

**Before the  
Federal Communications Commission  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Accelerating Wireline Broadband Deployment	)	WC Docket No. 17-84
by Removing Barriers to Infrastructure	)	
Investment	)	

**Comments of WTA – Advocates for Rural Broadband**

WTA – Advocates for Rural Broadband (“WTA”) submits these comments on some of the issues raised in the Commission’s Fourth Further Notice of Proposed Rulemaking with regard to pole attachments.<sup>1</sup> WTA appreciates the efforts the Commission has made and continues to make to eliminate or reduce broadband deployment obstacles, such as this proceeding.<sup>2</sup> Both broadband providers and utilities would benefit from clearer pole attachment “rules of the road.”

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<sup>1</sup> *Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, FCC 25-38, released July 25, 2025, 90 FR 40993 August 22, 2025 (hereafter cited as “*Further NPRM*”).

<sup>2</sup> WTA is a national trade association representing approximately 400 small, rural local telecommunications carriers. The typical WTA member company serves fewer than 5,000 customers per service area and has fewer than 50 employees. WTA’s members provide voice, broadband and other communications-related services to some of the most remote, rugged, sparsely populated, and expensive-to-serve areas of the United States, and have been at the forefront of providing advanced services to these very difficult to serve territories. Some WTA members own their own poles and provide pole attachments to other entities. Some WTA members have existing attachments on the poles of other entities. Some WTA members will need to make arrangements in the future to attach and extend new lines on the poles of other entities and/or to upgrade their lines and attachments on the poles of other entities. Some WTA members are pole owners, existing pole attachers and/or prospective future pole attachers. But WTA’s members tend to be on the “short end of the stick” in terms of bargaining leverage with the typically much larger, pole-owning utilities.

Ideally, a subject like pole attachments could be handled solely on the basis of contract negotiations between the broadband providers and the pole-owning utilities. However, Congress recognized when addressing pole attachments in the context of the 1996 Telecommunications Act that the historic regulated status of the companies and disparate bargaining powers made it impossible to rely solely on the “free market” to address this issue, leading to the modification of Section 224 of the Communications Act. And that remains the case today, with the Commission (and the States) overseeing pole attachment issues, and relying on a combination of negotiations between the parties, regulatory backstops and dispute resolution procedures. The *Further NPRM* proposes some additional refinements to that scheme.

The *Further NPRM* seeks comment on whether attachers should be required to deploy equipment on poles within 120 days of completion of make-ready work, or at least commence attachment within a specified timeframe.<sup>3</sup> WTA urges the Commission not to adopt any deadlines for completion or even commencement of attachment after the make-ready work is completed. While normally it will be in the attacher’s best interest to complete the attachment as quickly as possible, there could be many reasons for its needing flexibility with regard to the timing of the pole attachments. Other segments of the broadband deployment project could be stalled by delays in necessary approvals for rights-of-way authorizations, authority for railroad crossings or conclusion of environmental and/or historic preservation reviews. Given the various potential permissions that may be necessary, and no guarantees that all of them will happen on schedule, enforcing an artificial deadline on completion of pole attachments without regard to other portions of a project could impose excessive or redundant costs on the

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<sup>3</sup> *Further NPRM* at ¶52.

broadband provider's completion of the whole project. In addition, other factors beyond the broadband provider's control could delay completion of the pole attachments, including things like weather, natural disasters, supply chain interruptions or the unavailability of contracted crews that themselves were delayed by unforeseen problems.

On the other hand, the *Further NPRM* does not explain how, if at all, the utilities are prejudiced by any delays in the broadband provider's completion of the pole attachments after the make-ready work is done so as to justify imposition of an artificial 120-day deadline for completion of the attachments. The *ex parte* letters cited in footnote 206 of the *Further NPRM* simply request imposition of the 120-day deadline, or vaguely refer to avoiding "confusion caused by overlapping make-ready work," or "dissuade attaching entities from inefficient overconsumption of scarce approved contractor resources." The *Further NPRM* also suggests that delays in completing attachments "denies space to other attachers whose applications were filed after those of the attacher at issue."<sup>4</sup> WTA is not sure how often there are instances of overlapping attachment requests. But that can be handled in negotiations by specifying, for example, that any priority in being the first-in-time requester lapses if attachment does not commence and/or be completed within a reasonable, specified time. In contrast, the suggestion that the attacher not meeting the deadline be required to "restart the pole attachment process"<sup>5</sup> would penalize the broadband service provider regardless of the absence of prejudice to the utility or any other pending attacher. WTA thus agrees with USTelecom that imposing a fixed timeline for deployment would instead "increase disputes and eliminate the coordination and

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<sup>4</sup> *Further NPRM* at ¶ 52. Moreover, to the extent that there is space for multiple attachers, any delay by one attacher in deploying does not preclude other attachments.

<sup>5</sup> *Further NPRM* at ¶ 53.

flexibility that is essential to deployment.”<sup>6</sup> WTA urges the Commission to leave the issues of deployment timing post-completion of the make-ready process to the parties rather than imposing by rule an arbitrary deadline -- with the parties having the “backstop” of the Rapid Broadband Assessment Team when needed.

