

# ARTER & HADDEN

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founded 1843

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August 14, 1997

## VIA FEDERAL EXPRESS

Ms. Blanca S. Bayo, Director  
Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Re: Docket No. **970788-TP**; Wireless One Network's Request for Leave to Amend its Complaint/Petition

Dear Ms. Bayo:

Please find enclosed for filing the original and fifteen copies of the following documents:

- Wireless One Network's Request for Leave to Amend its Complaint and/or Petition and accompanying Memorandum in Support.
- Wireless One Network's First Amended Complaint and/or Petition for Arbitration.

Also enclosed, pursuant to Rule 25-22.028, Florida Administrative Code, is a double-sided, high-density diskette containing the First Amended Complaint and/or Petition. This document was formatted as WordPerfect for Windows under the Windows 95 operating system.

ACK \_\_\_\_\_  
AFA \_\_\_\_\_  
APP \_\_\_\_\_  
CAE \_\_\_\_\_  
CMU \_\_\_\_\_  
STR \_\_\_\_\_  
EAG \_\_\_\_\_  
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OPC \_\_\_\_\_  
RCM \_\_\_\_\_  
SCL \_\_\_\_\_  
WAS \_\_\_\_\_  
OTH \_\_\_\_\_

Enclosed are an additional three copies of Wireless One Network's filings. Please date stamp and return these three copies in the enclosed self-addressed envelope.

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

enclosures

cc: James A. Dwyer  
Frank Heaton  
Charles J. Rehwinkel, Esq. (via Federal Express)  
Beth Culpepper, Esq. (via Federal Express)

96087.5C

Very truly yours,



William A. Adams

DOCUMENT NUMBER-DATE

08271 AUG 15 97

FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint and/or Petition for Arbitration )  
Against Sprint-Florida, Incorporated by Wireless )  
One Network, L.P. d/b/a Cellular One of Southwest ) Docket No. 970788-TP  
Florida, Pursuant to Section 252 of the Telecommun- )  
ications Act of 1996 and Request for Expedited )  
Hearing Pursuant to Section 364.058, F.S. )

**WIRELESS ONE NETWORK'S MOTION FOR LEAVE  
TO AMEND ITS COMPLAINT AND/OR PETITION**

Wireless One Network, L.P. ("Wireless One"), respectfully seeks leave, pursuant to § 25-22.036(8), Fla. Admin. Code Ann., to amend its Complaint and/or Petition for Arbitration filed in this docket on June 27, 1997. As grounds for this motion, Wireless One submits the attached Memorandum in Support, and tenders the attached First Amended Complaint and/or Petition, which are incorporated by reference herein.

Respectfully submitted,



William A. Adams, Esq.

Dane Stinson, Esq.

Laura Hauser, Esq. (Florida Reg. No.0782114)

ARTER & HADDEN

One Columbus, Suite 2100

10 West Broad Street

Columbus, Ohio 43215

(614) 221-3155 (telephone)

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DOCUMENT NUMBER-DATE

08271 AUG 15 96

FPSC-RECORDS/REPORTING

## MEMORANDUM IN SUPPORT

The essence of Wireless One's initial complaint and/or petition filed in this docket is that Sprint-Florida, Inc. ("Sprint") unlawfully withheld the Palmer interconnection agreement from Wireless One in violation of the Telecommunications Act of 1996 and that its actions deprived Wireless One of approximately \$30,000 per month in revenue reductions for each month beginning March 1, 1997, the date on which rates in the Palmer agreement became effective. Wireless One requested that the FPSC order Sprint, *inter alia*, to submit the Palmer agreement for the FPSC's review so that the FPSC could approve and file the agreement so that Wireless One, in turn, could adopt it pursuant to 47 U.S.C. § 252(i).

The FPSC's approval of the Palmer interconnection agreement on August 5, 1997 changes the factual basis of the initial complaint. Wireless One, therefore, seeks leave to amend to the complaint to reflect the approval of the Palmer agreement and to allege that, nevertheless, Sprint still refuses to provide the agreement to Wireless One. These additional facts reinforce Wireless One's need to invoke the FPSC's jurisdiction in this matter to compel Sprint to provide it the duly approved Palmer interconnection agreement as required by 47 U.S.C. § 252(i).

In addition, Wireless One is cognizant of the Staff's recommendation that the initial complaint be dismissed as premature,<sup>1</sup> on the basis that the FPSC had not approved the Palmer agreement at the time the initial complaint and/or petition was filed. Staff's recommendation for

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<sup>1</sup> Wireless One disagrees with Staff's recommendation, which disregards the concept of notice pleading and rushes to judgment on facts and law yet to be proved and argued. However, Wireless One's arguments are more appropriately saved for appeal, if necessary.

dismissal, made one day after the approval of the Palmer agreement, would require Wireless One to refile a new complaint, alleging that the Palmer agreement now has been approved. Wireless One submits that an amendment to the initial complaint and/or petition will result in a more expeditious and efficient process. In this regard, the amended complaint and/or petition also clarifies the relief sought by Wireless One, even though the nature of such relief, and its basis in law, has not changed.

Wireless One continues to allege and maintain that it is entitled to the Palmer agreement effective prior to August 5, 1997, on two alternative grounds. First, Wireless One clarifies its allegation that the March 1, 1997 effective date contained in the body of the Palmer agreement is a material "term" of that agreement to which Wireless One is entitled pursuant to 47 U.S.C. § 252(i), along with all other terms and conditions of the agreement. Second, if the FPSC were to determine that the Telecommunications Act of 1996 ("the Act") does not contemplate retroactive application of agreements adopted under 47 U.S.C. § 252(i), a position recommended by Staff,<sup>2</sup> it remains that a complaint action lies for Sprint's unlawful withholding of the Palmer agreement which prevented Wireless One from taking the terms of the Palmer agreement on or before March 1, 1996 and thereafter. Sprint's delay in submitting the Palmer agreement resulted in

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<sup>2</sup> This position lacks support in other jurisdictions. See, e.g., *In Re MCI Telecommunications Corporation*, Tennessee Regulatory Authority Docket No. 96-01271 (Final Order of Arbitration Awards, March 7, 1997), at 11; 1997 WL 182585, at 16 (effective date of adopted interconnection agreement is the effective date of original agreement, if adopted within 60 days of approval by the state commission). *In Re Sprint Communications Company, L.P.*, Minnesota Public Utilities Commission Docket No. P-4666, 421/M 96-1097 (Order Resolving Arbitration Issues, January 15, 1997), at 8; 1997 WL 152664, at 9 (citing its Consolidated Arbitration Proceeding and approval of MFN language which made adopted orders effective retroactive to the effective date of the initial order.)

