

BEFORE THE GUAM PUBLIC UTILITIES COMMISSION

IN THE MATTER OF:)
) PTI Docket 19-02
JOINT PETITION OF TELEGUAM)
HOLDINGS, LLC AND PTI PACIFICA INC.)
d/b/a IT&E FOR APPROVAL OF) **ALJ REPORT**
AMENDMENT #1, WIRELINE)
INTERCONNECTION AGREEMENT)
_____)

INTRODUCTION

1. This matter comes before the Guam Public Utilities Commission ["PUC"] on the Petition of TeleGuam Holdings LLC ["GTA"] and PTI Pacifica Inc. d/b/a IT&E ["PTI"] for approval of Amendment #1 to their Wireline Interconnection Agreement.¹
2. In Amendment #1, the Parties request that certain amendments be made to various provisions of their Wireline Interconnection Agreement.²

BACKGROUND

3. On March 28, 2019, the PUC approved the Wireline Interconnection Agreement between the Parties.³ The Parties have now determined that certain amendments must be made to either correct or further explain certain provisions of the Wireline Interconnection Agreement. The amendments are primarily of a technical nature.
4. The Parties further request that "the GPUC approve the Agreement in accordance with the requirements of Section 252(e) of the Act by determining that the grounds for rejection of such agreement are not applicable to the proposed amendments in Amendment #1."⁴

¹ Joint Petition of GTA and IT&E, PTI Docket 19-02, filed July 23, 2019, for Approval of Amendment #1 to their Wireline Interconnection Agreement, filed July 23, 2019.

² Id., at Amendment #1 to Wireline Interconnection Agreement.

³ PUC Order, PTI Docket 19-02, dated March 28, 2019, at Ordering Provision No. 1, p. 4.

⁴ Joint Petition of GTA and IT&E for Approval of Amendment #1 to their Wireline Interconnection Agreement, PTI Docket 19-02, filed July 23, 2019, at p. 1.

ANALYSIS

5. All of the amendments appear to be reasonable accommodations between the Parties which seek to more accurately describe their mutual responsibilities and duties under the Agreement. Some of the amendments are technical corrections.
6. §1.1 of the Wireline Agreement indicates that “CMRS Non-Access Reciprocal Compensation Traffic is addressed in separate agreement executed between the Parties.” The amendment in Amendment #1 clarifies that the CMRS Non-Access Reciprocal Compensation Traffic referenced is that “associated with the Parties’ wireless operations under OCNs 387C and 3922...” the Amendment further clarifies that the “separate agreement” referred to is the Wireless Interconnection Agreement between the Parties.
7. In the GLOSSARY of the Agreement, §2.33 concerns LOCAL/EXTENDED LOCAL CALLING SERVICE/EXTENDED AREA SERVICE (LOCAL/EAS) TRAFFIC. The Definition provides that local/EAS Traffic is any Non-Access Telecommunications Traffic, including VOIP-PSTN Traffic, that originates from an End User Customer physically located in one exchange and terminates to an End User Customer physically located in either the same exchange or other mandatory local calling area associated with the originating End User Customer’s exchange.
8. The original definition provided that Local/EAS Traffic did not include traffic that originated from or was directed to or through an ISP or traffic originated as CMRS traffic. Amendment #1 deletes “traffic originated as CMRS traffic”. Such CMRS traffic is no longer excluded from Local/EAS Traffic. CMRS traffic may be Local/EAS Traffic.
9. In the GLOSSARY, §2.59 refers to “TANDEM TRANSIT SERVICE.” The proposed amendment clarifies that Tandem Transit Traffic is Local/ESA traffic that originates on one Party’s network and terminates to a CMRS, CLEC, or ILEC to a third-party Telecommunications Carrier’s network and is routed via the terminating Parties Tandem. The proposed Amendment also excludes from the definition of Tandem Transit Service “non-access traffic routed over the midspan fiber meet point that is from each Party’s OCN (3800, 3922, 335E, and 387C). The “OCN” (Operating Code Number) refers to certain codes for each company which are assigned by the National Exchange Carriers Association.