The *Further NPRM* also seeks comment on the timing of payments for make-ready work.<sup>7</sup> WTA agrees with NCTA and Altice that instead of requiring payment of the full estimate up-front, the attachers could be required to make a payment up-front (of 25% or so), with the remainder paid out based on make-ready work progress. That has the advantage of providing the utilities with the incentive to complete the work on-time (or ahead of schedule), while also ensuring that they are not exposed to the risk of doing work without getting paid.

A further advantage to paying on a progress-based method is that the parties will have an understanding of the costs being incurred versus the progress being made so that it should become apparent earlier on if the final cost is likely to exceed the estimate. The *Further NPRM* seeks comment on whether the Commission should impose limits on the amount that final make-ready costs can exceed the utility’s estimate without requiring the utility to have obtained prior approval from the attacher.<sup>8</sup> WTA agrees with the Commission that attachers should not be subject to large “surprise billings,”<sup>9</sup> so that a limit on cost estimate overruns without getting additional approval by the attacher would be good public policy. Likewise, WTA agrees with

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<sup>6</sup> *Further NPRM* at ¶ 52.

<sup>7</sup> *Further NPRM* at ¶¶ 54-56.

<sup>8</sup> *Further NPRM* at ¶ 57.

<sup>9</sup> In the medical field, Congress codified this policy in the No Surprise Act. <https://www.congress.gov/bill/116th-congress/house-bill/3630/text>.

the policies adopted in Utah and New York that would require attachers to pay no more than the actual costs incurred in instances where the estimates for make-ready exceed the costs actually incurred.<sup>10</sup> All of this is facilitated by WTA’s suggestion above that payments for make-ready work occur as progress is made, rather than paid up-front in full when the estimate is provided to the attacher, as requested by the utilities.

Finally, the *Further NPRM* also seeks comment on “[t]o what extent do the fees that utilities charge to file applications and the utilities’ various pre-filing engineering requirements inhibit broadband deployment?”<sup>11</sup> WTA’s members are concerned because some utilities require the potential attacher to commit to pay the costs of determining what the estimated costs of make-ready and attachment will be, without having any idea of what those preliminary “application” fees will be.<sup>12</sup> The utilities have no incentives to keep those costs at reasonable amounts when they perform that work internally, and the problem is exacerbated when they employ outside consultants -- who have incentives to “run up the bill” as much as possible -- while the utilities have no incentive to monitor the consultants, because the utilities will be passing along those charges to the potential attacher. Unless there is some limit on the reasonableness of those “application fees,” the potential attachers will be reluctant to explore

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<sup>10</sup> *Further NPRM* at ¶ 57.

<sup>11</sup> *Further NPRM* at ¶ 103.

<sup>12</sup> For example, one utility specifies: “Please note that by signing the Proposal or submitting through the AEP JU Portal, the requesting party agrees to pay all of SWEPCO’s fees associated with the request regardless of whether they ultimately attach to SWEPCO’s facilities.”  
[https://www.swepco.com/lib/docs/business/b2b/SWEPCo\\_Pole\\_Attachment\\_Policy.pdf](https://www.swepco.com/lib/docs/business/b2b/SWEPCo_Pole_Attachment_Policy.pdf) at p. 7.

new service deployment or expansions, and as a result the current situation deters broadband deployment.<sup>13</sup>

WTA believes that the public interest would best be served if the Commission further refine its proposed pole attachment regulations as suggested herein. Such actions would help accelerate the deployment of new broadband facilities.

Respectfully submitted,

**WTA – ADVOCATES FOR RURAL BROADBAND**

/s/ Derrick B. Owens  
Derrick B. Owens  
Senior Vice President of Government  
and Industry Affairs  
400 Seventh Street, NW, Suite 406  
Washington, DC 20004  
(202) 548-0202

/s/ Stephen L. Goodman  
Stephen L. Goodman  
Regulatory Counsel  
400 Seventh Street, NW, Suite 406  
Washington, DC 20004  
(202) 607-6756

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<sup>13</sup> With respect to more generalized problems created by the utilities (*Further NPRM* at ¶ 103), one of our members from Washington State indicated:

1. The utility required us to perform engineering on all poles with existing loading and then showing our attachment, which took considerable time and considerable expense—instead of simply comparing our attachment request to their existing load information for each pole. Bottom line, they had not maintained their plant, so they expected us to subsidize getting them the load calculations on their plant at our expense.
2. They did not have engineering of their own, so they made us perform the engineering documentation so that they would have records rather than having their own records and load calculations already in hand
3. If we failed with our documentation, they would not point out specifically what we missed or had incorrect, they would just toss it back in our lap and tell us to try again
4. Their plant was so far out of spec, that when we proposed builds with down-guys and other load mitigation techniques, we still could not get into spec since their plant without our attachment was so far out of spec – so they were expecting us to fix their issues in order to place our facilities.