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May 11, 2026

Via ECFS and Email

Ms. Rosemary McEney
Ms. Lisa Griffin
Mr. Adam Suppes
Mr. Michael Hunseder
Ms. Liz Drogula
Mr. Ryan McDonald
Federal Communications Commission
45 L Street NE
Washington, DC 20554

**Re: *Comcast Cable Communications, LLC v. Appalachian Power Company*
Update and Request for Additional Assistance – Proceeding 25-330, Bureau
ID No. EB-25-MD-002**

Dear Members of the Rapid Broadband Assessment Team (RBAT):

Comcast Cable Communications, LLC (“Comcast”) submits this letter pursuant to paragraphs 47-49 of the Federal Communications Commission’s (“Commission”) Memorandum Opinion and Order in *Comcast Cable Communications, LLC v. Appalachian Power Company*, FCC 26-6 (rel. Feb. 5, 2026)¹ (the “Order”) to provide an update on the parties’ progress — or lack thereof — in the three months since the Commission’s Order. In addition, Comcast respectfully requests the Commission’s assistance with ensuring that Appalachian Power Company (“APCo”) applies a cost allocation methodology for replacement of poles with preexisting violations that complies with the Commission’s Order.² Comcast brings this matter to the attention of the RBAT in the hope of scheduling a status conference as soon as possible, and reaching an expeditious resolution to this dispute that allows Comcast to proceed with deployment of vital broadband service to many unserved and underserved areas in Virginia.

¹ Paragraph 47 of the Order provides that “APCO should issue revised make-ready estimates for the poles at issue with preexisting violations, under the time frames set forth in the rules (using the date of the Commission order as day 1), and consistent with the cost allocation principles in the Commission’s rules and as discussed in this Order.” Paragraph 48 of the Order then provides that “if Comcast wants to proceed to attach, it should promptly pay those make ready costs, and the parties should jointly report to the RBAT on the progress of pole replacement. . . .” Order ¶¶ 47-48.

² *Id.* ¶ 49 (“to the extent Comcast disagrees with APCO’s cost allocation methodology, it may seek additional relief from the Commission, including RBAT mediation.”).

A. Introduction

In the Order, the Commission clearly rejected APCo’s prior methodology for allocating the cost of pole replacements to remedy preexisting violations and held that Comcast, as a new attacher, is required to pay only the incremental costs associated with installation of a pole that is taller or stronger than needed to remedy the preexisting violation, and that allows for Comcast’s additional new attachment. Chairman Carr celebrated the “first-of-its-kind”³ RBAT Order as an important element of his [Build America Agenda](#), noting that the “Commission’s action helps resolve a dispute that had slowed down and would have added deployment costs for BEAD-funded projects in Virginia.”⁴

Yet, APCo continues to apply the methodology rejected by the Commission by charging Comcast a minimum of 20% of all pole replacement costs — and possibly much more, including up to 100% of the full cost of such pole replacement — which is squarely at odds with the express holdings of the Order and far in excess of the incremental costs permitted under the Commission’s rules and Order.

Comcast has calculated that, at most, the incremental cost of a *bare pole* attributable to it as a new attacher under the Order is \$100. Comcast does not believe there is any incremental *installation* cost attributable to it under the Order for installing a taller or stronger pole, and APCo has not identified any such incremental installation cost. As a result, APCo’s latest cost allocation policy suffers from the same fundamental flaws the Commission previously cited in rejecting APCo’s prior policy, by imposing an arbitrary percentage of total pole replacement costs on the new attacher rather than limiting charges to the incremental costs directly caused by the new attachment.

Although Comcast believes the incremental costs attributable to it under the Order do not exceed \$100 per pole, it wishes to avoid protracted pole-by-pole disputes with APCo or other pole owners that would mire the parties and Commission staff in recurring cost allocation disputes. Rather, Comcast wants to focus on expedited deployment of broadband to many Americans. Time is of the essence, as Comcast is facing looming deadlines for various broadband deployments in Virginia and elsewhere that cannot proceed unless and until APCo is directed to conform its policy on pre-existing violations to the Order. ***More generally, if this issue is not resolved soon and other pole owners follow APCo’s lead, APCo’s policy will significantly increase the costs of, and delays to, broadband deployment across the country.***

³ FCC News Release, *FCC Issues Precedent-Setting Order Under Expedited Review Process for Pole Attachment Complaints* (Feb. 5, 2026).

⁴ *Id.* The Chairman’s statement continues: “Today’s action shows that the FCC’s new RBAT and Accelerated Docket procedures are a powerful tool to resolve disputes quickly. This crucial new FCC process is now officially standing by to resolve these matters so we can get busy connecting American homes and businesses.” *Id.*

This would imperil many planned buildouts, including those under the BEAD program, which both the FCC and Administration have clearly said is a national priority that should be streamlined in every way possible.

