

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

WIRED OR WIRELESS, INC.,)	CASE NO. AVU-E-25-11
Complainant,)	
)	
vs.)	ORDER NO. 36917
)	
AVISTA CORPORATION,)	
Respondent.)	
)	

On July 17, 2025, Wired or Wireless, Inc. (“WOW”) filed a formal complaint with the Idaho Public Utilities Commission (“Commission”) against Avista Corporation (“Company”) (collectively, the “Parties”). WOW alleged that the Company billed WOW for pole attachments located in the State of Idaho in violation of *Idaho Code* § 61-538, regulations, and orders of the Commission, as well as federal laws and regulations (“Complaint”). Complaint at 1-2. WOW also claimed that the Company had violated WOW’s right to overlash another cable or wire to its existing cables and wires and that the Company had failed to maintain accurate records by failing to conduct periodic pole audits. *Id.*

On August 28, 2025, the Company filed an Answer to the Complaint denying WOW’s allegations (“Answer”). Answer at 1. The Company claimed the Parties’ Joint Use Master License Agreement (“JUMLA”) was terminated and that a lawsuit was filed in the Superior Court of Washington against WOW for breach of contract. *Id.* at 2. The Company believed that the issues presented in the Complaint should be heard by the Washington Superior Court and further argued that the Commission lacked jurisdiction over the matter under *Idaho Code* § 61-538. *Id.* at 4. The Company argued that if the Commission did have jurisdiction, it would derive from *Idaho Code* § 61-514, not *Idaho Code* § 61-538. *Id.* at 5. The Company requested the Commission deny WOW’s request for relief and dismiss the Complaint, allowing the Company to further pursue the breach of contract claims in the Washington Superior Court lawsuit. *Id.* 18-19.

On September 29, 2025, WOW filed a Motion Regarding the Procedural Schedule (“Motion”), requesting the Commission set dates for motions for summary judgement, responses to motions, replies to responses, and oral arguments. Motion at 1-2.

On October 10, 2025, the Company filed a response in opposition to WOW’s Motion (“Motion Response”), arguing the Commission should deny WOW’s proposed procedural schedule and resolve the matter based on the existing record, allowing the Parties to continue the proceedings in the Washington Superior Court. Motion Response at 2.

On November 4, 2025, the Commission issued an Interlocutory Order, granting WOW time to file a responsive pleading, limiting the scope of WOW’s reply to the Company’s Answer. Order No. 36827. The Commission also ordered Commission Staff (“Staff”) to convene a meeting with the Parties to discuss the issues raised in the Complaint and Answer, and to report to the Commission regarding any progress made. *Id.*

On November 25, 2025, WOW responded to the claims and allegations raised by the Company in its Answer (“Response”).

On December 31, 2025, Staff filed a Compliance Filing, reporting that no progress was made towards resolution between the Parties while meeting with Staff. Staff Compliance Filing at 1.

Based on our review of the record, the Commission now issues this Final Order dismissing the Complaint.

BACKGROUND

UNDISPUTED FACTS

WOW is a telecommunications provider, operating in Hope and Clark Fork, Idaho, with at least 561 pole attachments on the Company’s poles. Complaint at 4, Answer at 9. In 2009, the Parties signed a JUMLA that governed WOW’s pole attachments. Complaint at 6, Answer at 9. The JUMLA provided terms and conditions governing pole attachment charges and pricing. Complaint at 6, Answer at 10. The JUMLA classified WOW as a cable television provider, entitling WOW to the cable rate for its pole attachments. Answer at 1, Response at 13.

