



RESOLUTION NO. 2012-1

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, GRANTING AUTHORITY TO THE PUBLIC WORKS DIRECTOR OR HIS DESIGNEE TO SIGN ROUTINE AGREEMENTS WITH PACIFIC GAS AND ELECTRIC COMPANY

WHEREAS, Underground Utility Districts (UUD) are formed using criteria established by California Public Utility Commission (CPUC) Rule 20-A, and at the discretion of the Council following noticed public hearings; and

WHEREAS, CPUC Rule 20-A requires that Pacific Gas & Electric Company (PG&E) allocate funds for the underground placement of existing overhead electrical facilities; and

WHEREAS, the Public Works Department finds it necessary to enter into agreements with PG&E in connection with Rule 20-A allocations; and

WHEREAS, the purpose of this resolution is to obtain City Council approval to enter into agreements of a routine nature when funding is not at issue for UUD projects that have been previously approved and funded through the allocation of funds from PG&E Rule 20-A Tariff, by separate prior City Council approval; and

WHEREAS, the agreements that would fall under this resolution are (1) Rule 20-A General Conditions and Addendum, (2) Rule 20-A Electric Panel Service Conversions, and (3) Letter of Street Light Agreement, attached hereto (the "Agreements").

NOW, THEREFORE, IT IS RESOLVED BY THE COUNCIL OF THE CITY OF FRESNO AS FOLLOWS:

1. The Council of the City of Fresno authorizes the Public Works Director or his designee to enter into the Agreements with Pacific Gas and Electric Company in substantially

Adopted _____
Approved _____
Effective 1-12-12



the form of the attached, and where funding for the proposed work has been previously approved by prior action of the Council.

CLERK'S CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF FRESNO)SS.
CITY OF FRESNO)

I, REBECCA E. KLISCH, City Clerk of the City of Fresno, certify that the foregoing resolution was adopted by the Council of the City of Fresno, at a regular meeting held on the 12th day of January, 2012.

AYES: Baines, Borgeas, Brand, Quintero, Westerlund, Xiong, Olivier
NOES: None
ABSENT: None
ABSTAIN: None

Mayor Approval: _____ N/A _____, 2012
Mayor Approval/ No Return _____ N/A _____, 2012
Mayor Veto: _____ N/A _____, 2012
Council Override Veto: _____ N/A _____, 2012

REBECCA E. KLISCH
City Clerk

BY: Rebecca Klisch
Deputy

APPROVED AS TO FORM
JAMES SANCHEZ
CITY ATTORNEY

BY: [Signature]
Deputy

12-12-2012PC



**Agreement to Perform
Tariff Scheduled Related Work,
Rule 20A General Conditions**

PROJECT MGR.
PM #

PROJECT NAME:

LOCATION: , CALIFORNIA

City:

City/County of , (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff scheduled related work as located and described herein.

General Conditions:

PG&E will, at its expense, replace its existing overhead electric facilities with underground electric facilities as outlined in the Rule 20 Tariff. To ensure the success of this program, the Applicant agrees to support the Rule 20A Program as follows:

Responsibilities of the Applicant:

1. Consult with PG&E to confirm the requirements and location of the project.
2. Provide a resolution and boundary map as required in Electric Rule 20.
3. Provide a list of all recorded property owners, APN#, phone number and address.
4. Provide a list of the most recent tenant (for rental properties).
5. Provide Base Map (in AutoCAD) showing the following: boundary, roads, future road improvements, sidewalks, curbs, property lines, buildings, existing water and sewer, easements, and any other known utilities or obstacles.
6. Secure all required rights-of-way and easements, which must be satisfactory to and approved by PG&E.
7. Own and manage all contaminated soils. (Rule 20A funding cannot be used for environmental remediation costs)
8. Own and manage all cultural resource findings. (Rule 20A funding cannot be used for managing cultural resource findings).
9. Provide recent pot holing/core samplings and soils/paving information from projects that were recently completed.
10. Provide acceptable construction yard for materials and equipment storage.
11. Pay for paving and restoration costs beyond the standard excavations and restorations necessary for the construction of the project. Joint trench participants will replace paving, landscaping, sidewalk, etc. that is removed during construction. (Rule 20A funding cannot be used for additional restoration costs).
12. Waive paving moratorium requirements, or pay for additional costs above PG&E's responsibility for restoration.
13. Stake and survey for any associated future grade changes.
14. Should applicant require additional traffic control beyond that which PG&E provides (per California Joint Utility Traffic Control Committee), Applicant will pay for the additional costs.
15. Should Applicant require a traffic control plan, Applicant will prepare or pay to prepare such a plan.
16. Pay for streetlight costs per Street Light Agreement.
17. Remove Applicant owned streetlights attached to utility poles and located within the underground district at Applicant cost.
18. Issue and waive cost of encroachment permit.
19. Waive work hour restrictions for construction, including holiday and/or special construction limitations.
20. Waive all permit fees and other incidental project specific costs, including but not limited to: parking charges; rental cost of city or county properties; and lost revenues.

