

BEFORE THE PUBLIC UTILITIES COMMISSION  
OF THE STATE OF HAWAII

In the Matter of the Application of )  
 )  
HAWAIIAN TELCOM, INC. )  
 )  
For Approval to Grant Limited )  
Right of Entry to a Portion of the )  
Property Located at 1177 )  
Bishop Street, Honolulu, Hawaii. )  
\_\_\_\_\_ )

DOCKET NO. 2006-0106

DECISION AND ORDER NO. 22665

Filed August 1, 2006  
At 11 o'clock A.M.

Karen Higashi  
Chief Clerk of the Commission

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

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

K. Higashi



approximately 5,000 square-foot portion of its parcel at 1141 Adams Lane (commonly known as 1177 Bishop Street), Honolulu, Hawaii (the "LROE Area").<sup>1</sup> Hawaiian Telcom makes its request pursuant to Hawaii Revised Statutes ("HRS") § 269-19 and Hawaii Administrative Rules § 6-61-105.

Hawaiian Telcom states that the LROE would be granted to Pinnacle Honolulu LLC ("Pinnacle"), a California corporation, which is currently constructing a residential condominium on the property adjacent to Hawaiian Telcom's property. Because of the LROE Area's proximity to the construction site, Pinnacle requested use of the LROE Area to aid in the construction of Pinnacle's residential condominium project.<sup>2</sup> Pinnacle will utilize the LROE Area for parking its vehicles, storing construction equipment and to facilitate activities at the construction site. Pinnacle will have access to the LROE Area for a term of at least three months, but for no longer than twelve months, plus the additional time required to restore the LROE Area to its original condition. The term of the agreement between Hawaiian Telcom and Pinnacle is effective May 1, 2006, and shall continue for an initial period of 90 days ("Initial

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<sup>1</sup>Application and Certificate of Service, filed on May 2, 2006 ("Application"). On May 2, 2006, Hawaiian Telcom served the DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, DIVISION OF CONSUMER ADVOCACY ("Consumer Advocate") with a copy of the Application.

<sup>2</sup>Pinnacle made its request to Hawaiian Telcom on February 28, 2006.

Term"), renewable automatically for nine additional one-month extension periods ("Extension Term") ("Agreement").<sup>3</sup>

Currently, the LROE Area is used by Hawaiian Telcom for additional parking spaces for its commercial vehicles. Pinnacle has agreed to secure alternate parking for Hawaiian Telcom at Pinnacle's expense.<sup>4</sup> Additionally, Pinnacle has agreed to compensate Hawaiian Telcom for its use of the LROE Area in the amount of \$6,000 monthly, for the Initial Term, and \$7,500 monthly for the Extension Term.<sup>5</sup>

For the safety of the construction crew on the adjacent parcel, Hawaiian Telcom has allowed Pinnacle immediate access to the LROE Area. If, however, the commission denies Hawaiian Telcom's request for approval of the Application, Hawaiian Telcom will terminate such access.

Hawaiian Telcom states that at no time will it be relinquishing any ownership in the LROE Area. Hawaiian Telcom also states that the Agreement will not affect its ability to provide telecommunication services to its customers.

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<sup>3</sup>See Application, Exhibit II at 2.

<sup>4</sup>Pinnacle has secured twelve parking spaces at Mark's Center Garage in Honolulu for Hawaiian Telcom's use during the term of the Agreement.

<sup>5</sup>See Application, Exhibit II at 3.







