BEFORE THE OFFICE OF ENERGY INFRASTRUCTURE SAFETY
OF THE STATE OF CALIFORNIA

In the Matter of: Pacific Gas & Electric's ("PG&E's") 10-Year Electrical Undergrounding Plan	Docket No. EUP-PGE (Submitted September 30, 2026)

OPENING COMMENTS OF PACIFIC BELL TELEPHONE COMPANY D/B/A AT&T CALIFORNIA ON PACIFIC GAS AND ELECTRIC COMPANY'S ("PG&E'S") 10-YEAR ELECTRICAL UNDERGROUNDING PLAN

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Pacific Bell Telephone Company d/b/a AT&T California ("AT&T") respectfully submits these opening comments in response to Pacific Gas and Electric Company's ("PG&E's") 10-Year Electrical Undergrounding Plan.[1]

I. INTRODUCTION

AT&T supports the goals of Senate Bill ("SB") 884. As PG&E moves forward with implementation, however, its proposal leaves unresolved how it will treat the communications infrastructure that shares its poles. PG&E proposes to remove roughly 4,000 miles of overhead lines, many of which are supported by poles that also carry communications facilities, including that owned by AT&T.[2] PG&E's 10-Year Electrical Undergrounding Plan ("EUP") does not explain what will happen to those poles, the communications facilities attached to them, or the customers who rely on those facilities.

Under Public Utilities Code section 8388.5(d)(2), the Office of Energy Infrastructure Safety ("OEIS") may approve a 10-year undergrounding plan only if the submitting electrical corporation demonstrates that the plan will substantially increase electrical reliability by reducing the use of public safety power shutoffs, enhanced powerline safety settings, de-energization events, and other outage programs, and will substantially reduce the risk of wildfire.[3] Before approving a plan, OEIS may require the electrical corporation to modify it.[4] OEIS's 10-Year Electrical Undergrounding Plan Guidelines implement that standard and direct OEIS to consider, among other things, whether the plan is supported by risk profiles, modeling,

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[1] Pacific Gas and Electric Company, *PG&E 10-Year (2028-2037) Electrical Undergrounding Plan*, Volumes 1-2, Docket No. EUP-PGE, (Sept. 30, 2026) ("EUP").

[2] EUP, Vol. 2, p. 452.

[3] Pub. Util. Code § 8388.5(d)(2); see Stats. 2022, ch. 819 (SB 884) (approved Sept. 29, 2022).

[4] Pub. Util. Code § 8388.5(d)(2).

and data; whether the Project Acceptance Framework is feasible and effective; whether the objectives and targets are adequate to track progress and compliance; and whether the approach to activities that continue for the life of the plan is feasible and effective.[5] OEIS may rely on public and stakeholder comments in making that evaluation.[6]

A Project Acceptance Framework that fails to account for the communications facilities attached to the poles PG&E plans to remove cannot satisfy that standard. The framework determines which segments are feasible, what mitigation measures are selected, how much each project will cost, and when each project will be built. If the framework does not consider whether a pole is shared, then its feasibility, cost, and schedule determinations are all based on an incomplete, or even incorrect, understanding of the work required.

The scale of PG&E's proposal makes this omission significant. PG&E proposes to install approximately 5,000 miles of underground line across 38 counties in California between 2028 and 2037.[7] The proposal carries an estimated present-value capital cost of approximately $11.4 billion.[8] PG&E also describes the portfolio as preliminary: only 28 projects in Portfolio 0 have passed Screen 3, compared with a forecast of 360 projects expected to move through Screens 3 and 4.[9] In other words, more than 90 percent of the forecast projects have not yet been scoped, and the treatment of the poles they affect remains undetermined. That is even more

[5] Office of Energy Infrastructure Safety ("OEIS"), *10-Year Electrical Undergrounding Plan Guidelines* § 3.3(b)–(e), (g) (Feb. 20, 2025) ("Guidelines").

[6] Guidelines, § 3.3.

[7] EUP, Vol. 1, Table 1-1, pp. 5–6; OEIS, *PG&E Electrical Undergrounding Plan Public Workshop* presentation, slides 17–18 (Oct. 15, 2026) ("Workshop Presentation").

[8] EUP, Vol. 1, p. 3 n.3.

[9] *Id*., Vol. 1, pp. 8–9, Ch. 3, Table 2-13.

reason to refine the framework now, while the portfolio is still taking shape, rather than addressing these issues project by project after construction drawings are finalized.

AT&T therefore asks OEIS to issue a Modification Notice, or to condition any approval on requiring PG&E to take five steps:

1. identify communications facilities and joint poles during Screen 3;
2. prepare a pole disposition plan for each project;
3. adopt a formal notice and coordination process with communications providers;
4. include foreseeable third-party costs in its comparative analysis of undergrounding and alternatives; and
5. report coordination status in each Progress Report.

OEIS has clear authority to require these changes. The Guidelines establish the Modification Notice as the instrument that effectuates section 8388.5(d)(2),[10] and they identify grounds that fit this record: a submission that does not meet the section 3.3 criteria; an insufficient explanation of the common values, assumptions, and metrics used to compare alternative mitigations; and a failure to describe an effective approach to a required plan element.[11]

AT&T's comments address the information in the EUP. Although OEIS does not approve costs, which the California Public Utilities Commission ("Commission") reviews,[12] AT&T raises cost issues here because they bear on whether PG&E's comparison of undergrounding and alternatives is complete and accurate under section 8388.5(c)(4) and (c)(6), which is squarely within OEIS's review. AT&T does not ask OEIS to determine ultimate cost responsibility or cost allocation. Rather, it asks OEIS to require PG&E to identify and account for reasonably

[10] Guidelines § 3.5.

