

**PUBLIC SERVICE COMMISSION
OF WEST VIRGINIA
CHARLESTON**

At a session of the PUBLIC SERVICE COMMISSION OF WEST VIRGINIA
in the City of Charleston on the 24th day of November 2025.

CASE NO. 24-0703-T-E-CTV-GI

A proceeding on the Commission's own motion to
initiate a general investigation for the purpose of
establishing a task force to make
recommendations by General Order and/or
modification of the Commission's Rules for the
Government of Pole Attachments, 150 C.S.R. 38.

COMMISSION ORDER

The Commission clarifies its October 15, 2025 Order as stated herein.

BACKGROUND

On August 23, 2024, the Commission opened a proceeding on its own motion to initiate a general investigation to establish the Pole Attachment Rules Task Force (Task Force) to consider and recommend: (1) incorporating, by General Order and/or rule, modification to the Commission's Rules for the Government of Pole Attachments 150 C.S.R. 38, (Pole Attachment Rules), new processes for the resolution of pole attachment disputes that delay deployment of broadband projects by implementing a pre-complaint dispute resolution mechanism similar to the newly adopted Federal Communication Commission (FCC) Rapid Broadband Assessment Team (RBAT) and how such a process may be implemented by the Commission; (2) requiring utilities and pole owners to share pole inspection information with potential attachers; and (3) requiring utilities and pole owners to provide periodic reporting to the Commission on compliance with the Pole Attachment Rules and processing applications by potential attachers.¹

On July 14, 2025, Staff filed a Petition for Reopening for purposes of examining the issue of pre-existing conditions, and specifically, how the pole owners address the existence of pre-existing conditions of the poles in the context of processing new pole attachment applications.

The Petition for Reopening raised issues presented in a Formal Pole Attachment Complaint filed by Comcast Cable Communications, LLC (Comcast)

¹ A more complete procedural history of this matter can be found on the Commission's web docket.

against Appalachian Power Company (APCo)² (Comcast complaint case). In the Comcast Complaint Case, Comcast asserted that APCo imposed unreasonable terms and conditions for pole attachments. The Petition for Reopening asserted, among other claims, that Comcast alleged that APCo unlawfully required it to pay for the remediation of conditions that rendered a pole unsuitable for a new attachment, including third-party violations on poles to which Comcast sought to attach.³ The Petition for Reopening requested “that the Commission reopen the Pole Attachment Task Force General Investigation for purposes of further examining the issue of pre-existing conditions and how such are handled by the primary pole owners in West Virginia.”⁴

On July 17, 2025, APCo and Wheeling Power Company (WPCo) (collectively the Companies), filed a Response in Support of Staff Petition for Reopening. The Companies supported the reopening of the this proceeding “for the purposes of the Commission examining, through a rulemaking, the impact of preexisting violations on the pole attachment process.”⁵ The Companies agreed “that these issues have global implications and are best resolved in a rulemaking proceeding educated by witness testimony, data, and briefing.”⁶ In addition, the Companies stated that the Petition for Reopening specifically referenced the policy at issue in the Comcast Complaint Case, and that reopening this proceeding would both “clarify the legality of this policy and address issues that are far broader than the dispute between APCo and Comcast.”⁷

On August 26, 2025, the Commission entered an Order (hereinafter the August 26 Order) in this case that clarified its Pole Attachment Rules regarding cost-sharing for pole replacements, and further clarified its interpretation of “necessitated solely” for purposes of cost responsibility for pole replacements under the Pole Attachment Rules.

On September 5, 2025, the WVCTA – The Internet and Television Association (WVCTA) and Citynet West Virginia, LLC (Citynet) (collectively the Attachers) filed a Petition for Clarification (Attachers Petition). In sum, the Attachers stated that they are concerned that language in the August 26 Order may “lead to spurious arguments that the Commission has deviated from the [Federal Communication Commission’s (FCC)] rules and orders, and potentially even contentions that the Commission intended to deviate from the rules.”⁸ The

² See Comcast v. APCo, Case No. 25-0463-CTV-E-POLE (Comcast Complaint Case).

³ See, e.g., Petition at ¶ 2.

⁴ Petition for Reopening at Bates 9, Wherefore Clause.

⁵ Company Response to Petition for Reopening at ¶ 2.

⁶ Id.

⁷ Id. at ¶ 4.

⁸ Attachers Petition at 2.

