

BEFORE  
THE FLORIDA PUBLIC SERVICE COM.

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

8/2/99 *Len*  
**DECLASSIFIED**

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CONFIDENTIAL AND PROPRIETARY  
PREFILED REBUTTAL TESTIMONY OF  
FRANCIS J. HEATON

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Wireless One Network, L.P.  
Arbitration Exhibit 1.0R

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October 28, 1997

DOCUMENT NUMBER-DATE

11112 OCT 28 5

FPSC-RECORDS/REPORTING

1 Q. What is your name and business address?

2 A. Francis J. Heaton, 2100 Electronics Lane, Ft. Myers, FL 33919.

3 Q. Are you the same Francis J. Heaton that submitted direct testimony in this case on  
4 October 7, 1997?

5 A. Yes.

6 Q. Have you had an opportunity to review the direct testimony of Sprint witness F. Ben  
7 Poag filed in this case on October 7, 1997.

8 A. Yes. In addition, I attended Mr. Poag's deposition on October 20, 1997 in Ft. Myers  
9 in which he was questioned on his direct testimony, and have reviewed the transcript  
10 from that deposition, which is attached hereto as Wireless One Exhibit FJH 1.9. This  
11 testimony responds to both Mr. Poag's direct testimony and his deposition testimony.

12 Q. Please describe the points of disagreement you have with Mr. Poag.

13 A. Mr. Poag wants the Commission to ignore the reality that we are an independent  
14 competitive telephone company whose network provides the same functionality as  
15 Sprint's. As a result, we are deserving of being able to charge symmetrical rates.  
16 When Sprint terminates traffic to Wireless One's tandem, we will charge symmetrical  
17 tandem switching, transport and end office termination rates. When Sprint terminates  
18 traffic to the end office interconnections, we will charge symmetrical end office  
19 termination rates.

20 Mr. Poag also wants the Commission to sanction nonexistent toll charges  
21 between its customers and wireless NXXs. The Reverse Option has been in place  
22 consistently since our initial physical interconnection. Sprint has never charged its

1 customers an intraLATA toll charge for any land-to-mobile calls since we commenced  
2 cellular operations in 1990. The Reverse Option charge is part of the same mobile  
3 services section of Sprint's tariff that has governed the rest of our interconnection  
4 relationship over the years. The Reverse Option is an integral part of our  
5 interconnection relationship and should be included with the other terms and  
6 conditions of the interconnection relationship that now will be governed by agreement  
7 rather than tariff. As such, the Reverse Option for intraMTA calls must be priced at  
8 transport and termination rates.

9 *Tandem and End Office Interconnections*

10 Q. In Mr. Poag's direct testimony (p. 8, l. 22 - p. 9, l. 2) he indicates that Wireless One is  
11 being charged the Reverse Option Charge because it has not extended facilities to  
12 Sprint end offices to afford Sprint's customers local calling to Wireless One  
13 customers. Do you agree with that testimony?

14 A. Absolutely not! As I said in my earlier testimony, Wireless One has ~~sixteen~~ direct end  
15 office interconnections with Sprint. The interconnection trunks are Type 2B, which  
16 are two-way end office interconnections. Despite these trunks being two-way trunks,  
17 only Wireless One sends traffic over the trunk groups. Sprint does not send any traffic  
18 over these end office interconnections. Wireless One has been paying the entire cost  
19 of leasing these dedicated trunks from Sprint.

20 Q. Was Mr. Poag aware that Wireless One had these end office interconnections when he  
21 made those comments?

1 A. Mr. Poag testified in his deposition (p. 42, l. 3-9) that he was aware that Wireless One  
2 had some end office interconnections. However, insofar as Mr. Poag was not a direct  
3 participant in our negotiations, he was under the mistaken impression that Sprint sent  
4 land-to-mobile traffic over the end office trunk groups to eliminate the Reverse Option  
5 charge for that traffic (p. 42, l 20-23).

6 Q. So you disagree with Mr. Poag's direct testimony (p. 8, l. 23 - p. 9, l. 1-2) that  
7 Wireless One has the option of extending facilities directly to an end office to afford  
8 Sprint's customers local calling?

