

PRESENT: Powell, C.J., Kelsey, McCullough, Chafin, Mann, and Fulton, JJ., and Millette, S.J.

A&N ELECTRIC COOPERATIVE

v.

DIETZEL ENTERPRISES, INC., ET AL.

OPINION BY
JUSTICE THOMAS P. MANN
OCTOBER 29, 2026

Record No. 260269

UPON A QUESTION OF LAW CERTIFIED BY THE UNITED STATES
COURT OF APPEALS FOR THE FOURTH CIRCUIT

The United States Court of Appeals for the Fourth Circuit entered a certification order asking this Court to answer two determinative questions of Virginia law presented in *A&N Electric Cooperative v. Dietzel Enterprises, Inc.*, 154 F.4th 202 (4th Cir. 2025). In that case, Appellant A&N Electric Cooperative filed a complaint in federal court seeking indemnification from Appellees Dietzel Enterprises, Inc. and Allstate Towers, Inc. under Virginia’s Overhead High Voltage Line Safety Act (“OHVLSA”), Code §§ 59.1-406 to -414. Pursuant to Article VI, Section 1 of the Constitution of Virginia and Rule 5:40, we agreed to answer the following questions posed by the Fourth Circuit:

- (1) Does the exemption provision of the Act, Va. Code Ann. § 59.1-413, apply to the conduct alleged in the complaint?
- (2) Does the indemnification provision of the Act, Va. Code Ann. § 59.1-414(B), require a finding of liability against the indemnitee?

A&N Elec. Coop., 154 F.4th at 205. For the reasons that follow, we answer the first question in the affirmative and conclude that the second question is moot.

I. BACKGROUND

Because this case arises from the granting of a motion to dismiss by the United States District Court for the Eastern District of Virginia, we take the factual allegations in A&N’s

complaint as true “for the purposes of framing an answer that is responsive to the needs of the [Fourth Circuit].” *Wyatt v. McDermott*, 283 Va. 685, 689 (2012) (citing *Zinerman v. Burch*, 494 U.S. 113, 118 (1990)). Accordingly, we present the facts as alleged in A&N’s complaint and its attachments.¹

A. Factual Background

In 2019, Accomack County began a project to drill new supporting foundations for guy wires² attached to a communications tower. As part of that project, the County hired Allstate as its general contractor, and Allstate in turn hired Dietzel as its subcontractor to drill the new guy wire foundations. Kelvin Finck, an employee of Dietzel, worked on the drilling project. While working with the drilling team, Finck walked a steel cable into an overhead high voltage power line that stood within ten feet of the drilling site. That overhead power line electrocuted Finck, who died several days later.

A&N owned and operated the overhead power line which caused Finck’s death. That power line was unconnected and unrelated to Accomack County’s communications tower and its guy wire foundations. Neither Allstate nor Dietzel conducted any work on A&N’s overhead power line that electrocuted Finck, nor did the parties conduct any work on any other overhead power line connected to the tower.

¹ A&N attaches as an exhibit to its federal complaint a copy of the separate complaint filed by the estate of Kelvin Finck against A&N, Dietzel, and Allstate before the Circuit Court of Accomack County. These certified questions of law arise from the dismissal of A&N’s complaint by the United States District Court for the Eastern District of Virginia, which relied on the allegations contained in the circuit court complaint. *A&N Elec. Coop. v. Dietzel Enters., Inc.*, No. 2:23-cv-0576, 2024 U.S. Dist. LEXIS 143331, at *2-5 (E.D. Va. July 18, 2024). We rely primarily on the facts as alleged in A&N’s federal complaint.

² A “guy wire” is a “tensioned cable used to stabilize a structure.” *A&N Elec. Coop. v. Dietzel Enters., Inc.*, 154 F.4th 202, 204 (4th Cir. 2025).

B. Circuit Court Proceedings

Finck's estate sued A&N, Allstate, and Dietzel³ in the Circuit Court of Accomack County. In the estate's complaint, it alleged that A&N, Allstate, and Dietzel were negligent in failing to establish sufficient safety measures protecting against electrocution by A&N's overhead high voltage line. Specifically, Finck's estate alleged that A&N, Allstate, and Dietzel failed to abide by the requirements of the OHVLSA.