In the interest of resolving this matter as quickly as possible, Comcast requests that the RBAT schedule a status conference for the parties at its earliest convenience so that it may hear from both parties and consider additional remedies and enforcement action. If the meeting does not result in a voluntary resolution of the current dispute, Comcast asks the Commission to affirm that APCo's latest cost allocation policy violates the Order and to provide additional direction to ensure APCo promptly complies with the Order's terms, as set forth below.

B. Summary of Facts

Following issuance of the Order, Comcast anticipated it would receive invoices for make-ready estimates for poles with preexisting violations that allocated costs as directed by, and consistent with, the Order, based upon the specific circumstances relating to each needed pole replacement.⁵ Instead, despite good faith attempts by Comcast to agree on a cooperative approach to cost allocation that would be consistent with the Commission's Order, APCo insists on continuing its approach — rejected in the Order — of allocating to Comcast a percentage of the total cost of the pole replacement that far exceeds the incremental cost total required by the Order.

Specifically, on April 6, 2026, counsel for APCo provided Comcast form letters that APCo contractors will use to send estimates to both the preexisting violator and to Comcast as a new attacher.⁶ As reflected in the form letters, APCo plans to impose upon Comcast at least 20% of the entire cost of the pole replacements.⁷ APCo subsequently advised Comcast that its proposed 20% rate is not a "ceiling" on Comcast's responsibility, and it may seek to impose a higher cost allocation in the future, even if the preexisting violator remains on the pole.⁸

⁵ Order ¶ 47.

⁶ Copies of the form letters are attached hereto as Exhibit A (letter to new attacher) and Exhibit B (letter to existing violator).

⁷ Exh. A. The form letter to the new attacher also puts the attacher on notice that APCo will seek to recover 100% of the pole replacement costs through a true-up invoice if the existing violator decides not to attach to the new pole. The letter also anticipates imposition of additional, but unclear costs, such as "Overhead Make Ready Cost" and "Existing Make Ready Cost," which appear to be separate from "Make Ready Cost." Exh. A. These separate line items do not appear in the form letter to the preexisting violator. Exh. B. As a result, it appears that the costs imposed on Comcast may be even higher than 20% of the full cost of replacing the pole. Comcast has requested clarification of these line items but has received no response.

⁸ See April 10, 2026 email from David Robinson, APCo Director District Regional Operations, to Alex Hodjatzaeh (Attached hereto as Exhibit C). Indeed, Mr. Robinson's email, which

Moreover, as noted above, APCo has also made clear that it will seek to impose 100% of the cost of the pole replacement on Comcast if the preexisting violator does not attach to the pole — even though the new pole replacement was caused by its violating attachment.⁹

APCo's latest demands suffer from the same fundamental flaws that caused the Commission to reject APCo's previous policy, under which it sought to require new attachers to pay 100% or at least 50% of the cost of replacing poles with preexisting violations on them. Comcast is thus left with no choice but to return to the RBAT and request assistance in getting APCo to comply with the directives in the Order.¹⁰

C. The Commission's Order in this Case Rejected APCo's Arbitrary Allocation of a Percentage of Full Pole Replacement Cost

In the Order, the Commission found that APCo's policy of requiring new attachers to pay up front the full cost of pole replacements for poles with preexisting third-party violations, or at least 50% of the entire cost, is "unjust and unreasonable under Section 224(b)(1) of the Act" and violates Sections 1.1411(e)(4) and 1.1408(b) of the Commission's rules.¹¹ The Commission emphasized that under its rules, "pole owners cannot saddle new attachers with the costs of remedying violations that existed before the new attachers sought access."¹² The Commission accordingly reaffirmed that a new attacher "is responsible only for actual costs incurred to accommodate its attachment"¹³ and that any costs associated with bringing poles or third-party

responds to Comcast's request to expedite issuance of invoices under APCo's new 20% allocation, appears to be retaliatory, stating "if Comcast later contends in an FCC or court proceeding that 20% is too much, we will be contending that 20% is not enough. Just wanted to make sure that is clear as we both move forward." *Id.*

⁹ Exh. A ("If the party in violation removes its attachment prior to the pole replacement, then the true-up final invoice sent to [Comcast] will include the remaining 80% of the pole replacement cost, along with any additional costs related to rock conditions, flagging, or other unknowns that are identified during construction.").

¹⁰ Order ¶ 49 ("Third, to the extent Comcast disagrees with APCO's cost allocation methodology, it may seek additional relief from the Commission, including RBAT mediation.").

¹¹ *Id.* ¶ 50.

¹² *Id.* ¶ 25.