9 A. Yes. Let me give a hypothetical example. Suppose Wireless One has a direct  
10 connection to Sprint's Clewiston exchange in eastern Hendry County, and 1500  
11 Wireless One customers reside within that exchange area. Every call origination from  
12 a Clewiston landline phone to a Wireless One customer residing in the Clewiston  
13 exchange involves the application of Reverse Option charges to Wireless One. This is  
14 because we have no Clewiston rate centered NXX. In fact, Sprint refused to allow us  
15 a Clewiston NXX until its May, 1997 General Exchange Tariff section A25 revisions  
16 for SS7 interconnection and virtual rate centers. Those revisions still require all land-  
17 to-mobile terminations to be back hauled through Sprint's tandem.

18 Q. Who pays Sprint for land-to-mobile call originations that terminate to a wireless NXX  
19 that is rate centered outside the current landline defined local calling area of its caller?

20 A. Wireless One pays Sprint the Reverse Option charge of \$0.0588 per minute at all  
21 times.



1 Q. How does Sprint deliver this call to Wireless One?

2 A. It transports the call from its originating end office to its tandem and terminates it to  
3 Wireless One's Type 2A trunk group to Wireless One's South Ft. Myers tandem.

4 Q. Who pays Sprint for land-to-mobile call originations that terminate to a wireless NXX  
5 that is rate centered within the caller's current land defined expanded local calling  
6 area?

7 A. Wireless One pays the same Reverse Option charge of \$0.0588 per minute of use.

8 Q. How does Sprint deliver this call to Wireless One?

9 A. In the same way previously mentioned.

10 Q. Who pays Sprint for land-to-mobile call originations that terminate to a wireless NXX  
11 that is rate centered within the caller's current landline flat rate local calling area?

12 A. Sprint's customers have this included in flat rate local service at no additional charge.

13 Q. How does Sprint deliver this call to Wireless One?

14 A. In the same way previously mentioned.

15 Q. Did you just describe three different call completion scenarios with two different  
16 compensation processes but the traffic was transported in an identical fashion at nearly  
17 identical costs?

18 A. Yes, I did.

19 Q. Have you requested Sprint to send traffic over the end office Type 2B trunk groups?

20 A. Yes, many times. As the previous discussion demonstrates, Sprint has been back  
21 hauling all of the traffic that could be delivered over the end office trunks to its tandem  
22 and charging Wireless One a Reverse Option charge. Prior to our SS7 implementation

1 in late August 1997, that traffic could have been delivered over the end office  
2 interconnections with a simple software translation at Sprint's end office. If Sprint  
3 wants to have call counting and timing capabilities associated with the routing, it may  
4 take some hardware additions like they made to measure receipt of Type 2B traffic at  
5 each end office. However, the overall cost of distributed routing would be  
6 insignificant.

7 Q. Why has Sprint not complied with your request?

8 A. Sprint has given me a number of different and conflicting responses at different times. I  
9 believe that the underlying reason for Sprint's refusal to comply with this request is  
10 that it does not want to forego the \$0.0588 per minute of use Reverse Option revenue  
11 stream. If this traffic were delivered over the end office Type 2B trunk groups, as  
12 much as 90% of the monthly Reverse Option charges could be eliminated.

13 Q. In his deposition, Mr. Poag testified (p. 45, l. 7 – p. 46, l. 14) that Sprint would  
14 terminate traffic to the end office interconnections, rather than back haul it to its  
15 tandem and charge the Reverse Option charge, if Wireless One had an NXX rate  
16 centered at the local interconnection. Will you comment on that?

17 A. When Mr. Poag realized for the first time in his deposition that Sprint was not using  
18 the end office interconnections with Wireless One to send land-to-mobile traffic, he  
19 immediately assumed that it was because Wireless One did not have any of its NXX  
20 codes locally rate centered (p. 46). Mr. Poag did not acknowledge that it is technically  
21 feasible to reprogram Sprint's switches to recognize all of Wireless One's NXX codes  
22 over all of the end office interconnections (p. 47). The effect of this would allow all

1 land-to-mobile calls from a Sprint exchange with a Type 2B end office interconnection  
2 to Wireless One to be terminated over the end office interconnection and allow for the  
3 traffic to be transported by Wireless One to its customer, wherever located.

4 Q. If Sprint did use the Type 2B end office interconnections to deliver land-to-mobile  
5 traffic, how would Sprint charge for that traffic today?

