**PENNSYLVANIA**

**PUBLIC UTILITY COMMISSION**

**Harrisburg, PA 17120**

Public Meeting held January 13, 2022

Commissioners Present:

Gladys Brown Dutrieuille, Chairman

John F. Coleman, Jr., Vice Chairman

Ralph V. Yanora

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| Joint Petition of The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink and Dish Wireless L.L.C. for Approval of an Amendment to an Interconnection Agreement under Section 252(e) of the Telecommunications Act of 1996 | A-2021-3029243 | |
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**OPINION AND ORDER**

**BY THE COMMISSION:**

Before the Pennsylvania Public Utility Commission (Commission) for consideration is the Joint Petition requesting approval of an Amendment to a Commercial Mobile Radio Service (CMRS) Interconnection Agreement (Amendment) between The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink (CenturyLink) and Dish Wireless L.L.C. (Dish Wireless) (collectively, Parties).[[1]](#footnote-1) The Amendment was filed pursuant to the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (codified as amended in scattered sections of Title 47, United States Code) (TA‑96 or Act), including 47 U.S.C. §§ 251, 252, and 271, and the Commission’s Orders in *In Re: Implementation of the Telecommunications Act of 1996*, Docket No. M‑00960799 (Order entered June 3, 1996) (*June* *1996 Implementation Order*); Order on Reconsideration entered September 9, 1996; *see also* *Proposed Modifications to the Review of Interconnection Agreements* (Order entered May 3, 2004) (*May 2004 Implementation Order*) (collectively, *Implementation Orders*).

**History of the Proceeding**

On October 22, 2021, CenturyLink and Dish Wireless filed a Joint Petition for approval of an Amendment to a CMRS Interconnection Agreement between the Parties. The Commission’s *May 2004 Implementation Order* requires Parties to file a signed copy of the Amendment with the Commission within thirty days of its signing. The last Party signed the Amendment on October 3, 2021. Accordingly, the Amendment was filed in accordance with the required thirty-day deadline. Notice of the Joint Petition and Amendment was published in the *Pennsylvania Bulletin* on November 6, 2021, at 51 *Pa.B*. 7035, advising that any interested parties could file comments concerning the Joint Petition and Amendment within ten days. No comments have been received.

The Amendment will become effective on the date of the Commission’s approval of the Amendment. The Parties also agree that each Party may implement the provisions of the Amendment upon its execution by both Parties. Amendment at 1. In the Joint Petition before us, CenturyLink is the Incumbent Local Exchange Carrier (ILEC). Dish Wireless is certificated Competitive Local Exchange Carrier (CLEC) in the service territory of CenturyLink.[[2]](#footnote-2)

**Discussion**

**A. Standard of Review**

The standard for review of a negotiated interconnection agreement is set forth in Section 252(e)(2) of TA-96, 47 U.S.C. § 252(e)(2). Section 252(e)(2) provides in pertinent part, that:

(2) Grounds for rejection. The State commission may only reject—

(A) an agreement (or any portion thereof) adopted by negotiation under subsection (a) of this section if it finds that –

(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. . . .

With these criteria in mind, we shall review the Amendment submitted by CenturyLink and Dish Wireless.

**B. Summary of Terms**

The Amendment provides the conditions under which the Parties may use a Third Party Transit Provider to exchange traffic between their networks. These conditions provide that Dish Wireless may designate one or more Third Party Transit Providers to exchange InterMTA[[3]](#footnote-3) and IntraMTA traffic between their networks under the following conditions:

(1) Prior to the use of Third Party Transit Provider to exchange traffic between the Parties, Dish Wireless will identify the transiting party; and CenturyLink will confirm that the Third Party Transit Provider has a current interconnection agreement with CenturyLink;

(2) Prior to the use of a Third Party Transit Provider(s) to exchange traffic between the Parties, Dish Wireless must designate its NPA-NXX[[4]](#footnote-4) codes in the LERG[[5]](#footnote-5) as homing to each Third Party Transit Provider’s Tandem Switch in the LATA.[[6]](#footnote-6)

(3) After the Parties have established Direct Interconnection between their networks, neither Party may continue to transmit its originated InterMTA, IntraMTA and transit traffic indirectly;

(4) Each Party that originates the traffic is responsible for payment of any charges incurred and/or billed by a Third Party Transit Provider, for transit, transport and/or termination compensation arrangements that may or may not be contained in separate agreements with CenturyLink or Dish Wireless;

(5) Dish Wireless will pass unaltered to the Third Party Transit Provider(s) all signaling information in accordance with 47 C.F.R. §64.1601 and industry standards.

Amendment at 1-4.

**C. Disposition**

We shall approve the Amendment, finding that it satisfies the two-pronged criteria of Section 252(e) of TA-96. We note that in approving this privately negotiated Amendment, we express no opinion regarding the enforceability of our independent state authority preserved by 47 U.S.C. § 251(d)(3) and any other applicable law.

We shall minimize the potential for discrimination against other carriers not parties to the Amendment by providing here that our approval of the Amendment 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 Amendment does not discriminate against other telecommunications carriers not parties to the negotiations that resulted in the Amendment or to the Agreement itself.

