

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF HAWAII

In the Matter of the Application of)
VERIZON HAWAII INC.)
For Approval of Amendment No. 2)
to the Interconnection Agreement)
Between AT&T Communications)
of Hawaii, Inc. and Verizon)
Hawaii Inc.)

DOCKET NO. 04-0357

DECISION AND ORDER NO. 21679

Filed March 9, 2005
At 2 o'clock P.M.

Karen Higashi
Chief Clerk of the Commission

DIV. OF CONSUMER ADVOCACY
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
STATE OF HAWAII

2005 MAR 10 A 8:11

RECEIVED

ATTEST: A True Copy
KAREN HIGASHI
Chief Clerk, Public Utilities
Commission, State of Hawaii.

Karen Higashi

Copies of Verizon's petition were served upon the DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, DIVISION OF CONSUMER ADVOCACY ("Consumer Advocate"). By a statement of position ("Statement of Position") filed on February 1, 2005, the Consumer Advocate informed the commission that it does not object to the commission's approval of Amendment No. 2.

II.

Background

Verizon is a corporation duly organized and existing under and by virtue of the laws of the State of Hawaii ("State"), and engaged in the provision of varied telecommunications services within its certificated territory in the State. Verizon is an "incumbent local exchange carrier" as the term is defined in 47 U.S.C. § 252. AT&T is an authorized provider of intrastate telecommunications services in the State.³

Amendment No. 2, with an effective date of November 1, 2004, amends the Agreement to reflect changes to certain intercarrier compensation, interconnection architecture and other related matters.⁴ In particular, Amendment No. 2 establishes an intercarrier compensation rate plan covering: (1) ISP-bound Traffic; (2) Local Traffic; (3) and VOIP Traffic.⁵ A Unitary

³See Decision and Order No. 13128, filed on February 11, 1994, in Docket No. 7719.

⁴Amendment No. 2, page 1.

⁵As these terms are defined in Amendment No. 2, Attachment 2, Terms and Conditions.

Rate plan for intercarrier compensation is also set forth in Amendment No. 2.⁶

The terms and conditions of Amendment No. 2 were negotiated and arrived at voluntarily by the Parties, as contemplated by 47 U.S.C. § 252(a).

III.

Consumer Advocate

Upon a review of the terms of Amendment No. 2, the Consumer Advocate determined that it does not appear to discriminate against a carrier not a party to the agreement and that Amendment No. 2 appears to be consistent with the public interest, convenience, and necessity objectives of promoting competition in the telecommunications industry. The Consumer Advocate also notes that the intercarrier compensation and interconnection architecture terms and conditions of Amendment No. 2 appear to be consistent with prior Federal Communications Commission ("FCC") orders.⁷

⁶As set forth in Amendment No. 2, the Unitary Rate for intercarrier compensation shall be paid at the following rate: (1) \$.0005 per minute of use ("MOU") for traffic exchanged beginning on November 1, 2004 and ending on December 31, 2004; (2) \$.00045 per MOU for traffic exchanged beginning January 1, 2005, ending on December 31, 2005; and (3) \$.0004 per MOU for traffic exchanged beginning January 1, 2006, ending December 31, 2006, or beyond if, and to the extent that Amendment No. 2 remains in effect. Amendment No. 2, Attachment No. 2, Terms and Conditions, Section 3.

⁷The Consumer Advocate notes, in particular, that the Unitary Rate plan, Phone-to-Phone VOIP Traffic, and interconnection architecture provisions are consistent with prior FCC orders. See, Statement of Position, 3-4.



The Consumer Advocate has no objections to the approval of Amendment No. 2 by the commission.

IV.

Findings and Conclusions

Our review of Amendment No. 2 is governed by 47 U.S.C. § 252(e) and HAR § 6-80-54. These sections provide that we may reject a negotiated agreement only if:

- (1) The agreement, or any portion of the agreement, discriminates against a telecommunications carrier not a party to the agreement; or
- (2) The implementation of the agreement, or any portion of the agreement, is not consistent with the public interest, convenience, and necessity.

Our review indicates that Amendment No. 2 does not discriminate against other telecommunications carriers and that the implementation of Amendment No. 2 is consistent with the public interest, convenience, and necessity. We, thus, conclude that Amendment No. 2 should be approved.

V.

Orders


THE COMMISSION ORDERS:

1. Amendment No. 2 to the Agreement between Verizon and AT&T, submitted on December 9, 2004, is approved.

2. This docket is closed.

DONE at Honolulu, Hawaii MAR - 9 2005.

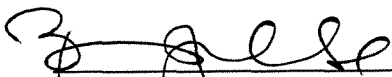
PUBLIC UTILITIES COMMISSION
OF THE STATE OF HAWAII

By 
Carlito P. Caliboso, Chairman

By 
Wayne H. Kimura, Commissioner

By 
Janet E. Kawelo, Commissioner

APPROVED AS TO FORM:


Benedyne S. Stone
Commission Counsel

04-0357.sl

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a copy of the foregoing Decision and Order No. 21679 upon the following parties, by causing a copy hereof to be mailed, postage prepaid, and properly addressed to each such party.

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS
DIVISION OF CONSUMER ADVOCACY
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Karen Higashi

DATED: MAR - 9 2005