

ORIGINAL



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May 22, 1998

William A. Adams
Arter & Hadden
One Columbus
10 West Broad Street, Suite 2100
Columbus, Ohio 43215

Re: Docket No. 971194-TP

Dear Mr. Adams:

In response to your (enclosed) letters of April 14, 1998, and April 28, 1998, (regarding our conference calls of Friday April 17 and April 24, 1998) and as stated in the April 3, 1998 letter of Deborah Terry, Sprint will not route traffic in a manner other than as dictated by Sprint's judgement and the best interests of our customers. To the extent that your request is reiterated in the April 14, 1998 letter, the answer remains the same. After considering Wireless One's legal analysis (which I invited in our discussions in Tallahassee on April 7th), Sprint reaffirms these prior responses.

The series of letters and calls dating from the (enclosed) March 6, 1998, letter from Frank Heaton, have been, in Sprint's opinion, the direct result of the Commission's initial arbitration decision in Docket 971194-TP involving Wireless One Network, L.P. and Sprint-Florida, Incorporated and the filing of the conforming agreement on February 25, 1998. These latest events demonstrate that Wireless One is unwilling to accept the judgement of the Florida Public Service Commission on the RTBO (Reverse Toll Bill Option) issue.

ACK Commission on the RTBO (Reverse Toll Bill Option) issue.

AFA _____

APP _____ Wireless One has made it clear that it desires to continue pursuit of a reduction in the RTBO rate. Your April 28th letter on behalf of Wireless One is clearly an effort

CAF _____ to build a record for future regulatory proceedings. Sprint believes that repeated

CMU W. Adams prodding coupled with invocation of the FPSC's jurisdiction in pursuit of an issue

CTR _____ that has already been adjudicated would needlessly consume scarce resources

EAG _____ during a period in which the Commission will have a full slate of legislatively

LEG 2 _____ mandated dockets this year.

LIN 3 _____ I am uncertain of the reason for inclusion of the second paragraph of the April 28,

OPC _____ letter, except perhaps to create the impression that Sprint had prejudged the

RCH _____ merits of the issue before conducting any legal research or has cavalierly refused

SEC 1 _____

WAS _____

OTH _____

RECEIVED & FILED

FPSC BUREAU OF RECORDS

DOCUMENT NUMBER - DATE

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FPSC-RECORDS/REPORTING

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your requests. Nothing could be further from the truth, Sprint has consistently made clear that it has been reviewing this issue since Wireless One attempted to raise it in the arbitration proceeding.

Your legal interpretation of the FCC's Order on routing traffic is inconsistent with Sprint's and contrary to the decisions already made by the FPSC. We have strongly adhered to the position that the FCC's Competition Order and the Telecommunications Act impose no mandate on an ILEC to route ILEC-originating traffic to suit the wishes of the interconnecting carrier. Your letter of April 14 did nothing more than restate sections of Federal law requiring establishment of points of interconnection. Sprint has unquestionably met this obligation. Wireless One has failed to cite persuasive authority in support of its view that decision making about the routing of traffic on an ILEC's network has been turned over to the interconnecting carrier. No precedent has been cited where a tribunal has found in favor of your position on call routing.

The provision of the RTBO service is a matter of tariff and not one of interconnection. The recently concluded arbitration proceeding was the product of a negotiation that reached an impasse on two issues. Those two issues were resolved and a complete agreement between the parties has been executed and filed with the FPSC. In its arbitration petition Wireless One unsuccessfully took the position that the RTBO rate was unlawful. Your present position on the routing of traffic was not raised until well into the proceeding. The FPSC has ruled in Order No. PSC-98-0594-FOF-TP (issued April 27, 1998) that Wireless One did not make this issue a part of the arbitration request. The FPSC has clearly found that the RTBO offering is not a term and condition of interconnection.