The Parties have since terminated the JUMLA and the Company has filed a lawsuit in the State of Washington alleging WOW is in breach of contract. Answer at 2, Response at 3. In March 2025, WOW filed a request for the Rapid Broadband Assessment Team (“RBAT”) with the

Federal Communications Commission (“FCC”) to review the issues. Answer at 5, Response at 2-3. The FCC declined to initiate an assessment. *Id.*

DISPUTED FACTS

While the Parties agreed that WOW has at least 561 pole attachments on the Company’s poles, the Company claimed that a 2023 pole audit it performed counted 702 attachments. Answer at 2. Additionally, the Parties provided conflicting interpretations of the language of the JUMLA. Specifically, WOW argued that the pole attachment rates charged by the Company should comply with FCC formulas and all other applicable laws and regulations. Complaint at 6. WOW also claimed that beginning in 2019, the Company used incorrect rate calculations, denied overloading, placed stop-work orders, and failed to maintain accurate pole audits. *Id.*

The Company argued that the allegations listed in WOW’s Complaint were false. Answer at 1. The Company believed WOW made misrepresentations to the Company at the time the JUMLA was negotiated by stating that it was a cable provider and entitled to the cable pole attachment rate, when it was actually a telecommunications provider. *Id.* The Company claimed that despite WOW’s admission in the Complaint that it owes at least \$20.84 per pole attachment, WOW has made no payments to the Company since 2022. *Id.*

JURISDICTION

IDAHO CODE § 61-538

WOW claimed that the Commission had jurisdiction over the matters raised in the Complaint pursuant to *Idaho Code* § 61-538, as updated and in effect as of July 1, 2025. Complaint at 2. Specifically, WOW argued that the Commission had jurisdiction to set the rates between the Parties for pole attachments in the State of Idaho per *Idaho Code* § 61-538(3):

Whenever a public utility and a provider of a telecommunications service or broadband . . . services company are unable to agree on the rates, terms, or conditions for pole attachments or the terms, conditions, or cost of production of space needed for pole attachments, then the commission shall establish and regulate the rates, terms, and conditions [for such attachments].

Id. at 2-3.

Additionally, WOW argued that because the Commission has substantive rulemaking authority under *Idaho Code* § 61-538(5), the Commission may implement the rules of the FCC where Idaho’s substantive rules concerning pole attachments are lacking. *Id.* at 3. WOW further

argued that because the Commission had jurisdiction to implement FCC rules pursuant to *Idaho Code* § 61-538(5), any violations of federal laws and FCC rules and regulation should be considered violations of *Idaho Code* § 61-538. *Id.*

WOW argued that because the FCC’s RBAT declined to commence the RBAT process in this matter, Idaho had reverse preemption jurisdiction over the issues through the Commission. Response at 3. WOW requested that the Commission decide this matter or inform the FCC that the State of Idaho had no jurisdiction over this dispute. *Id.*

WOW believed that the United States Congress intended for telecommunications companies like WOW to have federal protections for pole attachments and that either the Commission or the FCC was required to exercise jurisdiction over the Complaint. *Id.* at 9. WOW argued that if the Commission did not take jurisdiction over the Complaint, there would be a regulatory gap prior to the update of *Idaho Code* § 61-538 on July 1, 2025, offering no protection for telecommunication providers like WOW. *Id.*

WOW believed that if the Commission did not exercise jurisdiction over the Complaint, the Commission would be required to rescind its FCC certification under 47 U.S.C. § 224(c)(2)-(3) to regulate pole attachments and remand jurisdiction of pole attachments in Idaho back to the FCC to regulate. *Id.* at 11. WOW argued that the FCC’s certification of the Commission to regulate pole attachments exists independently of *Idaho Code* § 61-538, giving the Commission exclusive jurisdiction over pole attachments in Idaho. *Id.* at 12.

WOW argued that while the Commission has jurisdiction over the Complaint, it should follow FCC policies. *Id.* WOW believed that Idaho enacted *Idaho Code* § 61-538 in response to the United States Congress’s 1978 enactment of 47 U.S.C. § 224, and therefore the Commission should construe *Idaho Code* § 61-538 consistent with the FCC’s interpretation of 47 U.S.C. § 224. *Id.* at 17. WOW further argued that it is presumed that the Commission applies FCC rules and precedent when adjudicating pole attachment disputes because Idaho has not yet adopted detailed rules and regulations implementing the state’s regulatory authority over pole attachments but is still recognized by the FCC as a certified state regulator. *Id.* at 18.