Attachers requested that the August 26 Order be clarified to “state only that the Commission and the Pole Attachment Rules in West Virginia follow the FCC’s rules and rulings.”⁹

Specifically, the Attachers requested that the Commission clarify that the August 26 Order:

- (1) was intended to align with, and not deviate from, the pole attachment rules and orders implemented by the FCC, including that new attachers shall not be required to pay for replacement of a pole with a third-party’s preexisting violation; and
- (2) does not adopt *new* pole attachment rules and instead merely provides additional clarity regarding its *existing* rules.¹⁰

On September 15, 2025, APCo, WPCo, Monongahela Power Company (Mon Power), and the Potomac Edison Company (Potomac Edison) (collectively Owner Respondents) filed a Joint Response to the Petition (hereinafter Joint Response). Owner Respondents opposed the Petition.

On October 15, 2025, the Commission entered an Order (hereinafter the October 15 Order) that clarified and further explained the August 26 Order. Of importance here, the Attachers were concerned that certain language in the August 26 Order “could be misinterpreted to require a new attacher to pay for a pole replacement in instances where the pole replacement is not necessitated by the new attachment. The Attachers point to a pre-existing violation of, as an example, safety standards or codes that would necessitate a pole replacement notwithstanding the proposed new attachment.”¹¹

In the October 15 Order, the Commission clarified that the August 26 Order, read together with the FCC’s Fourth Report and Order, Declaratory Ruling, and Third Further Notice of Proposed Rulemaking (2023 FCC Order), was intended to explain how the Commission and the Pole Attachment Rules are consistent with the FCC’s rules and rulings.¹² “The August 26 Order simply set forth the Commission’s explanation of its existing Pole Attachment Rules regarding cost allocation and cost recovery mechanisms for pole replacement costs in the context of a pole attachment application.”¹³ Indeed, the August 26 Order stated that “[o]ur

⁹ Attachers Petition at 3.

¹⁰ Id. at 2 (emphasis in original).

¹¹ October 15 Order at p. 5.

¹² Id. at p. 6.

¹³ Id.

ruling falls in line with the FCC's recent interpretations of its own rules ... [s]pecifically, a new pole is a shared asset."¹⁴

On October 27, 2025, the Companies filed their Petition for Clarification and Reconsideration of the Commission's October 15, 2025, Order (Companies' Petition for Clarification). The Companies accused the Commission of injecting confusion into the pole attachment process, "particularly regarding the proper allocation of costs for make-ready pole replacements."¹⁵ The Companies argued that it could not "make sense" how to implement the October 15 Order or to which poles the October 15 Order would apply.¹⁶

The Companies posited that the principle stated in its August 26 Order and the October 15 Order that all beneficiaries of a pole replacement share in the cost of the pole replacement principle should apply only to poles with pre-existing violations but that would still lack capacity to accommodate a new attachment even if the pre-existing violation was removed from the pole.¹⁷ The Companies also requested that the Commission vacate its ruling to the extent that it is intended to prohibit pole owners from ever requiring up-front payment of make-ready pole replacement costs.¹⁸

On November 6, 2025, the Attachers filed a response in Opposition to the AEP Petition for Clarification (Attachers' Response). The Attachers argued that the October 15 Order did not need clarified. In sum, the Attachers stated that the October 15 Order provided clarification that a new attacher is not required to pay any up-front costs for pole replacements needed to address preexisting violations, except as set forth in our Pole Attachment Rules.¹⁹

Also, on November 6, 2025, Frontier filed a Response to the Companies' Petition for Clarification (Frontier Response). Frontier argued that to the extent the Companies' Petition for Clarification "*prohibits* up-front recovery of *all* pole replacement costs, it is both inconsistent with the Commission's own pole attachment rules, and in conflict with the FCC's rules."²⁰

On November 13, 2025, the Companies' filed a Reply to the Attachers' Response (Companies' Reply). In the Reply, the Companies argued that the Commission need answer only one question: what is the cost allocation with respect to poles with pre-existing violations that would require replacement even if

¹⁴ August 26 Order at p. 6.

¹⁵ Companies' Petition for Clarification at p. 1.

¹⁶ Id.

¹⁷ Id. at pp. 1-2.

¹⁸ Id. at p. 2.

¹⁹ Attachers' Response at p. 2.

