

April 14, 2026

Via Electronic Filing

Marlene H. Dortch
Secretary
Federal Communications Commission
45 L Street NE
Washington, DC 20554

Re: *Assignment Applications Filed By AT&T Mobility II LLC and EchoStar Corp.,*
WT Docket No. 25-303
Applications of Spectrum Business Trust 2025-1, Space Exploration Technologies
Corp., and EchoStar Corporation for Consent to Assign Spectrum and Earth
Station Licenses, GN Docket No. 25-302

Dear Ms. Dortch,

We write on behalf of the Michigan Coalition to Protect Public Rights-of-Way (PROTEC) to urge the Commission to address the contractual obligations of EchoStar's wholly owned subsidiary, DISH Wireless, before granting approval of EchoStar's proposed spectrum sale.

PROTEC is a thirty-year-old governmental consortium of more than one hundred Michigan municipalities focusing on our public rights-of-way and the intersection with those many utilities occupying and those seeking access to occupy and utilize our public rights-of-way.¹ With respect to these dockets, PROTEC seeks to ensure that the interests of our members—and municipalities across Michigan—are protected.

Many of our members allow wireless providers to lease space on municipally owned property to place their equipment. Historically, municipalities have found this to be a mutually beneficial arrangement: wireless providers are able to expand and maintain their networks, municipalities obtain revenue from property that would otherwise generate no income, and businesses and residents in the community benefit from better wireless network coverage.

¹ See <https://www.protec-mi.org/>.

The recent actions of EchoStar and DISH Wireless jeopardize such arrangements. The December 15, 2025, letter from the Wireless Infrastructure Association (WIA) filed with the Commission adequately provides the relevant background information,² so we do not repeat the full history in this letter. Our members have been among those who have received letters from DISH Wireless, seeking to avoid its contractual obligations based on a purported claim that the Commission's actions against EchoStar have made it “impossible for DISH Wireless to perform” and that “DISH Wireless’s obligations are excused.”³

For the reasons stated by WIA and many others who have submitted letters to the Commission, the Commission should not approve EchoStar’s proposed spectrum sale without ensuring that EchoStar and DISH Wireless fulfill their contractual obligations with their infrastructure partners. This includes property owners who have lease agreements with DISH Wireless.

In addition to the broad economic and financial impacts that WIA highlighted in its March 11, 2026 letter and accompanying attachment,⁴ DISH Wireless’s attempts to skirt its contractual obligations will be particularly harmful to municipalities. A tenant’s default on a lease is detrimental to any landlord, but these defaults are particularly impactful for municipalities. Under state law, municipalities must operate under prospective balanced budgets and are prohibited from deficit spending.⁵ Thus, municipalities do not have the flexibility to take a hit to anticipated revenue in the same way that private property owners may be able to. If DISH Wireless is allowed to default on its contractual obligations on an unprecedented scale, that would signal to municipalities across the nation that wireless leases are no longer the stable revenue stream they once were. Municipalities who are unable or unwilling to shoulder the risk of such defaults may respond by divesting themselves of wireless infrastructure leases entirely—particularly if the municipality owns the tower and is responsible for the associated maintenance costs. In turn, this would impair providers’ abilities to expand and maintain their networks, result in more coverage gaps, and increase the costs of wireless plans for consumers.

We also note the current federal court litigation in the District of Colorado, where the private-sector tower owners are addressing these same issues.⁶ Municipal interests are considering joining such litigation if a representative coalition of municipalities can be timely assembled.

In the meantime, it is critical that the Commission consider these and other comments as it approaches a review and decision in these dockets. If the Commission is committed to the wireless

² See Letter from the Wireless Infrastructure Association, GN Docket No. 25-302 & WT Docket No. 25-303 (rec. Dec. 15, 2025), available at <https://www.fcc.gov/ecfs/document/1215191725977/1>.

³ See, e.g., Letter and Attachment from Horry Telephone Cooperative, Inc., GN Docket No. 25-302 & WT Docket No. 25-303 (rec. Feb. 20, 2026), available at <https://www.fcc.gov/ecfs/document/1022066039779/1>.

⁴ Letter and Attachment from the Wireless Infrastructure Association, GN Docket No. 25-302 & WT Docket No. 25-303 (rec. Mar. 11, 2026), available at <https://www.fcc.gov/ecfs/search/search-filings/filing/1031195793146>.

⁵ Uniform Budgeting and Accounting Act, Mich. Comp. Laws § 141.421 et seq.

⁶ *American Towers LLC v. Dish Wireless LLC*, No. 1:25-cv-3311 (D. Colo. filed Oct. 20, 2025).

goals of its Build America Agenda, it must hold EchoStar and DISH Wireless accountable by not allowing them to unfairly profit by skirting their contractual obligations with the municipalities who made their wireless buildouts possible.

Respectfully submitted,

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