The Company disagreed with WOW that the Commission had jurisdiction over this matter under *Idaho Code* §61-538. Answer at 3. The Company argued that prior to July 1, 2025, *Idaho Code* § 61-538 only applied to “cable services” companies and did not include “a provider of a

telecommunications service or broadband” as the law does currently. *Id.* Additionally, the Company argued that the Commission’s authority to set rates for pole attachments upon presentation of a dispute under *Idaho Code* § 61-538 is a “prospective power,” not a “retroactive power.” *Id.*

IDAHO CODE § 61-514

The Company believed that the Commission’s jurisdiction over this matter comes not from *Idaho Code* § 61-538, but from *Idaho Code* § 61-514. Answer at 6. Specifically, the Company cited:

Whenever the commission, after a hearing had upon its own motion or upon complaint of a public utility affected, shall find that public convenience and necessity require the use by one (1) public utility of the conduits, subways, tracks, wires, poles, pipes or other equipment...and that such public utilities have failed to agree upon such use or the terms and conditions or compensation for the same, the commission may by order direct that such use be permitted, and prescribe a reasonable compensation and reasonable terms and conditions for the joint use.

Idaho Code § 61-514.

WOW denied the Company’s claim that jurisdiction lies with the Commission under *Idaho Code* § 61-514. Response at 5. WOW argued that *Idaho Code* § 61-514 addressed situations where two public utilities cannot agree on price, terms, or conditions when the utilities must share assets. *Id.* WOW argued that it is not a public utility as defined by *Idaho Code* § 61-129 because the services WOW offers, voice over internet protocol (“VoIP”) and broadband internet access, do not involve circuit-switched telecommunications transmission. *Id.* at 6-7. WOW further argued that while federal and some state regulators have been increasing recognition and regulation of internet protocol (“IP”) based telecommunications services, it would be inconsistent with Idaho law for the Commission to do so. *Id.* at 7-8.

ALLEGED VIOLATIONS

RATE CALCULATIONS

WOW alleged that the Company was required under the JUMLA to comply with FCC formulas and regulations when calculating rates. Complaint at 6. WOW claimed that the Company incorrectly calculated the pole attachment rate under the JUMLA and the FCC’s rate calculation rule, by failing to account for multiple entities attaching to the Company’s 561 poles at issue from

2023 to 2024. *Id.* WOW claimed that the miscalculation led to WOW being overcharged by 322.5%. *Id.* at 7.

The Company stated that the JUMLA did not require “the rates charged by Avista . . . to comply with FCC formulas and all other applicable law and regulations,” and instead stated

- a. Licensee’s installations shall be in accordance with all state and local laws, rules and regulations, including without limitation the National Electrical Safety Code, and with Licensor’s specifications and guidelines as they may from time to time be prescribed by Licensor.
- b. The Parties agree to take all reasonable actions as may be appropriate or required to comply with all laws, rules, and regulations applicable to them jointly or severally by reason of the transactions contemplated by this Agreement.
- c. This Agreement will in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington, except that the laws of the State in which an Attachment is located will apply in the case of any action for unlawful or forcible detainer, ejectment, or similar action to remove Licensee’s Attachments from Licensor’s Poles or Ducts.

Answer at 9.

The Company denied WOW’s allegations and believed that it did use the correct formula, including the appropriate average number of attaching entities in its calculation, but that WOW’s math was incorrect. *Id.* at 10. The Company believed that WOW used the FCC’s current telecom rate formula in its calculation which included a rate multiplier of 0.31 when there are two attaching entities. *Id.* The Company stated that it used the FCC old rate calculation formula which does not include the cost discount. *Id.* The Company believed that the old FCC rate formula results in a more equitable allocation of costs for both its customers and attaching entities and prevents cost shifting to utility customers. *Id.* at 12.

Additionally, the Company argued that if the Commission did have the jurisdiction to set pole attachment rates retroactively, the rate charged by the Company met the “reasonable compensation” requirement of *Idaho Code* § 61-514 because it was calculated using the FCC’s old telecommunication rate formula, which was approved and utilized for many years. *Id.* at 4.