The OHVLSA regulates work conducted within the vicinity of overhead high voltage power lines. If a "person responsible for the work" seeks to perform work within ten feet of an overhead high voltage line,⁴ that person must notify the owner or operator of the line of the impending work and negotiate appropriate safety measures. Code §§ 59.1-408(1), -410(A). Finck's estate alleged that Allstate and Dietzel failed to notify A&N of their work on the communications tower and that A&N, Allstate, and Dietzel all failed to negotiate proper safety measures surrounding that work. As a result, Finck's estate alleged, A&N, Allstate, and Dietzel's violations of the OHVLSA's safety requirements negligently caused Finck's electrocution.

The estate's suit did not proceed to a verdict. Relying on the exclusivity provision of the Virginia Worker's Compensation Act, Code § 65.2-307, the circuit court

³ In the circuit court, Finck's estate also sued Morris and Ritchie Associates, Inc. ("MRA"), a firm hired by the County to analyze the structural integrity of the communications tower and its guy wire anchors. MRA is not a party to the present suit.

⁴ The OHVLSA defines an "overhead high voltage line" as "all above ground bare or insulated electrical conductors of voltage in excess of 600 volts measured between conductors or measured between a conductor and the ground, except those conductors that are de-energized and grounded or that are enclosed in rigid metallic conduit or flexible armored conduit." Code § 59.1-407. The parties do not contest that A&N's overhead line at issue here falls within this definition.

dismissed Dietzel from the suit. Allstate then settled with Finck's estate prior to trial. In May 2023, the estate proceeded to trial against A&N, but the parties settled prior to reaching a verdict. As part of their settlement, A&N's insurer, Federated Rural Electric Management Corp., agreed to pay \$800,000 to the estate on A&N's behalf.

C. Federal Court Proceedings

On November 16, 2023, Federated, as A&N's subrogee,⁵ sued Allstate and Dietzel in the United States District Court for the Eastern District of Virginia, seeking indemnification from Allstate and Dietzel under the OHVLSA for the \$800,000 it paid to Finck's estate. The OHVLSA provides that "[a]ny person responsible for the work" who fails to comply with the OHVLSA's safety requirements "shall indemnify the owner or operator" of the overhead line for costs incurred in defending against claimed injuries resulting from that violation. Code § 59.1-414(B). In its federal complaint, A&N alleged that Allstate and Dietzel's failure to notify A&N of their work on the communications tower and their failure to negotiate safety measures with A&N resulted in Finck's injuries. A&N alleged that, as a result, it was entitled to indemnification from Allstate and Dietzel under the OHVLSA.

Allstate and Dietzel moved to dismiss A&N's complaint. They argued that the OHVLSA exempted their work on the communications tower under Code § 59.1-413, contending that they had no obligation to abide by the OHVLSA or indemnify A&N.

⁵ Code § 38.2-207 provides that when an insurance contract establishes that an insurer is subrogated to the rights of the insured party, the insurer "may enforce the legal liability of the other party." Federated, as A&N's insurer, brought its federal indemnification action on behalf of A&N pursuant to this statute through federal diversity jurisdiction. Because Federated brought its suit on behalf of A&N, we refer to its filings before the federal district court, the Fourth Circuit, and this Court as having been prepared by A&N.

A&N Elec. Coop. v. Dietzel Enters., Inc., No. 2:23-cv-0576, 2024 U.S. Dist. LEXIS 143331, at *8 (E.D. Va. July 18, 2024). Allstate and Dietzel further contended that even if their work on the tower was not exempt from the OHVLSA's requirements, the OHVLSA required A&N to establish first that it had been found liable to Finck's estate. Because A&N settled the underlying action without a finding of liability, Allstate and Dietzel argued that A&N was barred from indemnification.