[11] *Id*. § 3.5.1(a), (e), (i).

[12] *Id*. § 3.3 n.13.

foreseeable third-party costs in the comparison of undergrounding with alternative mitigations. This appropriate recognition of third-party costs for purposes of comparative analysis is not the same as a determination regarding which party ultimately bears those costs.

The changes AT&T requests are informational and procedural, and they protect the program's own schedule and risk-reduction benefits. The procedural and informational measures requested by AT&T do not prescribe how many miles PG&E ultimately should underground, nor do they require PG&E to reduce its undergrounding target; rather, they merely ensure that PG&E's project evaluation rests on complete and appropriate information.

II. DISCUSSION

A. PG&E's Project Acceptance Framework Does Not Account for Communications Facilities on Shared Poles.

Electric undergrounding does not happen in a vacuum. Many of the poles that carry PG&E's distribution lines also carry communications facilities. Those facilities serve homes, businesses, public safety agencies, cities, and counties in the same communities the EUP is meant to protect. When PG&E removes its conductor from a pole, the communications attachments do not disappear.

The EUP reviews PG&E's own facilities in detail. It addresses wildfire risk, electric outages, constructability, permitting, and cost. It describes procedures for the electric system, project feasibility, underground route selection, alternatives, and even existing underground utilities such as water, natural gas, and drainage.[13] It does not give comparable treatment to communications providers and other third-party attachers on the affected poles or along the construction routes.

[13] EUP, Vol. 1, pp. 123–144, 165–168.

PG&E's Project Prioritization and Decision Tree illustrates the point. The decision tree sets out how PG&E selects projects and mitigations.[14] No branch of that tree depicts communications or other third-party attachments, and no node resolves what happens to a shared pole.

The Screen 3 High-Level Feasibility Review confirms the gap. Screen 3 asks whether a segment has transmission underbuild or a transmission guest position, and PG&E adjusts scope accordingly by excluding the segment or flagging it for possible exclusion.[15] PG&E thus already recognizes that shared use of a structure by another system changes project scope. It applies that recognition only to its own transmission lines. Screen 3 asks no comparable question about communications attachments or joint pole ownership, even though both affect whether a pole can be removed at all. The omission is not a data gap. PG&E's own support-structure failure model already uses pole attachment count as an input variable, and PG&E maintains a pole loading database that feeds its wildfire risk model. PG&E has the information, yet its framework simply does not use it to decide whether a pole can be removed.

The consequences are operational, not theoretical. Communications facilities can affect the underground route PG&E selects, the timing of pole removal where equipment must remain in place, the sequencing of construction, site access, and the total cost of the project.
A framework that estimates feasibility and cost without that information will produce estimates that change once the work begins, thus slowing down the process.

OEIS should require PG&E to identify communications facilities and joint poles during Screen 3 scoping and to consider them in the feasibility and alternatives analysis before a project

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[14] *Id*., Vol. 2, Attach. B, WP003, pp. 508-509.

[15] *Id*., Vol. 1, pp. 128–130, Figure 3-5; *Id*., Vol. 2, pp. 508-509.

advances to Screen 4 prioritization. This is a modest extension of what the Guidelines already require. Section 2.4.4.1(d) requires PG&E to explain how easements, permits, and California Environmental Quality Act review are accounted for in its scope, cost, extent, and risk-reduction assumptions.[16] PG&E treats those items as long-lead items that drive project schedules.[17] Third-party attachments raise the same constructability and schedule issues and warrant the same treatment. PG&E should update this information in each Progress Report, as discussed in Section II.J.[18]

B. PG&E Needs to Clearly Explain What Will Happen to the Poles That Will Continue to Support Communications Facilities.

PG&E describes the end of construction in a single sentence: service converts to the new underground lines, and "the deenergized overhead assets are removed."[19] That sentence assumes the pole has no other purpose. On a shared pole, that assumption is wrong. The pole continues to carry communications facilities that provide service to those communities.

When an attacher still needs the pole, at least four outcomes are possible. The pole stays in place carrying a communications line. The pole is transferred to another owner. The pole is replaced with a communications-only pole. Or the pole is removed after the communications facilities are relocated. The EUP does not say which outcome it assumes. It does not resolve ownership, maintenance, inspection, replacement, liability, or cost responsibility for a pole that remains standing to support communications providers' facilities.

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[16] Guidelines § 2.4.4.1(d).

[17] EUP, Vol. 1, pp. 122–123.

[18] *See also* Pub. Util. Code § 8388.5(f)(1).

[19] EUP, Vol. 1, p. 167, lines 19–22.

PG&E's own data plan confirms that the record will not answer these questions in time. PG&E states that post-mitigation support structure asset data will not be available for a subproject until the subproject has been fully mapped in the geographic information system of record.[20] Under that approach, OEIS and affected providers learn which poles remain only after the fact. That is too late to inform feasibility, cost, or schedule.

At OEIS's October 15, 2026 public workshop, a pre-submitted question asked what happens to poles that still carry communications equipment when PG&E moves its lines underground, whether those poles will remain, and who will own and maintain them.[21] The question was posed publicly and remains unanswered in the plan itself.

The Guidelines supply the model for the fix. Core Capability 5 requires, for projects with multiple mitigations or subprojects, an equipment assessment identifying what equipment on the existing circuit segment will be removed, replaced, or refurbished, and when.[22] A pole disposition plan applies that same discipline to shared poles. PG&E is already doing the analysis for its own equipment. The request is that it extend the analysis to the structure the equipment sits on.