WOW believed that whether the Company used the old or the new FCC rate formula in its calculations was irrelevant because WOW’s attachments were categorized as cable television attachments under the JUMLA. Response at 13. WOW stated that it advised the Company that it

would provide internet access using infrastructure previously owned by cable television companies via e-mail correspondence in September 2009. *Id.* at Exhibit 1. WOW believed that the Company knowingly executed the JUMLA providing WOW cable television pole attachment rates instead of insisting on treating WOW as a telecommunications carrier. *Id.*

WOW argued that if the Company were allowed to impose telecommunications pole attachment rates, it would be a material modification to the JUMLA and would be invalid without mutual assent. *Id.* at 15. WOW noted that while the JUMLA is governed by Washington law, Idaho law is consistent in that a meeting of the minds is required to modify the JUMLA, even if one party acts under a mistake of facts. *Id.* at 16.

OVERLASHING

WOW stated that the FCC's rule, 47 C.F.R. § 1.1416(a)¹, prohibits a public utility from requiring prior approval for a party already attached to a pole to overlash another cable or wire to existing cable or wire. Complaint at 7. WOW claimed that the Company denied WOW the right to overlash existing facilities, imposed fees, and issued stop-work orders to prohibit it from overlashing without justification. *Id.* WOW stated that the JUMLA allowed the Company to require approval for third-party overlashing but was silent concerning WOW's right to overlash. *Id.* WOW believed that the Company was in violation of 47 C.F.R. §1.1416(a) and the JUMLA by denying WOW the right to overlash on already existing facilities. *Id.*

The Company stated that while FCC rules do prohibit a utility from requiring approval to overlash, the rules also allow a utility to require advanced notice of overlash². Answer at 13-14. The Company also argued that while the FCC may have these rules, they do not apply in Idaho as Idaho does not have rules addressing overlashing. *Id.* at 14. The Company also believed that WOW

¹ "A utility shall not require prior approval for . . . [a]n existing attacher that overlashes its existing wires on a pole; or [f]or third party overlashing of an existing attachment that is conducted with the permission of an existing attacher." 47 C.F.R. § 1.1416(a)(1)-(2).

² "A utility may require no more than 15 days' advance notice of planned overlashing. If a utility requires advance notice for overlashing, then the utility must provide existing attachers with advance written notice of the notice requirement or include the notice requirement in the attachment agreement with the existing attacher. If after receiving advance notice, the utility determines that an overlash would create a capacity, safety, reliability, or engineering issue, it must provide specific documentation of the issue to the party seeking to overlash within the 15 day advance notice period and the party seeking to overlash must address any identified issues before continuing with the overlash either by modifying its proposal or by explaining why, in the party's view, a modification is unnecessary. A utility may not charge a fee to the party seeking to overlash for the utility's review of the proposed overlash." 47 C.F.R. § 1.1416(c).

failed to address WOW's obligations under Section 2.2a of Exhibit G to the JUMLA, requiring WOW to make written application to the Company if it wanted to attach to the Company's facilities or to alter the location of overlash and attachments. *Id.*

The Company stated that with regard to stop-work orders, they were issued in both April 2023 due to non-compliance with the JUMLA when the Company discovered WOW had replaced cable without notification to the Company, and again in February and May of 2024 due to non-payment. *Id.* The Company claimed that all stop-work orders were in accordance with the JUMLA. *Id.* at 15. The Company also believed that WOW was incorrect in the Complaint when it stated the JUMLA was silent as to WOW's right to overlash and believed that the JUMLA adequately stated that WOW may overlash only upon written application to the Company. *Id.*

WOW denied the Company's assertion that that WOW had no authority to overlash without the Company's prior approval under the JUMLA. Response at 19. WOW argued that the JUMLA requirements concerning overlashing violated FCC rules and regulations and undermined federal policy goals. *Id.* at 18-19. WOW believed that the Commission should apply the FCC's standards addressing overlashing to ensure consistency with federal policy. *Id.* at 19.