The federal district court (hereafter "the district court") granted both Allstate's and Dietzel's motions to dismiss. *Id.* at *13. It addressed only the applicability of the OHVLSA's exemption provision, Code § 59.1-413,⁶ which provides:

This chapter shall not apply to the construction, reconstruction, operation, and maintenance of overhead electrical or communication circuits or conductors and their supporting structures and associated equipment of (i) rail transportation systems, (ii) electrical generating, transmission or distribution systems, (iii) communication systems, including cable television, or (iv) any other publicly or privately owned system provided that such work on any of the foregoing systems is performed by the employees of the owner or operator of the systems or independent contractors engaged on behalf of the owner or operator of the system to perform the work.

Code § 59.1-413.⁷ A&N urged the district court to conclude that the OHVLSA exempted only work conducted *on* overhead lines and their supporting equipment. Because Finck's

⁶ The General Assembly enacted the OHVLSA, including its exemption provision, in 1989. 1989 Va. Acts ch. 341. The General Assembly has not amended the exemption since its enactment.

⁷ The OHVLSA further provides:

This chapter also shall not apply to electrical or communications circuits or conductors on the premises of coal or other mines which are subject to the provisions of the Federal Mine Safety and Health Act of 1977 (30 U.S.C. § 801 et seq.) and regulations adopted pursuant to that Act by the Mine Safety and Health Administration.

work on Accomack County’s guy wire anchor was unrelated to the overhead line, A&N contended the exemption did not apply. *A&N Elec. Coop.*, 2024 U.S. Dist. LEXIS 143331, at *8-9. The district court disagreed and concluded that the exemption applied to Allstate and Dietzel’s work on the tower.

Acknowledging that this Court has not interpreted any of the terms in Code § 59.1-413, the district court examined the dictionary definitions of “communication,” “circuit,” “conductor,” and “system.” *Id.* at *10-11. Applying these definitions,⁸ the district court found “no reason to suggest a radio tower or ‘communications tower’ . . . [wa]s not considered a communication circuit or conductor and a communication system within the plain meaning of” the exemption. *Id.* at *11-12. The district court “refuse[d] to read the exemption narrowly.” *Id.* at *12. According to the district court, the exemption does not “limit itself to work only on overhead high voltage power lines as the legislature deliberately used the word ‘or’ as a disjunctive to separate various phrases within the statute.” *Id.* And applying Code § 59.1-413(iv), the district court concluded that even if the tower was not considered part of a “communication system,” the tower was owned by the County, “who engaged with independent contractors, Allstate and Dietzel, to complete the work on behalf of the County,” thereby exempting their work on the tower under Code § 59.1-413(iv). *Id.*

Code § 59.1-413. This portion of the exemption does not pertain to the certified questions of law.

⁸ The district court defined “communication” as “information communicated, information transmitted or conveyed”; “circuit” as “the complete path of an electric current including usually the source of electric energy”; “conductor” as “a material or object that permits an electric current to flow easily; a material capable of transmitting another form of energy (such as heat or sound)”; and “system” as “a group of devices or artificial objects or an organization forming a network especially for distributing something or serving a common purpose.”

A&N also argued before the district court that the OHVLSA did not require it to obtain a finding of liability to Finck’s estate during the circuit court proceedings before Allstate or Dietzel could indemnify it. After concluding that the exemption applied, the district court did not reach this question.

A&N appealed to the Fourth Circuit, again arguing that the OHVLSA did not exempt Allstate and Dietzel’s work on the communications tower and that it need not obtain a finding of liability to Finck’s estate prior to indemnification. The Fourth Circuit certified the present questions of law to this Court addressing both of these issues. *A&N Elec. Coop.*, 154 F.4th at 205. Pursuant to the authority granted by Article VI, Section 1 of the Constitution of Virginia and Rule 5:40, we now address these questions.