Wireless One significantly overpaying Sprint and a finding, as recommended by Staff ("that the effective date of a negotiated agreement, for purposes of availability to other carriers under Section 252(i), is the date of Commission approval of the agreement"), condones Sprint's unlawful failure to act and contravenes the intent of the Act.

As a final alternative, Wireless One requests that the Palmer agreement be made available to it effective August 5, 1997, the date on which the FPSC approved the agreement.

It is apparent that a cognizable complaint under Florida's statutes is ripe for determination, that this amended complaint crystalizes the allegations as they now exist, and that Wireless One is due its "day in court" to prove its allegations on a factual and legal basis. Wireless One respectfully requests that leave be granted to amend this complaint/petition in order that it may be permitted to proceed with its case.

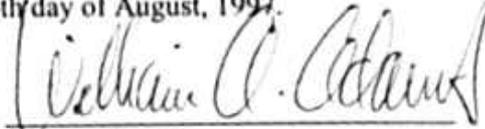
Respectfully submitted,

---

William A. Adams, Esq.  
Dane Stinson, Esq.  
Laura Hauser, Esq. (Fla. Reg. No.0782114)  
ARTER & HADDEN  
One Columbus, Suite 2100  
10 West Broad Street  
Columbus, Ohio 43215  
(614) 221-3155 (telephone)  
(614) 221-0479 (facsimile)

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Motion for Leave to Amend was served upon the following parties by overnight courier on this 14<sup>th</sup> day of August, 1997.



William A. Adams

Charles J. Rehwinkel, Esq.  
General Attorney  
Sprint Florida, Incorporated  
1313 Blair Stone Road  
MC FLTLHO0107  
Tallahassee, Florida 32301

Beth Culpepper, Esq.  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

108527'

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Complaint and/or Petition for Arbitration )  
Against Sprint-Florida, Incorporated by Wireless )  
One Network, L.P. d/b/a Cellular One of Southwest ) Docket No. 970788-TP  
Florida, Pursuant to Section 252 of the Telecommu- )  
nications Act of 1996 and Request for Expedited )  
Hearing Pursuant to Section 364.058, F.S. )

**WIRELESS ONE NETWORK, L.P.'S  
FIRST AMENDED**

**COMPLAINT**

**AND/OR**

**PETITION FOR ARBITRATION  
PURSUANT TO SECTION 252 OF THE  
TELECOMMUNICATIONS ACT OF 1996**

**AND**

**REQUEST FOR EXPEDITED HEARING**

1. Complainant/Petitioner Wireless One Network, L. P. d/b/a Cellular One of Southwest Florida (hereinafter "Wireless One") is a telecommunications carrier providing Commercial Mobile Radio Service ("CMRS") in the State of Florida. Wireless One is the "A" side cellular licensee in parts of the Tampa-Orlando and Miami-Fort Lauderdale Major Trading Areas ("MTAs"), which include Charlotte, Collier, De Soto, Glades, Hardee, Hendry and Highland Counties, Florida. Its principal place of business is located at 2100 Electronics Lane, Fort Myers, Florida 33912.

2. Respondent Sprint Florida, Incorporated (hereinafter "Sprint") is a telecommunications carrier certified by the FPSC to provide local exchange telephone service in the State of Florida. Sprint is a local exchange telecommunications company

within the meaning of Fl. St. § 364.02(6), a telecommunications company within the meaning of Fl. St. § 364.02(12), and an incumbent local exchange carrier within the meaning of 47 U.S.C. § 251(h). As such, Sprint is subject to the FPSC's jurisdiction in this case. Sprint's principal place of business is located at 555 Lake Border Drive, Apopka, Florida 32703.

3. By letter dated August 2, 1996, a copy of which is attached at tab 1, Wireless One requested interconnection negotiations with Sprint pursuant to Section 252 of the Telecommunications Act of 1996 (47 U.S.C. § 252) and the rules and regulations thereto.

4. From August 2, 1996 onward, Wireless One monitored the docketing activities at the FPSC to ascertain whether CMRS interconnection agreements had been submitted and approved pursuant to 47 U.S.C. § 252(e), and made available to other telecommunications carriers pursuant to 47 U.S.C. § 252(h) and (i).

5. During the period from August 2, 1996 through January 31, 1997, Sprint submitted no CMRS interconnection agreements for the FPSC's approval.

6. Pursuant to Wireless One's request of January 31, 1997 and in the furtherance of interconnection negotiations, Sprint by letter dated February 12, 1997 provided Wireless One with a copy of a Draft Master Network Interconnection and Resale Agreement (hereinafter "Draft Master Agreement"), tailored to alternative local exchange providers and not CMRS providers. Copies of both of these letters are attached at tab 2.

7. At the time Sprint provided Wireless One with the Draft Master Agreement, it already had negotiated a CMRS interconnection agreement with Palmer Wireless, Inc. (hereinafter "Palmer"). Palmer also does business under the trade name of Cellular One, and provides service in the Fort Myers MSA.

8. Sprint executed its interconnection agreement with Palmer on February 11, 1997. That agreement is attached at tab 3. Sprint did not inform Wireless One that it had entered into the agreement, nor did it submit the Palmer interconnection agreement to the FPSC for approval.

9. The Palmer interconnection agreement contains rates, effective March 1, 1997, that are approximately \$30,000 per month less than what Wireless One pays Sprint for CMRS interconnection pursuant to Sprint's tariff.

10. The effective date of March 1, 1997 is a material term of the Palmer interconnection agreement.

11. By letter of April 9, 1997, Wireless One, through counsel, informed Sprint that the Draft Master Agreement could not serve as the basis for negotiations because it was not tailored to CMRS interconnection and contained no prices. Wireless One further requested that Sprint provide it with all CMRS interconnection agreements it had entered since the enactment of the Telecommunications Act. The letter is attached at tab 4.

12. By letter of April 10, 1997, Sprint responded to Wireless One's request by providing a draft CMRS Interconnection Agreement. Sprint further indicated that Wireless One could obtain copies of specific CMRS interconnection agreements from the

FPSC, yet Sprint had not submitted the Palmer interconnection agreement to the FPSC. The letter is attached at tab 5.

13. Sprint did not provide Wireless One with a copy of the Palmer interconnection agreement until it mailed the agreement by letter dated April 21, 1997, which is attached as tab 6.

14. Sprint did not submit the Palmer interconnection agreement to the FPSC for approval, as required by 47 U.S.C. § 252(e), until May 20, 1997.

15. Sprint submitted the Palmer agreement only after Wireless One had notified the FPSC staff of the agreement's existence and staff informally instructed Sprint to file the agreement.

16. Sprint's failure to timely comply with 47 U.S.C. § 252(e) prevented Wireless One from adopting the terms and conditions of the Palmer interconnection agreement pursuant to 47 U.S.C. § 252(i) prior to March 1, 1997 and thereafter, and prevented Wireless One from requesting the FPSC to enforce the provisions of 47 U.S.C. § 252(i) prior to that date and thereafter.

