BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Wireless One Network, L.P., d/b/a Cellular One of Southwest Florida for arbitration with Sprint-Florida, Incorporated pursuant to Section 252 of the Telecommunications Act of 1996.	DOCKET NO. 971194-TP ORDER NO. PSC-98-0594-FOF-TP ISSUED: April 27, 1998

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
SUSAN F. CLARK
JOE GARCIA

ORDER ON MOTIONS FOR RECONSIDERATION

BY THE COMMISSION:

Background

Part II of the Federal Telecommunications Act of 1996 (Act) sets forth provisions regarding the development of competitive markets in the telecommunications industry. Section 251 of the Act concerns interconnection with the incumbent local exchange carrier, while Section 252 sets forth the procedures for negotiation, arbitration, and approval of agreements.

Section 252(b) addresses agreements reached through compulsory arbitration. Specifically, Section 252(b)(1) states:

> (1) Arbitration.-During the period from the 135th day to the 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section, the carrier or any other party to the negotiation may petition a State commission to arbitrate any open issues.

Section 252(b)(4)(C) states that the state commission shall resolve each issue set forth in the petition and response, if any, by imposing the appropriate conditions as required. This section

requires that we conclude the resolution of any unresolved issues not later than 9 months after the date on which the local exchange carrier received the request under this section.

On April 10, 1997, Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida (Wireless One) and Sprint-Florida, Incorporated (Sprint) entered into negotiations regarding Wireless One's request for interconnection arrangements with Sprint. The parties were unable to reach final agreements on certain issues. Thus, on September 12, 1997, Wireless One filed a petition with us for arbitration of issues not resolved in its negotiations with Sprint.

Section 252(b)(4)(A) provides that we must limit our consideration of any petition to the issues set forth in the petition and in the response, if any. We conducted a hearing in this docket on November 24, 1997.

On January 26, 1998, we issued our Final Order on the arbitration request, Order No. PSC-98-0140-FOF-TP. In that Order, we determined that Wireless One's DMS 250 switch, also known as the Mobile Telephone Switching Office (MTSO), functions as a tandem for purposes of reciprocal compensation. We also determined that under the FCC's rules, reciprocal compensation rates for land to mobile traffic apply only from the point of interconnection between Wireless One and Sprint to Wireless One's end office. We found that the portion of the call from Sprint's originating landline end user to the point of interconnection is not governed by the FCC's decision that the Major Trading Area (MTA) is the local calling area for Commercial Mobile Radio Services (CMRS) traffic. In addition, we determined that FCC Rules 47 C.F.R. 51.701(b)(2) and 47 C.F.R. 51.703(b) do not preclude Sprint from assessing a charge in accordance with its Reverse Toll Billing Option (RTBO) tariff offering. We also found that the RTBO charge does not constitute an access charge.

On February 10, 1998, Wireless One filed a Motion for Reconsideration of our decision regarding the RTBO charge. In the alternative, Wireless One requested a generic proceeding to consider the impact of toll charges on CMRS providers' ability to compete. On February 23, 1998, Sprint filed a Response to Wireless One's Motion for Reconsideration and a Cross-Motion for Reconsideration of our decision that Wireless One's DMS 250 functions as a tandem switch. In addition, Sprint asked us to stay portions of Order No. PSC-98-0140-FOF-TP pending the outcome of its

Cross Motion for Reconsideration and requested oral argument on its Cross-Motion. On March 9, 1998, Wireless One filed a Response to Sprint's Cross-Motion for Reconsideration, Motion for Stay and Request for Oral Argument.

Oral Argument

The standard for requesting oral argument is set forth in Rule 25-22.058, Florida Administrative Code, which requires a movant to show ". . . with particularity why Oral Argument would aid the Commission in comprehending and evaluating the issues before it."

In support of its request for oral argument on its Cross-Motion for Reconsideration, Sprint stated that this docket has involved very technical matters. Sprint asserted that the issue of reciprocal compensation and functional equivalence of a CMRS provider is novel for this Commission. Sprint added that its argument in support of reconsideration on the reciprocal compensation issue involves comparing the routing of land-to-mobile calls to the actual pricing structure ordered by us. Sprint argued the oral argument will assist us in understanding this technical issue.

In its response, Wireless One stated that it does not oppose Sprint's request for oral argument, as long as oral argument is also granted on Wireless One's Motion for Reconsideration.