Responsibilities of PG&E:

1. Provide consultation to Applicant to establish resolution and boundary map.
2. If designated as the design/trench lead, prepare the Intents, Composite and Form B (costs will be shared by all joint trench participants).
3. Provide electric design to the design/trench lead agency, if lead is other than PG&E.
4. Identify all locations that require an easement.
5. Prepare easement documents for signature.
6. Upon request of the Applicant, Rule 20A allocation may be used for the installation of no more than 100 feet of each customer's underground electric service lateral.
7. Upon request of the Applicant, the Rule 20A allocation may be used for the conversion of electric service panels to accept underground service, up to \$1,500 per service entrance (excluding permit fees). Alternatively, if the Applicant requests that PG&E manage the panel conversion work, perform such conversions by agreement (Form 79-1113, Agreement to Perform Tariff Schedule Related Work, Rule 20A).



- 8. Provide inspection services for the installation of PG&E facilities.
- 9. Remove poles, or portions of poles, from the underground district as required by the Joint Pole Utility Agreement.
- 10. Provide proper notification to all affected customers when electrical outages are necessary to complete project conversion to the new underground system.

We have read the above information and understand and agree with the provisions and responsibilities as described above/.

Executed this _____ day of _____ 20_____

City/County of:

Applicant

PACIFIC GAS AND ELECTRIC COMPANY

By: _____

By: _____

(Print or Type Name)

(Print or Type Name)

Title:

Title:

Mailing Address:

City/County of:



**ADDENDUM TO AGREEMENT TO PERFORM TARIFF SCHEDULED RELATED WORK,
RULE 20-A GENERAL CONDITIONS**

The City of Fresno, a municipal corporation (the "City") and Pacific Gas and Electric Company, a California corporation ("PG&E") hereby enter into the following Addendum to clarify certain conditions in the Agreement to Perform Tariff Scheduled Related Work, Rule 20-A General Conditions (the "Agreement") for Project _____ located at _____.

#6 – SECURE ALL REQUIRED RIGHTS- OF- WAY AND EASEMENTS, WHICH MUST BE SATISFACTORY TO AND APPROVED BY PG&E: PG&E will design and build the underground district project with-in the existing ROW of the City of Fresno. PG&E will prepare any documents for rights of ways that are needed outside the City existing ROW.

#10 – PROVIDE ACCEPTABLE CONSTRUCTION YARD FOR MATERIALS AND EQUIPMENT STORAGE: PG&E to look for and check for a local existing PG&E yard near project site even to look to one that might be in Clovis. City to assist if nothing is found with trying locate an acceptable City of Fresno parcel in the area of the project that might be utilized. PG&E to be responsible for any and all liability issues including not limited to hazardous materials. No agency or entity to pay rent for the storage site.

#11 – PAY FOR PAVING AND RESTORATION COSTS BEYOND THE STANDARD EXCAVATIONS AND RESTORATIONS NECESSARY FOR THE CONSTRUCTION OF THE PROJECT: The City and PG&E agree that the use of the T-trench is acceptable method to restore trenches as part of the construction of this project. No requirement to overlay half street will be required.

