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June 26, 1997

VIA FEDERAL EXPRESS

970750-TP

Florida Public Service Commission
Director, Division of Records and Reporting
101 East Gaines Street
Tallahassee, Florida 32301

Re: *Wireless One Network, L.P. v. Sprint Florida, Incorporated*

To the Director:

Please find enclosed for filing the original and ten copies of Wireless One Network's:

- Complaint and/or Petition for Arbitration against Sprint Florida, Incorporated; 06468-97
- Memorandum in Support of the Complaint and/or Petition; and 06469-97
- Motion for Admission Pro Hac Vice. 06470-97

Pursuant to Rule 25-22.028, Florida Administrative Code, a double-sided, high-density diskette containing each of the above documents is enclosed. The documents were formatted as WordPerfect for Windows documents under the Windows 95 operating system.

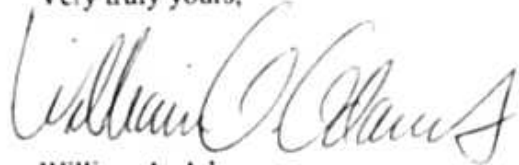
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 WAS _____
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ARTER & HADDEN

Director, Division of Records and Recordkeeping
June 26, 1997
Page 2

Please date stamp and return three copies of each document in the enclosed self-addressed envelope.

Very truly yours,

A handwritten signature in cursive script, appearing to read "William A. Adams".

William A. Adams

enclosures

cc: James A. Dwyer
Frank ' .caton
Alan Berg, Esq.

96087.2C

BEFORE
THE FLORIDA PUBLIC SERVICE COMMISSION

Wireless One Network, L. P.,)
)
 Complainant/Petitioner,)
)
 v.)
)
 Sprint Florida, Incorporated,)
)
 Respondent.)

Docket No. 70788

COMPLAINT

AND/OR

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

AND

**REQUEST FOR EXPEDITED HEARING
PURSUANT TO FL. ST. SECTION 364.058**

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.

DOCUMENT NUMBER - DATE
06468 JUN 27 6
FPCD - REGISTRY REPORTING

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 an interim 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 interim 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 interim Palmer interconnection agreement to the FPSC for approval.

9. The interim 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. 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.

11. 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 interim Palmer interconnection agreement to the FPSC. The letter is attached at tab 5.

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

13. Sprint never has submitted the Palmer interconnection agreement to the FPSC for approval as required by 47 U.S.C. § 252(e).

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

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

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

17. Wireless One continued its request during a conference call of June 6, 1997, asking that Sprint make the identical terms of the interim 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.

18. Sprint's failure to submit the interim 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.

Count One

19. The allegations of paragraphs 1-18 are incorporated herein by reference.

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

Count Two

21. The allegations of paragraphs 1-20 are incorporated herein by reference.

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

Count Three

23. The allegations of paragraphs 1-22 are incorporated herein by reference.

24. Sprint's failure to submit the interim Palmer interconnection agreement to the FPSC prevented Wireless One from adopting the same terms and conditions for interim interconnection in violation of 47 U.S.C. § 252(i).

Count Four

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

26. Sprint's refusal to provide Wireless One with the same terms and conditions of the interim Palmer interconnection agreement upon request violated the 47 U.S.C. § 252(i).

Count Five

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

28. 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 submit the interim Palmer interconnection agreement to the FPSC violated 47 U.S.C. § 252(e).
- The FPSC should order Sprint to submit the interim Palmer interconnection agreement to the FPSC forthwith.

- The FPSC should approve the interim Palmer interconnection agreement in this proceeding and file it pursuant to 47 U.S.C. § 252(h) forthwith.
- The FPSC should rule that the terms and conditions of the interim Palmer interconnection agreement are available to Wireless One effective March 1, 1997, pursuant to 47 U.S.C. § 252(i).
- The FPSC should find that Sprint's failure to provide Wireless One with the same terms and conditions of the interim Palmer interconnection agreement violated 47 U.S.C. § 252(i).
- The FPSC should order Sprint to refund, with interest, the difference between the interconnection rates it has paid Sprint since March 1, 1997 and the amount it would have paid Sprint during that period had Sprint made the interim Palmer interconnection agreement available.
- The FPSC should order such additional or alternative relief as may be appropriate.