In this particular case, we find that the matters addressed in Sprint's Cross-Motion for Reconsideration are ably presented by the parties' pleadings. The issues are very clearly set forth in those pleadings, as well as in the record. We do not believe, therefore, that oral argument would assist us in evaluating Sprint's Cross Motion for Reconsideration. Thus, Sprint's Request for Oral Argument is denied.

Wireless One's Motion for Reconsideration

The proper standard of review for a motion for reconsideration is whether the motion identifies a point of fact or law which was overlooked or which we failed to consider in rendering our Order. See Stewart Bonded Warehouse, Inc. v. Bevis, 294 So. 2d 315 (Fla. 1974); Diamond Cab Co. v. King, 146 So. 2d 889 (Fla. 1962); and Pingree v. Quaintance, 394 So. 2d 161 (Fla. 1st DCA 1981). In a motion for reconsideration, it is not appropriate to reargue

matters that have already been considered. Sherwood v. State, 111 So. 2d 96 (Fla. 3rd DCA 1959); citing State ex. rel. Jaytex Realty Co. V. Green, 105 So. 2d 817 (Fla. 1st DCA 1958). Furthermore, a motion for reconsideration should not be granted "based upon an arbitrary feeling that a mistake may have been made, but should be based upon specific factual matters set forth in the record and susceptible to review." Stewart Bonded Warehouse, Inc. v. Bevis, 294 So. 2d 315, 317 (Fla. 1974).

POSITIONS

Wireless One

In its Motion, Wireless One asked that we reconsider our decision regarding Sprint's Reverse Option Charge. Wireless One asserted that we failed to consider certain points in reaching our decision not to eliminate or reduce the RTBO charge.

Wireless One asserted that under our decision, different local calling scopes require that the same call over the same facilities will be a toll call when originated by the land line customer, but will be a local call when originated by the wireless customer. Wireless One asserted that this results in "asymmetry" because wireless carriers that serve rural areas with finite flat rate local calling privileges lose revenues to the LEC in the form of the RTBO charge; thus, Wireless One argued the wireless carriers are at a significant economic disadvantage to the LEC.

Wireless One asserted that its witnesses testified that the RTBO charge had been part of the parties' interconnection relationship since the two networks were first interconnected. Wireless One asserts that Sprint has never charged its customers toll for any land-to-mobile calls since 1990. Wireless One argued that it is Sprint's customer and that it has generated revenue for Sprint simply by its existence. Wireless One argued, therefore, that intraMTA calls to its mobile customers should be treated differently than intraLATA toll calls made from one land based customer to another. Wireless One argued that these are two different classes of service. In addition, Wireless One argued that we failed to consider that the FCC's Local Interconnection Order, FCC Order 96-325, (Interconnection Order) had remedied this "asymmetry" by stating that for wireless carriers, the local calling area included the entire MTA.

Wireless One further asserted that the Interconnection Order requires two-way trunking when feasible, and argued that Sprint routes its traffic through the tandem 2A trunks, rather than the two-way end office type 2B trunks, in order to incur an RTBO charge. Wireless One argued that Sprint should be required to route traffic to Wireless One at the most cost-efficient point for Wireless One.

Sprint

In its response, Sprint stated that Wireless One has not raised any new issues. Sprint asserted that every argument made by Wireless One in its Motion was previously considered and rejected by the Commission. Sprint added that the "competitive asymmetry" argument raised by Wireless One was not an issue for arbitration. Sprint further asserted that any argument relating to competitive asymmetry that is based upon the BellSouth/Vanguard LATA-wide additive should be rejected. Sprint stated that the negotiated BellSouth/Vanguard agreement does not apply to this arbitration.

Sprint also noted that we rejected Wireless One's assertions that the voluntary RTBO is a "term and condition" of the interconnection relationship between Sprint and Wireless One. Sprint stated that Wireless One's assertions in its Motion for Reconsideration that the RTBO is a new class of service were not raised in the arbitration proceeding. Furthermore, Sprint argued that even if it were a new class of service, Sprint would still not be precluded from charging toll to its own originating customers. Sprint added that Wireless One's assertion that this is a new class of service conflicts with Wireless One's assertions in the arbitration proceeding that the RTBO is unlawful and that toll charges on intra-MTA calls are also unlawful.

Finally, regarding Wireless One's assertions that the RTBO charge constitutes an access charge, Sprint agreed that Wireless One has cited the law correctly, but asserted that Wireless One has not shown how we erred in applying that law. Sprint stated that we have already considered and rejected Wireless One's arguments that the RTBO charge is an access charge.