¹³ *Id.* ¶ 23 (quoting *Accelerating Wireline Broadband Deployment By Removing Barriers to Infrastructure Investment*, Third Report and Order and Declaratory Ruling, 33 FCC Rcd 7705, 7766-67, ¶ 121 (2018)).

equipment into compliance with safety standards must be borne by the entity or entities that caused the violation — not by the new attacher.¹⁴

Critically, the Commission rejected APCo’s methodology of allocating to the new attacher a percentage of the full cost of a replacement pole (at that time 50%), stating “we also reject the cost allocation method that underlies APCO’s policy.”¹⁵ The Commission explained that “APCO’s position fails to harmonize properly sections 1.1411(e)(4) and 1.1408(b)” because under APCo’s policy, the new attacher would still be paying “half of the *full* replacement costs of a new pole.”¹⁶ The Commission explained that “those full pole replacement costs include the costs of remediating the existing violations on a pole,” and section 1.1411(e)(4) “unambiguously provides that utilities ‘may not charge’ new attachers the costs to bring such a pole into compliance with safety violations caused by third parties.”¹⁷

The Commission also made clear that it was rejecting APCo’s methodology, not merely its choice of a 50% allocation, stating that APCo’s “logic and reading of Section 1.1408(b) to require an even split in all cases . . . is oversimplistic.”¹⁸ To the extent APCo’s policy sought to split pole replacement costs 50/50 between Comcast and the preexisting violator (if APCo were able to recover the 50% from the preexisting violator), the Commission found that “the remaining half of the costs that Comcast [would have to pay] *improperly includes costs that were incurred to remedy the violation*,” because those remediation costs cannot lawfully be allocated to the new attacher under Sections 1.1408(b) and 1.1411(e)(4).¹⁹

D. APCo’s Updated Cost Allocation Policy Violates the Order

This same analysis applies to APCo’s purported updates to its cost allocation policy. As noted, the Commission’s Order left no doubt that, under Sections 1.1411(e)(4) and 1.1408(b), Comcast can be charged only “the *incremental costs* associated with installation of a pole that is taller or stronger than needed to remedy the preexisting violation, and that allows for its additional new attachments.”²⁰ But APCo’s revised policy attempts to allocate to Comcast at

¹⁴ *Id.* ¶¶ 26-27; *see also id.* ¶ 30 (“Rather than seeking the full pole replacement costs up front from the new attacher, APCO should instead be pursuing remedies against the violative attacher, including, for example, seeking to recover the pole replacement costs from the existing attacher that caused the violation.”).

¹⁵ *Id.* ¶ 43.

¹⁶ *Id.* ¶ 44 (emphasis in original).

¹⁷ *Id.* ¶ 44.

¹⁸ *Id.* ¶ 45.

¹⁹ *Id.* ¶ 44, n. 119 (emphasis added).

²⁰ *Id.* ¶ 40 (emphasis added).

least 20% of the total costs APCo incurs to purchase and install new poles to remedy preexisting violations on existing poles, without regard to the actual incremental costs incurred to accommodate Comcast's pole attachments. While the Commission acknowledged that APCo need not "allocate the costs with perfect accuracy,"²¹ APCo cannot identify any basis for concluding that 20% of the entire pole replacement costs is commensurate with the incremental costs properly allocable to Comcast under the Order and will not improperly shift to Comcast any of the costs of remedying the preexisting pole violation. The Commission "emphasize[d] that [APCo] may not arbitrarily allocate costs, or seek to shift the costs of remediation of preexisting violations to Comcast,"²² yet that is precisely what APCo is (again) seeking to do.

Making matters worse, although APCo's form notice is ambiguous, it appears that APCo is not only demanding 20% for the full cost of the pole replacement, but also layering on separate line items for *additional* make-ready costs that could be charged to Comcast. Moreover, APCo's April 10, 2026 email states that "[i]t may go without saying but our initial allocation of 20% to Comcast as the new attacher is without prejudice to our right to later seek additional money from Comcast even if the preexisting violator transfers to the new pole (but where APCo is unable to recover the remaining 80% from the preexisting violator)."²³ ***This most recent communication indicates that APCo intends to seek payment from Comcast based entirely on what APCo may or may not recover from the violator, without limitation to the incremental costs allocable to Comcast.*** These communications from APCo confirm that APCo's policy for remedying preexisting violations not only includes an arbitrary 20% allocation of total replacement costs, but also calls for the unlawful imposition of additional costs on new attachers that far exceed incremental costs caused by the new attacher.

