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FILE COPY



Box 2214
Tallahassee, Florida 32310

May 20, 1997

970618-TP

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

Re: Petition of Sprint-Florida, Incorporated
for Approval of an Interconnection
Agreement with Palmer Wireless, Inc.

Dear Ms. Bayo:

Enclosed for filing is the original and fifteen (15) copies
of Sprint-Florida, Inc.'s Petition for approval of an
interconnection agreement with Palmer Wireless, Inc.

Please acknowledge receipt and filing of the above by
stamping the duplicate copy of this letter and returning the
same to this writer.

Thank you for your assistance in this matter.

Sincerely,

Charles J. Rehwinkel

CJR/th

Enclosure

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU _____
- CTR _____
- EAG _____
- LEG _____
- LIN _____
- OF _____
- RC _____
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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for Approval)
of Interconnection Agreement)
Between Sprint-Florida, Inc.)
and Palmer Wireless, Inc.)

Docket No.
Filed: May 20, 1997

**PETITION OF SPRINT-FLORIDA, INCORPORATED
FOR APPROVAL OF INTERCONNECTION AGREEMENT
WITH PALMER WIRELESS, INC.**

Sprint-Florida, Incorporated (Sprint-Florida) files this Petition with the Florida Public Service Commission seeking approval of an Interconnection Agreement which Sprint-Florida has entered with Palmer Wireless, Inc.

In support of this Petition, Sprint-Florida states:

1. The United States Congress has also recently enacted legislation amending the Communications Act of 1934. This legislation, referred to as the Telecommunications Act of 1996, requires that any such "agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission" 47 U.S.C. §252(e).

2. In accordance with the above, Sprint-Florida has entered an Interconnection Agreement with Palmer Wireless, Inc., which is a carrier entitled to interconnection with Sprint-Florida. This Interconnection Agreement was executed on February 11, 1997, and is attached hereto as Attachment A.

3. Under the Federal Act, an agreement can be rejected by the State commission only if the commission finds that the agreement or any portion thereof

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discriminates against a telecommunications carrier not a party to the agreement or if the implementation of that agreement is not consistent with the public interest, convenience and necessity. 47 U.S.C. §252(e)(2).

4. The Agreement with Palmer Wireless, Inc. does not discriminate against other similarly situated carriers which may order services and facilities from Sprint-Florida under similar terms and conditions. The Agreement is also consistent with the public interest, convenience and necessity. As such, Sprint-Florida seeks approval of the Agreement from the Florida Public Service Commission as required by the Federal statutory provisions noted above.

Wherefore, Sprint-Florida respectfully requests that the Florida Public Service Commission approve the Interconnection Agreement between Sprint-Florida and Palmer Wireless, Inc.

Respectfully submitted this 20th day of MAY, 1997.

Sprint-Florida, Incorporated

By: 
Charles J. Rehwinkel
General Attorney
Post Office Box 2214
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Breelan R. Alberty
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Fax (407) 889-1374

February 11, 1997

Mr. Patrick Mochan
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.

Palmer Wireless
February 11, 1997
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- 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 transmitted 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 Accounting 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,

Frank Albery
Frank Albery

Accepted and agreed to this 14 day of February, 1997

K. Patrick Madden
K. Patrick Madden
Palmer Wireless

Palmer Wireless

February 11, 1997

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Exhibit I: 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.*

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

- The rates are subject to final approval by the Florida Public Service Commission.
- 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.
- 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.
- The rate for Land-to-Mobile traffic consists of a statewide average of Sprint's End Office Termination rates.