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December 8, 1997

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VIA FEDERAL EXPRESS

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 copies of each of the following:

1. Wireless One Network, L.P.'s Post Hearing Brief, and
2. Wireless One Network L.P.'s Proposed Findings of Fact and Conclusions of Law.

Also enclosed is a double-sided, high density diskette containing the Post Hearing Brief and Proposed Findings of Fact and Conclusions of Law. These documents were formatted as WordPerfect for Windows under the Window 95 operating system.

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ACK _____ Please date stamp and return two copies of each document in the enclosed self-addressed envelope. Thank you for your attention to this matter.

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LEG 1 Enclosures

LIN 3 cc: (w/enc.) Frank Heaton (via Federal Express)

OPV _____ James A. Dwyer (via Federal Express)

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Very truly yours,

William A. Adams

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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,)
Incorporated Pursuant to Section 252 of the)
Telecommunications Act of 1996.)

Docket No. 971194-TP

***Wireless One Network, L.P.'s
Proposed Findings of Fact
And Conclusions of Law***

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December 9, 1997

DOCUMENT NUMBER-DATE

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PROPOSED FINDINGS OF FACT

1. Wireless One Network, L. P. d/b/a Cellular One of Southwest Florida ("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. Wireless One Petition for Arbitration at 1; Sprint-Florida, Inc. ("Sprint") Response at 2.
2. Sprint is a telecommunications carrier certified by the Florida Public Service Commission ("FPSC") to provide local exchange telephone service in the State of Florida. Wireless One Petition for Arbitration at 2; Sprint Response at 2.
3. By letter dated August 2, 1996, Wireless One requested interconnection negotiations with Sprint pursuant to 47 U.S.C. § 252 and the rules and regulations thereto. The parties' subsequent negotiations failed to produce an interconnection agreement. Wireless One Petition for Arbitration at 2; Sprint Response at 2.
4. By letter of April 9, 1997, Wireless One, through counsel, renewed its request for interconnection negotiations. The letter was received by Sprint on April 10, 1997. Wireless One Petition for Arbitration at 2; Sprint Response at 2.
5. Subsequent to making this request for interconnection, Wireless One and Sprint conducted negotiations that resulted in an agreement that resolved all issues but those raised in this arbitration proceeding. Wireless One Petition for Arbitration at 2; Sprint Response at 2.

6. On September 12, 1997, Wireless One filed its petition with the Florida Public Service Commission ("Commission") for arbitration to establish an interconnection agreement between Wireless One and Sprint pursuant to Section 252 of the Telecommunications Act of 1996 (47 U.S.C. § 252) ("the Act") and all rules and regulation thereto.
7. By its Prehearing Order of November 21, 1997, the Prehearing Officer defined two issues for arbitration. The first issue ("Functional Equivalency") involves a determination as to the functions of Wireless One's network and whether Sprint is required to pay Wireless One tandem interconnection, transmission, and end office rates for calls originating on Sprint's network and terminating on Wireless One's network. The second issue ("Reverse Option charge") involves whether Sprint's tariffed Reverse Option charge is a term and condition of the parties' interconnection and whether it may be repriced in this interconnection agreement. Prehearing Order No. PSC-97-1466-PHO-TP at 8 and 14.

Functional Equivalency

8. Wireless One has a tandem switch. Tr. at 347, ll. 20-21; Tr. 102, ll. 5-6; Tr. 102, l. 17 through 103 l. 17; Tr. 111, ll. 4-5; Tr. 113, ll. 1-14; Tr. 114, l. 7 through Tr. 115, l. 4.
 - a. A tandem switch is defined as "a switching system in the message network that establishes trunk-to-trunk connections." Tr. 207, ll. 12-17.