II. ANALYSIS

A. *Standard of Review*

“In answering a certified question of Virginia law posed by another court, we are not reviewing the decision of a lower court, but rather, are called on to answer the question in the first instance.” *Cupp v. Delta Air Lines, Inc.*, 305 Va. ___, ___, 927 S.E.2d 794, 796 (2026). The questions posed by the Fourth Circuit concern the interpretation of a statute, and therefore present “pure question[s] of law for our consideration,” which we review de novo. *Id.*

“When interpreting statutes, we must ‘ascertain and give effect to the intention of the General Assembly.’” *Morgan v. Commonwealth*, 301 Va. 476, 481 (2022) (quoting *Farhoumand v. Commonwealth*, 288 Va. 338, 343 (2014)). “We are bound by the plain language of the statute ‘unless the terms are ambiguous or applying the plain language would lead to an absurd result.’” *Id.* at 482 (quoting *Baker v. Commonwealth*, 284 Va. 572, 576 (2012)). “We often consult general-purpose dictionaries to determine a statute’s plain meaning.” *Garofalo v.*

Di Vincenzo, 305 Va. ___, ___, 926 S.E.2d 280, 285 (2026). “It is not our function to create categories or exceptions that the General Assembly chose not to include in the statutory language.” *Cupp*, 305 Va. at ___, 927 S.E.2d at 797.

B. Question 1

The first certified question asks, “Does the exemption provision of the Act, Va. Code Ann. § 59.1-413, apply to the conduct alleged in the complaint?” No Virginia court has interpreted Code § 59.1-413, nor has any other jurisdiction interpreted a similar exemption provision under similar facts.⁹ To resolve this question we must determine (1) whether a communications tower is an “overhead electrical or communication circuit[] or conductor[]” within the meaning of Code § 59.1-413, and if so, (2) whether that communications tower connected to one of the “systems” enumerated elsewhere in Code § 59.1-413. If the answer to these initial questions is “yes,” then the exemption covers the conduct alleged in A&N’s federal complaint.

The plain language of the OHVLSA’s exemption demonstrates that a communications tower is an “overhead electrical or communication circuit[] or conductor[]” connected to one of the enumerated systems. Accordingly, we conclude that the answer to the first certified question

⁹ Nineteen states have enacted overhead high voltage line safety acts with exemptions similar to that of the OHVLSA. *See, e.g.*, Ariz. Rev. Stat. § 40-360.45; Ark. Code § 11-5-304; Colo. Rev. Stat. § 9-2.5-105; Del. Code Ann. tit. 16, § 7407B; Ga. Code § 46-3-37; Idaho Code § 55-2405; La. Rev. Stat. § 45:145; Mass. Gen. Laws ch. 166, § 21F; Me. Stat. tit. 35-A, § 761; Miss. Code Ann. § 45-15-13; N.C. Gen. Stat. § 95-229.11; Nev. Rev. Stat. § 455.210; N.J. Stat. § 34:6–47.8; N.Y. Labor Law § 202-h; S.D. Codified Laws § 49-32-16; Tenn. Code § 50-3-1008; Tex. Health & Safety Code § 752.002; Utah Code § 54-8c-5; Wyo. Stat. § 37-3-306; *see also Entergy Tex., Inc. v. Woollen*, No. 09-20-00297-cv, 2021 Tex. App. LEXIS 9131, at *16-17 (Tex. App. Nov. 10, 2021) (interpreting exemption provision on materially different facts).

is “yes.” The OHVLSA therefore exempts Allstate and Dietzel’s work on the communications tower.

1. Plain Language

The exemption provides that the OHVLSA does not apply to the “construction, reconstruction, operation, and maintenance of overhead electrical or communication circuits or conductors and their supporting structures and associated equipment of” four enumerated “systems.” Code § 59.1-413. A&N asks us to interpret this provision to apply only to work performed on overhead high voltage lines and their supporting structures, but not to work on additional structures like communications towers.¹⁰ Allstate and Dietzel, in contrast, urge the Court to conclude that the exemption applies to work on structures in addition to overhead power lines themselves.

None of the parties contest that Allstate and Dietzel engaged in “construction, reconstruction, operation, and maintenance” by drilling the tower’s new guy wire foundations. Rather, the parties contest whether Allstate and Dietzel performed such work on “overhead electrical or communication circuits or conductors and their supporting structures and associated equipment of” one of the four enumerated “systems.” We therefore start with the phrase “overhead electrical or communication circuits or conductors.”