#12 – WAIVE PAVING MORATORIUM REQUIREMENT, OR PAY FOR ADDITIONAL COSTS ABOVE PG&E'S RESPONSIBILITY FOR RESTORATION: City of Fresno has no street moratorium in place in this area.

#14 – SHOULD APPLICANT REQUIRE ADDITIONAL TRAFFIC CONTROL BEYOND THE WHICH PG&E PROVIDES (PER CALIFORNIA JOINT UTILITY TRAFFIC CONTROL COMMITTEE), APPLICANT WILL PAY THE ADDITIONAL COSTS: The traffic control standards that PG&E are using are not a problem with the City as long it is done according by a certified company and the permit received to encroach into the street.

#15 – SHOULD APPLICANT REQUIRE A TRAFFIC CONTROL PLAN, APPLICANT WILL PREPARE OR PAY TO PREPARE SUCH PLAN: The traffic control standards that PG&E are using are not a problem with the City as long it is done according by a certified company and the permit received to encroach into the street.

#19 – WAIVE WORK HOUR RESTRICTIONS FOR CONSTRUCTION, INCLUDING HOLIDAY AND/OR SPECIAL CONSTRUCTION LIMITATIONS: PG&E to use normal work hours to complete the construction of the project.

#20 – WAIVE ALL PERMIT FEES AND OTHER INCIDENTAL PROJECT SPECIFIC COSTS, INCLUDING BUT NOT LIMITED TO: PARKING CHARGES; RENTAL COST OF CITY OR COUNTY PROPERTY; AND LOST REVENUES: The City of Fresno will not charge the for work or encroachment permits because this is a City initiated project.



Except as modified herein, the terms of the Agreement shall remain in full force and effect.

CITY OF FRESNO, a municipal corporation

PACIFIC GAS AND ELECTRIC COMPANY, a
California corporation

By:
Its:

By:
Its:

Date

Date



Pacific Gas and Electric Company

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Agreement to Perform
Tariff Scheduled Related Work,
Rule 20A Electric Panel Service Conversions

- APPLICANT (Original)
- DIVISION (Original)
- ACCTG. SERVICES

MLX#
PM #
PROJECT MGR.

City/County of _____, (Applicant) has requested PACIFIC GAS AND ELECTRIC COMPANY, a California corporation (PG&E) to perform the tariff scheduled related work as located and described herein.

Electric Panel Service Conversion Program:

In order to expedite the completion of Rule 20A Projects, PG&E has offered to manage the electric service conversions, and pay for this work from the Applicant's allocation funds. The underground electric feed that replaces the existing overhead service will be installed in the most economical manner possible, as determined by PG&E. To ensure the success of this program, the Applicant agrees to support the Electric Panel Service Conversion Program as follows:

Responsibilities of the Applicant:

1. Provide accurate list of owner, parcel #, address, phone number.
2. Mail informational letters to all residents describing the program and their responsibilities.
 - a. PG&E will provide templates for these letters.
3. Obtain Right of Entry agreements from property owners prior to scheduling construction.
 - a. PG&E will provide the document for each property owner to complete and sign.
4. Provide a liaison for residents and property owners to contact with questions.
5. Waive permit fees.
6. Waive Inspection fees.
7. Facilitate a preliminary job walk with the liaison, building inspector and others.
 - a. Review PG&E's intended placement of new equipment required for conversions.
 - b. Clarify the inspection and permit requirements and timing, if necessary.
8. Provide information enabling the field crews to determine the location of property lines.
9. Disclose all special circumstances
 - a. For example: historic buildings, hazardous materials, environmental issues, burial grounds and other items that may affect the overhead-to-underground conversion.
10. Communicate with the property owners if additional work beyond the conversion will be required.
 - a. PG&E will pay for the work required to replace the existing overhead electric feed with a new underground feed only. The cost of any additional work required to bring the property up to current codes will be borne by others (property owner or Applicant).
 - b. The Applicant will communicate to the property owner all items that must be brought up to code in a timely manner, and all code issues will be managed by the Applicant.
11. Disclose work hours and days.
12. Agree prior to construction regarding the required notifications to residents and property owners.
13. Failure to complete the above requirements may result in construction delays.

