

PACIFIC GAS AND ELECTRIC COMPANY
PG&E Ref. DRU13980-Case-Electric Undergrounding Expediting Program-Senate
Bill (SB) 884
Data Request OEIS
Requester Event Ref. No.
Requester DR No. Energy Safety-DR-EUP-24-07 NMH

Requester: Ralff Douglas, Kristin
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Response Date: July 22, 2024

Question No. 001:

Does all electrical infrastructure that is shared with a communications company in PG&E's distribution system have an associated Joint Use Agreement or lease?

- a) What percentage of the distribution system mileage is shared with a communications company?
- b) What percentage of the shared distribution system mileage has an associated Joint Use Agreement or lease with PG&E and a communications company?
- c) What percentage of the shared distribution system mileage has an associated Joint Use Agreement or lease with a third party and a communications company?

Response to Question No. 001 Response No. 001:

PG&E interprets "electrical infrastructure" to mean utility poles and answers accordingly.

Generally, yes. Where PG&E "shares" a pole with a communication company, there will be either an agreement or an Overhead License Agreement in place. There are typically two types of scenarios:

1. First, PG&E can share ownership of a pole with a communications company (typically AT&T) under the Northern California Joint Pole Agreement (NCJPA). In this situation, PG&E and the joint owner jointly own a pole, and we share the space for our equipment (i.e., the communication company owns the communication zone, and we own the electric zone; common areas are shared). Please note that in these cases, our co-owners often lease or license their space on the pole to other tenants/licensees, such as other communications companies, and we do not have a direct agreement with such tenants/licensees (the agreement would be between our co-owner and the tenant/licensee). The second scenario involves our solely owned poles where we own the entirety of the poles. In this scenario, we might license space on the pole to a communications company via an Overhead License Agreement.

Note, there are instances where communications companies have attached unauthorized attachments to utility poles. In those cases, our poles may bear communication facilities without the communication companies having obtained an agreement to do so.

Mileage differs between poles and so PG&E cannot answer these questions for a percentage of distribution system *mileage*. Instead, we answer based on number or percentage of electrical distribution poles.

a-b) Of PG&E's ~3 million distribution poles, approximately 45% are shared with a communications company and thus are either subject to an NCJPA with AT&T or are solely owned by PG&E but with a lease to a communications company. All (100%) of these shared poles have either an NCJPA or a lease/overhead license agreement in place.

c) We do not currently have this information. PG&E is not a part of the agreements or leases that co-owners have with third parties.

Question No. 002:

Does PG&E have one Joint Use Agreement per communications company with which it shares infrastructure, or are there multiple agreements per company, and one per each area that is shared?

Response to Question No. 002 Response No. 001:

The answer depends on the communication company. For some companies that license our facilities, we have multiple Overhead License Agreements, each covering a different region. For others that license our facilities, we have only one Overhead License Agreement. For others that jointly own our facilities, we use the NCJPA.

Question No. 003:

What are some examples of scenarios where PG&E would have a communication company's equipment on its electrical infrastructure, but the communications company would have a Joint Use Agreement or lease with another entity?

Response to Question No. 003 Response No. 001:

Generally, this situation is more likely to arise where PG&E jointly owns a pole with a co-owner (such as AT&T or Frontier) under the NCJPA, and the co-owner leases or licenses a part of the communication zone on the pole to other communication companies. PG&E is not a party to such third-party leases or licenses.

Question No. 004:

Does all electrical infrastructure that is shared with a communications company in PG&E's distribution system share maintenance costs? Does PG&E receive rent for all such shared electrical infrastructure?

Response to Question No. 004 Response No. 001:

For jointly owned poles, the joint owners share some pole maintenance costs as outlined by the NCJPA. The NCJPA uses the combined "weighed average" of all member costs to determine cost sharing. Communication companies generally have a lower cost structure than electric utilities, which reduces overall recovery value to electric utilities when they perform the work. PG&E performs most work on jointly owned poles in our service area collecting less than the actual cost of construction.

For solely owned poles, PG&E is typically responsible for pole maintenance (though the licensee is responsible for maintaining its own attachments). However, the Overhead License Agreement between PG&E and the communications company includes a license fee as allowed in CPUC D.98-10-058.