- b. Wireless One's DMS250 switch establishes such trunk to trunk connection to end offices, interexchange carriers' points of presence, and other carriers' tandems and end offices. Tr. at 113, ll. 16-19; See, also, Confidential and Proprietary Prefiled Testimony of Francis J. Heaton (Wireless One Network, L.P. Exhibit 1.0.) at 16, ll. 4-19; 17, l. 22; 18, ll. 1-22; 19, ll. 1-22; at 20, ll. 1-22; and 21, ll. 1-22; Tr. at 232-237.
 - c. Sprint's own witnesses recognized that the DMS250 performs switching functions (Poag Deposition (Exhibit 3), at 28, ll. 12-15; Tr. 426, ll. 14-16), does not provide line connections to end users (Tr. 347, ll. 7-9) and, as such, is a tandem switch (Tr. 347, ll. 20-21).
- 9. Wireless One has transmission facilities which transport calls over its network between its tandem office and cell sites. Tr. 351, ll 1-4. Poag Deposition (Exhibit 3) at 28, ll. 18-21; Tr. 426, ll. 17-20; Tr. 102, l. 17 through 103, l. 7.
 - a. Once a call is switched at Wireless One's tandem, it is transmitted either over the company's proprietary microwave transmission facilities, a leased T-1, or a combination of both to the cellular end office serving the called party. Tr. 102, l. 17 through 103, l. 7; See, also, Confidential and Proprietary Prefiled Testimony of Francis J. Heaton (Wireless One Network, L.P. Arbitration Exhibit 1.0) at 16, ll. 4-19; 17, l. 22; 18, ll. 1-22; 19, ll. 1-22; at 20, ll. 1-22; and 21, ll. 1-22; Tr. at 232-237.

- b. Sprint's witnesses admit the presence of such transmission facilities in Wireless One's network between the DMS250 tandem and its cell sites. Tr. 351, ll. 1-4; Khazrace Deposition (Exhibit 2) at 40, ll. 1-25; Tr. 426, ll. 17-20; Poag Deposition (Exhibit 3) at 28, ll. 18-21.
10. Wireless One's cell sites are functionally equivalent to end offices. Tr. 104, l. 7 through 109, l. 12; Tr. 114, l. 7 through 115, l. 4; Tr. 116, l. 16 through 120, l. 17.
- a. An end office is defined as "a switching system in the message network that establishes line-to-line, line-to-trunk and trunk-to-line connections and provides dial tone to customers." Tr. 197, ll. 9-13.
 - b. Wireless One's cell sites provide line termination and dial tone to the end user, which cannot be done through the DMS250 or any other means. As such they are functionally equivalent to an end office. Tr. 104, l. 7 through 109, l. 12; Tr. 114, l. 7 through 115, l. 4; Tr. 116, l. 16 through 120, l. 17; Tr. 252, ll. 4-8.
 - c. Sprint's witnesses agreed that Wireless One's tandems cannot provide this line connectivity for call termination (Tr. 347, ll. 7-9) and that this call termination cannot be accomplished without an end office. Tr. 349, l. 22 through 350, l. 5.

Reverse Option Charge

11. Sprint's Reverse Option charge always has been a term and condition of Sprint's interconnection with Wireless One, by which Wireless One compensates Sprint

for the transport of traffic from Sprint's end users to the point of interconnection with Wireless One. Tr. at 254, ll. 4-16.

12. The current Reverse Option charge was set equal to Sprint's originating access rates. Poag Deposition (Exhibit 3) at 84, l. 1 though 85, l. 5.

a. Wireless One always has elected Sprint's Reverse Option charge for land-to-mobile call completions, and the charge consistently has been in place since the parties' initial physical interconnection. Tr. at 254, ll. 4-6.

b. Sprint never has charged its customers an intralATA toll charge for any land-to-mobile calls since it commenced cellular operations in 1990. Tr. at 254, ll. 6-8.

13. The Reverse Option charge is part of the same mobile services section of Sprint's tariff that has governed the remainder of the parties' interconnection relationship over the years. Tr. at 254, ll. 8-10.

a. Sprint has agreed to reprice in this interconnection agreement the tariffed rates now contained in its interconnection and mobile services tariff (provisions G4 and G5) which govern the transport and termination of Sprint's calls on Wireless One's network from the point of interconnection to Wireless One's termination point. Tr. at 254, ll. 21-22; Tr. at 255, ll. 1-13; Tr. at 259, ll. 15-24.

b. Sprint has refused to negotiate and reprice in this interconnection agreement the Reverse Option charge (provision G7 in the same interconnection and mobile services tariff), which governs

Wireless One's compensation to Sprint for transporting its calls from the end user to the point of interconnection. Tr. 225, ll. 20-21; Tr. 226, ll. 1-2; Tr. 259, ll. 15-24.