TA‑96 requires that the terms of the Amendment be made available for other parties to review. 47 U.S.C. § 252(h). However, this availability is solely for the purpose of full disclosure of the terms and arrangements contained therein. The accessibility of the Amendment and its terms to other parties does not connote any intentthat our approval of such an amendment will affect the status of negotiations between other parties. In this context, we will not require CenturyLink and/or Dish Wireless to embody the terms of the Amendment in a filed tariff.

With regard to the public interest element of this matter, we note that under Chapter 30 of the Code,[[7]](#footnote-7) a negotiated interconnection agreement does not alter the obligations of any telecommunications carrier with regard to protection of the public safety and welfare, continued service quality, and preservation of the rights of consumers.[[8]](#footnote-8) This is consistent with TA‑96 and Chapter 30, wherein service quality and standards, *e.g.*, Universal Service, 911, Enhanced 911,[[9]](#footnote-9) and Telecommunications Relay Service, are inherent obligations of the telecommunications carriers and continue unaffected by a negotiated agreement. In addition, an ILEC cannot, through the negotiation of an interconnection agreement, eliminate its carrier of last resort obligations.[[10]](#footnote-10)

Before concluding, we note that the Joint Petitioners have filed a signed, true and correct copy of the Amendment as part of their Joint Petition. We also note that, as identified above, the Amendment was filed within the thirty-day deadline set forth in the Commission’s *Implementation Orders*.

The Commission’s Secretary’s Bureau has published an electronic copy of the Amendment to the Commission’s website prior to publishing notice of the Amendment in the *Pennsylvania Bulletin*. Consistent with our *May 2004 Implementation Order*, since we will approve the Amendment as filed without any modifications, we will not require the Joint Petitioners to file an electronic copy of the Amendment after the entry of this Opinion and Order.

**Conclusion**

Based on the foregoing and pursuant to Section 252(e) of TA‑96 and our *Implementation Orders*, we determine that the Amendment to the CMRS Interconnection Agreement between CenturyLink and Dish Wireless is non-discriminatory to other telecommunications carriers not party to the Amendment and that it is consistent with the public interest; **THEREFORE,**

**IT IS ORDERED:**

1. That the Joint Petition for approval of an Amendment to a Commercial Mobile Radio Services Interconnection Agreement filed on October 22, 2021, by The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink and Dish Wireless L.L.C. is granted, consistent with this Opinion and Order.

2. That approval of the Amendment to the Interconnection Agreement shall not serve as binding precedent for negotiated or arbitrated agreement between non-parties to the Interconnection Agreement and Amendment.

3. That this matter be marked closed.

 **BY THE COMMISSION,**

Rosemary Chiavetta

Secretary

(SEAL)

ORDER ADOPTED: January 13, 2022

ORDER ENTERED: January 13, 2022

1. We note that the original agreement between CenturyLink and Dish Wireless was concurrently filed with the amendment and subsequently concurrently approved by the Commission at the Public Meeting held on January 13, 2022. *See* *Joint Petition of The United Telephone Company of Pennsylvania LLC d/b/a CenturyLink and Dish Wireless L.L.C. for Approval of an Interconnection Agreement under Section 252(e) of the Telecommunications Act of 1996*,Docket No. A-2021-3029242. [↑](#footnote-ref-1)
2. In this instance the interconnection agreement is between a wireline and wireless carrier. In prior interconnection orders between wireline carriers the Commission has included a notice that all carriers and applicants beginning to provide service in Pennsylvania should not do so without Commission authorization and without complying with applicable provisions to the Public Utility Code (Code) and our Regulations. Although one carrier in this interconnection agreement is a wireless carrier, and the Commission’s regulatory oversight is more circumscribed under the Code and our Regulations, the Commission will preserve its jurisdiction over those areas allowed by law.  [↑](#footnote-ref-2)
3. MTA is an acronym for Major Trading Area that refers to a Federal Communications Commission authorized wireless territory. [↑](#footnote-ref-3)
4. NPA stands for Numbering Plan Area, and NXX refers to the first three digits of a telephone number, which identify the specific telephone company central office that serves that number. [↑](#footnote-ref-4)
5. LERG refers to Local Exchange Routing Guide which is a database of telecommunications numbering resources used by telecommunications service providers for its operations. [↑](#footnote-ref-5)
6. LATA refers to Local Access and Transport Area and represents an area within which a local telephone company is permitted to operate. [↑](#footnote-ref-6)
7. 66 Pa. C.S. §§ 3011-3019. [↑](#footnote-ref-7)
8. *See, e.g*., 66 Pa. C.S. § 3019(b). [↑](#footnote-ref-8)
9. Both ILECs and wireless carriers are under the affirmative obligation to route 911/E911 call traffic to the appropriate public safety answering point (PSAP). Although wireless carriers may have direct trunking arrangements with PSAPs for handling of 911/E911 call traffic, we note that such traffic is often routed to the PSAP through switching and trunking facilities of an interconnected ILEC. [↑](#footnote-ref-9)
10. *See, e.g*., Section 253(b) of TA-96. [↑](#footnote-ref-10)