



BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

IN RE:)
) CP Docket 14-01
)
JOINT PETITION OF TELEGUAM)
HOLDINGS LLC AND CHOICE PHONE) PUC COUNSEL REPORT
LLC FOR APPROVAL OF)
INTERCONNECTION AGREEMENT)
_____)

INTRODUCTION

1. This matter comes before the Guam Public Utilities Commission ["PUC"] upon the Joint Petition of Teleguam Holdings LLC ["GTA"] and Choice Phone LLC ["Choice"] (jointly "the Parties") for approval of Interconnection Agreement.¹
2. The Parties submit their Wireless 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 in accordance with the requirements of Section 252(e).²

BACKGROUND

3. The Parties herein have modeled their Interconnection Agreement after the Interconnection Agreement previously executed between GTA and Guam Cellular and Paging, Inc. The GTA-Guam Cellular Interconnection agreement was previously approved by the PUC on October 3, 2008.³
4. Minor modifications have been made by the Parties to update the GTA-Guam Cellular Agreement in accordance with the Telecommunications Act of 1996 and the requirements of the Federal Communications Commission.⁴

¹ Joint Petition of GTA and Choice, CP Docket 14-01, filed February 28, 2014.

² Id.

³ PUC Order Approving Interconnection Agreement, Docket 07-05, dated October 3, 2008.

⁴ Statement by Robert Kelly, Choice Representative/Consultant, to Frederick J. Horecky, PUC Counsel, in Telephone Conference on March 7, 2014.

5. The Agreement provides specific Interconnection and Reciprocal Compensation arrangements between the Parties solely for the exchange of IntraMTA Traffic between their networks.⁵
6. "IntraMTA Traffic" is telecommunications traffic that, at the beginning of the call, originates and terminates within the Guam MTA.⁶ The "MTA" is the "Major Trading Area" designated by the FCC as the service area for Guam.⁷
7. GTA and Choice have agreed to interconnection points, transport methods, technical requirements, and standards.⁸ Each Party agrees to comply with all applicable FCC and PUC standards and quality of service requirements when providing service to the other Party.⁹
8. For traffic exchanged on and after July 1, 2012, Parties agree that "Bill-and-Keep" shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between GTA and Choice.¹⁰ "Bill-and-Keep" is an arrangement between the Parties under which neither of the two charges the other for the transport and termination of IntraMTA traffic that originates on one of the Party's network and terminates on the other Party's network.¹¹
9. The Agreement is effective as of the "Effective Date", which is upon execution by the Parties, subject to subsequent approval of the Commission.¹² The Parties recognize that the Agreement requires "regulatory approval" by the PUC, subject to change, modification, or cancellation as required by a final order of a regulatory authority.¹³
10. The Interconnection Agreement between the Parties "shall automatically renew for successive six-month periods, unless, not less than one hundred twenty (120) days

⁵ Wireless Interconnection Agreement between Teleguam Holdings, LLC, and Choice Phone, LLC, attached to the Petition herein, at §3 Scope.

⁶ Id. at §1.18.

⁷ Id. at §1.24.

⁸ See §4 of the Wireless Interconnection Agreement.

⁹ Id. at §4.6.2.

¹⁰ Id. at §6.1 of the Wireless Interconnection Agreement.

¹¹ Id. at §1.5.

¹² Id. at §19.5.

¹³ Id. at §16.1.

prior to the end of the Term or any renewal Term, either Party notifies the other Party of its intent to renegotiate a new Agreement...”¹⁴

ANALYSIS

11. The form of the Interconnection Agreement which GTA and Choice intend to use as their Interconnection Agreement was reviewed and approved by the PUC in Docket 07-05. PUC Legal Counsel finds that the Agreement complies with the terms and conditions previously approved by the PUC and is not inconsistent with the Interconnection Implementation Rules approved by the Commission in Docket 05-01, Guam Telecommunications Act of 2004.¹⁵
12. The Parties have clarified to PUC Counsel that the “Effective Date” of the Wireless Interconnection Agreement will be the date of approval by the PUC.¹⁶
13. PUC Counsel finds that, in the instant case, the Interconnection Agreement Proposed by GTA and Choice does not violate the standards set forth in 47 USC §252[e][2][A]. 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.
14. 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.¹⁷

RECOMMENDATION

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

¹⁴ Id. at §9.1.

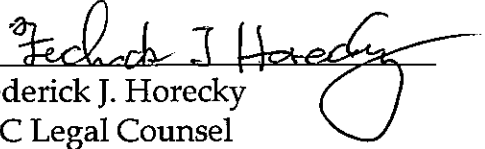
¹⁵ See PUC Order, Interconnection Implementation Rules, Docket 05-01, adopted August 13, 2007.

¹⁶ E-mail from Serge Quenga, GTA Counsel, to Frederick J. Horecky, PUC Counsel, dated March 10, 2014.

¹⁷ See Guam Telecommunications Act of 2004, 12 GCA §12101(2).

PUC Counsel Report
Joint Petition of GTA & Choice
For Approval of ICA
CP Docket 14-01
March 12, 2014

Dated this 12th day of March, 2014.



Frederick J. Horecky
PUC Legal Counsel