OEIS should require a pole disposition plan for each project that identifies, at a minimum:

1. which poles PG&E plans to remove, by pole tag and identification number;
2. which poles will remain in place to support communications facilities;
3. the current owner of each pole;
4. the future owner of each pole;
5. who will inspect, maintain, repair, replace, and eventually remove the pole;

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[20] *Id*., Vol. 1, pp. 259–260.

[21] Workshop Presentation, slide 47 (Oct. 15, 2026).

[22] Guidelines § 2.7.5; see EUP, Vol. 1, Ch. 7 § G.5.c, p. 319 (PG&E response).

6. whether removing PG&E's conductors, crossarms, guys, anchors, transformers, or other equipment will change the loading, balance, or structural support of the pole or pole line, and whether a post-removal loading or safety assessment is required;
7. whether PG&E will remove down guys, anchors, transformers, or intersecting electric lines that currently affect or support the pole;
8. whether existing easements or rights-of-way are affected if PG&E leaves the pole in place;
9. who will be responsible for tree trimming and vegetation management;
10. whether PG&E has reached agreement with the affected communications provider on disposition; and
11. whether PG&E's cost and benefit estimate assumes the pole will be removed.

PG&E should not treat a project as ready for construction while pole status questions remain open. The Guidelines identify "Project Ready for Construction" [23] as a reportable project phase. PG&E should not classify a project as ready for construction while material shared pole ownership, abandonment, permit, structural, land rights, or construction sequencing issues remain unresolved. Any unresolved issues should be identified as a project dependency, with its potential schedule effect and documented resolution plan.

Five of these items warrant elaboration. First, PG&E should identify loading and support changes early, using the pole loading data it already maintains, and tell the affected attachers whether remediation is needed, confirm who performs it, and when.

Second, PG&E should explain what happens to existing easement and right-of-way rights when it removes its facilities or gives up an ownership interest in a pole. PG&E acknowledges that its existing land rights for overhead lines often do not grant rights for underground assets and that new or expanded land rights are required.[24] The converse follows. The plan should not assume that a joint pole owner automatically retains the land rights it needs when PG&E departs.

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[23] *Id*., App. A ("Undergrounding Support Work").

[24] EUP, Vol. 1, p. 167.

Land rights should be resolved before PG&E removes or transfers a pole. The same requirement should apply to permits. Before PG&E transfers or abandons an interest in a shared pole, PG&E should identify any permit held in PG&E's name and determine whether the permit may be transferred or whether the remaining pole owners must obtain a replacement permit. PG&E should not complete the transfer until the necessary permit arrangements are in place or the affected pole owners have agreed to another lawful process.

Third, if attachers initially remain overhead and later underground or remove their facilities, there should be a clear understanding of who is responsible for removing the remaining pole and who bears the associated costs.

Fourth, the plan should address vegetation management. PG&E notes that overhead lines require vegetation clearance that must be maintained over the life of the overhead assets,[25] and it claims about $1.5 million per mile, or about $6.0 billion in total, in avoided operations and maintenance costs from undergrounding, including vegetation management.[26] If poles remain for communications facilities, PG&E should identify what inspection, vegetation, emergency response, maintenance, or replacement work, if any, will continue to be necessary, who will perform that work, and whether PG&E's claimed savings assume that it will end.

Fifth, pole disposition must follow the agreements that already govern shared poles. Where PG&E removes its electric facilities and gives up its ownership interest in a jointly used pole, PG&E should treat that action as an abandonment under the applicable agreement, provide the required notice, and offer its ownership interest to the remaining pole users before treating the pole as removed or transferring responsibility. PG&E's pole disposition plans should

[25] *Id*., Vol. 1, pp. 170–171.

[26] *Id*., Vol. 1, p. 4.

follow all applicable notice, abandonment, ownership-transfer, attachment-transfer, cost, permit, and industry ticketing requirements. OEIS approval of the EUP should not modify, supersede, or resolve rights or responsibilities under those agreements, and AT&T reserves all of its contractual rights under those agreements.

C. PG&E Needs to Address Safety and Liability When It Leaves or Transfers a Pole.

Work on a shared pole can damage the facilities of other attachers. Before removing its equipment or transferring an ownership interest, PG&E should inspect and document the condition of the pole. A contemporaneous record protects everyone, including PG&E, by establishing the condition of the structure at the moment responsibility changes hands.

If the work reveals a damaged, defective, or unsafe pole, there should be a defined process for deciding who will repair or replace it and who will pay. PG&E should not transfer a defective or unsafe pole without first identifying the condition and responsibility for correcting it. In addition, removing PG&E conductors, crossarms, guys, anchors, transformers, or intersecting electric facilities may change the loading, balance, or structural support of an individual pole or pole line. Those changes could cause shifting, leaning, or other unsafe conditions for communications provider employees, contractors, and the public. PG&E should therefore perform and document a post-removal loading, balance and structural-safety assessment before transferring a pole or treating its work on a pole line as complete. If the assessment identifies damage, a defect, or another unsafe condition caused or revealed by PG&E's work, PG&E should promptly notify the remaining pole users and resolve the required corrective work before completing the transfer or abandonment. The affected parties should determine whether PG&E will perform the work or whether a remaining owner will perform it with appropriate reimbursement, consistent with the governing agreements. This is a safety issue, not a commercial one. The Commission's General Order 95 governs the construction and

maintenance of overhead lines in California, and compliance depends on knowing who is responsible for each structure.[27] When responsibility for a shared structure is ambiguous, the ambiguity itself is a safety risk. A 10-year program that will change the ownership or configuration of thousands of shared poles should resolve that responsibility in advance.

D. Communications Providers Should Not Be Forced to Underground Automatically.

PG&E's decision to underground its own facilities should not automatically require any attachers to do the same. The two decisions involve different assets, different economics, and different risk profiles.

