





COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA PUBLIC UTILITY COMMISSION  
P.O. BOX 3265, HARRISBURG, PA 17105-3265

July 14, 2000

A-310482 *Fr...*

DANIEL T DINEEN  
UNITED TELEPHONE CO OF PA  
1201 WALNUT BOTTOM ROAD  
CARLISLE PA 17013

Joint Application of The United Telephone Company of Pennsylvania,  
d/b/a Sprint, and Cellular Rentals, Inc., t/b/a PA Telecom, for  
Approval of a Replacement Master Resale Agreement Under Section 252  
(a)(1) and (e) of the Telecommunications Act of 1996

DOCKETED  
JUL 14 2000

To Whom It May Concern:

This is to advise you that the Commission in Public Meeting on  
July 13, 2000 has adopted an Opinion and Order in the above entitled  
proceeding.

An Opinion and Order has been enclosed for your records.

Very truly yours,

*James J. McNulty*  
James J. McNulty,  
Secretary

encls  
cert. mail  
law

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WASHINGTON DC 20006

DOCUMENT  
FOLDER

**PENNSYLVANIA  
PUBLIC UTILITY COMMISSION  
Harrisburg, PA 17105-3265**

Public Meeting held July 13, 2000

Commissioners Present:

John M. Quain, Chairman  
Robert K. Bloom, Vice Chairman  
Nora Mead Brownell  
Aaron Wilson, Jr.  
Terrance J. Fitzpatrick

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Act of 1996

A-310482

**OPINION AND ORDER**

DOCUMENT  
FOLDER

**BY THE COMMISSION:**

Before the Commission for consideration is the Joint Application of The United Telephone Company of Pennsylvania, d/b/a Sprint (Sprint), and Cellular Rentals, Inc., d/b/a PA Telecom (Cellular Rentals), for approval of a Replacement Master Resale Agreement (Agreement) under Sections 252(a)(1) and (e) of the Telecommunications Act of 1996 (the Act), Pub. L. No. 104-104, 110 Stat. 56 (codified as amended in scattered sections of Title 47, United States Code), including 47 U.S.C. §§251, 252, and 271, and the Commission's June 3, 1996 Order in *In Re: Implementation of the Telecommunications Act of 1996*, Docket No. M-00960799 (*Implementation Order*).

## History of the Proceeding

On April 28, 2000, Sprint and Cellular Rentals filed the instant Joint Application seeking approval of the aforementioned Agreement that would provide for the resale of tariffed services offered by Sprint to Cellular Rentals in order that Cellular Rentals could provide local telecommunications service to residential and business customers. Cellular Rentals is certificated to provide service as a competitive local exchange carrier in Pennsylvania.<sup>1</sup>

The Commission published notice of the Joint Application and the Agreement in the *Pennsylvania Bulletin* on May 13, 2000, advising that any interested parties could file comments within ten (10) days. To date, no comments have been received.

## Discussion

### **A. Standard of Review**

The Commission's standard of review of a negotiated interconnection agreement is set forth at 47 U.S.C. §252(e)(2), which provides, in pertinent part, that:

The state Commission may only reject -- (A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) if it finds -- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity . . . .

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<sup>1</sup> This Agreement replaces the originally filed Agreement that we approved by our August 22, 1997 Opinion and Order at Docket No. A-310482.

## B. Summary of Terms

This Agreement specifies the rights and obligations of each Party with respect to the resale of telecommunications services by Sprint to Cellular Rentals. The services and facilities to be provided to Cellular Rentals by Sprint in satisfaction of the Agreement will be provided pursuant to Sprint tariffs and then-current practices on file with this Commission or the Federal Communications Commission. (Agreement, p. 5). Any additional services beyond those specified within this Agreement will be incorporated into the Agreement by written amendment, upon request by either Party. (Agreement, p. 6). Except as otherwise provided, Sprint and Cellular Rentals agree to provide service to each other under the terms of the Agreement until February 28, 2001.<sup>2</sup> (Agreement, p. 6).

A resale discount of 15.26% will apply to Directory Assistance and Operator Assistance Services, and a resale discount of 10.87% will apply to the following types of services:

- Residential Local Service
- Simple Business Local Service
- Local Measured Service
- Extended Area Service
- Centrex Line
- Key System
- PBX
- Custom Calling Features
- CLASS
- Centrex Features
- Private Line Service
- IntraLATA Toll Services

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<sup>2</sup> It is noted that, regardless of the types of services covered by this Interconnection Agreement, it would be a violation of the Public Utility Code if the Applicant began offering services or assessing surcharges, to end users, for which it has not been authorized to provide and for which tariffs have not been authorized.