DETERMINATION

In its Motion for Reconsideration, Wireless One first asserted that we failed to consider that the different calling scopes of wireless and land based carriers result in competitive asymmetry between the carriers. Wireless One added that we failed to acknowledge that the FCC's Interconnection Order, FCC Order 96-325, and the FCC's rules implementing that Order, rectify that asymmetry. We have already considered this argument at page 17 of Order No. PSC-98-0140-FOF-TP, and rejected Wireless One's assertions that a determination regarding competitive effects should be made in this docket. There we noted that we do not agree with Wireless One's assertions that the FCC has made a determination on a land line LEC's ability to assess toll on intraMTA calls to wireless customers, and we stated that any concerns regarding the competitive impact of LECs assessing toll charges on intraMTA calls would be best addressed in another proceeding. See Order No. PSC-98-0140-FOF-TP, at p. 17. Wireless One has not identified any mistake of fact or law made by us in our determination on this point in this proceeding.

Wireless One next asserted that it has always subscribed to the RTBO, and that Sprint has never charged Sprint customers toll charges for calls to Wireless One's customers. We addressed this argument at page 17 of Order No. PSC-98-0140-FOF-TP. Wireless One has not identified any mistake of fact or law in our decision on this point. Furthermore, it is improper to reargue matters that have already been considered and addressed.

Wireless One further asserted that Sprint must send its traffic over the Type 2B trunks, which would be the most cost efficient means for Wireless One to receive traffic from Sprint. Sprint's routing of traffic to Wireless One was not an issue to be resolved in this proceeding. The issue decided reads, as follows:

> With respect to land-to-mobile traffic only, do the reciprocal compensation rates negotiated by Wireless One and Sprint-Florida, Incorporated apply to intraMTA calls from the originating landline end user to Wireless One's end-office switch, or do these rates apply from the point of interconnection between Wireless One and Sprint to Wireless One's end-office switch.

Clearly, the issue decided relates to which rates apply to intraMTA calls originating from a Sprint customer and terminating on Wireless One's network, not to how Sprint routes calls. Although we did hear Wireless One's arguments regarding Type 2B connections and SS7 signaling, we did not make a determination on whether Sprint should be required to route traffic to Wireless One using Type 2B interconnection, because the parties had already agreed that this was not an issue to be decided in the context of this arbitration. See Order No. PSC-98-0140-FOF-TP at p. 8; Staff Recommendation at p. 13; and Transcript Volume 3, p. 304, lines 8 - 12. Thus, this is not a point of fact or law that we have overlooked.

Upon consideration, we find that Wireless One has not identified any factual or legal basis for its Motion for Reconsideration. Its motion falls short of the standard set forth in Diamond Cab Co. V. King, 146 So. 2d 889 (Fla. 1962). Wireless One's Motion for Reconsideration of Order No. PSC-98-0140-FOF-TP is, therefore, denied.

Sprint's Cross-Motion for Reconsideration

As previously indicated, the proper standard of review for a motion for reconsideration is whether the motion identifies a point of fact or law which was overlooked or which the Commission failed to consider in rendering its Order. See Stewart Bonded Warehouse, Inc. v. Bevis, 294 So. 2d 315 (Fla. 1974); Diamond Cab Co. v. King, 146 So. 2d 889 (Fla. 1962); and Pingree v. Quaintance, 394 So. 2d 161 (Fla. 1st DCA 1981).

POSITIONS

Sprint

In its Cross-Motion, Sprint asked that we reconsider our decision that Wireless One's cell site provides termination in accordance with FCC Rule 51.701(d) and that Wireless One's DMS 250 functions as a tandem; thus, Sprint asked that we reconsider our finding that the two networks are functionally equivalent. In addition, Sprint asked that we reconsider our inclusion of language regarding a "LATA-wide additive."

First, Sprint stated that we should reconsider our decision regarding functions of Wireless One's cell site and DMS 250 because Order No. PSC-98-0140-FOF-TP does not contain a sufficient factual or legal basis for our conclusions. Sprint argued that FCC Rule 47 C.F.R. 51.701(d) contains a two part test: 1) switching must occur at the cell site; and 2) traffic must be delivered to the called party's premises. Sprint asserted that our Order only applies to the second part of this test.

Sprint also argued that the facts in the record show the cell site's function is to deliver the call, but that the record demonstrates switching occurs at the MTSO. Sprint argued that our Order does not make the finding required by Rule 47 C.F.R. 51.701(d) that switching occurs at a functionally equivalent facility - that being the cell site.