¹⁰ For the OHVLSA’s safety requirements to apply to Allstate and Dietzel’s work on the tower, several conditions must first apply. Allstate and Dietzel must have performed work within ten feet of an overhead high voltage line; that line must maintain a charge of greater than 600 kV; and Allstate and Dietzel must be “person[s] responsible for the work,” among others. Code §§ 59.1-407 to -410. None of the parties contest whether Allstate and Dietzel’s work satisfied these conditions. Moreover, the first certified question asks only whether the exemption in Code § 59.1-413 governs the conduct described in A&N’s complaint. Accordingly, we consider only whether Code § 59.1-413, by its terms, applies to that conduct.

Communication means “the act or action of imparting or transmitting.” Webster’s Third New International Dictionary 460 (2002). A “circuit” is “the complete path of an electric current including any displacement current.” Webster’s Third New International Dictionary 408 (2002). And a conductor is “a substance or body capable of transmitting electricity, heat, or sound.” Webster’s Third New International Dictionary 474 (2002). These definitions, while broad, comport with the broad scope of the OHVLSA as a whole. The OHVLSA’s purpose statement explains that the General Assembly enacted it “to promote the safety and protection of persons engaged in work or activity *in the vicinity of overhead high voltage lines.*” Code § 59.1-406 (emphasis added). Because the OHVLSA as a whole contemplates work on a variety of structures “in the vicinity of overhead high voltage lines,” so too does the exemption capture an array of “overhead electrical or communication circuits or conductors.” And a communications tower falls within the plain meaning of “overhead electrical or communication circuits or conductors.” That is, a communications tower is an overhead¹¹ “communication . . . conductor” or a “body capable of transmitting electricity, heat or sound” engaged in the “act or action of imparting or transmitting.” And the guy wire foundations on which Allstate and Dietzel worked were “supporting structures” of the communications tower. Accordingly, Appellees engaged in “the construction, reconstruction, operation, and maintenance of overhead electrical or communication circuits or conductors and their supporting structures and associated equipment.”

¹¹ Neither party addresses the definition of “overhead.” The OHVLSA does not define “overhead,” but it does define “overhead high voltage line” to mean all “above ground” lines with certain characteristics. Code § 59.1-407. Because the parties do not contest the definition of “overhead,” we assume the communications tower is an “overhead” structure because it stands “above ground.” Therefore, the exemption captures such a tower when it refers to “*overhead* electrical or communication circuits or conductors.” Code § 59.1-413 (emphasis added).

The text does not end there. For the exemption to apply, Allstate and Dietzel must have worked on “overhead electrical or communication circuits or conductors and their supporting structures” that are “of” one of four statutorily enumerated “systems.” Code § 59.1-413. These “systems” include “(i) rail transportation systems, (ii) electrical generating, transmission or distribution systems, (iii) communication systems, including cable television, or (iv) any other publicly or privately owned system” with certain characteristics. *Id.* A “system” is “a group of devices or artificial objects forming a network or used for a common purpose.” Webster’s Third New International Dictionary 2322 (2002). A communications tower falls within the third category of “communication systems.” Such a tower connects to “a group of devices” for the “common purpose” of communicating between them.

The communications tower also falls within the fourth category of “any other publicly or privately owned system provided that such work on any of the foregoing systems is performed by the employees of the owner or operator of the systems or independent contractors engaged on behalf of the owner or operator of the system to perform the work.” Code § 59.1-413(iv). Allstate and Dietzel worked on a publicly owned communications tower on behalf of Accomack County, the “owner or operator of the system,” performing work as “independent contractors engaged on behalf of the owner or operator of the system.” *Id.*

Reading the pieces of Code § 59.1-413 together, Allstate and Dietzel’s work on the guy wire foundations constituted “the construction, reconstruction, operation, and maintenance” (drilling) of the “supporting structure” (the guy wire foundations) of an “overhead . . . communication . . . conductor” (the communications tower) that is in turn “of . . . [a] communication system” (the communication system to which the tower connected). The plain language of the exemption thus applies to Allstate and Dietzel’s work on the tower.