Sprint also agrees to provide Cellular Rentals the ability to order all available features on its switches at parity with what Sprint offers its own end-user customers. (Agreement, p. 22). Where Sprint is the owner or operator of the 911/E911 database, Sprint will maintain daily updating of the 911/E911 database information related to Cellular Rental's end users. Sprint will provide Cellular Rentals a default arrangement/disaster recovery plan including an emergency back-up number in case of massive trunk failures. (Agreement, p. 25).

Sprint and Cellular Rentals aver that the Agreement complies with the criteria identified in the Act at 47 U.S.C. §252(e)(2)(A) quoted above, pursuant to which we must determine whether to accept or reject the Agreement. The Parties assert that the Agreement is not discriminatory and that the interconnection arrangements contained in the Agreement are available to any other local exchange carrier certified to operate in Pennsylvania. Furthermore, the Parties note that other carriers are not bound by the terms of the Agreement and are free to negotiate independently with Sprint pursuant to Section 252 of the Act.

The Agreement is an important step towards allowing Cellular Rentals to compete as a reseller of local exchange service to both residential and business customers. These are two (2) very important objectives which the Act contemplates and the Pennsylvania General Assembly envisioned when it enacted Section 3009(a) of the Public Utility Code, 66 Pa. C.S. §3009(a). As such, the proposed Agreement protects the public interest, convenience, and necessity.

### C. Disposition

Having reviewed the Agreement, we shall approve it, finding that it satisfies the two-pronged criteria of Section 252(e) of the Act. We shall minimize the potential for discrimination against other carriers not a party to the Agreement by providing here that our conditional approval of this Agreement shall not serve as precedent for agreements to be negotiated or arbitrated by other parties. This is consistent with our policy of encouraging settlements. (52 Pa. Code §5.231; *see also*, 52 Pa. Code §69.401, *et seq.*, relating to settlement guidelines, and our Statement of Policy relating to the Alternative Dispute Resolution Process, 52 Pa. Code §69.391, *et seq.*). On the basis of the foregoing, we find that the Agreement does not discriminate against any telecommunications carrier not a party to the negotiations.

The Act requires that the terms of the Agreement be made available for other parties to review (§252(h)). However, this availability is only for purposes of full disclosure of the terms and arrangements contained therein. The accessibility of the Agreement and its terms to other parties does not connote any intent that our approval will affect the status of negotiations between other parties. In this context, we will not require Sprint or Cellular Rentals to embody the terms of the Agreement in a filed tariff, but we will require that the Parties file the Agreement with this Commission. It shall be retained in the public file for inspection and copying consistent with the procedures relating to public access to documents.

With regard to the public interest element of this matter, we note that no negotiated agreement may affect those obligations of the telecommunications carrier in the areas of protection of public safety and welfare, service quality, and the rights of consumers. (*See, e.g.*, Section 253(b) of the Act). This is consistent with the Act and with Chapter 30 of the Public Utility Code, wherein service quality and standards, *e.g.*, universal service, 911, Enhanced 911, and Telecommunications Relay Service, are

inherent obligations of the local exchange company and continue unaffected by a negotiated agreement. We have reviewed the Agreement's terms relating to 911 and E911 services and conclude that these provisions of the Agreement are consistent with the public interest.

### Conclusion

Based on the foregoing and pursuant to Section 252, *supra*, and our *Implementation Order*, we will approve the Agreement between Sprint and Cellular Rentals filed on April 28, 2000, consistent with the conditions delineated in this Opinion and Order; **THEREFORE,**

#### **IT IS ORDERED:**

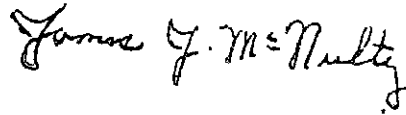
1. That the Joint Application of The United Telephone Company of Pennsylvania, d/b/a Sprint, and Cellular Rentals Companies, Inc., d/b/a PA Telecom, seeking the approval of a Replacement Master Resale Agreement filed April 28, 2000, pursuant to the Telecommunications Act of 1996 and the Commission's June 3, 1996 Order in *In Re: Implementation of the Telecommunications Act of 1996*, Docket No. M-00960799, is hereby granted consistent with this Opinion and Order.

2. That approval of the Replacement Master Resale Agreement shall not serve as binding precedent for negotiated or arbitrated agreements between non-parties to the instant agreement.



3. That the Parties shall file a true and correct copy of the Replacement Master Resale Agreement, with appropriate amendment, with this Commission within thirty (30) days of the date of entry of this Opinion and Order.

BY THE COMMISSION,



James J. McNulty  
Secretary

(SEAL)

ORDER ADOPTED: July 13, 2000

ORDER ENTERED: JUL 14 2000