Sprint further argued that because the cell site does not perform a switching function, the requirements of Rule 47.C.F.R. 51.701(d) are not met, and, therefore, our Order is in error. Furthermore, Sprint asserted that since the cell site does not perform a switching function and does not comply with the FCC's rule, then Wireless One's DMS 250 must not perform a tandem function. Essentially, Sprint argued that calls cannot be delivered solely to either the DMS 250 or to the cell site for termination because neither the DMS 250 nor the cell site perform both functions set forth in Rule 47 C.F.R. 51.701(d) for termination.

In addition, Sprint asked that we alter the language ordered to be inserted in the agreement at Attachment II--Interconnection, D.3. That language reads as follows:

> For all land to mobile traffic that Company terminates to Carrier, Company will pay tandem interconnection, transport, and end office termination rate elements where interconnection occurs at the access tandem. Where connection occurs at the carrier's end office (cell site), Company will pay the end office termination rate only.

Sprint asked that we remove the words "end office" from the last sentence of the ordered language so that the sentence reads, "Where connection occurs at the carrier's cell site, Company will pay the end office termination rate only." Sprint argued that the record clearly demonstrates that the cell site is not an end

office. Sprint added that this language will require Sprint to retroactively pay tandem switching and termination for calls that Sprint did not have an opportunity to deliver to the cell site.

Next, Sprint argued that we should delete the language contained in Order No. PSC-98-0140-FOF-TP at page 17 regarding a LATA-wide additive. Sprint asserted that we clearly implied that the additive negotiated by other parties had been used in place of the RTBO charge. Sprint argued that not only should we not have included any reference to provisions negotiated by other providers in other agreements, our interpretation of the LATA-wide additive was based on testimony that was incorrect. Sprint argued that the LATA-wide additive included in the BellSouth/Vanguard agreement and referred to by Wireless One in its testimony actually applies to mobile-to-land traffic, not land-to-mobile traffic. Thus, the LATA-wide additive rate is a terminating rate, and does not address the originating portion of the call as might be inferred from the Order. Sprint argued, therefore, that the language should be stricken because it is misleading and inapplicable to the situation between Wireless One and Sprint.

Wireless One

In its Response, Wireless One stated that Sprint has not identified any mistake of fact or law that we made in making our determination that Wireless One is entitled to the same compensation for switching, transport, and termination as is Sprint. Wireless One noted that we fully considered this issue in our Order and found that the two networks are, in fact "functionally equivalent." Wireless One argued that Sprint has not identified any mistake in that finding.

Wireless One also argued that our determination on this issue is supported by the FCC's decision in the FCC's First Report and Order, Order No. 96-325, where the FCC recognized that not all networks would be exactly comparable due to differences in technology. Wireless One stated that the FCC then directed state commissions to consider whether new technologies perform similar functions that should be priced at the same rate as the functions performed by the ILEC. Wireless One argued that in this proceeding, we appropriately used that rationale and found that the two networks did perform similar functions.

In addition, Wireless One specifically disputed Sprint's arguments regarding the definitions of a tandem switch, transport, and termination, as well as Wireless One's capability of providing those functions. Wireless One argued that its network performs each of these functions, as indicated in our order.

Finally, regarding the LATA-wide additive language contained in the order, Wireless One asserted that it is of no consequence that the additive suggested by Wireless One and referred to by us was contained in an agreement between two parties that were not parties to this arbitration. Wireless One argued that the agreement was approved by us and that we were within our authority to use precedent in commenting on issues in this case. Furthermore, Wireless One noted that our comments had no effect on the ultimate determination. Wireless One argued, therefore, that Sprint has no basis for asking that this language be removed.

DETERMINATION

1. RECIPROCAL COMPENSATION

We do not agree with Sprint that we failed to fully apply FCC Rule 47 C.F.R. 51.701(d) in finding that Wireless One's network is functionally equivalent to Sprint's for purposes of transport, tandem and end office switching. As set forth on pages 6 through 8 of Order No. PSC-98-0140-FOF-TP, we did, in fact, fully considered Sprint's arguments that the DMS 250 is not a tandem switch and the cell site is not an end office. We then reviewed FCC Rule 47 C.F.R. 51.701(d) and determined that the rule, and particularly the phrase ". . . or equivalent facility" should be interpreted broadly. We reasoned that if both systems provide the same functions, then the parties should receive the same compensation even if the networks and methods of performing those functions are not identical. At page 10, we then determined that both Sprint and Wireless One transport, switch, and terminate traffic and that Wireless One could assess the same rate elements that Sprint charges for those functions.