PROJECT NAME:

LOCATION: _____, CALIFORNIA

City:

Executed this _____ day of _____, 20____

City/County of:

PACIFIC GAS AND ELECTRIC COMPANY

By: _____ Applicant

By: _____

(Print or Type Name)

(Print or Type Name)

Title:

Title:

Mailing Address:

City/County of:

Project Manager:
PM #:

Letter of Streetlight Agreement

Dear valued customer,

As we approach the beginning of your Rule 20A project, one issue that you will need to address is your choice of the available streetlight options. The streetlights located within the Rule 20A project are currently (PG&E or community owned) and on Rate Schedule (LS1, LS2, LS3, streetlights OL1 outdoor lighting, TC1 traffic signals).

Rule 20A funding covers the costs of converting existing PG&E owned streetlight services on a one-for-one basis, but does not provide for the upgrading of facilities. Therefore, if the existing streetlights are on wood poles, the Rule 20A funding will cover the cost of providing an underground service and riser up the existing wood pole to the existing streetlight and the topping of the wood pole just above the streetlight.

You have the option under Rate Schedule LS1 (PG&E owned streetlights); to install new-galvanized steel streetlights that meet PG&E's standards or have PG&E install these new streetlights for you at your cost, in place of leaving the existing wood pole mounted streetlights. If you choose to have PG&E install these new streetlights standards the costs which you will be responsible for will include the installation and purchase of the new streetlight, replacement of any necessary landscaping, pavement and/or concrete and ITCC tax at a current rate of 34%. If you choose to install new streetlights that do not meet PG&E's standards, you may do so but PG&E will no longer own and maintain them.

If the existing streetlights are customer owned (rate schedule LS2 or LS3), you as the streetlight owner will be responsible for the cost to underground the streetlights. A portion of your streetlight undergrounding cost will include a share of the joint trenching costs (based on the conduit occupancy of the joint trench) and streetlight conduit installation costs should you choose to participate in the joint trench. When estimating begins we will provide you with an estimate of the approximate cost of this portion of your streetlight conversion costs for your budgeting purposes. You will also be responsible for any connection and removal costs associated with your customer owned streetlights. All of the provisions of customer owned streetlights also apply to traffic signals (rate schedule TC1) and outdoor lighting (rate schedule OL1).

Please note that the existing streetlights and supporting overhead electrical system cannot be removed prior to the new streetlights being installed and energized. If you are the streetlight owner or they are PG&E owned and you choose to perform the streetlight work yourself, then the new streetlights should be installed and ready to be energized prior to the completion of trenching. Streetlight standard leads times can be three to four months, so please coordinate your work to ensure the streetlights do not delay removal of the overhead system.

Please check the boxes below that represent how your community would like to proceed regarding streetlights.

- Streetlights will remain on existing wood poles.
- Install new galvanized steel streetlight poles at our expense.
- We choose to purchase and install our own new streetlights poles.
- We choose to participate in the joint trench installing our own streetlight conduit.
- We choose to participate in the joint trench, but would like PG&E to install our streetlight conduit.
- We choose not to participate in the joint trench, and instead will do our own trenching for streetlights.
- The current streetlights are in conflict with our road improvements and we would like PG&E to replace them on a one-for-one basis.

NOTE: LS1 = Owned & maintained by PG&E; LS2 = Customer owned & maintained or PG&E maintained; LS3 = Customer owned metered; OL1= Outdoor lighting private property; TC1 = Government owned metered traffic signals or signal lighting systems.

I request PG&E to proceed with the design of this project based on the above marked choices and understand I will have a chance to review the estimate prior to agreeing on any associated cost. If applicable, contracts will be executed based on the above decisions and associated cost.

City/County of: _____	PACIFIC GAS AND ELECTRIC COMPANY
By: _____ Applicant	By: _____
_____ (Print or Type Name)	_____ (Print or Type Name)
_____ Title:	_____ Title:

Mailing Address:
City/County of:

Date: _____

Project Description: _____