6 A. If Sprint did use them at this time, it still intends to charge Reverse Option unless and  
7 until they implement the principal of distributed NXXs, which is discussed in greater  
8 detail later. All calls from Sprint's Arcadia, Clewiston, Immokalee, LaBelle, and  
9 Wachula customers still would be at Reverse Option rates. Calls from Sprint's Bonita  
10 Springs, Ft. Myers-Cleveland Ave., Ft. Myers-Main, Marco Island, Naples-Golden  
11 Gate, Naples-Moorings, Naples-Southeast, North Naples, Port Charlotte, Punta  
12 Gorda, and Sebring end offices would also be subject to Reverse Option charges to  
13 any Wireless One NXX that Sprint does not recognize as being rate centered in the  
14 same landline local calling area as the end office.

15 Q. Do you have any experience with using distributed NXX codes?

16 A. Yes, I have done this with other local exchange companies to eliminate toll charges,  
17 like the Reverse Option. Other local exchange companies employ what are known as  
18 distributed NXX codes that allow virtual rate centering of wireless NXX's LATAwide  
19 so that individual NXX codes are not required in each and every community by each  
20 and every wireless carrier.

21 For example, our former affiliate, Ohio Cellular RSA Limited Partnership,  
22 which we divested October 30, 1996, had distributed NXXs that allowed GTE

1 customers LATAwide to call cellular telephone or pager numbers toll free. GTE  
2 applied no charge for wireline origination from its exchanges within the traditional  
3 landline local calling area of each of its exchanges when we had direct interconnection  
4 within the local calling area. When the call originated outside the traditional landline  
5 local calling area of our physical points of interconnections, we compensated GTE  
6 under an interconnection agreement on file with the Public Utilities Commission of  
7 Ohio at the same rates as paid for mobile-to-land terminations within the LATA.

8 Interestingly, in a showing of genuine concern for NXX code conservancy,  
9 GTE actually distributed the two paging codes which were provided by Ameritech so  
10 that both GTE and Ameritech landline customers call the same paging numbers toll  
11 free LATAwide.

12 Like the GTE agreement, our interconnection agreements with Ameritech had  
13 Reverse Option land-to-mobile rates identical to the mobile-to-land rates for landline  
14 call originations outside the traditional landline local calling area of the virtual and  
15 physical rate centers we established for our various LATA NXX's.

16 Sprint still does not provide distributed NXX's within the Ft. Myers LATA  
17 despite my prior requests.

18 Q. What kind of signaling would Sprint have to deliver with the land-to-mobile traffic  
19 over the end office Type 2B trunk groups?

20 A. Sprint would have to be able to deliver an SS7 signal for all traffic.

21 Q. Is it economically efficient to back haul every call from its origination end office  
22 through its tandem for call completion to your company?

1 A. As Mr. Poag stated (p.42, l. 23 – p.43, l.3), it would be far more efficient for Sprint to  
2 utilize the existing points of interconnection to its end offices. However, my  
3 understanding from Sprint Carrier Relations Management is they are unable to pass us  
4 SS7 signaling, and in particular caller identification, from the end offices at this time.

5 Q. Why did you say in your deposition that SS7 end office signaling was not an  
6 arbitration issue in this proceeding?

7 A. Sprint's April 1997 filing of the previously mentioned tariff revision for SS7 occurred  
8 in the middle of our negotiation for that service and with no prior notice to us. The  
9 Commission Staff had already recommended Sprint's tariff revisions for approval  
10 before we were aware of it.

11 At that time we felt we desperately needed Automatic Number Identification  
12 ("ANI") from Sprint in connection with our digital service rollout to counter the  
13 offerings of wireless competitors and made a decision to accept the tariff offering  
14 without delaying SS7 provisioning for the duration of our negotiating and arbitration  
15 interval.

16 We truly believe that the provisioning of SS7 between our companies is  
17 properly a term and condition that should be included in an interconnection agreement.  
18 Although our interconnection agreement has general references to SS7, we accepted  
19 the tariff provisioning as a necessary expedient.

20 Q. Would Sprint pay a penalty for requiring all land-to-mobile calls to reach your  
21 company by tandem office interconnection to Wireless One?

1 A. Sprint would pay the higher tandem interconnection, transport, and end office  
2 termination rates, but I do not consider this a penalty. Sprint could avoid these higher  
3 rates if it were able to send SS7 signals including ANI and use the existing end office  
4 connections between our companies.