Further, APCo's intent to charge Comcast "the remaining 80% of the pole replacement cost, along with any additional costs related to rock conditions, flagging, or other unknowns that are identified during construction" if the preexisting violator removes its attachment prior to the pole replacement violates the Commission's Order and rules.²⁴ The Commission already denied APCo's attempt to impose 100% of the pole replacement cost on new attachers based upon the assumption that a preexisting violator could remove its attachment. APCo argued that if this scenario came to be, "a pole replacement would only be needed to accommodate Comcast."²⁵ The Order expressly rejected this view.²⁶ As the Commission explained, APCo's policy was "directly at odds with authorities prohibiting utilities from imposing the full cost of a pole

²¹ *Id.* ¶ 47 n. 124.

²² *Id.*

²³ Exh. C.

²⁴ Exh. A.

²⁵ Order ¶ 28.

²⁶ *Id.* ¶ 29.

replacement on a new attacher when a preexisting violation necessitates replacement ‘*at the time a request for a new or modified attachment is made.*’²⁷ What an existing attacher chooses to do after it is notified its attachment is causing a violation does not change the fact that the preexisting violation alone necessitates the pole replacement at the time the new attacher made its request to attach to the pole. The relevant time is when the application is made, not what the violator may do in the future, as the Order makes clear.²⁸

In its Order, the Commission provided the following example to illustrate its ruling: A preexisting violation on a 35-foot pole could be remediated with a new 37-foot replacement pole, but the utility purchases and installs a 40-foot replacement pole, which is the next taller pole size actually available.²⁹ In that hypothetical, the Commission states that Comcast could be billed the difference in costs between installing a 37-foot pole and installing a 40-foot pole because it benefits directly from the additional 3 feet of space. In a second example, the Order explains that if it costs the pole owner \$5,000 to install a 45-foot replacement pole to remedy a preexisting violation, but the pole owner purchases a 50-foot pole for \$5,500 to accommodate a new attacher that cannot fit on the 45-foot pole, the new attacher should pay \$500 – i.e., “the difference between the full costs to install a 50-foot pole and the full costs to install a 45-foot pole.”³⁰

Applying these Commission examples and the ruling in the Order, Comcast should be required to pay only (1) the incremental cost of the additional feet of a new bare pole, or in the case of a higher class of pole, the incremental cost of the additional strength, that is directly caused by the additional length or strength of pole necessary to accommodate Comcast’s new attachment; and (2) the incremental amount, *if any*, of the costs incurred by the pole owner to *install* the new pole that the pole owner demonstrates are in *addition to* the installation costs necessary to remedy the preexisting violation. In other words, before APCo can allocate *installation* costs to Comcast for the pole replacement, it must demonstrate that there is a measurable, incremental difference in cost between installing the pole necessary to remedy the preexisting violation and any additional pole height or strength to accommodate Comcast’s attachment. As explained below, APCo’s 20%+ preexisting violation policy exceeds these

²⁷ *Id.* (emphasis added) (quoting *Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Inv.*, Declaratory Ruling, 36 FCC Rcd 776, 780-81, ¶ 8 (2021)).

²⁸ *Id.* (“At the time that Comcast sought access to the poles in dispute, the poles had a preexisting violation, and the attachment or attachments that were causing the violation remained on the pole. Given this reality, it is unreasonable for APCO to assume that those attachments might be removed and look to Comcast, as a new attacher, to fund the full cost of a replacement pole.”).

²⁹ Order ¶ 39.

³⁰ *Id.* ¶¶ 37-38. The Commission emphasized that there was no data in the record regarding either specific or even generalized costs for pole replacements. *Id.* n.125. Accordingly, the \$500 difference in cost identified by the Commission was purely illustrative.

incremental costs in all cases and is thus squarely inconsistent with the Commission's Order.

Incremental Costs for New Bare Pole to Accommodate New Attacher. Comcast has evaluated the cost of a typical bare pole and believes the following is an appropriate calculation of the incremental cost that can be imposed on Comcast. Using the example of an existing 35-foot pole that needs to be increased to 40 feet to remedy a preexisting violation and accommodate a new attacher, Comcast's understanding is that a 40-foot bare pole costs approximately \$1,000, on average.³¹ Thus, the per-foot cost of bare pole is \$25 (i.e., \$1,000 / 40 feet). Using the Commission's example, where the preexisting violation requires two of the extra five feet, although Comcast would occupy only one foot of the extra three feet not used by the preexisting violator, we nonetheless assume conservatively that the incremental cost of bare pole attributable to Comcast is \$75 (i.e., \$25 x 3 feet).