We note that the testimony and arguments presented by the parties and included at pages 2 through 9 of our Order do indicate that neither the DMS 250 nor the cell site perform both a switching function and a delivery function. However, we have interpreted Rule 47 C.F.R. 51.701(d) to mean that these functions may be provided by equivalent facilities and not necessarily in the

identical manner as that provided by the ILEC. The pertinent portion of FCC Rule 47 C.F.R. 51.701(d) reads as follows:

> . . . termination is the switching of local telecommunications traffic at the terminating carrier's end office, or equivalent facility, and delivery of such traffic to the called party's premises.

(Emphasis added.) It is worthwhile to note that although Rule 47 C.F.R. 51.701(d) does state that switching must occur at the terminating carrier's end office, or equivalent facility, it does not say that the same facility must then deliver the call. The rule describes termination and the functions necessary to accomplish that act. It does not mandate the means or facilities for accomplishing those functions.

Furthermore, in interpreting FCC Rule 47 C.F.R. 51.701(d), we also considered the FCC's directive in its First Report and Order, Order No. 96-325, at ¶1090, that the states should consider whether new technologies perform functions similar to those performed by an incumbent LEC's network. With this directive in mind, we found that Wireless One's network and Sprint's network perform the same functions, albeit by different technologies. See Order No. PSC-98-0140-FOF-TP at page 10.

Sprint has only indicated that it does not agree with our interpretation of the requirements for reciprocal compensation and of FCC Rule 47 C.F.R. 51.701(d). While Sprint may differ with our interpretation and application of the law, a difference of opinion as to interpretation does not constitute a mistake. Sprint has not identified a mistake that we made in applying the law on this point.

2. APPROVED LANGUAGE FOR ATTACHMENT II--INTERCONNECTION, D.3

We do, however, agree that it would be appropriate to delete the words "end office" from the last sentence of the language approved for insertion in this Section. Therefore, the last sentence shall be revised to state:

> Where connection occurs at the carrier's cell site, Company will pay the end office termination rate only.

This revision is appropriate because the record reflects, and we acknowledged in our Order at pages 7-9, that the cell site alone does not perform all of the functions of Sprint's end office. This revision may avoid future confusion between the parties in interpreting and conducting business under the agreement.

3. LATA-WIDE ADDITIVE LANGUAGE

In addition, we do not believe that it is necessary to delete all of the language at page 17 of Order No. PSC-98-0140-FOF-TP regarding the LATA-wide additive. Our intent in including this language was simply to provide an explanation and guidance to the parties, and we based these statements upon testimony presented by Wireless One's witness Heaton. See Order No. PSC-98-0140-FOF-TP at p. 12. We shall, however, clarify that the specific rate additive alluded to by Witness Heaton, the BellSouth/Vanguard additive, was actually intended to cover traffic terminated by BellSouth. It is not directly comparable to the type of additive that Wireless One suggested at hearing that it would be willing to pay Sprint in order to avoid the RTBO charge or the assessment of toll charges. At page 17, we did not reference the BellSouth/Vanguard agreement. Instead, we indicated that apparently other carriers have been able to negotiate a solution to this problem -- one that we believe to be competitively equitable.

Nevertheless, it could be inferred from the testimony presented by Witness Heaton that we were, in fact, specifically referring to the BellSouth/Vanguard agreement. Thus, since there is no other evidence in the record regarding other specific carriers that have implemented a LATA-wide additive directly comparable to that suggested by Witness Heaton, we shall clarify this portion of our Order. The first sentence of the last paragraph on page 17 of Order No. PSC-98-0140-FOF-TP that reads, "We also note that some LECs and CMRS providers in Florida have agreed that the CMRS provider will pay only transport and termination plus a 'LATA-wide additive' for all calls that it terminates," shall be deleted and replaced with the following language: "We also note that Wireless One's witness Heaton suggested that Wireless One would be willing to pay a "LATA-wide additive" to cover any incremental cost associated with the increased calling scope of the MTA for calls that it terminates for Sprint."

Wireless One's Request for a Generic Proceeding

POSITIONS

Wireless One

If we do not grant Wireless One's Motion for Reconsideration, Wireless One has asked that, in the alternative, we establish a generic docket to investigate competitive problems resulting from the different local calling scopes of land line LECs and wireless carriers. Wireless One also asked that we address how numbering could be used to resolve some of these competitive difficulties.