17. By letter of May 9, 1997, which is attached at tab 7, Wireless One, through counsel, requested that the material terms of the Palmer interconnection agreement also be made available to Wireless One until a permanent agreement could be voluntarily negotiated or reached through compulsory arbitration.

18. Sprint refused Wireless One's request by letter dated May 16, 1997, which is attached at tab 8.

19. Wireless One continued its request during a conference call of June 6, 1997, asking that Sprint make the identical terms of the Palmer interconnection agreement available to it. Sprint again refused Wireless One's request. A copy of the letter memorializing the June 6, 1997 conference call is attached at tab 9.

20. On August 5, 1997, the FPSC approved the Palmer interconnection agreement.

21. Wireless One again requested that Sprint make the Palmer interconnection agreement available to it by letter dated August 6, 1997, a copy of which is attached at tab 10.

22. By letter of August 8, 1997, a copy of which is attached at tab 11, Palmer again refused to make the Palmer agreement available to Wireless One.

23. Sprint's failure to timely submit the Palmer interconnection agreement to the FPSC and make its terms and conditions available to Wireless One has resulted in an overpayment to Sprint of approximately \$30,000 per month since March 1, 1997.

24. Sprint's Memorandum in Support of its original Complaint and/or Petition, filed June 27, 1997, its Memorandum Contra Sprint's Motion to Dismiss filed August 4, 1997, and its Motion for Leave to Amend its Complaint and/or Petition filed contemporaneously with this First Amended Complaint and /or Petition are incorporated

herein by reference.

***Count One***

25. The allegations of paragraphs 1-24 are incorporated herein by reference.

26. Sprint's failure to timely submit the Palmer interconnection agreement to the FPSC violates 47 U.S.C. § 252(e).

***Count Two***

27. The allegations of paragraphs 1-26 are incorporated herein by reference.

28. Sprint's failure to timely submit the Palmer interconnection agreement prevented the FPSC from timely approving and filing the agreement for public inspection in violation of 47 U.S.C. § 252(h).

***Count Three***

29. The allegations of paragraphs 1-28 are incorporated herein by reference.

30. Sprint's failure to timely submit the Palmer interconnection agreement to the FPSC prevented Wireless One from adopting the agreement on or before March 1, 1997 and thereafter in violation of 47 U.S.C. § 252(i).

***Count Four***

31. The allegations of paragraphs 1-30 are incorporated herein by reference.

32. Sprint's refusal to provide Wireless One with the same terms and conditions of the Palmer interconnection agreement upon request violated the 47 U.S.C. §

252(i). Wireless One requests that Sprint make the Palmer interconnection agreement available to it.

*Count Five*

33. The allegations of paragraphs 1-32 are incorporated herein by reference.

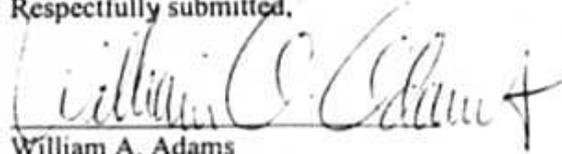
34. Sprint's violation of 47 U.S.C. §§ 252(e), (h) and (i) has caused Wireless One to overpay Sprint approximately \$30,000 per month in interconnection rates since March 1, 1997.

WHEREFORE, Wireless One prays for the following:

- The FPSC should set this matter for expedited hearing under Fl. St. §§ 120.57 and 364.058.
- The FPSC should find that Sprint's failure to timely submit the Palmer interconnection agreement to the FPSC violated 47 U.S.C. § 252(e).
- The FPSC should find that Sprint's failure to provide Wireless One with the Palmer interconnection agreement violated 47 U.S.C. § 252(i).
- The FPSC should rule that the Palmer interconnection agreement is available to Wireless One, pursuant to 47 U.S.C. § 252(i).
- The FPSC should find that the March 1, 1997, effective date of lower interconnection rates contained in the Palmer agreement is a material term of the agreement to which Wireless One is entitled along with the remainder of the Palmer agreement.

- Because the March 1, 1997 effective date is a material term of the agreement, the FPSC should explicitly order that all terms of the agreement, including all rates and charges, be retroactive to March 1, 1997.
- In the alternative, the FPSC also should find that Sprint's delay in submitting the Palmer agreement for the FPSC's approval prevented Wireless One from adopting its terms sooner than August 5, 1997. The FPSC should order Sprint to refund, with interest, the difference between the interconnection rates Wireless One has paid Sprint from the time the agreement would have been approved had it been timely submitted to the present.
- In the alternative, the FPSC should order that the Palmer interconnection agreement be effective as to Wireless One on August 5, 1997, the date on which the FPSC approved the Palmer agreement.
- The FPSC should order such additional or alternative relief as may be appropriate.

Respectfully submitted,



William A. Adams

Dane Stinson

Laura A. Hauser (Florida Reg. No.0782114)

ARTER & HADDEN

10 West Broad Street

Suite 2100

Columbus, Ohio 43215

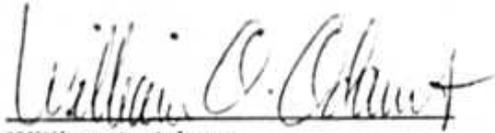
614/221-3155 (phone)

614/221-0479 (facsimile)

108525.1C

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing First Amended Complaint and/or Petition for Arbitration was served upon the following parties by overnight courier on this 14th day of August, 1997.



William A. Adams

Charles J. Rehwinkel, Esq.  
General Attorney  
Sprint Florida, Incorporated  
1313 Blair Stone Road  
MC FLTLHO0107  
Tallahassee, Florida 32301

Beth Culpepper, Esq.  
Division of Legal Services  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

August 2, 1996

# WIRELESS ONE

---

## NETWORK

FAXED

Via Fax: 407-889-1274  
CERTIFIED MAIL

Mr. Brooks Albery  
Director-Carrier Markets  
United Telephone - Florida  
Box 16500  
Altamonte Springs, Florida 32716-5000

Re: Request For Negotiation of NEW Interconnection Terms and Conditions

Dear Brooks:

As you know Florida Cellular RSA Limited Partnership d/b/a Cellular One of Southwest Florida and your company have been unable to agree on several vital interconnection issues since the October 11, 1995 Florida PSC decision and order in docket 940235-TL.

Specifically your company has chosen to relabel long standing interconnections at North Naples and Port Charlotte from Type 2B to Type 2A, and year-to-date in defiance of said Commission order rendered Type 2A billing to the mobile to land traffic delivered across said trunk groups.

Additionally, you have denied us interconnection at your Sebring CO which was to have paralleled the aforementioned North Naples and Port Charlotte interconnections instead you have required of us a Type 2A connection to your Avon Park tandem office which was never previously contemplated, and required that the "rate center" to which your company reluctantly subsequently acquiesced for our new dedicated "414" (Sebring) NNX be at Avon Park, instead of at Sebring as had been contemplated prior to the Commission order.