2. Surplusage Canon

A&N counters that this plain reading renders language within Code § 59.1-413 redundant. According to A&N, construing Code § 59.1-413's use of the phrase "communication circuit[] or conductor[]" to include a communications tower would render the exemption's subsequent use of the term "communication system" redundant. While "[w]e disfavor a construction of statutes that renders any part of the statute useless or superfluous," *Shoemaker v. Funkhouser*, 299 Va. 471, 487 (2021), a plain reading of Code § 59.1-413 does not create redundancy. The term "communication system" limits the term "communication circuit[] or conductor[]." If the communications tower at issue here were unconnected to a larger network of towers or devices, it might qualify as a "communication circuit[] or conductor[]," but not as a structure connected to a larger "communication system[]." Accordingly, Code § 59.1-413's use of the terms "communication circuit[] or conductor[]" and "communication systems" does not render either term redundant.¹²

¹² A&N likewise argues that Code § 59.1-413's "listing of 'electrical generating, transmission or distribution systems' would be redundant if read to include all 'electrical . . . circuits or conductors.'" But A&N's characterization of Code § 59.1-413 as applying to "electrical . . . circuits or conductors" elides that the exemption covers "electrical *or communication* circuits or conductors" that are "of . . . electrical generating, transmission or distribution systems." The exemption covers not just electrical devices connected to electrical systems, but also communications devices connected to electrical systems. Each portion of the statute supplies a qualifier, such that the exemption does not contain surplusage.

Also, accepting A&N's interpretation would *create* redundancy. If the exemption applies only to work performed on overhead high voltage lines, then all such lines would ultimately facilitate some kind of "electrical generating, transmission or distribution system[]." A plain reading of the exemption demonstrates that it captures structures other than overhead lines, and in doing so it avoids redundancy.

3. Whole Act Canon

A&N looks beyond Code § 59.1-413 and reads the OHVLSA as a whole to argue that the OHVLSA limits its exemption to work on overhead lines and their supporting structures alone. “[E]valuation of the plain meaning of a statute permits the consideration of the legislative act as a whole.” *Cuccinelli v. Rector & Visitors of the Univ. of Va.*, 283 Va. 420, 430 (2012). Code § 59.1-407 defines “overhead high voltage line” to mean “all above ground bare or insulated electrical *conductors* of voltage” with certain characteristics. (Emphasis added). A&N contends that because “overhead high voltage lines” are defined as a type of “conductor,” the exemption provision must refer only to overhead lines when it applies to “overhead electrical or communication circuits or *conductors*.” Code § 59.1-413 (emphasis added).

A holistic reading of the OHVLSA supports the opposite conclusion for three reasons. First, Code §§ 59.1-406, -408, -410, -411, and -414 frequently use the word “line” when regulating work within the vicinity of overhead high voltage lines. But Code § 59.1-413 omits the term “line.” “[W]hen the General Assembly has used specific language in one instance, but omits that language or uses different language when addressing a similar subject elsewhere in the Code, we must presume that the difference in the choice of language was intentional.” *Zinone v. Lee’s Crossing Homeowners Ass’n*, 282 Va. 330, 337 (2011). The General Assembly plainly omitted the term “line” from the exemption, and in doing so, expanded the exemption’s reach to structures in addition to overhead lines.

Second, while the OHVLSA defines “overhead high voltage line” as a kind of “conductor,” that does not mean that all “conductors” are “overhead high voltage lines.” Rather, when Code § 59.1-413 exempts work on “overhead electrical or communication circuits or

conductors,” it captures “conductors” including and in addition to overhead lines. An overhead line is a “conductor,” but so too is a communications tower.

Third, the exemption applies to “electrical or communication *circuits* or conductors.” Code § 59.1-413 (emphasis added). The General Assembly’s decision to apply the exemption to more than one kind of structure suggests that we should read Code § 59.1-413 to govern more than just overhead lines themselves. A&N responds that we should apply the canon of *noscitur a sociis* and conclude that “circuits” as used in Code § 59.1-413 is a mere “clarification” of “conductors” and has roughly the same meaning. The *noscitur* canon applies when “the meaning of doubtful words in a statute may be determined by reference to their association with related words and phrases.” *Cuccinelli*, 283 Va. at 432 (quoting *Andrews v. Ring*, 266 Va. 311, 319 (2003)). But we will not apply the canon to *equate* the terms “circuits” and “conductors.” The better reading treats these terms as having separate meanings, meaning the exemption applies to work on structures in addition to overhead lines.