POLE AUDITS

WOW claimed that from the time the JUMLA was executed in 2009, the Company failed to maintain accurate pole attachment records or request annual reports from WOW concerning the number of poles used by WOW. Complaint at 8. WOW believed that the Company's failure to conduct pole audits led to the Company's claims that WOW had unauthorized pole attachments. *Id.*

The Company disagreed with WOW's claims that the Company was responsible for tracking the number of WOW's pole attachments through pole audits. Answer at 15. The Company argued that Section 3.6.a(1) of the JUMLA provided that it was WOW's obligation to report its current number of pole attachments by May 1 of each year. *Id.*

REQUESTED RELIEF

DAMAGES – WOW

WOW claimed that its customer base in Hope/Clark Fork, Idaho, dropped from 400 to less than 45 due to the dispute between WOW and the Company. Complaint at 8. WOW claimed that the loss in customer base impeded WOW's ability to upgrade fiber in the area. *Id.* WOW also

claimed that the inability to upgrade prohibited WOW from competing with a government-funded competitor and led to WOW missing the opportunity to serve 1,500 additional customers. *Id.* WOW believed that the Company's actions were also harmful to Idaho residents. *Id.* at 9. WOW claimed that if it had been able to serve broadband connections in the area, the funds that went to the government-funded competitor could have been awarded in other Idaho markets, therefore expanding broadband services to other areas in rural Idaho. *Id.*

The Company denied that the alleged loss of customers by WOW was due to the Company's actions. Answer at 16. The Company also argued that all of WOW's claims were alleged violations of FCC rules and regulations that have not been adopted by the Commission or Idaho legislature. *Id.* at 17.

DAMAGES – The Company

The Company alleged that WOW owes \$431,937.04 in unpaid invoices. Answer at 2. The Company claimed that, by WOW's own admission, WOW owed at least \$21.84 per pole attachment in annual rent but has made no payment since 2022. *Id.* The Company stated that, in an attempt to reach a settlement, the Company offered multiple compromises to WOW, but all were declined or ignored. *Id.* at 17-18. The Company also stated that any recovery in this matter will be a dollar-for-dollar credit to the Company's revenue requirement. *Id.* at 18.

WOW argued that it was not in violation of the JUMLA by withholding payment for pole attachments because the JUMLA does not address what duties WOW has with respect to payments if there is a billing dispute. Response at 21. WOW also claimed that it was the Company's unilateral decision to modify the JUMLA without negotiation, leading to the billing dispute. *Id.* at 20-21.

PENALTIES

WOW believed that the Company's alleged violation of *Idaho Code* § 61-538, via alleged violations of federal laws and FCC rules and regulations, allowed the Commission to impose penalties on the Company under *Idaho Code* § 61-706 and 707. Complaint at 4.

WOW believed that the Commission should impose a \$2,000 penalty against the Company for each of the 561 pole attachments that WOW believed were billed incorrectly, totaling \$1,122,000 annually. *Id.* at 9. Additionally, WOW believed that a monthly \$2,000 penalty should be imposed for each month the Company failed to conduct an accurate pole audit, and that a daily

\$2,000 penalty should be imposed for each day WOW was prevented from overloading. *Id.* WOW recommended that the Commission use FCC standards to require the Company to charge the penalties to the Company's shareholders rather than its customers, as a way to encourage the Company to adhere with pole attachment laws and regulations. *Id.* at 10.

The Company believed that WOW's request for penalties under *Idaho Code* § 61-701, *et seq.* was done in bad faith. Answer at 7. The Company believed that WOW failed to cite any violation by the Company of the Constitution of the State of Idaho, public utilities laws, or any failure by the Company to adhere with an order or requirement of the Commission, as required by *Idaho Code* § 61-706. *Id.* at 6-7.

