

ARTER & HADDEN

ATTORNEYS AT LAW

founded 1843

ORIGINAL

Cleveland
Dallas
Washington, D.C.

One Columbus
10 West Broad Street, Suite 2100
Columbus, Ohio 43215-3422

614/221-3155 telephone
614/221-0479 facsimile

October 30, 1997

Irvine
Los Angeles
San Francisco

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

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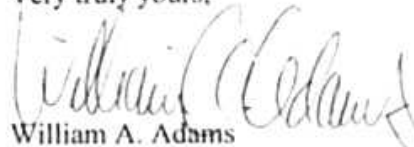
Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Re: *Wireless One Network's Petition for Arbitration with Sprint Florida*
Docket No. **971194-TP**

Dear Ms. Bayo:

Please find enclosed for filing the original and seventeen of the Wireless One's Memorandum in Opposition to Sprint's Motion for Determination of Issues and Request for Oral Argument. Please date stamp and return two copies in the enclosed self-addressed envelope.

Very truly yours,



William A. Adams

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AFA Enclosures
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SEC 1 _____
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OTH _____

cc: (w/enc.) Commissioner Susan F. Clark (via Federal Express)
Beth Culpepper, Esq. (via Federal Express)
William Cox, Esq. (via Federal Express)
Charles J. Rehwinkel, Esq.
Frank Heaton
James A. Dwyer

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DOCUMENT NUMBER-DATE

11237 OCT 31 6

FPSC-RECORDS/REPORTING

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BEFORE
THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by Wireless One Network, L.P.,)
for Arbitration of Certain Terms and Conditions)
of a Proposed Agreement with Sprint Florida,) Docket No. 971194-TP
Incorporated Pursuant to Section 252 of the)
Telecommunications Act of 1996.)

**WIRELESS ONE'S MEMORANDUM IN OPPOSITION TO SPRINT'S MOTION FOR
DETERMINATION OF ISSUES AND REQUEST FOR ORAL ARGUMENT**

Wireless One Network, L.P. ("Wireless One") opposes Sprint Florida, Inc.'s ("Sprint") request for oral argument as to the scope of the issues properly before the Florida Public Service Commission ("Commission") in this proceeding. Both parties have briefed these issues as requested by the Commission's staff and, in addition, have submitted direct and rebuttal testimony that already focus the issues that need to be resolved in this proceeding. To the extent the Prehearing Officer needs further clarification of the parties' positions on these issues, such matters may be addressed at the prehearing conference currently scheduled for November 17, 1997. To conduct a separate oral argument before that date would needlessly consume the resources of the Commission and Wireless One, and facilitate Sprint's procedural strategy to prevail in this interconnection dispute by exhausting the limited resources of its smaller competitor, Wireless One.

Sprint's request to limit the scope of the Commission's inquiry in this proceeding is a thinly veiled procedural attempt to retain the toll revenues that it will lose by the Federal Communications Commission's ("FCC") determination to replace access charges with transport and termination charges as the means to recover the costs associated with placing land-to-mobile and mobile-to-land calls throughout an MTA. See 47 C.F.R. § 51.701(b)(2). See also *in re*

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Matter of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98 (August 8, 1996), ¶¶ 1036, 1043 (“[T]raffic between an incumbent LEC and a CMRS network that originates and terminates within the same MTA (defined based on the parties’ locations at the beginning of the call) is subject to transport and termination rates under section 251(b)(5), rather than interstate or intrastate access charges.”) Sprint seeks to retain these revenues by continuing to charge Wireless One the tariffed Reverse Option charge even after its costs related to these calls are established in the transport and termination rates set in this proceeding or, alternatively, by requiring its customers to bear this toll charge. See Sprint’s Response at 6.

