

BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

In the Matter of

GTA DOCKET 10-03

**Joint Petition of GTA TeleCom, LLC and
Guam Telecom, LLC for approval of the
Amendment of the Interconnection
Agreement pursuant to Section 252 of the
Telecommunications Act of 1996**

PUC COUNSEL REPORT

On February 18, 2010, GTA TeleCom, LLC [GTA] and Guam Telecom, LLC [GT] filed a Joint Petition with the Guam Public Utilities Commission [PUC] for approval of an Amendment to their Interconnection Agreement, pursuant to Section 252 of the Telecommunications Act of 1996.¹ The Commission originally approved the Interim Interconnection Agreement between GTA and GT by Order dated December 23, 2009.² In their present Petition, the parties request that the PUC approve an Amendment to the Interconnection Agreement; such amendment is made Attachment "A" to the Petition.³

In the Amendment, the parties have agreed to "Alternative Interconnection Arrangements" for a "Mid-Span Fiber Meeting" ("MSFM"). Both parties agree that if it is necessary to construct or deploy fiber cable for any MSFM, the GTA Agana Central Office will serve as the MSFM location.⁴ At a meeting between the parties and PUC Counsel on March 11, 2010, the parties indicated that the MSFM provided in their existing Interconnection Agreement (which is the same agreement adopted by GTA/IT&E Overseas Inc. dated August 8, 2007), the MSFM referred to is the GTA Tumon Office. However, the parties believe that the GTA Agana Central Office location as the MSFM is a more suitable environment for both parties to terminate any spare fiber optic cable and complete the fiber splice for termination of their fiber optic cables in the GTA manhole.⁵

¹ GTA & GT Joint Petition for Approval of the Amendment to the Interconnection Agreement, GTA Docket 10-03, filed February 18, 2010.

² PUC Order Approving Interconnection Agreement, GT Docket 09-02, issued December 23, 2010.

³ Attachment "A" to GTA & GT Petition for Approval of the Amendment of the Interconnection Agreement.

⁴ Id. at ¶3.

⁵ Id.

The Amendment provides various arrangements for the fiber splice and the cable connection for the MSFM. The MSFM arrangement established under the Amendment is only to be used for the transmission and routing of agreed upon traffic on separate and distinct trunk groups.⁶ Provisions are also made for transmission characteristics and requirements of the fiber cable, maintenance and restoration thereof, and transmissions and routing of exchange access traffic.⁷ The Amendment also provides for “Meet-Point Billing” (MPB) Arrangements.⁸ The parties further agree that they will use reasonable efforts to maintain provisions in their respective state access tariffs and provisions within the National Exchange Carrier Association (NECA) Tariff No. 4, that are sufficient to reflect the MPB arrangements established pursuant to their Agreement.⁹

According to the parties, applicable billing rates are already established in the Interconnection Agreement, the National Exchange Carrier Association (NECA) Tariff No. 4, and General Exchange Tariffs.¹⁰ Certain formulas are calculated for MPB billing percentages to be owed by the parties. Certain terms are also provided to be applicable when either party delivers toll free service access code calls to the other party.¹¹ The parties indicate that they concur with the applicable prices. The parties’ Interim Interconnection Agreement, as well as present Amendment (if approved), would terminate no later than August 8, 2010.¹²

The parties submit their 1st Amendment to the Interconnection Agreement to PUC for approval pursuant to 47 USC §252[e] of the Telecommunications Act of 1996, as amended. Pursuant to 47 USC §252[e][2][A], the provisions of the IA adopted by negotiation may only be rejected by PUC if PUC finds that [i] any such provision discriminates against a telecommunications carrier not a party to the agreement or [ii] the implementation of any such provision is not consistent with the public interest, convenience and necessity.

The amendment proposed by GTA and GT does not violate the standards set forth in 47 USC §252[e][2][A]. The parties need to establish a feasible alternative interconnection arrangement for the Mid Span Fiber Meeting, as the GTA Tumon Office referred to in the Interconnection Agreement is not the appropriate location for the parties. The

⁶ Id. at ¶3.4.

⁷ Id. at ¶¶3.6, 3.7, and 9.

⁸ Id. at ¶10.

⁹ Id. at ¶10.4.

¹⁰ Representation by the Parties at the meeting with PUC Counsel on March 11, 2010.

¹¹ Id. at ¶¶10.5 through 10.18 and 11.

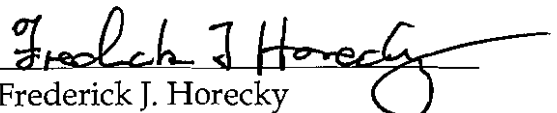
¹² PUC Order Approving Interim Interconnection Agreement, GT Docket 09-02, issued December 23, 2009.

Amendment does not discriminate against a telecommunications carrier not a party to the Interconnection Agreement. The Federal Communications Commission has codified the meaning of nondiscrimination in 47 C.F.R. 51.311(a) to mean that the access provided "shall be the same for all telecommunications carriers requesting access to that network element..." Here, by providing MSFM arrangements at the GTA Agana Central Office, GT will be assured access to such services on the same basis as other telecommunications carriers. The Amendment 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.¹³

Recommendation

The Joint Petition of the parties should be approved, as the proposed Amendment to their Interconnection Agreement satisfies the requirements of 47 USC §252[e][2][A]. Counsel has submitted a proposed Order which would approve the adoption by the parties of 1st Amendment to their Interconnection Agreement.

Dated this 23rd day of March, 2010.


Frederick J. Horecky
PUC Legal Counsel

¹³ See Guam Telecommunications Act of 2004, 12 GCA §12101(2).