The EUP's own analysis makes that clear. PG&E's Wildfire Distribution Risk Model measures ignition likelihood and consequence on PG&E's electric distribution circuit segments, and the EUP measures benefits as Overall Utility Risk, defined as PG&E ignition risk plus outage program risk from public safety power shutoffs and enhanced powerline safety settings.[28] PG&E's mitigation effectiveness values are likewise defined by PG&E electric outage and ignition drivers.[29] The risk model and the claimed benefits rest entirely on PG&E's electric facilities. Nothing in the EUP's risk analysis attributes any ignition risk reduction to moving communications lines underground. A requirement that communications providers underground alongside PG&E would therefore add cost and disruption without adding the risk reduction the plan is designed to achieve.

Because communications facilities will often remain overhead after PG&E departs, the pole disposition plan (Section II.B) and the cost comparison (Section II.I) must account for that outcome.

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[27] CPUC General Order 95 (rules for overhead electric line construction).

[28] EUP, Vol. 1, Ch. 7, pp. 10, 266–267, Figure 7-1; Workshop Presentation, slides 18–19.

[29] *Id*., Vol. 2, Table PCS-6.

The risk is greatest in fire rebuild areas, which is where PG&E proposes to start. PG&E prioritizes Fire Rebuild Projects ahead of all other segments regardless of risk rank.[30] PG&E also states that it may file a petition for modification to expand the Commission's High Fire-Threat District map, which "would potentially allow other Undergrounding Projects to be included in the EUP."[31] The footprint of the program, and the number of communities exposed to this pressure, may therefore grow over the plan period.

Fire rebuild areas also present a coordination problem of their own, with ramifications that further complicate the EUP. In many of these communities, communications providers need to rebuild their facilities immediately after a fire to serve customers, well before PG&E decides when and/or where they will build new facilities underground. If PG&E does not have a plan in place to make undergrounding decisions early or fails to communicate those plans to attachers, providers may rebuild overhead on poles that PG&E intends to treat as temporary and remove shortly afterward, wasting resources and prolonging disruption in communities that have already been through a disaster. PG&E should be required to decide promptly and communicate with other pole users about where it intends to rebuild its permanent network underground. At a minimum, PG&E should provide affected pole users with preliminary notice as soon as it identifies an area in which permanent electric undergrounding is being considered. The notice should distinguish preliminary planning from a final construction decision and should be updated promptly as the rebuild route, scope, and schedule becomes more certain.

The same concern applies to local mandates. Cities and counties may view the EUP as an opportunity to adopt undergrounding districts that would require communications facilities to

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[30] *Id*., Vol. 1, pp. 149–150; Workshop Presentation, slide 29.

[31] *Id*., Vol. 1, pp. 91–92; see also pp. 102–103.

follow PG&E underground. OEIS should make clear that approval of the EUP does not create any obligation for attachers to underground their facilities, and that existing tariff requirements (such as AT&T Tariff Rule 32), and other cost-allocation rules continue to govern any underground conversion of communications facilities.

OEIS should direct PG&E, in its communications with local governments and the public, not to represent that all overhead facilities or poles in a project area will be removed unless the affected attachers have agreed to underground and a funded implementation plan is in place. Attachers should be allowed to remain overhead where the law permits. This request preserves attachers' existing rights and options; it is not a statement about any provider's future network plans.

E. PG&E Needs an Early and Formal Coordination Process with Communications Providers.

PG&E says it engages "key agencies, cities, counties, tribes, individuals and other stakeholders early and often" on permitting and environmental issues, and that it shares permits with local jurisdictions.[32] The EUP establishes no comparable process for coordinating with the communications providers whose facilities sit on the poles PG&E plans to remove. PG&E also stresses that a stable, multi-year view of projects will improve its ability to coordinate with communities, counties, and customers and to sequence work alongside planned community projects.[33] Attachers are absent from that list.

The required coordination serves different purposes depending on the communications provider's planned disposition. If the provider intends to remain overhead, coordination should focus on pole retention, abandonment, ownership transfer, permits, access, structural support,

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[32] *Id*., Vol. 1, pp. 167, 175–176, 183.

[33] *Id*., Vol. 1, pp. 23–24.

maintenance, and continuity of service. If the provider voluntarily considers undergrounding, coordination should also address trench design, conduit availability, construction schedules, permits, network cutovers, and reasonable incremental costs. Nothing in this coordination process should be interpreted as requiring a communications provider to underground merely because PG&E has elected to underground their facilities.

Coordination has to begin before PG&E selects a final design. If a provider learns of a project only after PG&E has determined the underground path, the pole removal plan, the budget, and the schedule, engineering and construction conflicts cannot be resolved without delaying the project. Timing is not an obstacle. PG&E describes a typical project lifecycle of about four years, with one to two years of pre-construction, one year of construction, and one year of post-construction work.[34] Early notice is achievable within that cycle.

OEIS should require PG&E to provide notice to affected communications providers at the following points:

1. when a circuit segment enters Screen 3 scoping, preferably at least nine months before construction begins and in no case less than six months before construction begins, to allow sufficient time for engineering, field review, permitting, budgeting, procurement, and construction planning;
2. before PG&E selects the mitigation method and the underground route;
3. before the project is prioritized for construction;
4. when the route, scope, or pole removal plan changes; and
5. before PG&E issues final construction drawings.

Where a project's size, complexity, permitting requirements, material lead times, or number of affected poles reasonably requires more time, PG&E should provide notice earlier than nine months or work with the affected communications provider to establish a workable schedule.

[34] *Id*., Vol. 1, p. 165.