²⁰ Frontier Response at Bates 6 (emphasis in original).

the violation was removed from the pole.²¹ The Companies explain that, with the poles in the aforementioned category, there is “nothing wrong with the pole itself.”²² The problem, the Companies argue, that the cheaper remedy than a pole replacement is to remove the attachment in violation.²³ This, however, the Companies claim, was foreclosed by the Commission with its ruling in Comcast Cable Communications Corporation, LLC v. Appalachian Power Company, Case No. 25-0463-CTV-E-POLE.²⁴

APCo proposed that the answer in this situation is as follows: allocate the cost of the replacement pole 1/3 to the pole owner; 1/3 to the new attacher; and 1/3 to the pre-existing violator.²⁵ The Companies rely on Pole Attachment Rule 7.2 as support for this argument.

In a footnote, the Companies also assert that the Commission should also vacate its October 15 Order to the extent that it intended to prohibit pole owners from requiring up-front payment of make-ready pole replacement costs because all stakeholders agree that the Commission lacks the legal authority to implement such a ban.²⁶

On November 19, 2025, Mon Power and Potomac Edison (collectively the FirstEnergy Companies) filed a Response (FirstEnergy Companies’ Response) to the Companies’ Reply. The FirstEnergy Companies indicated that they agree (overall) with the Companies’ Reply.²⁷ To expand on that, the FirstEnergy Companies reference Citynet West Virginia, LLC v. Monongahela Power Company, et al., Case No. 25-0640-T-E-POLE. The FirstEnergy Companies stated that there are “two critical issues” preventing the resolution of that complaint. One, the FirstEnergy Company states, is that parties differ regarding “what is a pre-existing violation?”²⁸ The Second is the allocation of the cost of a new pole among the attachers where there are confirmed pre-existing violations.²⁹

On the second issue, the FirstEnergy Companies stated that “[f]or poles with one pre-existing violation, Mon Power assessed one-half of the cost to the violator and one-half to the new attacher.”³⁰ The FirstEnergy Companies agreed with the Companies that a pre-existing violation needs a cure, but not always a pole

²¹ Companies’ Reply at 2.

²² Id. at 5.

²³ Id.

²⁴ Id., citing Comcast Cable Communications Corp., LLC v. Appalachian Power Company, Case No. 25-0463-CTV-E-POLE, at p. 12 (Comm’n Order July 28, 2025).

²⁵ Id. at pp. 5-6.

²⁶ Id. at fn. 4.

²⁷ FirstEnergy Companies’ Response at ¶ 1.

²⁸ FirstEnergy Companies’ Response at ¶ 2.

²⁹ Id. at ¶ 3.

³⁰ Id. at ¶ 3.

replacement. The pole owners and the attachers disagree about when a pole replacement is necessary. Further, the FirstEnergy Companies acknowledge that payment for poles that have deteriorated to a point that they fail a pole inspection is the sole financial responsibility of the owner.³¹

DISCUSSION

In their Reply, the Companies have narrowed their Petition for Clarification to what is the cost allocation with respect to poles with pre-existing violations that would require replacement even if the violation was removed from the pole.³² The Companies also assert that the Commission should vacate its October 15 Order to the extent that it intended to prohibit pole owners from requiring up-front payment of make-ready pole replacement costs because all stakeholders agree that the Commission lacks the legal authority to implement such a ban.³³

Before addressing these two issues, the Commission will address language the Companies' Petition for Clarification argued was confusing. This language involves the discussion in the October 15 Order regarding "red-tagged" poles, or poles that have come to the end of their useful life, so to speak. The Companies take umbrage with the following language of the October 15 Order:

We wish to make it clear that poles that require replacement due to age, deterioration, safety violations, accident, or any other cause must be replaced at the cost of the owners. Failure to "red-tag" a pole that should have been red-tagged, would have been red-tagged upon close inspection, or is likely to be red-tagged in the near future does not place that pole in the category of an acceptable pole with remaining life that is replaced solely to accommodate an attachment.³⁴

According to the Petition, this language abrogates the guidance from the August 26 Order regarding the Commission's interpretation of "necessitated solely."³⁵ The Companies state that the "or any other cause" language would imply an unlimited scope of application. As stated—and understood by the FirstEnergy Companies: "payment for poles that have deteriorated to a point that they fail a pole inspection are the sole financial responsibility of the pole owner."³⁶

³¹ Id. at ¶ 5.

³² Companies' Reply at 2.