14. The draft interconnection agreement between the parties contemplates that all terms and conditions of "local interconnection" be included in the agreement, which would include the originating side of interconnection (represented by the Reverse Option charge in provision G7 of the tariff) as well as the terminating side of interconnection (represented by the transport and termination charges in provision G4 and G5 of the tariff). Interconnection Agreement, Part A, Section 1, 1.1.
15. Continuation of the tariffed Reverse Option charge at its current rates will result in asymmetrical charges between the parties, with Sprint obtaining from Wireless One an additional \$0.0588 per minute of use for calls originating on its network to be delivered to Wireless One and with Wireless One charging no incremental compensation for calls originating on its network to be delivered to Sprint. Tr. at 220, ll. 12-14; Tr. at 227, ll. 2-22.

PROPOSED CONCLUSIONS OF LAW

Equivalent Functionality

1. Wireless One is a telecommunications carrier as defined by 47 U.S.C. § 153(49).

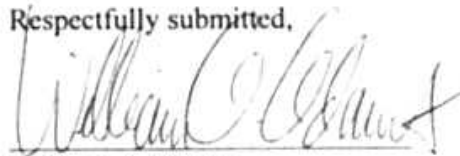
2. Sprint is a local exchange telecommunications company within the meaning of Fl. St. § 364.02(6), a telecommunications company within the meaning of Fl. St. § 364.02(12), and an incumbent local exchange carrier within the meaning of 47 U.S.C. § 251(h).
3. Wireless One's Petition for Arbitration was timely filed with the Commission pursuant to 47 U.S.C. § 252(b)(1).
4. A facility only need be functionally equivalent to an end office to provide "termination" pursuant to 47 C.F.R. § 51.701(d).
5. Wireless One's cell sites provide termination pursuant to 47 C.F.R. § 701(d).
6. Wireless One's tandem and transmission facilities provide transport pursuant to 47 C.F.R. 51.701(c).
7. Sprint is required to compensate Wireless One for transporting and terminating Sprint calls on Wireless One's network at the same rate that Sprint charges Wireless One for transporting and terminating Wireless One's calls on Sprint's network, pursuant to 47 C.F.R. § 51.711(a)(1).

Reverse Option Charge

8. The local service area established by a state commission serves as the local calling area only for calls originated and terminated between LECs, or between LECs and non-CMRS telecommunications carriers, pursuant to 47 C.F.R. § 51.701(b)(1).
9. All CMRS/LEC land-to-mobile and mobile-to-land calls originated and terminated within the MTA constitute "local telecommunications traffic" pursuant to 47 C.F.R. § 51.701(b)(2).

10. Local telecommunications traffic, including a land-to-mobile call originated for termination on a CMRS providers' network in the same MTA, is not subject to interstate or intrastate access charges pursuant to 47 C.F.R. § 51.701(b)(2) and FCC Order ¶ 1036.
11. Sprint may not include an access component in the Reverse Option charge for calls originated on its network for termination on Wireless One's network within the same MTA pursuant to 47 C.F.R. § 51.701(b)(2) and FCC Order ¶ 1036.
12. Because the current Reverse Option charge was set equal to Sprint's originating access rates, the Reverse Option charge must be reduced to zero in this proceeding.

Respectfully submitted,



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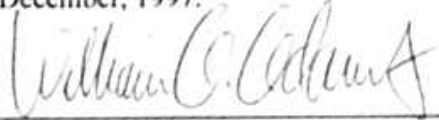
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Proposed Findings of Fact and Conclusions of Law was served upon the following by facsimile, overnight courier or regular U.S. mail, postage prepaid, on this 9th day of December, 1997.



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