Your company has denied issuance of requested dedicated NNX physically rate centered at Arcadia, Clewiston, Immokalee, LaBelle, and Wachula which you would have provided prior to said order had we not voluntarily delayed their activation.

Most recently you have denied an urgent request for two new North Naples NNX's one of which is immediately required in connection with a new service category whose introduction is scheduled for August, and the other of which will be necessary by fourth quarter, 1996 to meet customer demand, unless we execute a near unilaterally dictated Virtual Rate Center Agreement to which we have expressed grave reservation.

We have deliberated but delayed filing formal complaints against your actions with state or federal regulatory authorities pending eminent new FCC interconnection regulations.

We are now prepared to go forward with such complaints unless we can come to a meeting of the minds concerning new interconnection terms and conditions that would address both the pricing and reciprocity contemplated in the FCC eminent decision, and our right to obtain direct 'local' exchange interconnections at reasonable terms for the two-way exchange of all intercarrier traffic.

Incumbent in this latter category is the need for you to avoid imposing a 'reverse' charge option fee per minute of use (-presently 5.66 cents) when the interconnection can be accomplished on an originating (telco) central office to local (calling area) point of interconnection.

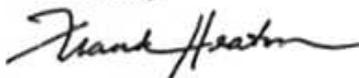
We are disposed to commence such negotiation, ideally face-to-face, commencing August 15, with meaningful agreement anticipated within 45-60 days.

**WIRELESS ONE**

Mr. Brooks Albery  
Page 2

Please indicate your willingness to negotiate in good faith toward both the objective of FCC compliant reciprocal pricing and (intercarrier) customer satisfaction at your earliest convenience.

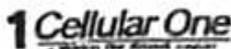
Yours Truly,



Frank Heaton  
Director of Planning & External Affairs

FH/sr





Your mandate ignores our August 2, 1996 request for renegotiation of the terms and conditions of interconnection between our companies, for which two face to face meetings I initiated, and various correspondence have thus far proven unproductive.

We will not accept your unilateral call rerouting mandate.

If you are unable to agree to call routing of the two new NXX's as per the five existing ones rate centered on North Naples by February 1, we request a third renegotiating session on or before February 7, 1997 to clearly identify the issues and differences in our positions and attempt their mutually agreeable reconciliation.

We are advising the Florida Public Service Commission that your January 17, 1997 reply is unacceptable.

Yours truly,

A handwritten signature in cursive script that reads 'Francis J. Heaton'.

Francis J. Heaton  
Director of Planning and External Affairs

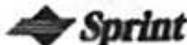
FJH/kdb

cc: Public Service Commission

Norman Harton, Jr., Esquire  
(Messer, Caparello, Metz, Maida and Self)

Enclosures

<3



Brooks B. Albery  
Director - Carrier Markets

Southern Operations  
Box 163700 MC 5337  
Orlando, Florida 32716-5000  
Telephone (407) 899-1389  
Fax (407) 899-1274

February 12, 1997

Mr. Frank J. Heston  
Director of Planning & External Affairs  
Cellular one of Southwest Florida  
2100 Electronics Lane  
Fort Myers, Florida 33912

Re: Your correspondence dated February 11, 1997

Dear Frank:

I have read your letter to me dated February 11th. With respect to the substantive NXX and routing issues that have been outstanding concerns between our respective companies for some time, your letter does not raise issues that have not been addressed in prior correspondence. It does not appear that we can reach an agreement on how to resolve these issues between our companies. Cellular One has filed a complaint with the commission dealing with these exact issues. This being the case, I believe the best course of action is to allow the Florida Public Service Commission to function as a neutral third party to help Cellular One and Sprint successfully resolve these issues.

Regarding Sprint's current Resale and Interconnection Agreement, a copy of this document will be FAXed to your offices immediately. The document is over 25 pages. Allow me to apologize in advance if this causes any inconvenience. As I stated in earlier correspondence, I believe moving to the new FCC interconnection rules will resolve many of the issues outstanding between our companies and will likely provide a positive financial impact for your company.

Again, please work with Jaime Pinero to get these discussions moving forward.

Sincerely,

Brooks Albery  
Director-Carrier Markets

c: Jaime Pinero  
Debbie Terry  
Alan Berg  
Ben Poag  
Florida Public Service Commission



Brooks B. Albery  
Director - Carrier Markets

Southern Operations  
Box 161000 MC 5327  
Altamonte Springs, Florida 32716-5000  
Telephone (407) 889-1389  
Fax (407) 889-1274

February 11, 1997

Mr. Patrick Meehan  
Palmer Wireless, Inc.  
12800 University Drive, Suite 500  
Fort Myers, FL 33907-5337

Dear Patrick:

Sprint-Florida, Inc. ("Sprint") and Palmer Wireless, Inc. ("Palmer") agree that all Landline/Commercial Mobile Radio Service ("CMRS") Interconnections between the parties in the state of Florida shall be provided at the rates and upon the terms and conditions outlined in this Letter Agreement:

- The ratio of 69:31, 69% Mobile-to-Land and 31% Land-to-Mobile, will be used as the ratio for reciprocal compensation between Sprint and Palmer for the period 11/1/96 through 5/1/97 and continuing thereafter for such period of time necessary for the parties to verify and agree upon any adjustment to the 69:31 ratio.
- A second traffic study will be provided by Palmer for a 30-day period beginning April, 1 1997. Any changes in the ratio of Land-to-Mobile and Mobile-to-Land traffic will be handled on a going forward basis. Deviations will not be done on a retroactive basis.
- Reciprocal compensation at existing rates in Sprint's General Exchange Tariff will be retroactive to November 1, 1996, and through February 28, 1997. Such reciprocal compensation shall include a proration of all facilities used for both Mobile-to-Land and Land-to-Mobile interconnection with the exception of facilities used to connect Palmer's cell sites and Mobile Telephone Switching Office.
- Reciprocal compensation at rates consistent with the FCC's order in CC Docket 96-98 will commence on March 1, 1997. Such reciprocal compensation shall include a proration of all facilities used for both Mobile-to-Land and Land-to-Mobile interconnection with the exception of facilities used to connect Palmer's cell sites and Mobile Telephone Switching Office. See Exhibit 1 for the appropriate rates.
- Sprint reserves the right to perform annual audits on traffic studies performed by Palmer.
- Palmer will continue exercising the Reverse Toll Option with Sprint. This will be handled outside the interconnection agreement.