Question No. 005:

Please provide PG&E's procedure for dealing with the following scenario:

PG&E and a communications company share the use of distribution poles. The Joint Use Agreement states that PG&E will own the poles, and that the communications company will pay rent to PG&E for the use of the poles and their portion of the maintenance costs. PG&E decides to remove the distribution line from service.

- a) Is it part of PG&E's normal practices and procedures to top the pole? (i.e., remove the portion of the pole above the fiber optics?)
- b) Does PG&E continue to own the poles and maintain the agreement denoted in the Joint Use Agreement?
- c) Is there any scenario in which the poles and other equipment would be sold to the communications company? Please describe the scenario/s in which this would occur.

Response to Question No. 005 Response No. 001:

- a) For jointly owned poles, PG&E generally may relinquish ownership of a pole under the NCJPA and would typically top the pole upon removing our facilities.

For solely owned poles, our Overhead License Agreements allow us to discontinue use of our poles. The terms of those agreements govern such discontinuances. Generally, upon a discontinuance, we may propose that the licensee transfer its facilities to alternative facilities (such as an underground trench) or that the licensee purchase the discontinued pole. If the licensee does not purchase the pole, the pole would be removed by PG&E. If the pole were purchased by the licensee, PG&E and the licensee would need to agree whether the pole would be topped and how such cost would be allocated.

- b) PG&E is unsure what "maintain the agreement denoted in the Joint Use Agreement" means in this context. As set forth above, for jointly owned poles, PG&E would relinquish its ownership interest under the NCJPA. For solely owned poles, PG&E would exercise its right to discontinue use of the pole.
- c) Yes. As described above, for jointly owned poles, PG&E may relinquish its interest in poles to the other joint owners. For solely owned poles, PG&E may offer a communications company the option to purchase the pole as set forth in the Overhead License Agreements.

Question No. 006:

Does PG&E serve as the sole pole owner for all the utility poles in their service territory or are there poles that PG&E jointly owns with communication providers or other entities?

If there is joint ownership of PG&E utility poles:

- a) What other entities act as joint owners in PG&E's service territory?
- b) Can PG&E identify which poles are jointly owned by which entities?
If PG&E can identify which poles are owned by the communication providers, can PG&E also identify which poles have communication equipment? If not, why not?

Response to Question No. 006 Response No. 001:

As described above, PG&E does not serve as the sole owner of all utility poles in our service territory.

- a) Poles in PG&E's territory can be jointly owned by PG&E with entities such as AT&T, Frontier, as well as municipalities such as Modesto Irrigation District, Merced Irrigation, City of Redding, City of Palo Alto, SMUD.
- b) As to the first question in sub-part b., PG&E could identify which poles are jointly owned by entities who are NCJPA members. However, we do not have record of the following two instances:
 1. Names of the entities the joint owner may license out their surplus communications space.
 2. Joint pole owners who are non-NCJPA members.This identification would be a highly time consuming, burdensome analysis.

As to the second question in sub-part b., we are not aware of poles that are solely owned by communication providers, and we understand the question to be asking about poles that are jointly owned with communication providers. With that understanding, we have the pole loading information for jointly owned poles at the time the poles were replaced or installed. We do not have any equipment information for poles where our co-owners license or lease space to other communication companies.

Question No. 007:

For all the questions above, identify any relevant CPUC decisions, general orders or similar documents, provide references and links.

Response to Question No. 007 Response No. 001:

Generally, PG&E believes that relevant CPUC decisions, general orders, or similar documents could include:

- [October 22, 1998, Right of Way Decision, D.98-10-058](#)
- [Order Instituting Investigation into the Creation of a Shared Database or Statewide Census of Utility Poles and Conduit in California, Investigation 17-06-027, Rulemaking 17-06-028](#)
 - [October 27, 2022, One Touch Make Ready Decision, D. 22-10-025, and associated filings](#)
 - [October 21, 2021, Track 2 Decision Adding Attachment Data to Pole Owner Databases Ordered in D. 20-07-004 and associated filings/rulings](#)
- [General Order 95](#)
- [General Order 165](#)