³³ Id. at fn. 4. Notwithstanding the ruling herein, the Commission does not concede that it does not have the legal authority or jurisdiction to prohibit pole owners from requiring up-front payment of make-ready pole replacement costs.

³⁴ Id. at p. 5. (Emphasis added).

³⁵ See, e.g., August 26 Order at pp. 5-7.

³⁶ FirstEnergy Companies' Response at ¶ 5.

The Companies' reading of this passage in the Order is overbroad, at best. One must simply read the passage directly above the aforementioned quoted passage. There, the Commission stated:

The August 26 Order does not allow pole owners with poles already slated for replacement due to the fact that it is red tagged, already on the pole owners internal replacement schedule, or any other reason not due to a pole attachment request, to burden a new attacher with all of the costs of the pole replacement.³⁷

The "for any other cause" language to which the Companies take issue must be read, logically, with the emphasized language above in the preceding passage: "or any other reason not due to a pole attachment request." Both passages read in context clearly indicates that the universe of poles that the Commission addressed in these two passages were "red-tagged," deteriorated, or otherwise at the end of its acceptable life. The confusion the Companies' expressed regarding the meaning of the aforementioned passages in the October 15 Order was self-inflicted. Should there be disagreement as to whether or not a pole should have been red-tagged or is beyond its useful life, the Commission has adopted the informal dispute resolution process via the Rapid Response Team by Order dated February 25, 2025. Further, as the parties are aware, a dispute may be resolved via the Commission's formal complaint procedures.

The Commission will now address the two issues remaining for clarification as reiterated by the Companies.

1. The Allocation of Costs With Respect to Poles with Pre-existing violations that Would Require Replacement Even if the Violation was Removed from the Pole.

The Companies state that only one category of poles is the primary driver of conflict: poles with pre-existing violations that would lack capacity for a new attachment even if the pre-existing violation is removed from the pole.³⁸ APCo argued that the Commission should "simply state...with respect to the limited universe of poles with pre-existing violations but that would require replacement even if the violation is removed from the pole....[t]he pole owner shall bear 1/3 the

³⁷ See August 26 Order at p. 7, *citing*, Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment, WWC Docket No. 17-84, Fourth Report and Order, Declaratory Ruling, and Third Further Notice of Proposed Rulemaking, 38 FCC Rcd 12379, at 12406, ¶ 46 (2023) (hereinafter Fourth Report and Order) (Emphasis Added).

³⁸ Id. at 7.

cost of the pole replacement and assign the remaining 2/3 in equal portions to the new attacher and pre-existing violator ... [t]he pole owner shall move forward with the pole replacement upon payment of the new attacher's share of the cost."³⁹

The reference the Companies make to the Commission's ruling in Comcast as a barrier to the "easier" remedy to a pre-existing condition is misplaced. In Comcast, a formal pole attachment complaint case, the Commission precluded APCo from enforcing a policy regarding cost allocation for pole replacements with pre-existing violations.⁴⁰ APCo argued that the policy at issue "only applies to situations where the removal of an attachment that has caused a pre-existing violation on the pole, but make-ready would still be required following the removal to accommodate the new attacher."⁴¹ The Commission held that this policy violated the plain language of Pole Attachment Rule 10.4.4 because it shifted the burden of dealing with the pre-existing violation by either remediating the violation, or putting the costs up-front to remediate the violation on the new attacher.⁴² The Commission further held that this policy violated Pole Attachment Rule 10.8.2 because a utility "cannot delay completion of make-ready because of a preexisting violation on an affected pole not caused by the new attacher."⁴³ Ultimately, the Commission ordered APCo "to comply with the Commission's rules regarding pre-existing violations."⁴⁴

This Order did not prevent the removal of a third-parties pre-existing attachment, as the Companies state in their Reply. It prevented APCo from either imposing its "provisional" up-front costs on Comcast as the new attacher to remediate the pre-existing violation, or delaying the timelines in the Pole Attachment Rules by failing to remedy the same. However, as noted by the Companies, Rule 7.2 of our Pole Attachment Rules does provide guidance.

The Commission understands the question posed by the Companies as follows: a pole with a pre-existing violation that has been removed that still somehow lacks capacity to accommodate a new attachment but is also a pole that does not fall within the "red-tagged" or end of its useful life category. The question, as posed by the Companies then, is "who pays for the new pole that is not at an end-of-life status and is not compromised by a violation since a pre-existing violation has been removed, and how much?"