- No reciprocal compensation will be paid for A-links. As part of this agreement, Sprint will charge Palmer for A-link connectivity to the Ft. Myers tandem and Sprint will provide the connection for the A-link between the Ft. Myers tandem and the Sprint STP at no charge to Palmer.
- Sprint will provide Palmer with records of toll traffic terminating through Sprint to the Palmer CMRS network. Palmer will bill the IXC applicable rate elements from the point of interface to the Palmer switch.
- Separate trunks for 911 interconnection into Sprint are required. Palmer acknowledges this fact and will retain existing 911 connectivity with Sprint until they are technically capable of providing a separate interconnection for 911 services. Sprint will work with Palmer to move toward separate interconnections for 911.
- Sprint's Interconnection Agreement will be edited to include Palmer specific language based on CMRS interconnection.
- The parties agree to negotiate in good faith a definitive interconnection agreement incorporating the terms of this Letter Agreement.
- The intermediary function for Mobile-to-Land traffic will be billed at the intermediary rate on Exhibit 1, until such time as Sprint's Billing and Recording System can bill the filed and approved rate elements. At such time, the intermediary charge shall consist of the tandem switching charge and where applicable, the transport rate elements.

This Letter Agreement shall be effective upon your counterpart signature below on behalf of Palmer. The term of this Letter Agreement shall expire on December 31, 1997, provided however, after such date this Letter Agreement shall remain in full force and effect on a month-to-month basis until such time as either party provides 30-day prior written notice to the other party of their desire to terminate this Letter Agreement.

Please sign below to indicate your acceptance and approval of the rates, terms and conditions incorporated herein.

Sincerely,

  
Brooks Albery

Accepted and agreed to this \_\_\_\_\_ day of February, 1997

\_\_\_\_\_  
K. Patrick Meehan  
Palmer Wireless

**Exhibit 1: Composite Rates**

- Sprint will utilize a composite billing rate for Palmer Wireless, Inc. Mobile-to-Land traffic terminating on Sprint-Florida's (Sprint) network until such time as Sprint's billing and recording systems can bill the filed and approved interconnection rate elements.*

<b>Rate Element<sup>1</sup></b>	<b>Composite Rate: per Minute of Use (MOU)</b>
Mobile-to-Land - Tandem <sup>2</sup>	.005988
Mobile-to-Land - End Office <sup>3</sup>	.002983
Land-to-Mobile <sup>4</sup>	.003610
Tandem Switch (Intermediary) Mobile to Land	.002750

- <sup>1</sup> The rates are subject to final approval by the Florida Public Service Commission.
- <sup>2</sup> The composite rate for Mobile-to-Land traffic handed off at the Sprint tandem and terminated behind a Sprint end office consists of Band 2 of Sprint's End Office Termination, Tandem Switching and Transport rates.
- <sup>3</sup> The composite rate for Mobile-to-Land traffic handed off at a Sprint end office and terminated to a Sprint customer within that end office consists of Band 2 of Sprint's End Office Termination rates.
- <sup>4</sup> The rate for Land-to-Mobile traffic consists of a statewide average of Sprint's End Office Termination rates.

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Direct Dial (614) 229-3278  
Internet Address: WAdams@arterhadden.com

April 9, 1997

*Via Federal Express*

Mr. Brooks B. Albery  
Director-Carrier Markets  
Sprint (United Telephone-Florida)  
555 Lake Border Drive  
Altamonte Springs, Florida 32703

Re: *Telecommunications Act of 1996*

Dear Mr. Albery:

We have been engaged to represent Wireless One Network, L. P. ("Wireless One") successor in interest to Florida Cellular RSA Limited Partnership in interconnection negotiations and related matters with Sprint (United Telephone-Florida) ("Sprint"). In that regard, we have reviewed Frank Heaton's letter of August 2, 1996 requesting the commencement of negotiations under the Telecommunications Act of 1996 and rules and regulations thereto. We believe that Mr. Heaton's letter provides our client with the present opportunity to request arbitration before the Florida Public Service Commission.

This letter is being submitted as notice, pursuant to Sections 251(c) and 252 of the Telecommunications Act of 1996 and rules and regulations thereto, that Wireless One is requesting to recommence negotiations with Sprint for interconnection, network services, elements, and facilities for the purpose of providing cellular telephone and other commercial mobile radio services. More specifically, the Draft Master Network Interconnection and Resale Agreement dated January 23, 1997 forwarded to Wireless One's Mr. Heaton by your letter of February 12, 1997 is not tailored to cellular interconnection and does not include

At this juncture, we suggest you form  
(CMRS) Master Network  
between

# ARTER & HADDEN

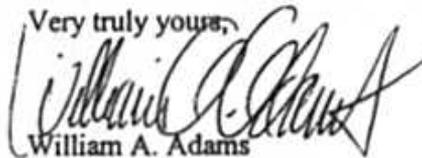
Mr. Brooks B. Albery  
April 9, 1997  
Page 2

addressed in the agreement, including providing for the continued provision of a "reverse charge option" within the balance of the interconnected LATA for all Sprint (United/Centel) exchanges outside the existing local calling area of the present points of interconnection.

Wireless One submits this request without prejudice to any rights, privileges or claims it may have, or obligations and duties that may be imposed upon Sprint, by (1) the Omnibus Reconciliation Act of 1993, 47 U.S.C. Section 332(c) *et seq.*, (2) the Telecommunications Act of 1996, and (3) present and future state and federal laws and regulations.

Please indicate your disposition to these concerns within five business days of receipt of this letter. Also, please forward all cellular interconnection agreements executed by any Sprint incumbent local exchange company, including United Telephone and Centel, since the enactment of the Telecommunications Act of 1996. Obviously, you do not need to send us another copy of the AirTouch agreement in Ohio.

We hope you share our desire to avoid arbitration and will work with me and Mr. Heaton to promptly reach a mutually acceptable interconnection agreement.

Very truly yours,  
  
William A. Adams

WAA/lk

Enclosure

cc: James A. Dwyer  
Frank Heaton

96559.1



Brooks B. Albery  
Director - Carrier Markets

Wireless One

Southern Operations  
Box 165000 MC 5327  
Altamonte Springs, Florida 32716-5000  
Telephone (407) 889-1389  
Fax (407) 889-1274

April 10, 1997

William A. Adams  
ARTER & HADDEN  
One Columbus  
10 West Broad Street, Suite 2100  
Columbus, Ohio 43215-3422

Re: Wireless One

Dear Mr. Adams

In response to your letter dated April 9th, I have attached the most current draft of the Commercial Mobile Radio Services ("CMRS") Interconnection Agreement being used by Sprint-Florida, Inc. ("Sprint") for negotiating interconnection arrangements with CMRS providers along with a listing of Sprint's proposed rates. Please work with Debbie Terry and myself to schedule the meetings and conference calls necessary for negotiating the interconnection agreement.