Each notice should contain the information a provider needs to act: available maps, pole numbers, preliminary routes, proposed pole removals, pole or support structures located where PG&E's electric facilities transition between overhead and underground construction ("transition poles") locations, trench and bore locations, conduit opportunities, expected construction dates, and a PG&E point of contact. A notice without this content starts the clock without enabling a response.

Volume makes batching essential. PG&E targets 250 underground miles in 2028, rising to 625 miles per year later in the plan period.[35] At that pace, thousands of shared poles could be affected each year. PG&E should send notifications in manageable groups rather than releasing large volumes of poles at once. PG&E and each provider should agree on a reasonable number of affected poles per notice, and the review period for each group should reflect the number of poles and the complexity of the work. The six-month minimum should apply to each manageable group of affected poles, rather than beginning when PG&E provides a larger project list that lacks enough detail for engineering review. Batching also reflects a practical constraint: PG&E's ramp-up will draw on the same pool of qualified construction crews, line workers, and engineering resources that communications providers need to perform transfers and relocations, so predictable, staged notice is necessary for both PG&E and attachers to keep projects on schedule.

Finally, PG&E should log unresolved coordination issues in its project records and report them through the Progress Report metrics proposed in Section II.J. Without that record, OEIS has no way to tell whether coordination is working.

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[35] *Id*., Vol. 2, Attach. B, WP002 (Target/Timeline Table); Workshop Presentation, slides 34–36.

Coordination also should include a way to resolve disagreements. OEIS should require PG&E to establish a defined escalation path with response deadlines for coordination issues that cannot be resolved at the project level, and to convene a standing working group with affected communications providers to address recurring program-wide issues. An unresolved coordination issue affecting a shared pole should prevent a project from being designated "Project Ready for Construction" until it is resolved or escalated.

F. PG&E Should Offer Meaningful Conduit and Joint Trench Opportunities.

PG&E will already be opening streets and digging trenches across 38 counties. While communications providers should not be required to participate in those undergrounding projects for the reasons addressed in section D above, in some areas, communications providers might voluntarily choose to join the utility undergrounding project and to install conduit in the same trench. Coordinated construction reduces repeat excavation, road closures, and community disruption. PG&E itself identifies construction as the most community-impacting phase of a project, with traffic control in or adjacent to public roads.[36] Opening the same street twice imposes that burden twice.

Large-scale trenching and boring also increases the risk of damage to communications facilities that may already be underground in the project area. PG&E's construction will occur in and along public rights-of-way where communications providers may have existing buried cable and conduit. The EUP should make clear that PG&E and its contractors will comply strictly with California's excavation and damage prevention requirements, including Government Code section 4216 et seq., and PG&E should coordinate with providers on locate requests in volumes

[36] EUP, Vol. 1, p. 167.

and on schedules that reflect the scale of the program. Damage to existing communications facilities should be tracked and reported as discussed in Section II.J.

Where a communications provider voluntarily elects to participate, coordinated trenching may reduce duplicate excavation, road closures, traffic control, and surface restoration. PG&E should identify potential joint trench opportunities early enough for affected providers to evaluate them. Nothing in this request should be interpreted as requiring communications providers to underground or to share costs PG&E would incur for its electric undergrounding project.

Coordinated conduit placement is well-established policy, not a novel request. "Dig once" approaches at the federal and state level reduce the cost of broadband deployment by coordinating conduit placement with other excavation.[37] Federal broadband funding under the Infrastructure Investment and Jobs Act, including the Broadband Equity, Access, and Deployment program, is directed at unserved and underserved areas, many of which are rural, high fire-threat areas that overlap the EUP footprint.[38] Coordinated trenching could stretch both ratepayer and federal dollars across the same excavation.

A conduit offer is meaningful only if it comes with enough information and enough time. A short deadline issued after PG&E's design is complete forces either a rushed commitment or a lost opportunity. OEIS should require PG&E to provide, with any joint trench or conduit offer: preliminary and final trench paths; available space in the proposed conduits; proposed vault and handhole locations; construction and permitting schedules; project costs and any cost increases; and a reasonable period for engineering review and internal approval.

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[37] *See* Exec. Order No. 13616, *Accelerating Broadband Infrastructure Deployment*, 77 Fed. Reg. 36903 (June 14, 2012).

[38] Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (2021), div. F, tit. I.

The terms of voluntary participation also matter. Communications providers should not pay for costs PG&E would incur for its electric-only project, including base excavation, road restoration, traffic control, and the portion of permitting needed for PG&E's work. Any communications provider charge should be limited to reasonable and documented additional costs directly caused by the communications facilities, such as additional communications conduit, communications specific vaults or handholes, and provider specific design or construction work. Where a communications provider supplies its own conduit or materials, those contributions should be recognized in the calculation. PG&E should itemize the additional scope and explain how each proposed charge exceeds the cost of the electric-only project.

Any payment PG&E receives from communications providers should reduce EUP costs to ratepayers so that PG&E does not recover the same trench costs twice. That outcome is consistent with SB 884's direction that money received from nonratepayer sources be used to reduce the program's costs on ratepayers.[39] PG&E's nonratepayer funding plan currently addresses only grants and loans, reporting 39 applications with 26 approved, and PG&E defers its method for crediting customers to its Commission Phase 2 application.[40] OEIS should require PG&E to identify and separately account for communications provider contributions and the additional scope associated with voluntary joint trench participation. The Commission can then determine the final rate, recovery, crediting, and cost allocation treatment on a complete record during the subsequent cost phase.

G. PG&E Must Provide Usable Project and GIS Information.

A provider cannot coordinate on a project it cannot locate. Attachers need

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[39] Pub. Util. Code § 8388.5(j).