Furthermore, Sprint views the demands for routing in conjunction with recognition of "multiple virtual rate centers" contained in Mr. Heaton's March 6, 1998 letter to be an effort within the arbitration proceeding to reopen or keep alive the issues previously adjudicated by the FPSC. The March 6, 1998 letter was even attached to Wireless One's Response to Sprint's Cross-Motion for Reconsideration and Response, filed in Docket No. 971194-TP. At best, this proposal is nothing more than an attempt to circumvent the FPSC's authority to determine local calling scopes for companies subject to its jurisdiction.

In Docket No. 971194-TP, the FPSC clearly rejected Wireless One's suggestion that the FCC had pre-empted the state jurisdiction. Submission of this request is little more than a thinly veiled "end-run" around that decision. The April 27, 1998 order (PSC-98-0594-FOF-TP) should put this issue to rest until it is time to renegotiate the now complete agreement.

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Sprint has at no time understood the March/April series of correspondence from Wireless One to be anything other than a final effort within the context of the arbitration proceeding to achieve a reduction in the RTBO rate. We do not understand your correspondence to be a request for negotiation under 47 U.S.C. § 251 (c).

Although this current process should now be concluded with the execution of the amendment, Sprint remains willing to discuss any valid concerns with our customers. We look forward to an extended period of cooperation and an improved working relationship with Wireless One.

Please call me if you would like to discuss this further.

Sincerely,



Charles J. Rehwinkel

cc: Division of Records and Reporting Docket No. 971194-TP, FPSC

Enclosure

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April 28, 1998

Charles J. Rehwinkel, Esq.
Sprint-Florida, Inc.
1313 Blair Stone Road
MC FLTLH00107
Tallahassee, Florida 32301

Dear Mr. Rehwinkel:

This will confirm the discussion during our 3:30 p.m. conference call on Friday, April 24, 1998 between you and Joe Cowin for Sprint-Florida, Inc. ("Sprint") and Frank Heaton and me for Wireless One Network L.P. ("Wireless One"). The conference call was scheduled for Sprint to respond to my letter of April 14, 1998 to you to determine whether there was some room to negotiate a compromise on the request set forth in Frank Heaton's March 6, 1998 letter.

You had made clear previously in a conference call of April 17, 1998 that Sprint was not willing to comply with Frank Heaton's request because it did not believe it was legally required to do so nor was it in its business interests to do so. At the time of that conversation you had not reviewed my letter of April 14, 1998.

Having now reviewed my letter, Sprint has reaffirmed its earlier position and has made clear that it will not entertain negotiations seeking a compromise on Frank Heaton's request. You have made very clear that Wireless One will only obtain relief if Sprint is ordered to provide it.

Very truly yours,



William A. Adams

WAA/sec

cc: James A. Dwyer
Frank Heaton
J. M. Johns
J. J. Beling
Deborah Terry



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April 14, 1998

VIA FACSIMILE - (850)-878-0777 AND REGULAR MAIL

Charles J. Rehwinkel, Esq.
Sprint-Florida, Inc.
1313 Blair Stone Road
MC FLTLH00107
Tallahassee, Florida 32301



Dear Mr. Rehwinkel:

As counsel for Wireless One Network, L.P. ("Wireless One"), we are responding to Ms. Deborah Terry's letter of April 3, 1998 to Frank Heaton. We take exception to Ms. Terry's statements that Sprint-Florida, Inc. ("Sprint") may determine how best to deliver land-to-mobile traffic to Wireless One. Your denial of the routing and rating request set forth in Mr. Heaton's letter of March 6, 1998 violates Sprint's obligations under the Telecommunications Act of 1996 ("Act").