5 Q. Would Sprint have to deliver the SS7 signal from its interconnected end offices?

6 A. We would accept SS7 signal delivery at any point in our system but unless we receive  
7 it – we must for any call completion – Sprint is unable to use the end office  
8 connections for call delivery to us. Since SS7 is a packet switching technology,  
9 however, Mr. Poag testified (p. 100, l. 15-19) that the signal could be routed over the  
10 Ft. Myers tandem location where it currently passes and the voice traffic could be  
11 routed over the end office Type 2B trunks.

12 Q. Can your wireless end office connections to the Sprint end offices provide Sprint with  
13 the SS7 feature of ANI?

14 A. We are able to send ANI but my understanding from Sprint Carrier Relations  
15 Management is that their end offices are unable to receive it at this time.

16 Q. Why are Sprint's end offices unable to receive it at this time?

17 A. My understanding is that Sprint currently relies on a central processing system that  
18 originates at its STP points of Winter Park and Altamonte Springs in the Orlando  
19 LATA. They of course could obtain such capability from Northern Telecom, as we  
20 have done, but they made an economic decision not to at this time. Consequently,  
21 their end offices lack this capability that our end offices contain.

1 Q. Does Sprint have any time table for being able to recognize the SS7 signal with  
2 mobile-to-land end office traffic?

3 A. Sprint mentioned a willingness to experiment with some form of SS7 call signal  
4 delivery process that might enable it to utilize its end offices for call delivery this  
5 summer but there has been absolutely no follow up on this matter.

6 Q. Despite Sprint's inability to receive the SS7 signal, can Wireless One, presently  
7 terminate traffic to the Sprint end offices?

8 A. Yes. We are doing so by sending the old, multi-frequency signaling technology, which  
9 we still are able to send and Sprint can accept at its end offices.

10 Q. Why is the delivery of land-to-mobile traffic over the end office interconnections  
11 important to the issues in this arbitration?

12 A. It is important for two reasons. First, it is important for the Commission to understand  
13 how Sprint has refused to send traffic over the end office interconnections in order to  
14 maximize its Reverse Option revenue. Had Sprint previously been willing to send  
15 land-to-mobile traffic over these interconnections, it would have greatly reduced the  
16 Wireless One Reverse Option cost and, consequently, the pressure to arbitrate the  
17 issue in this case. Also, the intertwined relationship between end office terminations  
18 and the Reverse Option shows how integral the Reverse Option is to the  
19 interconnection agreement of Sprint and Wireless One and why it should be part of the  
20 agreement at issue in this arbitration, as is discussed more in the next section of my  
21 testimony. Second, it is important for the Commission to realize that Sprint could  
22 terminate land-to-mobile traffic over the end office interconnections.

1 Q. Why is it important for the Commission to appreciate the second point?

2 A. It is important because of Mr. Poag's testimony regarding the functionality of Wireless  
3 One's network for reciprocal compensation purposes. Mr. Poag testifies in his direct  
4 testimony (p. 11) that Wireless One's network does not provide the same functionality  
5 as Sprint's network and, consequently, the same reciprocal compensation cannot be  
6 charged. In his deposition, Mr. Poag admitted that Wireless One's tandem and  
7 transmission facilities were the functional equivalent of Sprint's tandem and transport  
8 facilities, and limited the point of his disagreement to whether the cellular end offices  
9 are the functional equivalent to Sprint's end offices (p. 28, l. 12-25). On this last  
10 point, Mr. Poag testified (p. 29, l. 1-8) that the landline and cellular end offices are  
11 different because (1) the call processor for the cellular end office is centrally located at  
12 the tandem as opposed to at the end office for the landline end office and (2) Sprint  
13 cannot terminate traffic at the cellular end offices. The second basis for Mr. Poag's  
14 end office distinction is plain wrong. Sprint *could* terminate traffic at Wireless One's  
15 end office over the Type 2B interconnections, it just chooses not to.

16 Q. What about the first basis for the distinction?

17 A. Mr. Poag is absolutely correct that the call processing functions of the cellular end  
18 offices are performed in a central location at the cellular tandem office. As John  
19 Meyer explained in his direct testimony, however, the fundamental mobile nature of  
20 the cellular network requires the call processing for the cellular end office to be  
21 centrally located. The central location of the call processor does not change the  
22 functionality of the cellular end office. In essence, Mr. Poag's view is that the cellular



1 distribution system begins at the cellular tandem. This is wrong – the cellular  
2 distribution system starts at the cellular end office. John Meyer describes this in  
3 greater detail in his rebuttal testimony.