[40] EUP, Vol. 1, pp. 219–223.

project-specific geographic information system data to determine where PG&E's projects overlap their network. PG&E's confidential Attachment A-5 includes circuit segment, project, conductor, and asset GIS data, available after a party signs PG&E's nondisclosure agreement.[41] That is a useful starting point, but it is organized around PG&E's electric assets. The GIS data should also use sufficient geographic precision and consistent coordinate standards to allow affected providers to match PG&E's project features to their own pole and network records. PG&E should identify the coordinate system, positional accuracy, and any known limitations for each dataset.

As described, PG&E's GIS data may not identify the owner of each communications attachment, whether a pole is jointly owned, the location of communications cables and routes, whether communications facilities will remain overhead, whether a pole will be removed or transferred, whether a communications-only replacement pole is needed, or whether joint trench or conduit space will be available.

PG&E concedes further limits. Its pre-mitigation asset data relies on a 24-foot buffer that may capture assets on parallel or adjacent circuits, [42] and, as noted in Section II.B, its post-mitigation data will not identify poles until the work is done. Data that is over-inclusive before the work and unavailable until after it does not support coordination during the period when coordination matters.

OEIS should require PG&E to identify, where known:

1. pole identification numbers;
2. joint ownership or lease status;
3. any third-party attachments;

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[41] *Id*., Vol. 2, p. 487 (Tables C.16–C.21).

[42] *Id*., Vol. 1, pp. 257–260.

4. what PG&E equipment will be removed;
5. whether PG&E's work could change pole loading or support;
6. applicable easements or rights of way;
7. whether the pole is proposed for removal, retention, or transfer;
8. existing and proposed electric routes;
9. transition pole locations, including new poles;
10. preliminary and final trench routes;
11. proposed vaults, boxes, bores, and conduit; and
12. project status and planned construction year.

Transition poles deserve particular attention because the Guidelines contemplate up to three new poles at each end of an undergrounded section.[43] New poles create new attachment questions at the very moment PG&E is removing others. PG&E should design transition poles with adequate communications attachment space and clearances and identify them early enough for attachers to plan transfers. Poles that carry wireless facilities, such as small cells, warrant separate attention: relocating a wireless site can require new siting, permitting and power arrangements with lead times well beyond those of a wireline attachment transfer.

PG&E should provide updated GIS data whenever a project's route, scope, pole disposition, or schedule changes, and at least with each six-month Progress Report, together with a change log so providers can see what changed. This is not a new concept for PG&E. The Guidelines already require a change log for circuit segments, and PG&E describes its Circuit Segment Changelog Table in the EUP.[44] Extending the same practice to pole disposition and route changes adds little burden.

[43] Undergrounding Support Work.

[44] Guidelines § 2.8.1(g); EUP, Vol. 1, p. 93.

Of these fields, joint ownership status deserves priority. That single field would let attachers identify affected projects quickly and focus their engineering and operational review where the conflicts actually are.

Coordination will also require communications providers to share information about their own networks, including cable routes, facility locations, and network-critical sites. That information is commercially sensitive and, in many cases, critical infrastructure information whose disclosure could create security risks. Data sharing should therefore operate in both directions under appropriate protection. OEIS should direct PG&E to offer mutual confidentiality terms, rather than a one-way nondisclosure agreement protecting only PG&E's data, and to limit access to provider network information to personnel who need it for project coordination.

H. PG&E Must Protect Communications Service Continuity.

The EUP sets out detailed construction milestones, but none of them ensures that communications service is maintained before a pole is removed. PG&E's final milestone is reached when new assets are energized and retired assets are de-energized.[45] Communications service continuity is not a milestone, a gate, or a reported condition.

The framework's definition of public safety explains why. SB 884 requires PG&E to prioritize projects based on wildfire risk reduction, public safety, cost efficiency, and reliability benefits.[46] PG&E defines public safety in terms of risk to communities from PG&E's own assets, such as contact with energized conductors and vehicle collisions with poles.[47] Disruption to 911 and public safety communications during construction is a public safety impact that this definition does not capture.

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[45] EUP, Vol. 1, pp. 183–184; see also pp. 123–144, 165–168.

[46] Pub. Util. Code § 8388.5(c)(2).

[47] EUP, Vol. 1, p. 120, Table 3-14.

Reliability concerns also support early coordination. SB 884 seeks to improve electric reliability by reducing wildfire power shutoffs and outages. [48] It would be anomalous for the program to pursue that goal by creating avoidable interruptions to communications service in the same communities. PG&E should coordinate communications cutovers, attachment transfers, and construction sequencing with affected communications providers before removing or altering a shared pole.

OEIS should require each project to include a communications service continuity review; work with affected attachers to identify network-critical facilities; coordination of planned outages and network cutovers; and construction sequencing that avoids unnecessary service interruptions. None of these steps requires PG&E to build less. PG&E should also confirm that required communications attachment transfers, cutovers, or temporary arrangements are complete before removing a shared pole or making it unavailable for continued communications service.

Service continuity also depends on power. Many communications facilities on or near affected poles, including cabinets, remote terminals and small cells receive electric service from PG&E through overhead service drops. Undergrounding can relocate service points or eliminate those drops altogether, leaving communications equipment that remains in place without power. OEIS should require PG&E to identify, as part of each project, the electric service connections to communications equipment that the project will affect, to coordinate reconnection with the affected provider before de-energizing existing service, and to state how the costs of new service connections will be handled.

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[48] *Id*., Vol. 1, p. 25.