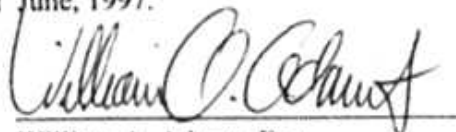


William A. Adams
Dane Stinson
Laura A. Hauser (Florida Reg. No. 0782114)
ARTER & HADDEN
10 West Broad Street
Suite 2100
Columbus, Ohio 43215

614/221-3155 (phone)
614/221-0479 (facsimile)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Complaint and/or Petition for Arbitration and Expedited Hearing was served upon the following party by ordinary U.S. Mail, postage prepaid, on or before this 26th day of June, 1997.



William A. Adams, Esq.

Alan Berg, Esq.
Sprint Florida, Incorporated
555 Lake Border Drive
Apopka, Florida 32703

August 2, 1996

WIRELESS ONE

NETWORK

Via Fax: 407-889-1274
CERTIFIED MAIL

FAXED

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
NETWORK

Mr. Brooks Alberty
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

1 Cellular One

a Wireless One Network company

January 31, 1997

Via Fax to 407-889-1274

Brooks Albery, Director - Carrier Markets
United Telephone of Florida
Box 16500
Altamonte Spring, Florida 32716-5000
Tel: 407-889-1389

RE: Your January 17, 1997 Letter

Dear Brooks,

Your January 17, 1997 advice that new 641 and 645 NXX codes requested June 28, 1996, could be available on January 25, 1997 has been digested.

We have notified the cellular industry and our outsourced billing service to gear up these 2 additional North Naples rate centered NXX's ASAP. We should be able to use them by February 25, 1997. (Note: Historically your company gave us advance notice of the pending availability of new codes so that we could gear up to use them when available.)

Your correspondence which I received on January 24, 1997, states your company will "re-designate" the trunk routing for these 2 additional NXX codes from that of our 5 present North Naples NXX codes . . . but could "re-designate" based on the outcome of our formal complaint.

We hereby request you amend your unilateral mandate that Type 2A trunks be used to carry the Bonita Springs, Marco, Naples and North Naples exchange originated land to mobile traffic to these 2 NXX groups and route them consistent with the call routing of our 5 existing North Naples NXX's (See my November 12, 1996 letter at page three requesting /requiring you restore/maintain the traditional two way routing of traffic between our companies. Also, see my November 26, 1996 letter at page 2 stating my recollection of your oral commitment not to change the existing land to mobile call routing prior to addressing FCC 96-90 interconnection rules.

Your January 17, 1997 letter continues to ignore our position, and contradicts said oral commitment. There is no technical or regulatory requirement compelling you to force changes in call routing at this time.

1 Cellular One
A Division of the AT&T Corporation

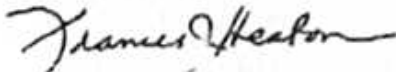
Your mandate ignores our August 2, 1996 request for renegotiation of the terms and conditions of interconnection between our companies, for which two face to face meetings I initiated, and various correspondence have thus far proven unproductive.

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,



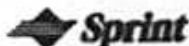
Francis J. Heaton
Director of Planning and External Affairs

FJH/kdb

cc: Public Service Commission

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

Enclosures



Brooks B. Albery
Director - Carrier Markets

Southern Operations
Box 169000 MC 5327
Altamonte Springs, Florida 32716-9000
Telephone (407) 889-1389
Fax (407) 889-1274

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 165000 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

To: [Redacted]
Date: [Redacted]
Page: [Redacted]

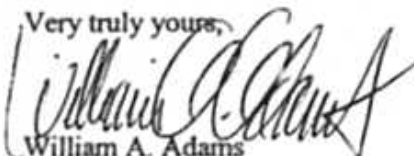
addressed in the agreement, including providing for the continued provision of a "wireless" option within the balance of the interconnection LATA for all Sprint Covered local exchange outside the existing local calling area of the present points of interconnection.

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 & HADDEEN
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,

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) 889-1589
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

ATTORNEYS AT LAW

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Los Angeles
San Francisco

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

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

Call Wireless One/Sprint

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

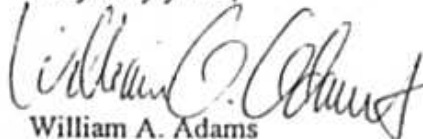
Mr. Brooks Albery
June 11, 1997
Page 2

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