Comcast recognizes that it would be difficult to administer a process in which APCo must identify on a pole-by-pole basis the amount of the new pole that is necessary to remedy the preexisting violation (and attributable to the preexisting violator). Accordingly, Comcast proposes a compromise in which Comcast will assume that the preexisting violator requires only one-foot of the new five feet of pole, and Comcast will pay the cost of four feet of bare pole (\$100) for any pole that requires replacement to remedy a preexisting violation and to which Comcast attaches, *regardless* of the amount of the new pole actually required to cure the preexisting violation *and even if Comcast occupies only one foot of the new taller pole and thus arguably should only be assessed \$25 as its allocable incremental cost share.*³²

For situations where remedying the preexisting violation requires additional capacity — such as an upgrade from a Class 4 to a Class 3 pole — a similar incremental cost allocation could be used: A 40-foot Class 4 southern yellow pine pole costs approximately \$775, and a 40-foot Class 3 southern yellow pine pole costs approximately \$900 (a difference of \$125).³³ Using the same methodology of allocating by the number of feet occupied, the incremental cost to Comcast would be, at most, \$100.

Incremental Costs for Installation of New Taller or Stronger Pole. According to information communicated to Comcast by APCo during this process, the average full pole replacement cost is approximately \$8,000 per new replacement pole. The issue that drives that total cost to significantly exceed the cost for the bare pole is the *installation* cost — *i.e.*, the cost

³¹ See, e.g., <https://www.ledlightingsupply.com/light-poles/poles-by-height/40-foot-light-poles>.

³² The presumption that an attachment such as Comcast's will occupy only one foot of pole space is reflected in the Commission's pole rules. See 47 C.F.R. § 1.1410.

³³ See, e.g., <https://www.ledlightingsupply.com/light-poles/poles-by-height/40-foot-light-poles>. Even if the increase is to a Class 2 pole, the cost would be \$990, creating an incremental difference of only \$215. *Id.* Comcast further notes that these are costs available at retail on the Internet. Presumably, APCo's wholesale cost at bulk is even lower.

incurred to actually install the new pole in the ground by a group of workers tasked with doing so professionally and in compliance with all applicable codes and requirements to ensure a sturdy and safe installation. Before APCo can allocate *installation* costs for the pole replacement, however, it must demonstrate that there is an incremental difference in cost between installing the pole necessary to remedy the preexisting violation and any additional pole height or strength to accommodate Comcast’s attachment. As the Order explained, new attachers “can be charged the incremental costs associated with installation of a pole that is **taller or stronger than needed to remedy the preexisting violation**, and that allows for its additional new attachments.”³⁴ The Commission’s Order in this case also makes clear that installation costs for the replacement of the pole, to the extent the taller or stronger pole was “necessitated solely” to remedy the preexisting violation, are not “incremental costs” attributable to Comcast.³⁵

Comcast does not understand there to be *any* difference in the installation cost between a 35-foot and 40-foot pole, a 40-foot pole and 45-foot pole, or a 45-foot and 50-foot pole, or between a Class 4 and Class 3 pole. Although the hole dug (by a machine typically) may be slightly deeper or wider by a few inches, Comcast does not understand there to be any material difference in the time or crew size. And, as noted, APCo has not provided Comcast evidence of a difference in installation costs that would constitute the incremental costs from installation of the new pole that could be allocated to Comcast. As such, under the Order, the entire cost of installation is incurred for, and should be solely allocated to, remedying the preexisting violation.

³⁴ Order ¶ 40 (emphasis added); *see also id.* ¶ 35 (“Cost causation and cost sharing principles require a new attacher to pay incremental costs that enable it to attach its equipment, but preclude it from being charged *any* of the costs needed to remedy preexisting violations.”) (emphasis added); *id.* ¶ 2 (“We hold that, as to the poles at issue, Comcast is obligated to pay only the incremental increase in the costs of a stronger and/or taller pole needed to enable its new attachment. . . .”); *Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, Fourth Report and Order, Declaratory Ruling, and Third Further Notice of Proposed Rulemaking, WC Docket No. 17-84, ¶ 48 (2023) (“[W]e agree with USTelecom that, based on cost causation principles, ‘the prospective attacher is responsible for the incremental cost of a taller or stronger pole needed to support its new facilities, not the cost to replace the defective or deteriorated pole with an equivalent-sized replacement pole’ since the new attachment request solely necessitates the need for an incrementally taller or stronger pole. ***We also clarify, as requested by Crown Castle, that the prospective attacher is generally not responsible for the make-ready costs associated with installing the replacement pole in this scenario, unless the utility can sufficiently document that there are incremental make-ready costs specifically associated with having to install a stronger or heavier pole to accommodate the new attachment***, in which case the utility is permitted to charge the prospective attacher for such incremental make-ready costs.”) (emphasis added).

³⁵ Order ¶ 37 n.100; *id.* ¶ 38.