I am in the process of reviewing your request that I "forward all cellular interconnection agreements executed by any Sprint incumbent local exchange company, including United Telephone and Centel, since the enactment of the Telecommunications Act of 1996" ("Act"). It is my belief that only interconnection agreements negotiated by Sprint-Florida, Inc. are relevant for our discussions regarding the Florida properties of Wireless One. It is also my understanding that the interconnection agreements negotiated to be compliant with the Act and filed with the Florida Public Service Commission ("FPSC") are publicly available, and therefore directly obtainable by your firm from the FPSC. That notwithstanding, Sprint will endeavor to obtain copies of the relevant filed wireless interconnection agreements and forward those on to your attention.

I look forward to working with you to reach a successful conclusion to the negotiations. I can be reached at 407-889-1389.

Sincerely,

A handwritten signature in cursive script that reads "Brooks Albery".

Brooks Albery

Attachments

c: Leslie Klinger  
Debbie Terry



Brooks B. Albery  
Director - Carrier Markets

Southern Operations  
Box 165000 MC 5327  
Altamonte Springs, Florida 32716-5000  
Telephone (407) 889-1389  
Fax (407) 889-1274

April 21, 1997

William A. Adams  
ARTER & HADDEN  
One Columbus  
10 West Broad Street, Suite 2100  
Columbus, Ohio 43215-3422

Re: Wireless One

Dear Mr. Adams:

The attached documents are provided as a follow-up to my letter dated April 10th. One attachment is a copy of the interconnection agreement between Western Florida Cellular Telephone Corporation ("Western") and Sprint Florida, Incorporated. This agreement was negotiated using a standard interconnection agreement designed for negotiating interconnection agreements with Competitive Local Exchange Carriers ("CLECs"). Since the negotiations with Western, Sprint has crafted a boilerplate Commercial Mobile Radio Services ("CMRS") Interconnection Agreement a copy of which was sent to you as an attachment to my prior letter.

The other attachment is a letter agreement between Sprint Florida, Incorporated and Palmer Wireless, Incorporated ("Palmer"). The Palmer agreement is an interim agreement between the two companies effective until such time as a standard CMRS Interconnection Agreement based upon the standard boilerplate language is negotiated or either party terminates the agreement.

Please work with Debbie Terry at 407-889-6410 to schedule times for our companies to meet and commence crafting an interconnection agreement. Please note that meetings will likely need to be scheduled several weeks in advance to avoid scheduling conflicts.

Sincerely,

Brooks Albery

Attachments

c: Leslie Klinger  
Debbie Terry

# ARTER & HADDEN

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May 9, 1997

Via Facsimile (407/889-1274) and Federal Express

Mr. Brooks B. Albery  
Director-Carrier Markets  
Sprint Florida, Incorporated  
555 Lake Border Drive  
Apopka, Florida 32703

Re: Request for Interim Interconnection Agreement

Dear Mr. Albery:

Thank you for your letter of April 21, 1997 forwarding a copy of the interim interconnection agreement between Sprint-Florida, Inc. ("Sprint") and Palmer Wireless, Inc. dated February 11, 1997 (hereinafter "the Palmer Agreement"). We request that the terms of that interim agreement also be made available to our client, Wireless One Network ("Wireless One"), as required by the Telecommunications Act of 1996 ("TA96"), as follows:

- The ratio of 75:25 ratio (75% mobile-to-land and 25% land-to-mobile) will be used as the interim ratio for reciprocal compensation between Sprint and Wireless One for the period beginning August 2, 1996, the date on which Wireless One first requested interconnection with Sprint under TA96, and continuing for such period of time as necessary for the parties to verify and agree upon any adjustment to the ratio. All compensation paid prior to the adjustment of the ratio shall be subject to a true-up based upon the agreed-upon adjustment.
- Prior to March 1, 1997, reciprocal compensation shall be paid at existing rates in Sprint's General Exchange Tariff. Commencing on March 1, 1997, reciprocal compensation will be based on the composite rates provided in Exhibit 1 to the Palmer Agreement until the Florida Public Service Commission approves permanent interconnection rates and Sprint's Billing and Recording System can accommodate the approved rate elements. Wireless One reserves the right to seek different rates than in Exhibit 1 to the Palmer Agreement on a prospective basis in the final interconnection agreement.

Mr. Brooks B. Albery

May 9, 1997

Page 2

## ARTER & HADDEN

- Sprint has the right to perform annual audits on traffic studies performed by Wireless One.
- Sprint will provide Wireless One with records of toll traffic terminating through Sprint to the Wireless One commercial mobile radio service network. Wireless One will bill the interexchange carrier applicable rate elements from the point of interface to the Wireless One switch.
- Wireless One will continue exercising the Reverse Toll Option with Sprint outside the interim interconnection agreement. Wireless One reserves the right to seek the Reverse Toll Option in the final interconnection agreement.
- Sprint will provide Wireless One Type 2A CCS7 Tandem Office VIRTUAL exchange interconnection of all of its dedicated NXX codes and Sprint will provide A link connectivity between one Sprint STP and the Avon Park Tandem, and another Sprint STP and the Fort Myers Tandem at no charge. Wireless One will pay for A link connectivity to each of the Fort Myers and Avon Park Tandems.
- This interim interconnection agreement shall be effective upon signing and shall expire on the effective date of the final interconnection agreement.

As we discussed by telephone today, you will schedule a one hour conference call next week with me, Frank Heaton, you, Deb Terry, and Alan Berg to finalize the terms of this interim interconnection agreement. Please have your secretary call me to coordinate the meeting schedule and to provide the conference bridge number for that call.

Very truly yours,



William A. Adams

WAA/lk

cc: James A. Dwyer  
Frank Heaton  
Deborah Terry



Brooks B. Albery  
Director - Carrier Markets

*Wireless One/Sprint*

Southern Operations  
Box 165000 MC 5327  
Altamonte Springs, Florida 32716-5000  
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Fax (407) 889-1274

May 16, 1997

Mr. Frank J. Heaton  
Director of Planning & External Affairs  
Wireless One of Southwest Florida  
2100 Electronics Lane  
Fort Myers, Florida 33912

Re: Request for Interim Interconnection Agreement

Dear Frank:

I have reviewed your request to enter into an interim interconnection agreement with Sprint-Florida with our policy team and have determined that Sprint will not negotiate a greatly scaled down agreement similar to the letter agreement with Palmer. Sprint has a CMRS specific interconnection agreement that was provided to Wireless One in April and we are anxious to work through the negotiation process with Wireless One using April 9th as the official start date for the negotiations.

In the spirit of continuing the discussions begun earlier this week between Wireless One, Arter & Hadden, and Sprint-Florida, following are rewrites and additional information for several of the bullet points provided in the letter from Arter & Hadden. This letter should not be misconstrued as a contract offer.

