

BEFORE THE GUAM PUBLIC UTILITIES COMMISSION



IN RE:

)
) DOCOMO DOCKET 19-01
)

PETITION OF DOCOMO PACIFIC FOR
APPROVAL OF WIRELINE

INTERCONNECTION AGREEMENT

PURSUANT TO SECTION 252 OF THE

TELECOMMUNICATIONS ACT OF 1996

)
) **ORDER**
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INTRODUCTION

1. This matter comes before the Guam Public Utilities Commission [“PUC”] upon the Petition of Docomo Pacific Inc. [“DPAC”] for approval of its Wireline Interconnection Agreement with TeleGuam Holdings, LLC [“GTA”] pursuant to Section 252 of the Telecommunications Act of 1996.¹
2. DPAC submits its Interconnection Agreement for approval by the PUC in accordance with the terms of Section 252(e) of the Telecommunications Act of 1996. It requests that the PUC approve the Agreement pursuant to the requirements of Section 252(e).²

BACKGROUND

3. On December 23, 2009, the PUC approved an Interconnection Agreement between Guam Telecom LLC [which Docomo later purchased] and GTA Telecom LLC.³
4. On June 20, 2012, the PUC authorized Guam Telecom LLC to “adopt” an Interconnection Agreement that had previously been approved by the PUC between GTA Telecom LLC and Pacific Data Systems.⁴
5. In GT Docket 12-03, the PUC approved the transfer of control and ownership of Guam Telecom LLC to Docomo Guam Holdings Inc.⁵

¹ Petition of Docomo Pacific Inc. for Approval of Interconnection Agreement pursuant to Section 252 of the Telecommunications Act of 1996, DOCOMO Docket 19-01, filed September 23, 2019.

² Representatives of DPAC and GTA executed the Interconnection Agreement on September 18, 2019 and September 20, 2019, respectively.

³ PUC Order Approving Interconnection Agreement, GT Docket 09-02, dated December 23, 2009.

⁴ PUC Order, GTA Docket 12-03, dated June 20, 2012.

⁵ PUC Order Approving Sale/Transfer of Ownership and Control of Guam Telecom LLC, GT Docket 12-03, dated December 18, 2012.

6. In Docomo Docket 16-01, the PUC approved the transfer of Certificates of Authority from Guam Telecom LLC to DPAC.⁶
7. Since the transfer of ownership and control of Guam Telecom LLC, DPAC has been utilizing the “adopted” Interconnection Agreement that had previously been approved by the PUC between GTA Telecom LLC and Pacific Data Systems. DPAC determined that it would negotiate its own Interconnection Agreement with GTA.⁷
8. In the instant docket, after discussion and negotiations, on September 23, 2019, DPAC and GTA filed their final, executed Interconnection Agreement with the PUC.
9. The ALJ filed his Report herein dated October 16, 2019. The PUC adopts the findings and recommendations therein.⁸

DETERMINATIONS

10. 47 U.S.C. §251 provides that each telecommunications carrier has the duty to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers.⁹
11. The duty to interconnect includes providing facilities and equipment for the transmission and routing of telephone exchange service and exchange access at any technically feasible point within the carrier’s network; the interconnection provided must be at least equal in quality to that provided by a local exchange carrier to itself or its subsidiaries and affiliates. The rates, terms and conditions of such access must be just, reasonable and nondiscriminatory.¹⁰

⁶ PUC Order Approving the Transfer of Certificates of Authority from Guam Telecom LLC to Docomo Pacific Inc., Docomo Docket 16-01, dated March 31, 2016.

⁷ Phone Conference between Sean Miles, DPAC Compliance Regulatory Manager, and Frederick J. Horecky, PUC ALJ, on October 15, 2019.

⁸ ALJ Report, Docomo Docket 19-01, dated October 16, 2019.

⁹ 47 U.S.C. §251(a)(1).

¹⁰ 47 U.S.C. §251(c)(2).

12. Where, as in the instant case, parties adopt an interconnection agreement through negotiation, the agreement must be submitted for approval to a state utilities commission such as the PUC.¹¹
13. The Agreement establishes specific interconnection and non-access Reciprocal Compensation arrangements between the parties solely for the exchange of wireline Non-Access Reciprocal Compensation Traffic between each party's End User Customers and Transit Traffic.¹²
14. Non-Access Telecommunications Traffic means "traffic exchanged between a LEC and a telecommunications carrier other than a CMRS, including VOIP-PSTN Traffic that originates and terminates within a single mandatory 2-way local calling area as identified in GTA's Tariff, except for telecommunications traffic that is interstate or intrastate exchange access, information access, or exchange services for such access."¹³
15. Non-Access Reciprocal Compensation is an arrangement between two communications service providers that is either a Bill-and-Keep Arrangement or an arrangement in which each carrier receives intercarrier compensation for the transport and termination of Non-Access Telecommunications Traffic.¹⁴
16. Under the "Bill-and-Keep" arrangement, "the company billing the call gets to keep all the money."¹⁵
17. The Interconnection Agreement contains a detailed explanation of the terms and arrangements between the parties. There are various attachments to the Agreement which cover: (1) Glossary of Terms; (2) Pre-Ordering, Ordering, Provisioning, Maintenance and Repair; (3) Local Number Portability; (4) Interconnection; (5) 911; and (6) Pricing.

