

**BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF CALIFORNIA**

Application of Crown Castle NG West LLC  
(U-6745-C), pursuant to Decision 98-10-058  
for Arbitration of Dispute over Denial by  
Pacific Gas and Electric Company (U-39-E) of  
Access to Utility Support Structures.

Application 18-10-004  
(Filed: October 10, 2018)

**PACIFIC GAS AND ELECTRIC COMPANY'S  
(U 39 E) REPLY COMMENTS TO THE PROPOSED  
DECISION AFFIRMING FINAL ARBITRATOR'S  
REPORT**

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Pursuant to Rule 14.3(d) of the California Public Utilities Commission's (CPUC or Commission) Rules of Practice and Procedure, Pacific Gas and Electric Company submits the following reply comments on the Proposed Decision Affirming Final Arbitrator's Report and Order that Parties Adopt Revised License Agreement dated September 9, 2019.

**I. The Final Arbitrator's Report Properly Rejected Crown Castle's Claim That The ROW Decision Required PG&E To Sell An Undivided Ownership Interest In Poles.**

The Final Arbitrator's Report properly rejected the argument raised in the Opening Comments of Crown Castle Fiber LLC (Crown Castle) that the ROW Decision obligates an incumbent utility to sell space on its poles to a CLC.<sup>1</sup> As the arbitrator noted, it is not appropriate to create rights and obligations with regard to pole ownership that were not addressed by the Commission in D. 98-10-58.<sup>2</sup> Finding of Fact No. 8 of the Proposed Decision properly recognizes that PG&E's License Agreement complies with the ROW Decision's non-discriminatory access requirements. Crown Castle has failed to show error in the finding that leased access to poles does not meet the objectives of non-discriminatory access under the ROW Decision.

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<sup>1</sup> Final Arbitrator' Report, pp. 10-11.

<sup>2</sup> Final Arbitrator's Report, fn. 33.

## **II. The Commission Should Reject Crown Castle's Proposal To Eliminate The Lease Provision Requiring Telephonic Notice of Routine Maintenance And Repair.**

Crown Castle requests that the Revised License Agreement eliminate a notice requirement in Section 4.5 of PG&E's Standard License Agreement that the licensee provide forty-eight (48) hour telephonic notice to PG&E prior to performing routine maintenance and repair on its attachments.<sup>3</sup> Such telephonic notification by licensees for routine maintenance and repair is a longstanding practice in PG&E's management of third party attachments. Providing telephonic notice 48-hour prior to the licensee working on the pole ensures proper utility coordination. It provides an administrative control for PG&E to identify the specific locations where its licensees have planned work. Such telephonic notice avoids potential scheduling conflicts that may otherwise arise should PG&E's own crews or other permittees have planned work activity at the same pole location.<sup>4</sup> By ensuring crews from different companies are not planning to work concurrently at the same job location, this telephone notice requirements promotes general worker safety and results in efficiency gains in executing planned work. It also affords the opportunity for PG&E to identify any planned outages at specific work location(s) which could potentially interfere with the licensee's work activity, such as equipment testing.

Moreover, Crown Castle fails to establish any administrative burden with complying with the 48-hour telephonic notice requirement. A phone call to PG&E's designated representative to identify the pole location(s) of the planned maintenance or repair activity requires minimal staff time.

Crown Castle has overstated the scope of the 48-hour telephonic notice requirement. According to Crown Castle, this telephonic notice requirement will "negatively impact the reliability of Crown Castle's service, prevent the company from meeting service level commitments in its contracts (many of which require immediate repair) and generally reduce the

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<sup>3</sup> Section 4.5 of PG&E's Standard License Agreement provides, in relevant part, "Permittee shall notify the Company forty-eight (48) hours in advance by calling the Company's designated representative before any routine repair or maintenance of its facilities is performed on the Company Facilities when an electric service shutdown is not required."

<sup>4</sup> Section 4.4 of the License Agreement expressly recognizes that PG&E has priority of access to the electric facilities on the pole and the licensee must not interfere or delay other work scheduled by PG&E. Attachment 1 of Proposed Decision, p.8.

quality of service it provides to its customers.”<sup>5</sup> This assertion misconstrues routine maintenance and repair, which is planned work activity, with service restoration. Service Restoration is qualitatively different than “routine” maintenance and repair and is treated differently in PG&E’s License Agreement. Specifically, service restoration by the licensee is governed by Section 7.7 which provides that PG&E shall permit the licensee to make repairs to restore its attachments, so long as such restoration work does not interfere with PG&E’s own electric restoration efforts:

7.7 RESTORATION OF SERVICE In the case of any incident whereby both the Company’s electrical service capacity and Permittee’s telecommunications capacity are adversely affected, restoration of Permittee’s Attachments and /or Permittee’s capacity shall at all times be subordinate to restoration of the Company’s electrical service capacity, unless otherwise agreed in advance by both Parties. Nonetheless, the Company shall permit Permittee to make repairs to restore its Attachments and/or its capacity, as long as such restoration efforts do not interfere with the Company’s restoration activities.

(emphasis added).<sup>6</sup>

The parties recognized that service restoration would be treated as a priority, and therefore subject to different procedures than routine, planned work. The mutual agreement of the parties relating to service restoration is memorialized in Section 7.7 and affords Crown Castle with access to restore service to meet its service level commitments. Thus, Crown Castle has improperly conflated the provision for telephonic notice for routine maintenance and repairs with service restoration work, which is addressed by an entirely different provision in the License Agreement with different procedures. There is no support for Crown Castle’s argument that providing telephonic notice for routine maintenance and repair will impair its service restoration.

### **III. Conclusion.**

Crown Castle has failed to meet its burden to modify the Revised License Agreement by eliminating the provision in Section 4.5 for telephonic notice to PG&E for routine maintenance and repairs. Telephonic notice for planned work activity is good utility practice and promotes work safety by avoiding potential scheduling conflicts by different companies working at the

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<sup>5</sup> Crown Castle’s Opening Comments, p. 3.

<sup>6</sup> See Attachment 1 of the Proposed Decision, at p. 18.