The Act states that Sprint, as an ILEC, has "[t]he duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network -- (A) for the transmission and routing of telephone exchange service and exchange access; (B) at any technically feasible point within the carrier's network." 47 U.S.C. § 251(c)(2) (emphasis added). "[T]echnically feasible point . . . includ[es], at a minimum . . . the trunk side of a local switch." 47 C.F.R. § 51.305(a)(2) (emphasis added). "[A] point in the network shall be deemed technically feasible absent technical or operational concerns that prevent the fulfillment of a request by a telecommunications carrier for such interconnection, access, or methods. . . . An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the state commission by clear and convincing evidence that such interconnection, access, or methods would result in specific and significant adverse network reliability impacts." 47 C.F.R. § 51.5 (emphasis added). "An incumbent that denies a request for interconnection at a particular point must prove to the state commission that interconnection at that point is not technically feasible." 47 C.F.R. § 51.305(e).

The Act and the FCC's regulations clearly state a policy of open access at the discretion of the non-ILEC. "The interconnection obligation of section 251(c)(2), discussed in this section, allows competing carriers to choose the most efficient points at which to exchange traffic with incumbent LECs, thereby lowering the competing carriers' costs of, among other things, transport and termination of traffic." Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, First Report and Order, 11 FCC Red 15499, para. 172 (1996) ("Local Competition Provisions"). These provisions require Sprint to route traffic through any "technically feasible point" once a request to do so has been made. By refusing to route calls over Wireless One's points of interconnection, Sprint is preventing access at any "technically feasible" point, and is limiting access to points chosen by Sprint. This conduct contravenes the clear meaning of the law.

Further, Sprint is effectively preventing the bi-directional use of the end office trunks, contrary to the FCC's requirements: "[A]n incumbent LEC must accommodate two-way trunking upon request where technically feasible. Refusing to provide two-way trunking would raise costs for new entrants and create a barrier to entry. Thus, we conclude that if two-way trunking is technically feasible, it would not be just, reasonable, and non-discriminatory for the incumbent LEC to refuse to provide it." Local Competition Provisions, para. 219 (emphasis added). Therefore, Sprint is acting non-competitively in contravention of the Act by refusing to provide Wireless One with two-way routing.

Sprint has a duty to route traffic through Wireless One's designated "technically feasible points" of interconnection despite the existence of alternative routing (Sprint's Type 2A tandem interconnection). Sprint can deny Wireless One's request to route traffic through its end offices only if Sprint can demonstrate technical infeasibility, such as significant network reliability concerns. Local Competition Provisions, paras. 198-206. Further, economic concerns may not be a factor in the denial. See Iowa Utilities Board v. FCC, 120 F.3d 753 (8th Cir. 1997). Since Sprint has not shown that it is "technically infeasible" to accommodate Wireless One's routing request, Sprint is obligated to route traffic to Wireless One over the Type 2B interconnections.

Cellular carriers were given the right to have traffic routed to and from their switches via Type 2 connections within six months of a request in The Need to Promote Competition and Efficient Use of Spectrum for Radio Common Carrier Services, 2 FCC Red 2910, 2914 (1987). The FCC rejected LEC arguments that they had some discretion in providing the Type 2 interconnections. Clearly, this is a limit on the LEC's ability to route calls as it desired.

Further limits on LEC routing discretion occurred with the introduction of supplementary toll free service access codes ("SACs"). During the 1995-96 deployment of the then new 888 SAC, some LECs planned to route 888 calls using a tandem switch even though they were routing 800 calls through end offices. Various IXC's objected to this inconsistent routing because it increased inefficiency and IXC cost, as many IXC's already had trunks from LEC end offices for routing 800 calls. The FCC found this practice objectionable in Toll Free

ARTER & HADDEN

Charles J. Rehwinkel, Esq.
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Service Access Codes, Notice of Proposed Rule making, 10 FCC Rcd 13692 (1995). The FCC stated:

[W]e see no reason to allow the routing of new codes to be done any differently than the routing of previous codes. We expect, for example, that 800 calls as well as 888 and subsequent toll free calls, will be routed by the LEC offering originating access for an 800 call over the same trunk groups connected to their interconnecting carriers.

