



applies for the support of virtual collocation equipment. The monthly fee is determined by multiplying the MRC by the rack units ordered by PDS.”<sup>4</sup>

### DETERMINATIONS

6. GTA and PDS have mutually negotiated the First Amendment; said amendment does not appear to violate any provision of Section 252(e) of the Telecommunications Act of 1996.
7. The Agreement does not discriminate against a telecommunications carrier not a party to the Interconnection Agreement pursuant to the standards set forth in 47 USC §252[e][2][A].
8. Furthermore, the Agreement is consistent with the public interest, convenience and necessity. It clarifies arrangements for provision of collocation services by GTA to PDS. One of the goals of the Guam Telecommunications Act of 2004 is to provide the consumers of Guam with the introduction of new telecommunications services and products.<sup>5</sup>

### ORDERING PROVISIONS

After review of the Joint Petition, the proposed First Amendment, and the PUC Counsel Report, for good cause shown, the Guam Public Utilities Commission **HEREBY ORDERS** that:

1. The First Amendment to the Interconnection Agreement between GTA Telecom, LLC and Pacific Data Systems Inc., as filed with their July 19, 2012 Joint Petition, is approved.
2. All terms and conditions of GTA and PDS, as set forth in Attachment A to their Joint Petition, are also hereby approved. The parties shall comply with all duties and obligations thereunder in accordance with their Interconnection Agreement.
3. In the event that the parties revise, modify or further amend their Interconnection Agreement, as approved herein, the revised, modified or amended Interconnection

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<sup>4</sup> Id.

<sup>5</sup> Guam Telecommunications Act of 2004, 12 GCA §12101(3).

Agreement shall be submitted to PUC for approval pursuant to 47 USC §252[e][1] prior to taking effect.

4. PUC reserves the jurisdiction and authority to enforce the Interconnection Agreement, to issue appropriate orders with regard thereto, and to hear and resolve complaints with respect to the Interconnection Agreement pursuant to PUC's existing authority.
5. GTA and PDS are ordered and directed to each pay one half of the PUC's regulatory expenses and fees in this docket.

Dated this 27<sup>th</sup> day of August, 2012.

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Jeffrey C. Johnson  
Chairman

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Joseph M. McDonald  
Commissioner

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Rowena E. Perez  
Commissioner

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Filomena M. Cantoria  
Commissioner

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Michael A. Pangelinan  
Commissioner

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Peter Montinola  
Commissioner