These issues bear directly on resiliency. The Commission has adopted backup power and resiliency requirements for communications providers serving high fire-threat districts[49], and providers plan backup power and site resiliency investments around the location and energization of PG&E's lines. PG&E's undergrounding schedule will change those assumptions. Sharing project schedules with communications providers early would allow them to align their resiliency planning with the EUP, which supports the reliability goals of SB 884 rather than working against them.

I. PG&E's Comparative Analysis Omits Foreseeable Third-Party Costs, Including Costs Imposed on Communications Providers.

Section 8388.5(c)(4) requires a comparison of undergrounding against aboveground hardening and other alternatives, including covered conductor and rapid earth fault current limiters, "evaluating the scope, cost, extent, and risk reduction of each activity," with emphasis on risk reduction and including the cost of each activity.[50] This is appropriate, and requiring PG&E to account for these costs in its comparative analysis would not determine which party ultimately bears them.

Section 8388.5(c)(6) requires an evaluation of project costs,[51] and the Guidelines require PG&E to describe the scope, cost, extent, and risk-reduction assumptions for all activities.[52] The comparison PG&E performs does not include foreseeable costs imposed on third parties.

PG&E uses its Wildfire Benefit Cost Analysis model to compare costs and benefits at Screens 2 and 3. That model counts only PG&E's capital installation costs and incremental

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[49] *Decision Adopting Wireline Provider Resiliency Strategies*, Decision (D.) 21-02-029 (Feb. 11, 2021); *Decision Adopting Wireless Provider Resiliency Strategies*, D.20-07-011 (July 16, 2020).

[50] Pub. Util. Code § 8388.5(c)(4).

[51] Pub. Util. Code § 8388.5(c)(6).

[52] Guidelines § 2.4.4.1(c).

operations and maintenance costs.[53] PG&E's initial capital spend even includes the cost of removing its own prior overhead equipment, but nothing for the work that removal forces on the attachers left behind. The underlying benefit-cost ratio methodology was approved by the Commission in Decision 25-08-032.[54] PG&E's project cost table lists labor, materials, permits, other capital costs, and ongoing operating costs. No line identifies communications provider relocation, replacement, or undergrounding costs.[55]

The omission is not neutral between the alternatives being compared. Overhead hardening keeps lines on poles, and it often replaces poles or adds poles to carry heavier covered conductors, so communications facilities generally stay where they are.[56] Undergrounding electric facilities can impose transaction costs on communications facilities or even lead to costs associated with movement of communications facilities. Excluding these costs from both sides of the comparison therefore understates the cost of undergrounding specifically and tilts the comparison toward it.

The margin is narrower than the headline figures suggest, which is why the omission matters. Under OEIS's required unscaled, mitigated method, PG&E forecasts about $15.1 billion in Overall Utility Risk reduction over 55 years, composed of about $4.5 billion in wildfire risk, $6.3 billion in enhanced powerline safety settings risk, and $4.3 billion in public safety power shutoff risk, against about $11.4 billion in present-value capital cost.[57] PG&E's $117.4 billion benefit figure and its claim of benefits roughly ten times costs rest on a supplemental scaled and

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[53] EUP, Vol. 1, pp. 121, 197–199, 293–294.

[54] *Phase 4 Decision*, D.25-08-032 (Aug. 28, 2025); see EUP, Vol. 1, p. 111.

[55] EUP, Vol. 2, Attach. D, SPD-37 Table 2, p. 1214 et seq.

[56] *Id*., Vol. 1, pp. 169–170.

[57] *Id*., Vol. 1, pp. 4–7, 15, Table 1-2, pp. 46–49; Workshop Presentation, slide 23.

unmitigated analysis.[58] The two figures under the required method, $15.1 billion against $11.4 billion, imply a ratio of roughly 1.3 to 1. That arithmetic is illustrative rather than a precise benefit-cost ratio, because the benefits are a 55-year present value and the costs are present-value capital expenditure. The point is directional: the margin under the required method is narrow enough that omitted costs can change results.

PG&E's own decision rule confirms the sensitivity. PG&E treats undergrounding as comparable to an alternative when its benefit-cost ratio is at least 70 percent of the alternative's, reflecting a 30 percent uncertainty range.[59] Under a rule that turns on a 30 percent band, an omitted cost category can change the selected mitigation on close projects. PG&E does not know how large the omitted category is, because it has not measured it.

The omission also distorts the unit cost targets SB 884 requires. PG&E's targets rise from $3.05 million per mile in 2028 to $3.56 million in 2037 in escalated dollars, or from $3.05 million to $2.90 million unescalated, and PG&E's errata reduced its claimed 10-year unit cost savings from $746 million to $496 million, or from $220,000 to $150,000 per mile.[60] Targets that omit foreseeable third-party costs will understate the true cost per mile that the statute's annual unit cost targets are meant to track,[61] and they will complicate the showing of feasible cost reductions against historical costs that the statute requires at the Commission stage.[62]

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[58] *Id*., Vol. 1, pp. 4–7, Table 1-2.

[59] *Id*., Vol. 1, pp. 295–296, 138–139; Workshop Presentation, slide 19.

[60] Workshop Presentation, slides 34–36; PG&E errata filed Oct. 12, 2026.

[61] Pub. Util. Code § 8388.5(c)(3).

[62] Pub. Util. Code § 8388.5(e)(1)(B)–(D).

PG&E acknowledges that the benefit-cost ratio is not the only factor in project selection. It also weighs tree strike risk, reliability risks created by operational mitigation, and ingress and egress concerns.[63] Work involving communications facilities belongs in that same category of practical considerations. It affects whether a project can be built as planned, how long it takes, and whether customers' communications service can be maintained while it is built.

PG&E has the procedural vehicle already. Screen 3 includes detailed scoping, a feasibility review, an alternatives review, a final cost analysis, and a final Design Basis Memorandum.[64] Each is a logical point at which to identify third-party work and the costs associated with it.