Wireless One noted that in Mr. Heaton's testimony, he discussed distributed NXXs. Wireless One stated that Mr. Heaton testified that Sprint had indicated that it could not deliver traffic to the Type 2B trunk connections because the mobile called party's NXX is not rate centered at the end office interconnection. Wireless One argued that distributed NXXs would eliminate this problem because it would allow virtual rate centering. As such, a call originating in any exchange with a direct interconnection would be rated as a local call.

Wireless One suggested that another solution would be for Sprint to deliver traffic to Wireless One at the Type 2B trunks, which would make that traffic local.

Wireless One argued that either of these approaches would cure the competitive "asymmetry" problem and would also promote number conservation.

Sprint

Sprint argued that we should refrain from taking any action on Wireless One's request to establish a generic proceeding. Sprint stated that it and any other ILEC providing RTBO services should have the opportunity to respond to this request as a petition for a generic proceeding. In other words, Sprint stated that it, as well as any other affected ILECs, should have 20 days to respond in accordance with Rule 25-22.037(1), Florida Administrative Code.

In addition, Sprint stated that it would be more appropriate for the full Commission to decide on a petition for generic proceeding as the Commission has done historically, rather than the

current panel assigned to this case. Sprint asked, therefore, that we decline to act on the request to initiate a generic docket.

DETERMINATION

We agree that Wireless One's request for a generic proceeding is inappropriate within the context of a motion for reconsideration of an arbitration order. While the requested action would necessitate involvement by parties other than the participants in this arbitration, the request has been submitted within the narrow confines of this arbitration. As such, other potential interested parties do not have notice of Wireless One's request. Wireless One's request for a generic proceeding regarding the effects of toll charges on the wireless carriers' ability to compete is, therefore, denied, without prejudice to refile its request as a separate petition for consideration in a new docket.

Sprint's Motion for Stay

POSITIONS

Sprint

Sprint stated in its request for stay that if the parties submit an agreement that complies with our arbitration decision prior to our decision on the motion and cross-motion for reconsideration, Sprint will be required to make payments, including retroactive payments, in accordance with our decision on the tandem switching issue. If we stay our decision on the arbitration agreement pending our decision on reconsideration, Sprint argued that Wireless One will not be harmed because Sprint has agreed to retroactive payments. If, however, we were to proceed with approval of the agreement, Sprint argued that it will be harmed because it will have to make payments to Wireless One, and Wireless One has not agreed to refund any payments made by Sprint if we reverse our decision on reconsideration.

Wireless One

In its Response, Wireless One stated that the Final Interconnection Agreement memorializing our arbitration decision was filed on February 25, 1998. Wireless One argued that in accordance with Section 47 U.S.C. §252(e)(4), we must approve or reject the agreement within 30 days. Wireless One argued,

therefore, that we must rule on the agreement by March 25, 1998[1]. In view of this requirement, Wireless argued that we must deny Sprint's request for a stay.

[1] We note that the 30 days actually ran on March 27, 1998. However, in view of the revisions that we have ordered the parties to make to the agreement, we believe that the required approval date for the agreement will run from the date the parties amend the agreement to memorialize our decisions contained in this Order.

DETERMINATION

In view of the provisions in the agreement and the revision of the language for Attachment II--Interconnection, p. 3 that we have ordered herein, we shall stay action on the agreement filed February 25, 1998, and direct the parties to amend that agreement to revise the language for Attachment II--Interconnection, p.3,within 30 days of the issuance of our decision at our April 7, 1998, Agenda Conference. This Docket shall remain open pending our approval of the final amended arbitration agreement in accordance with Section 252 of the Telecommunications Act of 1996.

Based on the foregoing, it is therefore

ORDERED by the Florida Public Service Commission that the Motion for Reconsideration filed by Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida is denied. It is further

ORDERED that Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida's request for a generic proceeding is denied. It is further

ORDERED that Sprint-Florida, Incorporated's request for oral argument is denied. It is further

ORDERED that Sprint-Florida, Incorporated's Cross-Motion for Reconsideration is granted, in part, and denied, in part, as set forth in the body of this Order. It is further

ORDERED that Sprint-Florida, Incorporated's Motion for Stay is granted. It is further

ORDERED that the parties shall submit their final, amended arbitration agreement for our approval under Section 252(e) of the Telecommunications Act of 1996 by May 7, 1998. It is further

ORDERED this Docket shall remain open pending our approval of the final amended arbitration agreement in accordance with Section 252 of the Telecommunications Act of 1996.

By ORDER of the Florida Public Service Commission this 27th day of April, 1998.

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BLANCA S. BAYÓ, Director
Division of Records and Reporting

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).