10 FCC Rcd 13700.

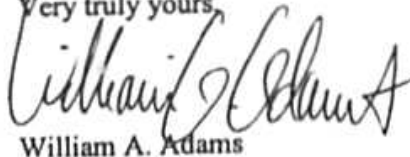
Therefore, Sprint does not have unlimited discretion to route traffic over its part of the network. The Act specifically removes Sprint's routing discretion when a carrier requests routing over a "technically feasible point." Sprint is required by federal law to comply with Wireless One's request to route traffic over any "technically feasible point."

In light of this requirement, the routing of land-to-mobile traffic over Type 2B connections should not result in charges assessed to Wireless One via the Reverse Option Charge. Wireless One cannot be assessed such charges as a result of Sprint's refusal to route traffic over Wireless One's Type 2B connections.

In summary, Wireless One requests that Sprint begin, as soon as possible, to route traffic over Wireless One's Type 2B interconnections in accordance with its March 6, 1998 request.

We look forward to discussing this further with you during the conference call scheduled for 10:00 a.m. this Friday, April 17, 1998.

Very truly yours,



William A. Adams

WAA/sec

cc: James A. Dwyer
Frank Heaton
J. M. Johns
J. J. Beling
Deborah Terry



Deborah A. Terry
Field Service Manager
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April 3, 1998

Wireless One Network, L.P.
2100 Electronics Lane
Fort Myers, Florida 33912

Dear Mr. Heaton:

This is in response to your letter dated March 6, 1998, referring to the routing and rating of land to mobile traffic between Sprint-Florida, Inc. (Sprint) and Wireless One Network (WON).

The FCC Competition Order (Section 51.305 of Part 47 C.F.R.) addresses the requirements for interconnection of networks between two carriers and allows the requesting carrier to determine the point of interconnection (POI) within the LEC's network. It does not suggest that a requesting carrier can require how a LEC transports traffic to those points of interconnection. The network facilities used to transport traffic to the CMRS provider are on the LEC side of the POI and are used to carry traffic originated by the LEC's customers. Sprint feels that it is the LEC, not the CMRS provider, who defines and controls the configuration of those facilities. The essence of the agreement is to require each company in an interconnection relationship to be responsible for its portion of the network running to the mutually agreed upon point of interconnection. Additionally, this rule does not require a carrier to provide enhanced or expanded services on its side of the POI without being compensated for those enhanced services. The Florida Public Service Commission has not ruled to the contrary.

Sprint will continue to determine how to best deliver to WON land to mobile traffic originated on its network. For the foreseeable future, Sprint will continue to utilize existing tandem interconnections to deliver land to mobile traffic to WON. Land to mobile traffic that is toll or ECS in nature will be delivered to WON via either end office or access tandem connections. This traffic will continue to be subject to the tariffed Reverse Toll Bill Option (RTBO) and will be billed as such.

Sprint will continue to bill its tariffed Reverse Toll Bill Option service to WON. To the extent that WON subscribes to the Reverse Toll Bill Option service, charges will continue to be assessed to your company on land to mobile calls that are toll or ECS in nature from the originating rate center of the call to the terminating rate center to which the land to mobile call is delivered to WON by Sprint. If WON chooses to no longer subscribe or if RTBO service is discontinued for non-payment, such calls will be billed to the end user as required by tariff. All charges are required to be paid by the

designated due date. Payments that are not received in a timely manner will be subject to late payment fees and all other terms and conditions as described in the tariff.

In summary, Sprint will continue to deliver land to mobile calls originated on the Sprint network to Wireless One via existing tandem interconnections and will continue to bill Wireless One for the Reverse Toll Bill Option service utilized.

If you have any questions, please give me a call at 407 889-6410.

Sincerely,



Deborah Terry

cc: W. A. Adams
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EXHIBIT A

CELLULARONE

March 6, 1998

Wireless One Network

Via Facsimile (407) 889-1274 and U.S. Mail
Ms. Debbie Terry - Field Services Manager
Carrier Sales & Services
Sprint - Southern Operations
Box 165000, MC-5327
Altamonte Springs, FL 32716-5000

Re: Changes to Land-to-Mobile Traffic Routing and Rating

Dear Ms. Terry:

This letter requests a change in the way that land-to-mobile traffic between Sprint-Florida, Inc. (Sprint) and Wireless One Network, L.P. (Wireless One) is routed and rated.