During the discussions of the first bullet point on page one of the letter of May 9, 1997, the parties failed to address the ratio for mutual compensation as it applies separately to minutes-of-use and interconnection facilities. This has been added to the bullet point as reflected below for your review.

The ratio of 77:23 ratio (modified by Sprint) (77% mobile-to-land and 23% land-to-mobile) will be used as the interim ratio for reciprocal compensation of minutes-of-use and of all interconnection facilities used for both Mobile-to-Land and Land-to-Mobile interconnection between Sprint and Wireless One with the exception of facilities used to connect Wireless One's cell sites and Mobile Telephone Switching Office. This interim ratio will be accomplished by Wireless One billing Sprint at a level equivalent to 30% of the traffic billed to Wireless One by Sprint for terminating Mobile-to-Land traffic. Likewise for trunk groups with two-way traffic, 30% of the facility bill to Wireless One will be billed by Wireless One back to Sprint-Florida. More specific language on this will be available within the CMRS interconnection agreement. All one-way interconnection trunk facilities are the responsibility of the company making use of these facilities for terminating traffic from their end users.

Regarding Bullet Point Four on page 2, Sprint currently offers a virtual designated exchange for NXX codes associated with Type 2A interconnection in Section A25 of Sprint-Florida, Inc.'s General Exchange

Tariff. Because this is available within Sprint's tariff, Sprint believes it is inappropriate to include language on virtual rate centers in an interconnection agreement.

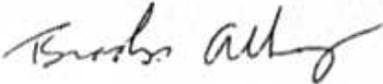
Sprint is willing to discuss with Wireless One outside the interconnection negotiations an arrangement where Sprint will charge Wireless One for A-Link connectivity to the Sprint tandem(s) in the Fort Myers LATA and Sprint will provide the transport for A-link connectivity from its access tandem(s) in the Fort Myers LATA to its local STP pair at no charge to Wireless One. This is consistent with the language in the Palmer letter agreement.

As we discussed, Mr. Adams will provide a copy for Sprint's review of the Ameritech agreement filed with the Ohio Commission in February of this year which includes a reverse toll option plan. Sprint-Florida currently offers a reverse toll option in Section A25 of the General Exchange Tariff. This offering will continue to be offered via tariff and will not be included in an interconnection agreement.

In addition, the ratio of mobile-to-land to land-to-mobile is subject to a valid traffic study being submitted to and approved by Sprint. Given the inability to determine the actual ratio of traffic, the 77:23 ratio discussed above would apply until such time as an actual ratio can be determined.

It was agreed that a follow-up telephone call would be held at 1:00 p.m. on Friday May 16, 1997.

Sincerely,



Brooks Albery  
Director-Carrier Markets

c: William A. Adams  
Alan Berg  
Debbie Terry  
Betty Smith

# ARTER & HADDEN

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June 11, 1997

*Via Facsimile (407) 889-1274 and U.S. Mail*

Mr. Brooks Albery  
Sprint-Florida, Inc.  
Box 165000 MC 5327  
Altamonte Springs, FL 32716-5000

Re: Wireless One Interconnection Negotiations

Dear Mr. Albery:

This will confirm the following agreements reached during the June 6, 1997 conference call with you, Deb Terry, and Alan Berg for Sprint and Frank Heaton and me for Wireless One:

- Wireless One will bill and Sprint will pay reciprocal compensation beginning November 1, 1996 on all Type 2B land-to-mobile traffic at the rate of 1 cent/mou. Wireless One and Sprint agreed in principle on how the minutes would be computed in determining the bill. You received a bill with back up from Wireless One yesterday, June 10, 1997, consistent with this agreement. Wireless One reserves the right to pursue reciprocal compensation to a date prior to November 1, 1996. It is and has been our position that, although the Eighth Circuit unstayed the reciprocal compensation rule effective November 1, 1996, once unstayed, the rule is effective retroactively.
- Although not directly related to the interconnection negotiations, Sprint agreed to credit Wireless One for the overbillings for Type 2B interconnections back to January 1, 1996, the effective date of the Florida PSC order lowering the Type 2B compensation to 1 cent/mou. Wireless One and Sprint agreed in principle to use a similar methodology to that being used for reciprocal compensation billing. You received Wireless One's computation of the credit with backup yesterday consistent with this agreement.

We would like to conclude both of these matters during our next conference call at 1:00 p.m., Tuesday, June 17, 1997. We appreciate your anticipated cooperation in completing your review of these materials prior to that time.

# ARTER & HADDEN

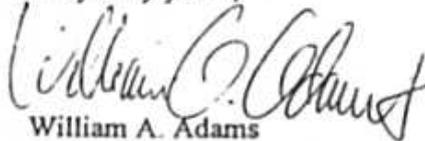
Mr. Brooks Albery  
June 11, 1997  
Page 2

Also during the June 6, 1997 conference call, we discussed the reverse charge option. It is our position that the Telecommunications Act of 1996 and the FCC's Local Competition Order requires all intraMTA land-to-mobile and mobile-to-land traffic to be priced at transport and termination rates. This includes the reverse charge option that Sprint currently provides Wireless One by tariff. Whether Wireless One or Sprint's customer pays for the land-to-mobile intraMTA call, the call must be priced at transport and termination rates without any access charge. The reverse charge option is merely a billing service that allows Wireless One to pay the charges that Sprint's customers otherwise would incur. You agreed to review our position on this issue and respond during our June 17, 1997 conference call.

Finally, during the June 6, 1997 conference call, Wireless One again raised its request for the terms of the interim Palmer agreement as set forth in my letter of May 9, 1997, which you previously rejected by your letter of May 16, 1997. You again indicated that Sprint was not willing to offer the terms and conditions of the interim Palmer agreement to Wireless One. As you explained in our conference calls of May 14 and May 16, 1997, the major point of disagreement between Sprint and Wireless One is the March 1, 1997 effective date for the lower transport and termination rates set forth in Exhibit 1 to the Palmer agreement. It is and has been our position that, under § 252(i) of the Telecommunications Act of 1996, Sprint is obligated to make the same provisions available to Wireless One.

During our next conference call on June 17, 1997, we look forward to your response to Wireless One's calculation of the overbillings credit and reciprocal compensation bill, as well as your response to our position on the reverse charge option.

Very truly yours,



William A. Adams

cc: James A. Dwyer  
Frank Heaton

102638.1

# ARTER & HADDEN

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Internet Address: wadams@arterhadden.com

August 6, 1997

*Via Facsimile (407/889-1211) and Federal Express*

Alan Berg, Esq.  
Sprint-Florida, Inc.  
555 Lake Border Drive  
Altamonte Springs, Florida 32703

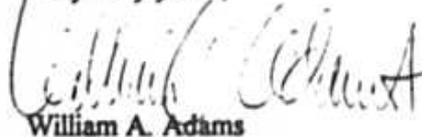
Re: Palmer Interim Agreement

Dear Mr. Berg:

As a follow up to your request in our interconnection negotiations this afternoon that we put this in writing, this reiterates Wireless One Network, L.P.'s ("Wireless One") request for the interim interconnection agreement between Palmer Wireless, Inc. and Sprint-Florida, Inc. ("Sprint") now that the Florida Public Service Commission has approved that agreement under 47 U.S.C. 252 (Docket 970611-TP). It is our request that the agreement be placed into effect immediately on a prospective basis and that the issue of the retroactive application of the rates to March 1, 1997 be resolved in our complaint/petition pending at the FPSC (Docket No. 970788-TP).

