\_

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

By: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Number of poles vacated under this removal notice \_\_\_\_\_ Pay Free

Exchange Area \_\_\_\_\_