

**BEFORE THE GUAM PUBLIC UTILITIES COMMISSION**

IN THE MATTER OF:	)	GTA DOCKET 12-03
	)	
JOINT PETITION OF TELEGUAM	)	
HOLDINGS, LLC AND GUAM TELECOM,	)	<b>PUC COUNSEL REPORT</b>
LLC FOR APPROVAL OF	)	
THE INTERCONNECTION AGREEMENT	)	
PURSUANT TO SECTION 252 OF THE	)	
TELECOMMUNICATIONS ACT OF 1996	)	
_____	)	

**INTRODUCTION**

1. This matter comes before the Guam Public Utilities Commission ["PUC"] upon the Joint petition of TeleGuam Holdings, LLC ["GTA"] and Guam Telecom, LLC ["GT"] (jointly "the Parties").<sup>1</sup>
2. The Parties submit their Interconnection Agreement for approval by the PUC in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996. They request that the PUC approve the Agreement pursuant to the requirements of Section 252(e).

**BACKGROUND**

3. The parties request that their Interconnection Agreement consist of the same agreement previously executed between GTA and Pacific Data Systems, Inc.
4. On September 28, 2010, the PUC approved the Interconnection Agreement between GTA Telecom LLC and Pacific Data Systems, Inc.<sup>2</sup>
5. Here the Parties wish to "adopt" the Agreement between GTA Telecom LLC and Pacific Data Systems in its entirety, and the parties refer to it as the "Adopted Agreement." Certain changes, including but not limited to the following, are proposed in the "Adopted" Agreement<sup>3</sup>:

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<sup>1</sup> Joint Petition of GTA and GT, GTA Docket 12-03, filed June 5, 2012.

<sup>2</sup> PUC Order Approving Interconnection Agreement, GTA Docket 10-08, dated October 29, 2010.

<sup>3</sup> Attachment A to the Joint Petition of GTA and GT, GTA Docket 12-03, filed June 5, 2012.

(a) All services provided under the Adopted Agreement will be consistent with decisions of courts having jurisdiction over the Agreement, including but not limited to the decisions of the Courts of Appeals and the United States Supreme Court.

(b) GT is substituted in the Adopted Agreement for Pacific Data Systems ["PDS"]. GTA remains as the other Party of the Adopted Agreement.

(c) The agreement is effective upon the Effective Date and continues in full force until the End Date, which will be the earlier of (1) the date a voluntary non-interim agreement has been negotiated and executed by the Parties; (2) the date a non-interim agreement has been arbitrated and executed by the Parties; or (3) September 28, 2013, which corresponds with the End Date of the Adopted Agreement.

(d) The parties have agreed to substitute and replace Paragraph 2.1 of the Interconnection Attachment of the Adopted Agreement with a new provision 2.1, regarding Points(s) of Interconnection. The provision gives GT the right to choose from any of the following locations as the technically feasible point(s) of Interconnection: Agana Central Office, Upper Tumon Central Office, and Dededo Central Office.

(e) The parties have also added a new provision, 7.4, regarding Reciprocal Compensation Traffic Bill and Keep Arrangement of the Interconnection Attachment of the Adopted Agreement. The Parties waive all monetary obligations of previously billed Reciprocal Compensation Traffic Invoices of the Interconnection Agreement approved by the Guam Public Utilities Commission on December 9, 2009 and the 1<sup>st</sup> amendment to Interconnection Agreement approved by the Guam Public Utilities Commission on March 25, 2010.

(f) The agreements in provision 7.4 cover reciprocal compensation for the exchange of Reciprocal End Office Compensation Traffic originated and terminated between GTA and Guam Telecom, in accordance with certain terms and conditions. The included Traffic does not include Internet Traffic, Interstate or Intrastate Exchange Access, Cellular Traffic, Toll Traffic, Voice Information Service Traffic, or any other traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

(g) Except for the changes set forth, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Agreement and the Adopted Agreement, the parties' agreement (Attachment A to their Joint Petition) will control.

### ANALYSIS

6. The "Adopted" Agreement, which GTA and GT intend to use as their Interconnection Agreement, was fully reviewed and approved by the PUC in GTA Docket 10-08. After a thorough review of the "Adopted" Agreement in that Docket, PUC Legal Counsel found that the Agreement included terms and conditions which the PUC previously ordered, and that "the proposed ICA complies with the prior orders of the PUC and the ALJ."<sup>4</sup>
7. As in GTA Docket 10-08, PUC Counsel finds in the instant case that the Interconnection Agreement Proposed by GTA and GT does not violate the standards set forth in 47 USC §252[e][2][A]. The Agreement includes the provisions previously mandated by the PUC; the provisions of the Agreement have been negotiated by the parties and appear to have resulted in a final product which adequately protects the interests of both. The Agreement does not discriminate against a telecommunications carrier not a party to the Interconnection Agreement. The Agreement is consistent with the public interest, convenience and necessity. It is in the public interest to provide the people of Guam with modern, innovative, accessible and affordable telecommunications services and products.<sup>5</sup>

### RECOMMENDATION

8. The Interconnection Agreement of the Parties [i.e., the "Adopted Agreement"] should be approved, as the proposed Interconnection Agreement satisfies the requirements of 47 USC §252[e][2][A].
9. Counsel has submitted a proposed Order which would approve the adoption by the Parties of their Interconnection Agreement.

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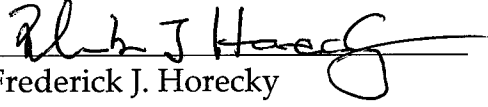
<sup>4</sup> PUC Counsel Report, GTA Docket 10-08, dated October 19, 2010, at p. 2.

<sup>5</sup> See Guam Telecommunications Act of 2004, 12 GCA §12101(2).

PUC Counsel Report  
In Re: Joint Petition of GTA & GT  
for Approval of ICA  
GTA Docket 12-03  
June 20, 2012

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Dated this 20<sup>th</sup> day of June, 2012.

  
Frederick J. Horecky  
PUC Legal Counsel