

WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION
STAFF RESPONSES TO BENCH REQUESTS

DATE PREPARED: August 5, 2024 DOCKET: UT-240029 REQUESTER: Bench		WITNESS: Sean Bennett RESPONDER: Sean Bennett TELEPHONE: 360-664-1109
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BENCH REQUEST NO. 5:

With regard to the proposed customer notice (Attachment B of the Settlement Agreement), would the settling parties be willing to allow Commission Staff's Consumer Protection Division and Public Counsel to provide additional review of the proposed customer letter if the Commission were to approve the Settlement Agreement?

- a. Under Provision 9 subsection c of the Settlement Agreement, the Company has agreed to reach out to customers that may be subject to discontinuance via phone, mail, and email (if the Company has an email address on file). What do the settling parties propose if the Company is unable to make contact with a customer if they are experiencing a service outage or service issues?
- b. Will the Company dispatch a service technician to the service address if it cannot reach a customer via phone, mail, or email?

RESPONSE:

Staff has no objection to the UTC Consumer Protection division and the AG's Public Counsel Unit reviewing and making changes to the customer notice contained within Appendix B as long as the changes are not focused on changing the substance or meaning of the outlined and agreed upon settlement process. Staff notes that Consumer Protection provided some edits during the settlement process, and Staff offered Public Counsel the opportunity to make comments, but it was unable to do so given the short timelines involved with the settlement process and the then-upcoming settlement hearing.

- a. Staff supports CenturyLink dispatching a technician to a location if the customer is experiencing a service outage or service issues.
- b. Staff supports CenturyLink dispatching a technician to the service address if the company cannot reach a customer and does not receive a response from that customer after using the three methods outlined in the agreement (telephone, mail, and email).

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BENCH REQUEST NO. 6:

Provision 3 of the Settlement Agreement provides for a five-year stay out period. Provision 3 subsection b states “At any time after the initial five (5) years of the AFOR, any party, including the Commission, Commission Staff, or Public Counsel, may review and seek adjustments to or replacement of the AFOR.”

- a. Does this five-year stay-out period preclude the Commission or any settling or non-settling party from revisiting the case before the five-year period elapses?
- b. If CenturyLink customers continue to see widespread service quality issues can the Commission or any other party raise the issue before the Commission prior to the end of the five-year term?

RESPONSE:

- a. Yes and no. Staff and CenturyLink set the five-year period to allow service providers to receive RDOF, BEAD, or the 5G Mobility fund to deploy communications infrastructure. This structure also provides CenturyLink regulatory certainty. If the Commission adopts the settlement, it will fix the AFOR in place for at least the next five years. Having said that, the Commission or a party could move or petition to alter or amend the order adopting the settlement to change the stay out period.
- b. Yes. Nothing in the Settlement Agreement restricts the Commission’s ability to investigate quality of service issues, or to penalize CenturyLink or any of the CenturyLink ILECs for violations of the public service laws or the Commission’s rules. The Settlement Agreement contains provisions governing automatic service credits for service quality issues, but the only restriction related to the Commission’s authority from those is that the Commission would be unable to issue a penalty specifically for CenturyLink’s failure to issue the credit automatically and instead, the subscriber would receive a credit for two times the amount.

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BENCH REQUEST NO. 7:

In rural areas within Washington, cellular service providers (both fixed wireless and mobile wireless) may serve as the carrier of last resort providing crucial access to emergency services. Can both parties provide any market practices, applicable rules and/or statutes that pertain to back-up battery capabilities for cellular towers in Washington?

- a. How long must (or, if not required, typically do) battery back-ups provide service to cellular towers in the event of loss of electricity service?
- b. Does either party receive notification from cellular providers when a cell tower goes offline or is unable to operate?

RESPONSE:

- a. WAC 480-123-030(1)(g) requires wireless carrier ETCS to have a “reasonable amount of backup power (fixed, portable or other backup power source) for its cell sites”. Prior to 2015, statute required wireless carriers to have at least four hours of backup battery power at each cell site and backup generators at each microwave hub.

On July 25, Staff spoke with a T-Mobile representative that indicated the company has backup battery power at cellular towers.

On July 26, Staff sent an email to T-Mobile, Verizon and AT&T and asked the companies to indicate if they:

- Have battery backup for cellular towers, if so, how long a battery lasts in the event of loss of electricity service;
- If not, does it have an alternative backup power service, if so, how long does the alternative help provide service.

As of August 2, 2024, Staff received responses from those companies and has summarized them below.

Verizon indicates that all of its cellular towers (macro sites) have battery backup and that battery back-up can operate for up to eight hours. Many of Verizon’s cellular towers also have permanent generators, which can be refueled indefinitely as long as it is safe to access the site. For those without a generator installed, each site has an outlet so that a portable generator can be setup if necessary.

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AT&T indicates that its sites have battery backup. The sites are engineered for four hours of battery backup if the site does not have a fixed generator. If the site does have a fixed generator, the fixed generator is engineered to provide an extension of backup service to at least 4 hours or more.

T-Mobile replied to staff that its sites have battery backup where possible, unless limited by issues including zoning and site ownership. The T-Mobile macro cell sites have a minimum of [REDACTED] battery backup. Sites where power is provided by permanent or portable generators have back up power times dependent on fuel tank size with typical power for 48 hours until refuel. Additionally, T-Mobile has coverage for sites with a fleet of cell on wheels and cell on light trucks for standby response nationwide in emergencies.

- b. No, staff does not receive a notification from cellular providers when a cell tower is unable to operate.

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BENCH REQUEST NO. 8:

Under Provision 9, if CenturyLink identifies a challenging customer location (CCL) in a proposed discontinuance area, or a customer's dispute about CCL status is upheld and reasonable alternatives are not available, is the customer's service address considered a CCL or is the entire discontinuance area considered a CCL area. Please explain.

RESPONSE:

The individual service address is a CCL. However, if CenturyLink wants to discontinue service to an area that contains a CCL, it must petition the Commission for approval. Alternatively, CenturyLink would be able to remove the individual service address from the discontinuance service area and initiate the enhanced discontinuance process for the remaining locations which have reasonably available alternatives. Staff believes, and CenturyLink has indicated that it agrees, that a discontinuance area must be contiguous as it wouldn't make sense to have pockets of areas with service, within areas where CenturyLink discontinued service. To clarify, this means that a discontinuance area would be consistent with the geographic area covered by the CenturyLink network area and that CenturyLink will not engineer a discontinuance area to exclude CCLs based on any reason other than the network footprint.

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BENCH REQUEST NO. 9:

Under Provision 9, if neither wireless or fixed internet is reasonably available for a Low-Income Customer, CenturyLink will provide the customer with a credit equal to the lowest amount of installation or handset setup costs by mailing the customer a prepaid debit card at least 30 days prior to the discontinuance date. Please explain how does such a payment provide a low-income customer with a reasonable alternative to their current CenturyLink service?

RESPONSE:

If neither wireless nor fixed internet service are reasonably available, the service address would be a CCL and CenturyLink would need to petition the Commission to discontinue service. The credit does not apply in that scenario. If wireless or fixed internet is reasonably available, but the customer does not subscribe to either, CenturyLink must provide a credit to facilitate the customer's subscription to one of the available services. The credit is meant to eliminate any barrier to subscribing to an available, alternative service.