As explained in Mr. Heaton’s rebuttal testimony, the Reverse Option charge is inextricably linked to the terms and conditions of Wireless One’s interconnection with Sprint. Wireless One Exhibit 2.0R at 14, *et seq.* Wireless One historically has paid Sprint, as a term of interconnection, originating access charges through the tariffed Reverse Option for delivering land-to-mobile toll calls to it throughout the Ft. Myers LATA. Now that the FCC has replaced these access charges with local interconnection rates for intraMTA calls, the Reverse Option charge should be included within the transport and termination charge. Sprint’s recovery of these charges through such rates, rather than under the tariffed Reverse Option, falls squarely within the scope of this arbitration proceeding and does not impermissibly intrude upon the Commission’s intrastate tariffing authority. Indeed, inclusion of Wireless One’s Reverse Option obligation in the interconnection agreement does not affect Sprint’s state-approved tariffs any more than replacing the present tariff rates for mobile-to-land terminations with lower rates in the same interconnection agreement. The relationship between Sprint and Wireless One simply is being modified from one based on tariff to one based on contract. Moreover, the Reverse Option

tariff still will apply to Sprint's calls terminated on Wireless One's network on an interMTA basis.

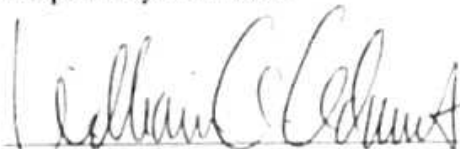
Wireless One would have been content that the Commission find that the transport and termination charges set in this proceeding included all elements of the Reverse Option charge for intraMTA traffic; however, Sprint raised the issue that it would lose revenues for which it must be made whole if the Reverse Option charge were replaced with transport and termination rates. See Response at page 7 ("Granting this relief... would deprive Sprint of the ability to recover the costs incurred in terminating calls – unless the Commission were to allow Sprint to recover the costs elsewhere.") See, also, fn 4. Although Sprint raises this issue in this case, it proposes to do nothing about it. Rather, it argues that any revenue shortfall must be considered in another, subsequent proceeding. This argument rings hollow because Sprint does not raise as an issue the revenue losses it will incur from dropping its mobile-to-land tariff rates from \$0.0334 and \$0.0234 for Type 2A interconnections and \$0.01 for Type 2B interconnections to \$0.007954 and \$0.003587, respectively. There is no requirement for a recovery. This is how the FCC mandated initial progress toward truly competitive interconnection conditions should proceed.

Because Sprint has raised this issue of revenue recovery in its Response, it is an issue ripe for determination in this proceeding which the Commission must now address. See 47 U.S.C. §§ 252(b)(2), (3) and (4) (The petition for arbitration and the response thereto frame the appropriate issues for the Commission's consideration in an arbitration proceeding.) Although Wireless One naturally would prefer that no additional transport charges be imposed upon it to compensate Sprint for transporting local calls throughout the MTA, it recognizes that other agreements approved by the Commission have provided for such an "additive rate" and is amenable to incorporating such a rate in its agreement. Wireless One has offered two solutions for the

Commission's consideration. The first would include a \$0.00294 per minute of use transport rate to be paid by Wireless One to Sprint, which represents the remainder of the Reverse Option charge after the access portion is removed. Alternatively, Wireless One is willing to incorporate the identical charge in the BellSouth/Vanguard agreement subject to true up as that agreement provides. See Wireless One Exhibit 2.0R at 17-18.

However, Wireless One is unwilling to defer determination of this issue to a subsequent proceeding. Delay only would serve Sprint's self interest to preserve toll charges for local calls, and its overall procedural strategy to prevail in this interconnection proceeding by exhausting the resources of its smaller competitor. Deciding all issues properly before the Commission in this case will conserve Wireless One's limited resources and those of the Commission as well. These issues have been briefed and testimony has been submitted fully explaining the parties positions. With the issues so clearly defined, Wireless One adamantly opposes Sprint's request for oral argument and further requests the Commission to consider and determine all issues raised in this arbitration on their merits rather than falling prey to Sprint's self-serving and dilatory procedural tactics.

Respectfully submitted,



William A. Adams

Dane Stinson

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

ARTER & HADDEN

10 West Broad Street

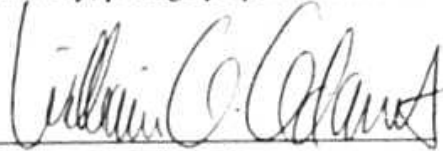
Columbus, Ohio 43215

614/221-3155 (phone)

614/221-0479 (facsimile)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Memorandum in Opposition served upon the following persons by regular U.S. Mail or overnight delivery, postage prepaid, on this 30th day of October, 1997.



William A. Adams, Esq.

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

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

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