In short, based on the two components of new pole replacement to remedy a preexisting violation — *i.e.*, the cost of the bare pole and the installation costs — and the fact that there are few if any additional incremental installation costs that can be attributable to the new attacher, the \$100 incremental cost explained above is plainly a reasonable amount to allocate to Comcast based on the Order. In contrast, APCo’s policy would arbitrarily allocate a much higher cost to Comcast and all other new attachers under its assignment of at least 20% of total replacement costs. For example, using the average cost of approximately \$8,000 for a pole replacement, including installation, that APCo has communicated to Comcast, this 20% policy would charge Comcast and other new attachers at least \$1,600 for every new pole — far exceeding the \$100 estimate of incremental costs explained above.

E. Request for Relief

Comcast does not bring this matter back to the RBAT lightly. It has made significant attempts to negotiate resolution of the dispute with APCo and remains open to such resolution. However, APCo has rejected every reasonable effort to resolve this dispute.

Given the critical and time-sensitive nature of the construction work Comcast needs to perform — and the fact that a number of pending and future broadband buildouts, including those under federal subsidy programs — will likely miss deadlines if there is no definitive and expeditious resolution of this dispute,³⁶ Comcast has agreed to pay APCo’s 20% allocation demand under protest, and without waiving its right to seek refunds under the Commission’s rules,³⁷ to assure the necessary work is timely performed. This will allow make-ready work to proceed and enable Comcast to provide broadband connectivity to many unserved and underserved consumers in Virginia. Comcast’s willingness to pay under protest underscores the need for prompt resolution of this issue. Acceding to APCo’s unreasonable and unlawful demand to pay at least 20% of total pole replacement costs will very quickly adversely affect, and likely derail, Comcast’s ongoing deployments in other areas of Virginia and other states where APCo’s policy is expected to apply (such as West Virginia and Ohio).

³⁶ There are two subsidy projects with December 31, 2026, deadlines that Comcast could miss absent paying under protest — a Virginia Telecommunications Initiative in Botetourt County and an American Rescue Plan Act (ARPA) grant in West Salem. ***While paying under protest should allow Comcast to meet these two project deadlines, paying under protest at a significantly higher cost than expected (or permissible under the FCC’s Order) for upcoming BEAD or other broadband deployment projects is not sustainable long-term, which is why we need expeditious resolution of this dispute.***

³⁷ See 47 C.F.R. § 1.1407 (providing that the FCC may order a “refund” or “payment” if it finds that the paid pole rates are unjust and unreasonable); see also 47 C.F.R. § 1.723 (allowing a complaining party to seek damages).

Comcast firmly believes its \$100 incremental cost estimate above is more than reasonable, especially since it would pay for more feet of the bare pole than Comcast would actually need or use as a new attacher, and since there would be no incremental costs to install a slightly taller or stronger pole to accommodate Comcast as a new attacher. Nonetheless, Comcast recognizes the value to both parties of a voluntary agreement that allows the parties to resolve their dispute over the proper cost sharing allocation for replacement of poles with preexisting violations. Accordingly, Comcast respectfully requests the RBAT to schedule a status conference, at its earliest convenience, to hear from the parties and explore whether it is feasible to establish a cost allocation methodology acceptable to both parties. In the event there is no voluntary resolution of the dispute, Comcast respectfully asks the Commission to promptly issue an order holding:

- (a) APCo's allocation to Comcast of 20% of all new pole replacement installation costs under its revised preexisting violation policy violates and conflicts with the Order;
- (b) APCo must "cease and desist" from imposing its unlawful 20% charge, as it stands in violation of the Commission's determinations;³⁸ and
- (c) APCo may charge Comcast only \$100 for the cost of bare pole and may not charge Comcast installation costs for pole replacements performed to cure preexisting violations absent clear, substantiated, and verified evidence produced by APCo that there are identifiable, incremental costs of installation that were caused *solely* by installation of the taller or stronger pole to accommodate the new attacher and not at all to remedy the preexisting violation.

We thank you for your consideration of and attention to this important matter. Comcast stands ready to work with you as soon as practicable to bring this issue to an expeditious resolution, and to continue our substantial broadband deployments in Virginia and other states to many unserved and underserved American households.

Respectfully submitted,

/s/ T. Scott Thompson

T. Scott Thompson

cc (via email): Eric Langley, counsel for AEP

³⁸ See 47 U.S.C. § 224(b) ("For purposes of enforcing any determinations resulting from complaint procedures established pursuant to this subsection, the Commission shall take such action as it deems appropriate and necessary, including issuing cease and desist orders, as authorized by section 312(b) of this title.").

Exhibit A



Date: [Enter Today's Date]

[Insert Attacher Company]
[Insert Attacher Contact Name]
[Insert Attacher Co. Address]
[Insert Attacher Co. Address]

Re: PROPOSAL No: [Insert PDS Proposal Number]

Dear [Insert New Attacher Company Name]:

[Insert Engineering Company Name] is a contractor working for [Insert AEP Operating Company Name], performing engineering work on your pole attachment proposal referenced above.

