



**OFFICE OF ENERGY INFRASTRUCTURE SAFETY**

715 P Street, 20th Floor | Sacramento, CA 95814

916 902-6000 | [www.energysafety.ca.gov](http://www.energysafety.ca.gov)

Caroline Thomas Jacobs, Director

**TRANSMITTED VIA ELECTRONIC MAIL**

**DATA REQUEST**

**Request Date:** July 11, 2024

**Response Due:** July 22, 2024

**To:** Dan Blair  
D7BD@pge.com  
Regulatory Relations Advocacy Manager  
Pacific Gas and Electric (PG&E)  
300 Lakeside Drive, Oakland, CA 94612

Wade Greenacre  
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Regulatory Relations Advocacy Director  
Pacific Gas and Electric (PG&E)  
300 Lakeside Drive, Oakland, CA 94612

**Originator:** Kristin Ralff Douglas  
[Kristin.RalffDouglas@energysafety.ca.gov](mailto:Kristin.RalffDouglas@energysafety.ca.gov)

**Data Request Number:** Energy Safety-DR-EUP-24-07 NMH

**Subject:** Undergrounding Communications



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## **INSTRUCTIONS**

- a. Provide all information in your possession, custody, or control, or the possession, custody, and/or control of your affiliates or agents, that is responsive to these data requests by the due date identified above.
- b. Responses and documents may be produced and served electronically, but they shall be fully machine-readable and searchable.
- c. If you have any questions about the meaning or scope of the data requests herein, direct such questions to the Energy Safety staff identified as the “Originator” of this request at your earliest opportunity.
  1. Lack of clarity on meaning or scope of requests, without prior request for clarification from the “Originator,” will not be a permissible reason for incomplete responses and will be regarded as non-compliance with the request.
- d. Identify the personnel (employees, consultants, agents, etc.) who provided information responsive to each of the data requests below. As used in this context herein, “identify” means to provide the full name, business address, and title of each employee, consultant, or agent who provided such information.
- e. If you do not know the exact answer to any of the requests below, please so indicate and provide your best estimate.
- f. Provide data in its original format (i.e., PDF, Excel, GIS shapefile, etc.), unless otherwise specified in the request.
- g. Send your response to Kristin Ralff Douglas ([Kristin.RalffDouglas@energysafety.ca.gov](mailto:Kristin.RalffDouglas@energysafety.ca.gov)), and include a copy to:  
  
[Simone.Brant@energysafety.ca.gov](mailto:Simone.Brant@energysafety.ca.gov)  
[Jeanne.Mckinney@energysafety.ca.gov](mailto:Jeanne.Mckinney@energysafety.ca.gov)  
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- h. E-file a copy of the response on the Electrical Undergrounding Docket #2023-UPs.



## **REQUEST**

**Q01.** 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?

**Q02.** 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?

**Q03.** 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?

**Q04.** 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?

**Q05.** 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.



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**Q06.** 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?

**Q07.** For all the questions above, identify any relevant CPUC decisions, general orders or similar documents, provide references and links.

**END OF REQUEST**