RELIEF REQUESTED – WOW

WOW requested the Commission issue an Order:

A. Directing the Company recalculate pole attachment rates for 561 poles using the FCC formula;

B. Requiring the Company to refund overcharges from the date of WOW's initial demand to the Company (2019) or as far back in time as permitted by Idaho law, plus interest, per 47 C.F.R. § 1.1410(c);

C. Ordering the Company to lift stop-work orders and allow WOW to overlash existing facilities without prior approval or fees, per 47 C.F.R. § 1.1416(a);

D. Mandating the Company maintain accurate pole attachment records and reconcile discrepancies with WOW's 2023 audit;

E. Prohibiting the Company from imposing penalties, canceling contracts, or pursuing lawsuits related to this dispute until resolved;

F. Facilitating Commission supervised mediation to resolve any remaining or future disputes within 60 days, aligning with FCC's Accelerated Docket principles (47 C.F.R. § 1.736); and

G. Imposing penalties on the Company for violations, per 47 C.F.R. § 1.1413 and *Idaho Code* § 61-617³ and § 61-701, *et seq.*

³ WOW seeks penalties pursuant to *Idaho Code* § 61-617. The Complaint's request for relief contains the first and only reference to *Idaho Code* § 61-617, and it is unclear which provision WOW intends to invoke. *Idaho Code* § 61-617 addresses the procedure for securing the attendance of a witness at a hearing before the Commission. By contrast, *Idaho Code* § 61-617A sets forth the procedure for awarding costs to intervenors.

RELIEF REQUESTED – The Company

The Company requested the Commission:

- A. Deny WOW's requests for relief;
- B. Dismiss WOW's Complaint; and
- C. Award the Company other relief as the Commission deems necessary. *Id.*

COMMISSION FINDINGS AND DECISION

The Commission has authority to adjudicate complaints alleging acts or omissions by public utilities that violate the law or Commission order or rule. *Idaho Code* §§ 61-612, -618. The Commission addresses informal and formal complaints through the process outlined in its administrative rules and does not provide preferential treatment to any party participating in the process. IDAPA 31.01.01.054 and .057.02. After review of the pleadings, applicable law, and the record here, the Commission finds that it lacks jurisdiction to consider the issues raised in the Complaint under either *Idaho Code* § 61-538 or *Idaho Code* § 61-514.

Specifically, *Idaho Code* § 61-538 authorizes the Commission to assist in fixing rates, terms, or conditions for pole attachments when the relevant parties are unable to reach agreement. Prior to July 1, 2025, the statute applied only to disputes between a public utility and a cable television company. Effective July 1, 2025, the Idaho Legislature amended the statute to include disputes involving a provider of telecommunication services or broadband.

The Commission lacks jurisdiction under both the former and amended (post July 1, 2025) versions of *Idaho Code* § 61-538. Under the former version, the Commission's authority was limited to disputes between a public utility and a cable television company. The record reflects that WOW is a telecommunications carrier providing broadband service, as acknowledged in its pleadings and as established by its Certificate of Public Convenience and Necessity, Certificate No. 532. Although WOW asserts that its pole attachments were billed at cable television rates under the Parties' JUMLA, application of the statute examines the nature of the entity, not the billing classification of its attachments. Because WOW was not operating in Idaho as a cable television provider prior to July 1, 2025, *Idaho Code* § 61-538 is inapplicable.

Under the amended version of *Idaho Code* § 61-538, the Commission's role is also limited and inapplicable in the context WOW suggests. The statute permits Commission involvement only

when parties are unable to agree on rates or terms during the formation of a new pole attachment agreement. Here, the Parties successfully negotiated and executed the JUMLA in 2009, establishing mutually agreed upon rates and terms. The Complaint does not seek to establish new rates or terms but instead asks the Commission to interpret and enforce an existing agreement and to adjudicate alleged contractual breaches. *Idaho Code* § 61-538 does not permit the Commission to review, interpret, or enforce existing contracts where a meeting of the minds has occurred. As affirmed by the Supreme Court of Idaho, the interpretation and enforcement of contractual rights are matters that generally fall within the jurisdiction of the courts, not the Commission. *Afton Energy, Inc. v. Idaho Power Co.*, 111 Idaho 925, 928, 729 P.2d 400, 403 (1986) (internal citations omitted).

Accordingly, the Commission concludes that it lacks jurisdiction over the Complaint under *Idaho Code* § 61-538.

