

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF HAWAII

In the Matter of the Application of)
HAWAIIAN TELCOM, INC.)
For Approval of Amendment No. 2)
to the Interconnection Agreement)
Between NPCR and Verizon)
Hawaii Inc.)
_____)

DOCKET NO. 05-0111

DECISION AND ORDER NO. 21942

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DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
STATE OF HAWAII

Filed July 22, 2005
At 3 o'clock P.M.

Karen Higashi
Chief Clerk of the Commission

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

BEFORE THE PUBLIC UTILITIES COMMISSION
OF THE STATE OF HAWAII

In the Matter of the Application of)
HAWAIIAN TELCOM, INC.) Docket No. 05-0111
For Approval of Amendment No. 2) Decision and Order No. 21942
to the Interconnection Agreement)
Between NPCR and Verizon)
Hawaii Inc.)
_____)

DECISION AND ORDER

By this Decision and Order, the commission approves Amendment No. 2 to the Interconnection Agreement ("Agreement") between NPCR dba NEXTEL PARTNERS ("NPCR") and HAWAIIAN TELCOM, INC. ("Hawaiian Telcom") (collectively, "Parties").

I.

Application

On May 9, 2005, Hawaiian Telcom (fka GTE Hawaiian Telephone Company Incorporated ("GTE") and Verizon Hawaii Inc. ("Verizon")) filed a request for commission approval of Amendment No. 2 to the Agreement negotiated by Hawaiian Telcom and NPCR ("Petition").¹ Amendment No. 2 was filed pursuant to

¹The original agreement between GTE and Nextel West Corporation ("Nextel") ("Original Agreement") was transferred to NPCR as part of a transaction which transferred Nextel's assets to NPCR, approved by the commission in Decision and Order No. 17036, filed on June 15, 1999, in Docket No. 99-0038.

section 252(e) of the federal Telecommunications Act of 1996 ("Act")² and Hawaii Administrative Rules ("HAR") § 6-80-54.

Hawaiian Telcom served copies of the Petition upon the DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, DIVISION OF CONSUMER ADVOCACY ("Consumer Advocate"). By a statement of position ("Statement of Position") filed on June 21, 2005, the Consumer Advocate informed the commission that it does not object to the commission's approval of Amendment No. 2.

II.

Background

Hawaiian Telcom 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. Hawaiian Telcom is an "incumbent local exchange carrier" as the term is defined in 47 U.S.C. § 252. NPCR is authorized by the commission to operate as a cellular service provider within the State.³

Amendment No. 2, with an effective date of March 18, 2005, amends the Agreement by replacing existing Article V, Section 2, entitled 911 Arrangements, with Attachment A to the Application, 911 Wireless Attachment and

²The Act amended Title 47 of the United States Code ("U.S.C."). Section references in this decision and order are, thus, to those in 47 U.S.C., as amended by the Act.

³See Decision and Order No. 17036, filed June 15, 1999, in Docket No. 99-0038.

Attachment B to the Application, Pricing Attachment to the 911 Wireless Attachment. Attachments A and B in Amendment No. 2 include terms and conditions that will allow NPCR to access Hawaiian Telcom's E911 network systems and databases to provide wireless E911 commercial mobile radio service ("CMRS").⁴

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

The Consumer Advocate analyzed Amendment No. 2 pursuant to 47 U.S.C. § 252(a) and HAR § 6-80-54(b). As noted above, the Consumer Advocate states that Amendment No. 2 is consistent with FCC rulings. The Consumer Advocate points out, however, that the Tandem Transit Service Charge ("TTSC"), as listed in Amendment No. 2, is \$0.0016168 per minute of use. In Decision and Order No. 20585, filed on October 22, 2003, in Docket No. 03-0199, the commission recommended that Hawaiian Telecom's predecessor, Verizon revise its TTSC rate to the correct rate of \$0.0016173.

⁴The Consumer Advocate notes that Amendment No. 2 appears consistent with Federal Communications Commission ("FCC") opinions regarding encouraging incumbent local exchange carriers to work with wireless carriers to facilitate the implementation of wireless E911 CMRS. Statement of Position at 3.

The Consumer Advocate recognizes that given the recent change in ownership, it is not clear at this time whether the rates will need to be modified in the future to reflect the actual cost to Hawaiian Telcom, as opposed to Verizon. Having said this, the Consumer Advocate maintains that Hawaiian Telcom should take the appropriate measures to correct the TTSC if additional review of the charge will not take place in the near future.

Based upon the above, the Consumer Advocate concludes that there does not appear to be any discrimination against a carrier not a party to Amendment No. 2.⁵

Finally, the Consumer Advocate made the determination that Amendment No. 2 is consistent with the public interest, convenience and necessity objectives of promoting competition in the telecommunications industry. It states that E911 is a vital and essential service that should be implemented with a minimum of delay.

⁵The Consumer Advocate points out that, while the instant proceeding is similar to an amendment approved by the commission in Decision and Order No. 21353, filed on September 17, 2004, in Docket No. 04-0160, Amendment No. 2 does not include all of the rates and charges related to the provisioning of wireless E911 CMRS. The Consumer Advocate attributes this to a monthly surcharge established by the 2004 Hawaii Legislature which allows the costs for providing wireless E911 service to be collected directly from wireless subscribers, not from the individual wireless carriers, as was the case at the time the Original Agreement was negotiated.

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.

We agree with the Consumer Advocate's recommendations, discussed above. 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

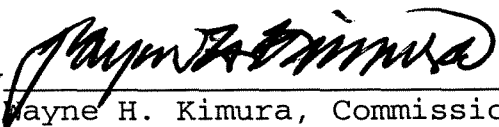
THE COMMISSION ORDERS:

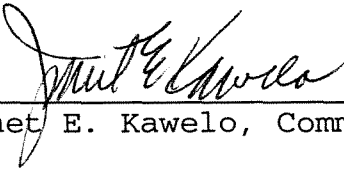
1. Amendment No. 2 to the Agreement between Hawaiian Telcom and NPCR, submitted on May 9, 2005, is approved.
2. Unless further ordered by the commission, this docket is closed.

DONE at Honolulu, Hawaii JUL 22 2005.

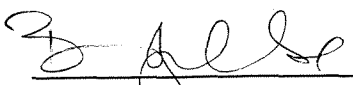
PUBLIC UTILITIES COMMISSION
OF THE STATE OF HAWAII

By 
Carlito P. Caliboso, Chairman

By 
Wayne H. Kimura, Commissioner

By 
Janet E. Kawelo, Commissioner

APPROVED AS TO FORM:


Benedyne S. Stone
Commission Counsel

05-0111pr

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a copy of the foregoing Decision and Order No. 21942 upon the following parties, by causing a copy hereof to be mailed, postage prepaid, and properly addressed to each such party.

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DATED: JUL 22 2005