³⁹ Id. at p. 8.

⁴⁰ See generally, Comcast, Case No. 25-0463-CTV-E-POLE (Comm'n Order, July 28, 2025).

⁴¹ Comcast, Case No. 25-0463-CTV-E-POLE (Comm'n Order, July 28, 2025) at p. 7 (internal quotations omitted).

⁴² Id. at p. 12.

⁴³ Id., citing Pole Attachment Rule 10.8.2.

⁴⁴ Id. at p. 1.

Initially, we must note that Pole Attachment Rule 10.4.4 prevents a utility from charging a new attacher costs associated with remediating the pre-existing violation. We stated this clearly in Comcast, and to do otherwise would violate Pole Attachment Rule 10.4.4.

In the October 15 Order, we explained:

The August 26 Order explained the need for fair and consistent treatment of all attachers to expedite broadband projects required by our regulations as well as the most recent requirements of the FCC. The rules simply require that an attacher should pay an appropriate portion of the cost of the poles that are necessary for their use and not the entire cost of the pole replacements.

Our ruling falls in line with the FCC's recent interpretations of its own rules. Specifically, a new pole is a shared asset. All parties, including the owner, existing attachers, and new attachers, share in its benefit. Therefore, in line with the FCC rules, we recognized that costs of pole replacements should be shared by all beneficiaries, not imposed entirely on the new attacher.⁴⁵

In this scenario, and based upon the Commission's beneficiary and fairness approach to our rules, the new attacher would bear the incremental cost difference between a new pole of the same the height and circumference of the existing pole and a new taller or larger circumference pole required to accommodate its attachment, along with other make-ready costs necessary for the attachment to the pole. The remaining costs would not be imposed on the new attacher.⁴⁶

Again, it is the Commission's intention to protect new attachers from unreasonable responsibility for pole replacement costs, not to insulate them entirely from expenditures on poles from which they benefitted. Similarly, we had no intention of burdening existing attachers with unreasonable costs while, at the same time, recognizing that, when poles are replaced, the aggregate investment costs of the poles that are benefitting all attachers as well as pole owners increase. Burdening only new attachers or only existing attachers or only pole owners is inconsistent with our rules and the FCC policies as expressed in the 2023 FCC Order. Furthermore, the burden should not be entirely on pole owners or their rate-payers. However, as in the case of red-tagged poles and poles at the

⁴⁵ October 15 Order at p. 7 (internal citations and quotations omitted).

⁴⁶ Id. See also Attachment A to this Order.

end of their useful life, the pole owners clearly have the responsibility to replace those poles at their cost.

2. Up-front Costs for Pole Applications.

In the October 15 Order, we stated that sharing in the cost does not necessarily include an up-front contribution in aid of construction. This was not intended to mean that all up-front contribution is prohibited.

Frontier, in its Response, cited the following passage in the October 15 Order:

If there are not some unusual circumstances covered by the rules that dictate up-front cost sharing, we do not condone the owners demanding such. Instead, the owners should follow the cost allocation procedures and their pole rental agreements to build the cost of new poles into the rental fees paid by attachers over time.⁴⁷

Frontier posits that “the Commission intended to refer only to make-ready work where the new attacher is not the cost causer, *i.e.*, to prevent pole owners from requiring attachers to pay costs not attributable to their attachment request, such as when replacement is necessitated by preexisting National Electrical Safety Code violations by present attachers.”⁴⁸

Similarly, the Attachers stated “[t]he Commission’s rules contemplate up-front payments for incremental make-ready costs that are not recovered in the annual rental, and pole replacements are a type of make-ready.”⁴⁹ Further, the Attachers noted that “[c]onsistent with these rules, the October 15 Order provides that up-front payments are permissible when clearly required by the rules.”⁵⁰ This is the interpretation the Commission intended—such costs are appropriately collected up-front (as other make-ready costs) when the Pole Attachment Rules allow such upfront costs to be collected.

FINDINGS OF FACT

1. On August 23, 2024, the Commission opened a proceeding on its own motion to initiate this general investigation.

⁴⁷ Frontier Response at Bates 7, *citing* the October 15 Order at p. 8.

⁴⁸ *Id.* at Bates 7-8.

⁴⁹ Attachers’ Response at p.10.

⁵⁰ *Id.* *citing* the October 15 Order ap 11 (Conclusion of Law No. 6) (Emphasis added).