¹¹47U.S.C. §252(e)(1).

¹² Attachment A to Docomo Pacific Inc. Petition, DOCOMO Docket 19-01, Wireline Interconnection Agreement between Docomo Pacific Inc. and TeleGuam Holdings, LLC, at p. 1.

¹³ Id., at GLOSSARY, General Terms and Conditions, §2.43.

¹⁴ Id., at GLOSSARY, General Terms and Conditions, §2.42.

¹⁵ Newton's Telecom Dictionary (25th Anniversary Edition), definition of "Bill-and-Keep."

18. The Wireline Interconnection Agreement provides for a term of three (3) years.¹⁶
19. The parties physically interconnect their networks via an optical fiber interface at a point of interconnection. The point of interconnection is the location where one party's facilities, provisioning, and maintenance responsibility begins and the other party's responsibility ends.¹⁷
20. The Agreement provides detailed provisions concerning services to be provided, payment requirements, dispute resolution, handling of confidential information, default, good faith performance, indemnification, insurance, liabilities and other matters.¹⁸
21. The Wireline Interconnection Agreement negotiated by the parties in this Docket is very similar, with regard to terms and conditions, to the Wireline Interconnection Agreement between PTI Pacifica Inc. and GTA, which was approved by the PUC in PTI Docket 19-02.¹⁹
22. The PUC may only reject an interconnection agreement if: (1) The agreement or portion thereof discriminates against a telecommunications carrier not a party to the agreement; or (2) The implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity.²⁰
23. 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]. In the Agreement, it is specified that neither party will use any service provided which in any manner prevents other persons from using their service or destroys the normal quality of service to other carriers or to either party's customers.

¹⁶ Attachment A to Docomo Pacific Inc. Petition, DOCOMO Docket 19-01, Wireline Interconnection Agreement between Docomo Pacific Inc. and TeleGuam Holdings, LLC, at p. 2.

¹⁷ Id., at Interconnection Attachment, §3.4.3.

¹⁸ Attachment A to Docomo Pacific Inc. of Petition, at pgs. 1-23.

¹⁹ PUC Order, PTI Docket 19-02, dated March 28, 2019, at p. 4.

²⁰ 47U.S.C. §252(e)(2).

24. The Interconnection Attachment, §7.5 (Network Harm), provides that “Neither party will use any service related to or provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either party’s end User Customer; causes electrical hazards to either party’s personnel, damage to either party’s equipment or malfunction of either party’s billing equipment...”²¹
25. The Agreement is consistent with the public interest, convenience and necessity. In accordance with the Guam Telecommunications Act of 2004, it is in the public interest to provide the people of Guam with modern, innovative, accessible, and affordable telecommunication services and products. This Agreement will enable the parties to provide telecommunications services and products to their customers.
26. The rates in the Pricing Attachment appear to be “just and reasonable”, as they are based upon the pricing set forth in GTA’s General Exchange Tariff (GET).

ORDERING PROVISIONS

After careful review of the record herein, the proposed Wireline Interconnection Agreement of DPAC and GTA, and considering the recommendations of the ALJ, for good cause shown, on motion duly made, seconded and unanimously carried by the undersigned Commissioners, the Guam Public Utilities Commission hereby **ORDERS** that:

1. The Interconnection Agreement between DPAC and GTA is approved pursuant to 47 USC 252[e][4].
2. The Interconnection Agreement satisfies the requirements of 47USC §252[e][2]. It does not discriminate against any non-party to the Interconnection Agreement.
4. In the event that the parties further revise, modify, or amend the Interconnection Agreement approved herein, the revised, modified or amended Interconnection

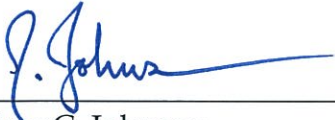
²¹ Attachment A to Docomo Pacific Inc. Wireline Interconnection Agreement, Interconnection Attachment, at §7.5.

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

5. DPAC is ordered and directed to pay the PUC's regulatory expenses and fees in this Docket.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Dated this 31st day of October, 2019.



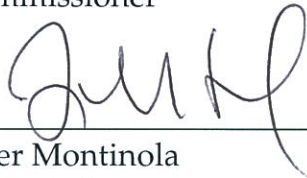
Jeffrey C. Johnson
Chairman



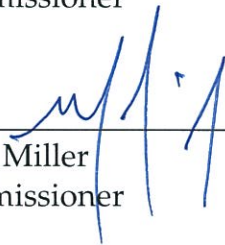
Rowena E. Perez
Commissioner



Joseph M. McDonald
Commissioner



Peter Montinola
Commissioner



Mark Miller
Commissioner

Michael A. Pangelinan
Commissioner



Filomena M. Cantoria
Commissioner