Idaho Code § 61-514 authorizes the Commission, after notice and hearing, to order the joint use of one public utility's facilities by another public utility when public convenience and necessity requires such use and the parties cannot agree on terms. Under those circumstances, the Commission may set reasonable terms, conditions, and compensation for such use.

The Commission finds that *Idaho Code* § 61-514 is not applicable to the issues raised in the Complaint. The statute is intended to address circumstances involving access to facilities where no agreement exists, not to settle disputes arising from the interpretation of existing contracts, including billing disputes or alleged breaches of contract. The record reflects that the parties have an existing agreement governing joint use of facilities.

Further, *Idaho Code* § 61-514 applies only to joint use between public utilities. *Idaho Code* § 61-129 defines a "public utility" as an entity subject to regulation under Title 61. WOW has stated that it provides VoIP and broadband internet access services and does not provide circuit-switched telecommunications transmission. Based on the record, the Commission finds that WOW does not qualify as a public utility as defined in *Idaho Code* § 61-129. The Commission lacks jurisdiction under *Idaho Code* § 61-514 to adjudicate the claims raised in the Complaint.

Even if the Commission had jurisdiction over the subject matter of the Complaint, the Commission finds that it lacks statutory authority to impose the penalties or grant the relief requested.

The Commission's enforcement authority under *Idaho Code* §§ 61-701 through 61-706 is limited to violations of the Idaho Constitution, Idaho statutes governing public utilities, or Commission orders, rules, or requirements. The Complaint alleges violations of federal law, including FCC rules and regulations and 47 U.S.C. § 224, and seeks to have those alleged violations enforced through *Idaho Code* § 61-538.

Idaho Code § 61-538(5) does not grant the Commission general substantive rulemaking authority to adopt or incorporate FCC pole attachment rules. The statute authorizes the Commission, subject to legislative approval, to establish rules relating only to the timing of the permitting process for pole attachments. This authority is narrow in scope and does not extend to adopting federal rate, enforcement, or penalty frameworks.

The Commission further notes legislative testimony confirming that the intent of *Idaho Code* § 61-538(5) was to facilitate efficient pole attachment permitting to support broadband deployment and the timely distribution of grant funding, and that any expansion of the Commission's authority beyond that scope would require additional legislative action.

The Commission has limited jurisdiction and possesses only the authority expressly granted by the Idaho Legislature. Absent explicit statutory authorization, the Commission may not adjudicate federal pole attachment claims, impose penalties for alleged violations of federal law, or otherwise grant the relief requested in the Complaint.

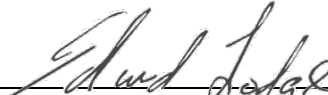
For the reasons stated above, the Commission finds that it lacks jurisdiction under Idaho Public Utilities law to consider the issues raised in the Complaint and lacks statutory authority to grant the requested relief. Accordingly, the Complaint is dismissed.

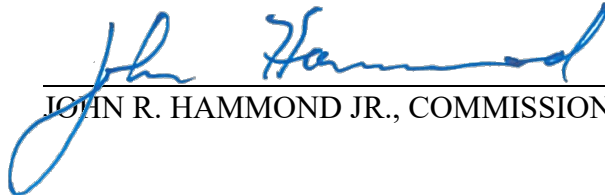
ORDER

IT IS HEREBY ORDERED that the Complaint filed by WOW against the Company is dismissed for the reasons set forth above.

THIS IS A FINAL ORDER. Any person interested in this Order may petition for reconsideration within twenty-one (21) days of the service date of this Order regarding any matter decided in this Order. Within seven (7) days after any person has petitioned for reconsideration, any other person may cross-petition for reconsideration. *See Idaho Code* § 61-626.


DONE by Order of the Idaho Public Utilities Commission at Boise, Idaho this 27th day of January 2026.


EDWARD LODGE, PRESIDENT


JOHN R. HAMMOND JR., COMMISSIONER


DAYN HARDIE, COMMISSIONER

ATTEST:


Monica Barrios-Sanchez
Commission Secretary

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