2. On August 26, 2025, the Commission entered the August 26 Order, which clarified and explained its Pole Attachment Rules regarding cost-sharing for pole replacements, and further clarified its interpretation of “necessitated solely” for purposes of cost allocation for pole replacements under the Pole Attachment Rules.

3. On September 5, 2025, the Attachers filed their Petition to Clarify.

4. On October 15, 2025, the Commission entered an Order (hereinafter the October 15 Order) that clarified and further explained the August 26 Order.

5. On October 27, 2025, the Companies filed their Petition for Clarification and Reconsideration of the Commission’s October 15, 2025 Order.

6. On November 6, 2025, the Attachers filed a response in Opposition to the AEP Petition for Clarification.

7. Also, on November 6, 2025, Frontier filed a Response to the Companies’ Petition for Clarification.

8. On November 13, 2025, the Companies’ filed a Reply to the Attachers’ Response.

9. In their Reply, the Companies narrowed their Petition for Clarification to what is the cost allocation with respect to poles with pre-existing violations that would require replacement even if the violation was removed from the pole.⁵¹

10. The Companies also assert that the Commission should also vacate its October 15 Order to the extent that it intended to prohibit pole owners from requiring up-front payment of make-ready pole replacement.

11. On November 19, 2025, Mon Power and Potomac Edison filed a Response to the Companies’ Reply.

CONCLUSIONS OF LAW

1. The Commission is charged with regulatory jurisdiction over pole attachments in W.Va. Code § 31G-4-1, et seq.⁵² Further, the Commission “shall administer and adjudicate disputes relating to the issues and procedures provided for under [W.Va. Code § 31G-4-1, et seq.],” titled “Make-Ready Pole Access.”⁵³

⁵¹ Companies’ Reply at 2.

⁵² W. Va. Code § 31G-4-4(a).

⁵³ Id.

2. The Commission is responsible for setting rates and charges that are just, reasonable and not unduly discriminatory.⁵⁴ That responsibility includes rates and charges for pole attachments.⁵⁵

3. The Commission provides a regulatory framework to facilitate the efficient and timely deployment of broadband throughout the State of West Virginia. Furthermore, pole owners have a duty to allow for non-discriminatory access to poles by third-party attachers.

4. The Commission has the regulatory authority to ensure that rates related to pole replacements and pole attachments are just, reasonable, and not unduly discriminatory.

5. The August 26 Order does not implement new rules; rather, the August 26 Order explains the Commission's current Pole Attachment Rules to require a pragmatic, balanced, and reasonable approach to the allocation of pole replacement costs and a cost recovery rate mechanism in the context of pole attachment applications.

6. The Commission should clarify that the October 15 Order did not prohibit pole owners from requiring up-front payment of make-ready costs.

7. In the October 15 Order, the Commission intended to refer only to make-ready work where the new attacher is not the cost-causer, *i.e.*, to prevent pole owners from requiring attachers to pay costs not attributable to their attachment request, such as when pole replacement is necessitated by failure to meet current National Electrical Safety Code requirements.

8. Costs for pole replacements are appropriately collected up-front (as other make-ready costs) when the Pole Attached Rules allow.

9. The Commission reiterates that poles, that are or should be red-tagged, that are not in compliance with current safety standards, that require replacement due to age, deterioration, accident, or any other similar causes negatively affecting the structural soundness of the pole, must be replaced at the cost of the owners.

10. With respect to pole replacement costs for the narrow universe of poles with pre-existing violations that would lack capacity for a new attachment even if the pre-existing violation is removed from the pole, the Commission should

⁵⁴ W. Va. Code § 24-2-7(a). See also Pole Attachment Rule 5.2 ("The Commission shall determine whether the rate, term or condition complained of is just and reasonable").

⁵⁵ Id.

apply its beneficiary and fairness approach to our rules which is that the new attacher would bear the incremental costs between the cost of a new pole of the same height or circumference of the old pole and the a taller or larger circumference pole required to accommodate its attachment, along with other make-ready costs necessary for the attachment to the pole.

11. The Commission finds this approach just, reasonable and not unduly discriminatory.⁵⁶

ORDER

IT IS THEREFORE ORDERED that poles that are red-tagged, require replacement due to age, deterioration, safety violations, accident, or any other similar degradation cause must be replaced at the cost of the owners, as identified and described herein and the Commission's Order October 15, 2025.