4. Absurdity Canon

A&N protests that if we do not interpret the exemption to apply to work on overhead high voltage lines alone, the exemption will swallow the rule. At oral argument, A&N insisted that interpreting the exemption to capture work on structures other than overhead lines would yield absurd results. An absurd interpretation of a statute is one that renders the statute “internally inconsistent or otherwise incapable of operation.” *City of Charlottesville v. Payne*, 299 Va. 515, 532 (2021). According to A&N, a broad interpretation of Code § 59.1-413 would render the statute incapable of operation because it would exempt a broad swath of work from the OHVLSA’s safety requirements.

But broad application of the exemption does not render the OHVLSA inoperable. The exemption provision may well exempt a great deal of work, including Allstate and Dietzel’s work on the tower, but it does not exempt all work within the vicinity of overhead lines. The exemption applies only to work on structures that are part of one of the four enumerated “systems” in Code § 59.1-413. For instance, if an individual performed tree trimming work within the vicinity of an overhead high voltage line, that individual would not be engaged in work on “overhead electrical or communication circuits or conductors,” nor would that work affect a “communication system[]” under Code § 59.1-413(iii) or a “publicly or privately owned system” under Code § 59.1-413(iv). That work remains subject to the OHVLSA’s safety requirements. Similarly, ordinary construction work on an individual building or domicile would not constitute work on “overhead electrical or communication circuits or conductors” connected to a “system.” The exemption leaves untouched a variety of work within the vicinity of overhead lines.¹³

At bottom, Code § 59.1-413 may have a broad reach. But the proper scope of the exemption is a question of public policy, not one of plain-text interpretation. “As we have repeatedly noted, ‘public policy questions . . . fall within the purview of the General Assembly.’” *Cupp*, 305 Va. at ___, 927 S.E.2d at 799 (quoting *Daily Press, LLC v. Office of the Exec. Sec’y*, 293 Va. 551, 557 (2017)). We are thus constrained by Code § 59.1-413’s plain language, which exempts Allstate and Dietzel’s work on the tower.

¹³ The OHVLSA’s purpose statement also supports this interpretation of the scope of the exemption. The OHVLSA declares that the General Assembly enacted it “to promote the safety and protection of persons engaged in work or activity *in the vicinity of* overhead high voltage lines.” Code § 59.1-406 (emphasis added). It follows that the exemption must also apply to work on structures “in the vicinity of” overhead lines.

5. *Narrow Interpretations of Exemptions*

Finally, citing our opinion in *Conyers v. Martial Arts World of Richmond, Inc.*, 273 Va. 96, 105 (2007), A&N argues that “[e]xemptions to a regulatory requirement ‘should be narrowly construed’ when the legislation addresses ‘an objective of utmost importance.’” In *Conyers*, we considered an exception to a licensing requirement for children’s afterschool programs. We concluded that “[s]ince protecting children is without question an objective of the utmost importance, we [were] of opinion that exceptions to licensing requirements should be narrowly construed.” *Id.* at 105. But nowhere in *Conyers* did we hold that we may construe an exemption in contradiction to its plain language. Allstate and Dietzel’s work on the communications tower plainly falls within the meaning of Code § 59.1-413.

Consequently, the answer to the first question, “Does the exemption provision of the Act, Va. Code Ann. § 59.1-413, apply to the conduct alleged in the complaint?”, is “yes.” The OHVLSA exempts Allstate and Dietzel’s work on the tower.

C. *Question 2*

Having answered the first certified question in the affirmative, the Court concludes that the second certified question is now moot.

III. CONCLUSION

The plain language of the OHVLSA’s exemption provision captures Allstate and Dietzel’s work on the communications tower. As a result, the OHVLSA did not require Allstate or Dietzel to abide by the OHVLSA’s safety or indemnification requirements. We therefore answer “yes” to the first certified question and deem the second certified question moot.

Certified question (1) answered in the affirmative and question (2) deemed moot.