This matter is of the utmost urgency and we appreciate a response to this request no later than this Friday, August 8, 1997.

Very truly yours,



William A. Adams

cc: Charles Rehwinkel (via facsimile 904/599-1458)  
Beth Culpepper (via facsimile 904/413-6250)  
James A. Dwyer  
Frank Heaton

107865.1



Brooks B. Albery  
Director - Carrier Markets

Southern Operations  
Box 165000 MC 5577  
Altamonte Springs, Florida 32716-5000  
Telephone (407) 889-1274  
Fax (407) 889-1274

August 8, 1997

Mr. Bill Adams  
ARTER & HADDEN  
10 W. Broad Street, Suite 2100  
Columbus, Ohio 43215-3422

RE: Request for Interim Interconnection Agreement

Dear Bill:

I have reviewed your letter dated August 6th requesting that an interim interconnection agreement be established between Sprint-Florida, Inc. ("Sprint") and Wireless One of Southwest Florida ("Wireless One"). It should be noted that the Staff's recommendation is out in Docket No. 970788-TP and the terms of this proposal are subject to change based on the outcome of the Florida Public Service Commission's decision in this docket. Also, entering into an interim agreement while negotiations with Wireless One for a more permanent and all encompassing agreement are underway is awkward. Nonetheless, our companies may be able to resolve several outstanding issues while working through an interim agreement. As such, this proposal is provided to facilitate discussions aimed at entering into a Letter Agreement crafted for Wireless One.

Sprint proposes that, until a final interconnection arrangement is reached, Sprint and Wireless One agree that all Landline/Commercial Mobile Radio Service ("CMRS") Interconnections between the parties in the state of Florida shall be provided at the rates and upon the terms and conditions outlined in this Letter Agreement as follows:

- The ratio of 77:23 ratio (77% Mobile-to-Land and 23% Land-to-Mobile), will be used as the interim ratio for reciprocal compensation for minutes-of-use and for all interconnection facilities used for both Mobile-to-Land and Land-to-Mobile interconnection between Sprint and Wireless One with the exception of facilities used to connect Wireless One's cell sites and Mobile Telephone Switching Office. This interim ratio will be accomplished by Wireless One billing Sprint at a level equivalent to 30% of the traffic billed to Wireless One by Sprint for terminating Mobile-to-Land

traffic. Likewise for trunk groups with two-way traffic, 30% of the facility bill to Wireless One will be billed by Wireless One back to Sprint. More specific language on this will be available within the CMRS interconnection agreement. All one-way interconnection trunk facilities are the responsibility of the company making use of these facilities for terminating traffic from their end users.

- Prior to August 1, 1997, reciprocal compensation for Land-to-Mobile traffic retroactive to November 1, 1996, and through July 31, 1997 shall be paid to Wireless One at the existing Type 2B usage rate in Sprint's General Exchange Tariff.
- Reciprocal compensation at rates consistent with the Telecommunications Act of 1996 will commence on August 1, 1997. Such reciprocal compensation shall include a proration of all facilities used for both Mobile-to-Land and Land-to-Mobile interconnection as noted above. See Exhibit 1 for the appropriate rates.
- Sprint reserves the right to perform annual audits on traffic studies performed by Wireless One.
- Sprint will provide Wireless One with records of toll traffic terminating through Sprint to the Wireless One CMRS network. Wireless One will bill the IXC applicable rate elements from the point of interface to the Wireless One switch.
- Separate trunks for 911 interconnection into Sprint are required. Wireless One acknowledges this fact and will retain existing 911 connectivity with Sprint until they are technically capable of providing a separate interconnection for 911 services. Sprint will work with Wireless One to move toward separate interconnections for 911.
- The parties agree to continue negotiating in good faith a definitive interconnection agreement incorporating the terms of this Letter Agreement.
- The intermediary function for Mobile-to-Land traffic will be billed at the intermediary rate on Exhibit 1, until such time as Sprint's Billing and Recording System can bill the filed and approved rate elements. At such time, the intermediary charge shall consist of the tandem switching charge and where applicable, the transport rate elements or a composite rate incorporating both elements.
- Wireless One agrees to dismiss its complaint against Sprint filed with the Florida Public Service Commission which has been assigned Docket No. 970788-TP within ten days of execution of this Agreement.

This Letter Agreement shall be effective upon your counterpart signature below on behalf of Wireless One. The term of this Letter Agreement shall expire on December 31, 1997 or upon the date when a new interconnection agreement between Wireless One and Sprint is filed with the Florida Public Service Commission, which ever occurs first. If no such agreement has been filed by December 31, 1997, this Letter Agreement shall remain in full force and effect on a month-to-month basis until such time as either party provides 30-day prior written notice to the other party of their desire to terminate this Letter Agreement.

Please sign below to indicate your acceptance and approval of the rates, terms and conditions incorporated herein.

Sincerely,



Brooks Albery

Accepted and agreed to this \_\_\_\_\_ day of August, 1997

---

Frank Heaton  
Wireless Or

**Exhibit 1: Composite Rates**

- *Sprint will utilize a composite billing rate for Wireless One's Mobile-to-Land traffic terminating on Sprint-Florida's network until such time as Sprint's billing and recording systems can bill the filed and approved interconnection rate elements.*

Rate Element <sup>1</sup>	Composite Rate: per Minute of Use (MOU)
Mobile-to-Land - Tandem <sup>2</sup>	.007954
Mobile-to-Land - End Office <sup>3</sup>	.003587
Land-to-Mobile <sup>4</sup>	.003587
Tandem Switch (Intermediary) Mobile to Land	.004367

- <sup>1</sup> The rates are subject to final approval by the Florida Public Service Commission.
- <sup>2</sup> The composite rate for Mobile-to-Land traffic handed off at the Sprint tandem and terminated behind a Sprint end office consists of Band 2 of Sprint's End Office Termination, Tandem Switching and Transport rates.
- <sup>3</sup> The composite rate for Mobile-to-Land traffic handed off at a Sprint end office and terminated to a Sprint customer within that end office consists of Band 2 of Sprint's End Office Termination rates.
- <sup>4</sup> The rate for Land-to-Mobile traffic consists of a statewide average of Sprint's End Office Termination rates.