IT IS FURTHER ORDERED that with respect to the allocation of pole replacement costs for the narrow universe of poles with pre-existing violations that would lack capacity for a new attachment even if the pre-existing violation is removed from the pole, the new attacher would bear the incremental cost difference between a new pole of the same height or circumference of the existing pole and a new taller or larger circumference pole required to accommodate its attachment, along with other make-ready costs necessary for the attachment to the pole. The remaining costs of the pole would be paid by the owner and ultimately shared by all beneficiaries, pursuant to our rules.

⁵⁶ W. Va. Code § 24-2-7(a). See also Pole Attachment Rule 5.2 ("The Commission shall determine whether the rate, term or condition complained of is just and reasonable").

IT IS FURTHER ORDERED that the Executive Secretary of the Commission shall serve a copy of this Order by electronic service on incumbent local exchange telecommunications companies, electric utilities, competitive local exchange carriers and cable television providers. In addition, the Executive Secretary shall serve a copy of this Order electronically and by United States Mail on the West Virginia Broadband Council and the West Virginia Department of Economic Development Office of Broadband, and on Commission Staff by hand delivery.

A True Copy, Teste,

A handwritten signature in blue ink that reads "Karen Buckley". The signature is written in a cursive, flowing style.

Karen Buckley, Executive Secretary

JAF/lcw
240703cj

Public Service Commission of West Virginia

201 Brooks Street, P.O. Box 812
Charleston, West Virginia 25323



Phone: (304) 340-0300
Fax: (304) 340-0325

November 24, 2025

To all Incumbent, Competitive Telecommunications Companies, Electric Utilities, and Cable Television Providers:

Rebecca D. Pomeroy, Esq.
Counsel, CityNet West Virginia, LLC
Bailey & Glasser LLP
209 Capitol Street
Charleston, WV 25301

Robert L. Ritter, Esq.
General Counsel
DQE Communications, LLC
45 S. 23rd Street
Pittsburgh, PA 15203

Ceilidh Gao
Communications Workers of America
501 Third Street, NW
Washington, DC 20001

Eric B. Langley Esq.
Counsel, Appalachian Power Company and Wheeling
Power Company
Langley & Bromberg LLC
2700 U.S. Highway 280, Suite 350E
Birmingham, AL 35223

Joseph M. Ward, Esq.
Counsel, Verizon Communications, Inc.
Frost Brown Todd, LLC
500 Virginia Street, East Suite 1100
Charleston, WV 25301

Timothy C. Giessner Esq.
Counsel, Appalachian Power Company and Wheeling
Power Company
American Electric Power Service Corporation
1 Riverside Plaza
PO Box 16631
Columbus, OH 43215-6631

Carey Gagnon, Esq.
Verizon Communication, Inc.
10000 Park Meadows Drive
Lone Tree, CO 80124

RE: Case No. 24-0703-T-E-CTV-GI
A proceeding on the Commission's own motion to initiate a general
investigation for the purpose of establishing a task force to make
recommendations by General Order and/or modification of the
Commission's Rules for the Government of Pole Attachments, 150
C.S.R. 38.

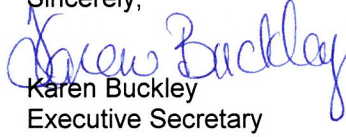
Ladies/Gentlemen:

Enclosed is a copy of a Commission Order issued today in the above-styled proceeding. **Please note all other parties have agreed to receive this order via electronic notification.**

Documents submitted to the Public Service Commission of West Virginia may be 1) uploaded to its public website, 2) subject to public disclosure under the West Virginia Freedom of Information Act, and/or 3) subject to disclosure under the West Virginia Open Governmental Proceedings Act. Do not submit personal information with your filings. The Commission is not responsible for confidential or personal information included with your submission. A list of personal information is available here: http://www.psc.state.wv.us/Privacy_Policy/WhatisPII.htm

If you have provided an email address you will automatically receive notifications as documents are filed in this proceeding. The email notifications allow recipients to view a document within an hour from the time the filing is processed. If you have not provided your email address, please send an email to caseinfo@psc.state.wv.us and state the case number in the email subject field. **You are encouraged to file an Electronic Mail Agreement which allows the commission to serve all orders issued in this matter via electronic notification.**

Sincerely,


Karen Buckley
Executive Secretary

KB/al
Enc.