PG&E should not treat an unknown cost as zero. Where a project estimate is available, PG&E should use it. Where design is incomplete, PG&E should use a reasonable range and explain how the range was developed. Where no reasonable estimate exists, PG&E should flag the item as unresolved rather than omit it. PG&E should update these figures as design matures. PG&E already states that future Progress Reports will update assumptions as information changes,[65] and OEIS should require those updates to include third-party cost estimates.

This defect maps directly onto a stated ground for a Modification Notice. The Guidelines authorize a Modification Notice where there is an insufficient explanation of the common values, assumptions, and metrics used for alternative mitigation comparisons.[66] A comparison that omits an entire category of foreseeable cost on one side of the ledger is such a case.

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[63] EUP, Vol. 1, pp. 198–199.

[64] *Id*., Vol. 1, pp. 124–125.

[65] *Id*., Vol. 1, pp. 229–230.

[66] Guidelines § 3.5.1(e).

Affordability reinforces the point. PG&E itself quotes the Commission's observation that ratepayers' ability to pay for safety is not unlimited and that affordability must be considered.[67] Costs that are shifted to communications providers do not disappear. Omitting them from the comparison hides part of the true societal cost of the program from the agency charged with evaluating it.

J. OEIS Should Require Coordination Reporting in Every Progress Report and Direct the Independent Monitor to Review It.

The statute already supplies the oversight machinery. If both agencies approve the plan, PG&E must file a Progress Report every six months, published by both PG&E and OEIS; include the work in its annual wildfire mitigation plan filings; and retain an Independent Monitor selected by OEIS who reports each December 1 on compliance and specifies any failures, delays, or shortcomings. PG&E then has 180 days to cure identified deficiencies, and OEIS may recommend penalties to the Commission.[68] What that machinery lacks is any metric that would surface a shared-pole coordination failure.

OEIS has reserved the authority to fill that gap. It has stated that it may provide additional guidance on future Progress Report requirements and post-approval guidance on the Independent Monitor, and the Monitor will use the Plan Tracking Objectives.[69] The existing objectives are framed exclusively in terms of PG&E's own risk reduction. The Plan Mitigation Objective, for example, is an average annual reduction of $145,000 in Overall Utility Risk per primary overhead mile removed, roughly $3 million in present value per mile over 55 years.[70]

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[67] EUP, Vol. 1, p. 23.

[68] Pub. Util. Code § 8388.5(f)–(i).

[69] Guidelines §§ 2.6.2, 2.3.2, 4.1–4.2; EUP, Vol. 1, p. 260.

[70] EUP, Vol. 1, p. 47; Workshop Presentation, slide 18.

AT&T asks OEIS to add four third-party coordination metrics to the Progress Reports and to the Independent Monitor's scope:

1. the number of joint poles affected;
2. the number of notices sent to communications providers;
3. the number of poles left standing for communications facilities;
4. the number of incidents in which EUP construction damaged existing communication facilities, together with whether the incident caused a service interruption or project delay; and
5. the number and nature of unresolved coordination issues.

These metrics serve OEIS's own evaluation. They give the Independent Monitor objective data to assess whether the Project Acceptance Framework is feasible and effective in practice, not merely on paper, which is the question the Guidelines put to OEIS at approval. [71] More specifically, the metrics would allow the Independent Monitor to determine whether PG&E gave the required notice, engaged in the required coordination, provided a pole disposition plan, followed the required reporting procedures, and whether unresolved issues caused project delays. The Independent Monitor would track the occurrence and project effect of construction damage incidents, not determine liability, damages, reimbursement, or contractual responsibility. The metrics would also help identify schedule slippage early.

PG&E acknowledges that when a project is delayed, the associated risk reduction is realized later. [72] Because unresolved shared-pole issues are a predictable source of delay, reporting that makes those issues visible protects the program's risk-reduction benefits, not just AT&T's interests. AT&T does not ask the Independent Monitor to decide pole ownership, allocate costs, or resolve contract disputes; it asks only that the Monitor track compliance and project effects.

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[71] Guidelines § 3.3(d), (g).

[72] EUP, Vol. 1, p. 122.

III. CONCLUSION

AT&T asks OEIS to issue a Modification Notice, or to condition any approval on requiring PG&E to:

1. identify communications facilities and joint poles during Screen 3 and account for them in the feasibility and alternatives analysis;
2. prepare a pole disposition plan for each project that resolves ownership, maintenance, structural loading, post-removal safety, and land rights for poles that remain;
3. adopt a formal notice and coordination process with communications providers, including meaningful conduit and joint trench opportunities and usable project and GIS data;
4. identify reasonably foreseeable third-party work, costs, and schedule dependencies and explain whether they affect project feasibility, timing, or the comparison of undergrounding and alternative mitigations;
5. report coordination status in each Progress Report, subject to Independent Monitor review;
6. refrain from representing that attachers must underground, and confirm that the EUP does not create any conversion obligation for communications facilities or modify existing and attachment agreements;
7. inspect and document pole condition, and assess pole loading and structural support, before and after removing its facilities from or transferring a shared pole;
8. protect communications service continuity, including electric service to communications equipment and coordinated network cutovers, before removing or altering a shared pole; and
9. AT&T reserves all rights with respect to cost allocation, pole ownership, including in the Commission's proceeding and in any other forum. Nothing in these comments, or in OEIS's action on the EUP, should be construed as resolving those issues.

AT&T appreciates the opportunity to comment and looks forward to working collaboratively with PG&E and OEIS as the plan moves forward.

[*Signature on next page*]

Date: November 2, 2026

Respectfully submitted,

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