10. In the GLOSSARY, §2.60 refers to “TANDEM TRANSIT TRAFFIC OR TRANSIT TRAFFIC.” The original provision refers to Telephone Exchange Service traffic routed to the Central Office of a CLEC. The only addition in the Amendment is to add “third-party” CLEC.
11. In the INTERCONNECTION ATTACHMENT, proposed Amendment #1 amends §3.3, PHYSICAL CONNECTION. The Amendment refines the definitions of Non-Access Reciprocal Compensation Traffic and Access Reciprocal Compensation Traffic. If both types of traffic share the same direct Interconnection Facility, the Non-Access Reciprocal Compensation Traffic and Access Reciprocal Compensation must be on separate “DS1s”, which appears to mean separate signals. The charges for usage for each type of Compensation, are based upon the compensation provided in the attachments for wireline service in the Wireline Interconnection Agreement and the Interconnection Attachment of the Wireless Interconnection Agreement.
12. The proposed Amendment to §3.4.2.1, Local Interconnection Trunks, adds the requirement that “CMRS Non-Access Reciprocal Compensation Traffic to the Parties’ wireless operations under OCNs 387C and 3922 covered in the Wireless Interconnection Agreement... shall be routed on the same Local Interconnection Trunks.”
13. The proposed Amendment to §3.4.2.1.2 adds “CMRS Non-Access Reciprocal Compensation Traffic” to those types of traffic that the “Parties will mutually coordinate” for provisioning and quantity of trunks to be utilized.
14. The original version of §3.4.2.3.2 provided that “CMRS Non-Access Reciprocal Compensation traffic shall not be routed on the Local Interconnection Trunks.” However, the proposed Amendment to §3.4.2.3.2 indicates that “CMRS Non-Access Reciprocal Compensation traffic may be routed on the Local Interconnection Trunks or on a separate trunk group.” The proposed Amendment also clarifies that Non-Access Reciprocal Compensation Traffic shall be in accordance with a “CMRS interconnection agreement”, which is now identified to be the Wireless Interconnection Agreement between GTA and PTI.
15. The proposed Amendment to §4.1.2, Facilities Compensation, provides that PTI is responsible for facilities associated with Access Reciprocal Compensation on the GTA side of the fiber meet point “POI.”

16. Section 6.4 of the Wireline Interconnection Agreement, SS7 Interconnection, provides that the Parties will replace certain “B” links with a quad of SIGTRAN links. However, the amendment adds that “One pair of SIGTRAN links will be established through a direct connection in Guam and a second pair of SIGTRAN links will be established through a public Interconnection until the Parties mutually agree to add a second direct connection in the Marianas region.”
17. In order for the PUC to approve the Amendments to the Wireline Interconnection Agreement, it must determine that the amendments “do not discriminate against a telecommunications carrier not a party to the Interconnection Agreement...”⁵
18. The proposed Amendments do not discriminate against a telecommunications carrier not a party to the Interconnection Agreement. 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.⁶
19. Furthermore, the Amendments are 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, innovated, accessible, and affordable telecommunications services and products.⁷
20. The Parties request that the PUC approve these amendments retroactive back to the original date of PUC approval for the Wireline Interconnection Agreement, which was March 28, 2019. PTI Counsel Steve Carrera has represented to the ALJ that all services and billings between the parties since March 29, 2019, have been in accordance with the revisions in Amendment #1, notwithstanding the language in the original Interconnection Agreement.⁸ In the Amendment #1 to the Wireline Interconnection Agreement, the parties agreed that the Agreement, as amended, “shall be effective March 29, 2019.”
21. The original provisions in the Interconnection Agreement which are now being amended were in error and did not reflect the true operations of the parties. The parties have in fact been operating under the provisions in Amendment #1 since

⁵ 47 USC §252[e][2][A].

⁶ Wireline Interconnection Agreement, dated February 21, 2019, at p. 52.

⁷ See Guam Telecommunications Act of 2004, 12 GCA § 12101(2).

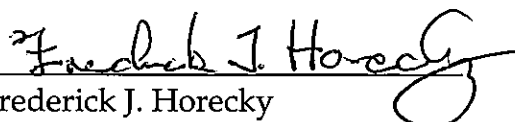
⁸ Phone conversation between PTI Counsel Steve Carrera and PUC ALJ Fred Horecky on August 9, 2019.

March 29, 2019. Therefore, the parties have requested that the provisions of Amendment #1 be adopted retroactively by the PUC to March 28, 2019.

RECOMMENDATION

22. The ALJ recommends that the Amendments proposed by the Parties to the Wireline Interconnection Agreement should be approved. The amendments satisfy the requirements of 47USC §252[e][2][A].
23. Amendment #1 should be adopted by the PUC retroactively to March 28, 2019.
24. The ALJ has submitted a proposed Order which would approve the adoption by the Parties of the Amendments to their Interconnection Agreement.

Dated this 24th day of August 2019.


Frederick J. Horecky
Chief Administrative Law Judge