Please be advised that during a recent field inspection of the above-listed proposal, [Insert Engineering Company Name] determined that one or more poles in the proposal (as referenced in the enclosed remedy reports) currently host an attachment that violates the NESC and/or [Insert AEP Operating Company Name] standards. With respect to those poles, the poles would still lack capacity to accommodate your company's proposed attachment due to a lack of adequate clearance and/or loading capacity even if the attachment in violation was removed from the pole.

The initial costs listed below and to be paid by [Insert New Attacher Company Name] include 20% of the cost of make-ready pole replacements for the pole described above. The party in violation is being notified that it must remove its attachment from the poles at issue. If the party in violation does not remove its attachment by the time of the pole replacement, then the party in violation will be assessed the remaining 80% of the cost of such pole replacements.

If the party in violation removes its attachment prior to the pole replacement, then the true-up final invoice sent to [Insert New Attacher Company Name] will include the remaining 80% of the pole replacement cost, along with any additional costs related to rock conditions, flagging, or other unknowns that are identified during construction.

Attached are drawings and/or sketches indicating the construction work required.

➤ [Insert New Attacher Company Name] **Make Ready Costs:**

Permit Cost:	\$ [Enter Cost]		
Make Ready Cost:	\$ [Enter Cost]	W Work Order #	[Enter W WO #]
Overhead Make Ready Cost:	\$ [Enter Cost]	Overhead Work Order #	[Enter OH WO #]
Existing Make Ready Cost:	\$ [Enter Cost]	Overhead Work Request #	[Enter OH WR #]

If you wish to accept the above estimated initial make-ready costs, please reply to the [Insert Engineering Company Name] email address from which you received this letter stating that your company accepts the above estimate within fourteen (14) days of the date of this letter. By accepting this estimate, [Insert New Attacher Company Name] is also



accepting potential true-up of 80% of the pole replacement costs in the event the party in violation removes its attachment from the poles described on page 1 of this letter prior to the replacement.

IF YOU FAIL TO ACCEPT THIS ESTIMATE WITHIN 14 DAYS OF THE DATE OF THIS LETTER, THE ABOVE ESTIMATE WILL BE AUTOMATICALLY WITHDRAWN AND THE PROPOSAL CLOSED.

If your company accepts the above estimate, [Insert AEP Operating Company Name] will subsequently send your company an invoice for the amount listed above. A “true-up” invoice may be generated by [Insert AEP Operating Company Name], as necessary, if additional costs related to rock conditions, flagging, or other unknowns are identified during construction. Further, as set forth above with respect to those poles described in page 1 of this letter, if the party in violation removes its attachment prior to the pole replacement(s) then [Insert New Attacher Company Name] will be sent a true-up final invoice that includes the remaining 80% of such pole replacement costs

- **Clerical and Administrative Costs.** You will receive a separate invoice from [Insert AEP Operating Company Name] for the following engineering, right-of-way/administrative, clerical, and related costs incurred in processing your pole attachment proposal by [Insert AEP Operating Company Name] regardless of your decision to proceed with the make ready work.

Right of Way Cost:	\$ [Enter Cost]
Estimated Engineering Cost:	\$ [Enter Cost]
Administrative, Clerical and Related Costs:	\$ TBD

If you decide not to proceed with make-ready work, or if you fail to accept the above estimate within fourteen (14) days of the date of this letter, but desire to attach to these poles in the future, a new Proposal and associated charges will be required.

If you have any questions regarding this letter, please contact [Insert Engineering Company Contact and Phone Number].

Sincerely,

[SIGNATURE]

Exhibit B



Date: [Enter Today's Date]

[Insert Attacher Company]
[Insert Attacher Contact Name]
[Insert Attacher Co. Address]
[Insert Attacher Co. Address]

Re: **EXISTING VIOLATION(S) FOUND**
PROPOSAL No: [Insert PDS Proposal Number]
Violation of NESC or [Insert AEP Operating Company Name] Standards

Dear [Insert Existing Attacher Company Name]:

This letter is to inform [Insert Existing Attacher Company Name] of violation(s) of the NESC and/or [Insert AEP Operating Company Name] standards found while performing engineering work on the above pole attachment proposal from [Insert New Attaching Entity Company Name]. The enclosed remedy report and sketches identify the pole(s) at issue by location and provide a description of your company's violation(s).

As noted in the enclosed remedy report, there is insufficient capacity on certain existing pole(s) identified above to rearrange your company's existing attachment(s) in a way that would correct the violation(s). **If you wish to remain attached, the existing pole(s) will need to be replaced.**

You have two options: (1) you can remove your existing attachment(s) within thirty (30) days of the date of this letter, in which case you will have no responsibility for the cost of the pole replacement; or (2) you can maintain your attachment by sharing in the cost of a make-ready pole replacement with [Insert New Attaching Entity Company Name] as set forth below.