As you know, Sprint currently routes all land-to-mobile traffic over the Type 2A tandem interconnection and does not route any traffic over any of the end office Type 2B interconnections. Under our interconnection agreement executed on February 24, 1998 and filed with the Florida Public Service Commission, Sprint is required to pay Wireless One the tandem call delivery rate to terminate this traffic.

The Telecommunications Act of 1996 allows Wireless One to designate the most cost-efficient point for Sprint to deliver land-to-mobile traffic to Wireless One. Commencing no later than May 1, 1998, Wireless One hereby requests Sprint attempt delivery of all land-to-mobile traffic originated in a Sprint end office where a Type 2B interconnection to Wireless One exists to be delivered over the end office Type 2B trunks; Sprint should overflow to tandem routing only when necessary. This change will apply to all land-to-mobile calls to any of Wireless One's customers served by any of the following (941 NPA) NXX codes: 202, 204, 209, 216, 250, 290, 370, 380, 384, 414, 456, 457, 564, 565, 620, 641, 645, 691, 848, 849, 850, 851, 860, and 989. Wireless One will be responsible for delivering both end office and tandem trunk routed message traffic over its transmission network to its customers.

The calls terminating to Wireless One within Sprint's end office serving area should be rated as local calls and not subject to a Reverse Option charge under Sprint's tariffs. Wireless One should not be assessed and will not pay a Reverse Option charge for the origination of this traffic. Sprint's cost to terminate the traffic will be reduced to the end office call delivery rate in the interconnection agreement.

Sprint's toll rate centers will not affect the rating of this traffic. Although until now Wireless One has been acquiescing in Sprint's defined local calling area for the presently designated single point rate center(s) for Wireless One's NXX codes. With this change in routing of calls Wireless One's proprietary, dedicated NXX codes will have multiple virtual rate centers

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within the Ft. Myers LATA at each and every point of interconnection with Sprint. This is consistent with the local calling definition and privileges provided to Wireless One's end users.

Land-to-mobile calls originated in a Sprint end office where no end office Type 2B interconnection exists should continue to be routed and rated just as they are today. In other words, Wireless One will continue to pay the Reverse Option charge for traffic originated in a Sprint end office that does not have, or overflows, an end office Type 2B interconnection when that traffic is terminated to Wireless One over the Type 2A tandem interconnection.

The land-to-mobile end office call delivery must maintain a SS7 signal to set up these calls. Your Ben Poag testified in the arbitration proceeding that the SS7 signal can transit the existing tandem interconnection even though the voice traffic will be delivered over end office trunk groups.¹ Also, your Charles Rehwinkel advised the Commission in his February 23, 1998 Cross Motion For Reconsideration that Sprint will be able to deliver calls via end office connections "prospectively." Wireless One can and will continue to accept the SS7 signal for the end office traffic over the tandem trunks, or accept the SS7 signal over members of an existing end office trunk connection if Sprint chooses to deliver in that manner.

Please acknowledge receipt of this letter by the close of business March 13, 1998 and let me know at that time if Sprint knows of any reason why it cannot comply with the May 1, 1998 deadline. The matters raised in this letter are very high priority to Wireless One and I look forward to your prompt response to this letter.

I am sending copies of this letter to the persons who are designated to receive notice for Sprint under the interconnection agreement.

Yours truly,



Frank Heaton
Director - External Affairs

¹ For reference, Ben Poag testified as follows:

Q. So you are suggesting that the SS-7 signal could be sent over the tandem connection and the traffic delivered at the end office?

A. It's a packet switching network. Absolutely.

Ms. Debbie Terry
March 6, 1998
Page 3

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Vice President External Affairs
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