If your attachment remains on the existing pole more than thirty (30) days after the date of this letter, [Insert AEP Operating Company Name] will deem [Insert Existing Attacher Company Name] as having chosen option (2) above and [Insert Existing Attacher Company Name] will be invoiced for 80% of the cost of such pole replacement(s), which is reflected in the estimate below. The remaining 20% will be paid by [Insert New Attaching Entity Company Name].

Attached are drawings and/or sketches indicating the construction work required. If you choose option (2) (which will be the case if your attachment remains on the existing pole more than 30 days from the date of this letter), you will receive notice when it is your turn to transfer to the new pole.

The estimate below reflects your portion of the cost of the work identified during the field inspection of the above-listed proposal to correct the existing violation(s) caused by your attachment(s). This amount includes the 80% share of costs for pole replacements should your attachment remain on the applicable poles more than 30 days after the date of this letter.



Please respond to *[Insert Engineering Company Name]* that you accept these costs and an invoice will be sent for the violation costs outlined below.

Violation Correction Cost: \$ [Enter Cost]

W Work Order # [Enter W WO #]

Overhead Work Order # [Enter OH WO #]

Overhead Work Request # [Enter OH WR #]

If you have any questions regarding this letter, please contact *[Insert Engineering Company Contact and Phone Number]*.

Sincerely,

[SIGNATURE]

Exhibit C

Garvin, Jonathan

From: David P Robinson <dprobinson2@aep.com>
Sent: Friday, April 10, 2026 12:26 PM
To: Hodjatzadeh, Alex
Subject: [EXTERNAL] Important: Make Ready Invoices W. Salem & Botetourt

Alex,

In my earlier email to you I neglected to address the point you made about payment under protest and reservation of rights. We understand your position on this, and Eric Langley shared with me Scott Thompson's message to that effect. It may go without saying but our initial allocation of 20% to Comcast as the new attacher is without prejudice to our right to later seek additional money from Comcast even if the preexisting violator transfers to the new pole (but where APCO is unable to recover the remaining 80% from the preexisting violator). Said another way, if Comcast later contends in an FCC or court proceeding that 20% is too much, we will be contending that 20% is not enough. Just wanted to make sure that is clear as we both move forward. I didn't want you to be under the false impression that 20% was a "ceiling" on Comcast's potential responsibility when the preexisting violator transfers to the new pole. Our preference was to reach a mutual agreement on this for the benefit of both parties but, as you know, that was not in the cards.

From: David P Robinson
Sent: Thursday, April 9, 2026 9:21 AM
To: Hodjatzadeh, Alex <alex_hodjatzadeh@comcast.com>
Subject: FW: Make Ready Invoices W. Salem & Botetourt

Alex,

Our Roanoke team, in coordination with the Joint Use group, will work to provide invoices for the three proposals referenced. While we understand the critical nature of these projects, please keep in mind that we were prepared to begin this work several months ago with a True-Up that Comcast ultimately rejected (on guidance from your legal counsel). Since then, our designers have moved on to other assignments; however, we will make every effort to expedite the preparation of these invoices.

Additionally, please send me the proposal numbers associated with the invoices for which you indicated payments in the mail during our earlier conversation.

Thank you for your attention to these items.



DAVID P ROBINSON | DIR DIST REGION OPERS
DPROBINSON2@AEP.COM | D:304.348.4161 | C:304.561.7660
200 ASSOCIATION DRIVE, CHARLESTON, WV 25311

From: Hodjatzadeh, Alex <Alex_Hodjatzadeh@comcast.com>
Sent: Thursday, April 9, 2026 8:50 AM
To: David P Robinson <dprobinson2@aep.com>
Subject: [EXTERNAL] Make Ready Invoices W. Salem & Botetourt

David,

I understand AEP is working with its vendors to prepare new invoices for make-ready work for poles with preexisting violations that require pole replacement to remedy the preexisting violation, and that the invoices will allocate 20% of the pole replacement cost to Comcast as new attacher. Given Comcast's deployment commitments, it is critical that Comcast get these new invoices this week, and we ask in particular that the higher priority be given to the following three projects:

Project	Application
Botetourt	2025-014-1320
Botetourt	2025-014-1321
W. Salem	2025-014-1282

Comcast has communicated, via its attorneys, that it believes the 20% allocation conflicts with FCC rules and the FCC's recent ruling. Subject to its objections and without waiving its right to seek refunds of what Comcast believes are overpayments, Comcast will pay the invoices under protest and with full reservation of its rights to challenge the cost allocation.

Thank you in advance for your prompt attention to this matter.

Alex