4 Bellcore's SR-TAP-000191 defines an end office as, "A switching system in  
5 the message network that establishes line-to-line, line-to-trunk, and trunk-to-line  
6 connections and provides dialtone to customers." John Meyer testified that the  
7 cellular tandem is unable to provide dial tone to customers, but the cellular end office  
8 does meet this Bellcore definition.

9 Q. With regard to end office termination, Mr. Poag raises a rate disparity issue in his  
10 direct testimony (p. 14, l. 20 – p.15, l. 8) where Sprint would pay the higher tandem  
11 rates if it has to deliver all its traffic at the cellular tandem office, while Wireless One  
12 can deliver to Sprint's end offices. Please comment on that testimony.

13 A. As I previously stated, Sprint could terminate its traffic at Wireless One's cellular end  
14 offices where there are Type 2B interconnections. Because Wireless One considers  
15 the cellular end office to be the functional equivalent of the wireline end office,  
16 Wireless One would charge Sprint symmetrical reciprocal end office termination rates  
17 for that traffic. In other words, we would charge Sprint the same end office  
18 termination rate of \$0.003587 that Sprint will charge us to terminate end office traffic  
19 to them.

20 Q. How does Wireless One's tandem switch coverage compare with Sprint's?

21 A. Sprint uses its Ft. Myers tandem to provide services within Charlotte, Collier, Glades,  
22 Hendry, and Lee Counties. Its Avon Park tandem coverage area includes DeSoto,

1 Hardee, Highlands, and Okeechobee Counties. Upon decommissioning of the North Ft.  
2 Myers tandem serving Lee County which is scheduled for December 1997, Wireless  
3 One's South Ft. Myers tandem will cover all of Sprint's Ft. Myers LATA, excepting  
4 Okeechobee County, from a single tandem.

5 Q. Has Wireless One demonstrated that its network is the functional equivalent of the  
6 Sprint's network?

7 A. Yes. We have shown that our tandem not only connects to our cellular end offices for  
8 call pick up and delivery and with sixteen local exchange carrier end offices, but it also  
9 interconnects with three wireless tandems, with three local exchange carrier tandems,  
10 and with three major interexchange carriers. We have explained a proprietary  
11 microwave transmission network employing redundant radios with generator backup  
12 on company owned land from company owned towers and equipment shelters that  
13 provide true alternating routing capability to assure continuous service to our  
14 customers. We have explained many multiple end office connections with Sprint  
15 designed to increase system reliability through alternate routing capability. In short,  
16 we have demonstrated that we are an independent competitive telephone company  
17 whose network provides the same functionality as Sprint's. As a result, we are  
18 deserving of being able to charge symmetrical rates. When Sprint terminates traffic to  
19 Wireless One's tandem, we will charge symmetrical tandem switching, transport and  
20 end office termination rates. When Sprint terminates traffic to the end office  
21 interconnections, we will charge symmetrical end office termination rates.

1     *Reverse Option Charge*

2     Q.     Do you believe that the Reverse Option should be included in Wireless One's  
3             interconnection agreement with Sprint?

4     A.     Absolutely! As I testified previously in my direct testimony, Wireless One has always  
5             elected Sprint's Reverse Option charge for land-to-mobile call completions. It has  
6             been in place consistently since our initial physical interconnection. Sprint has never  
7             charged its customers an intraLATA toll charge for any land-to-mobile calls since we  
8             commenced cellular operations in 1990. The Reverse Option charge is part of the  
9             same mobile services section of Sprint's tariff that has governed the rest of our  
10            interconnection relationship over the years. As previously mentioned, the intertwined  
11            relationship between end office terminations and the Reverse Option shows how  
12            closely related the Reverse Option is to the interconnection relationship of Sprint and  
13            Wireless One and why it should be part of the agreement at issue in this arbitration.  
14            The Reverse Option is an integral part of our interconnection relationship and should  
15            be included with the other terms and conditions of the interconnection relationship that  
16            now will be governed by agreement rather than tariff.

17    Q.     Sprint argues in its Response filed on October 7, 1997 that including the Reverse  
18             Option in the interconnection agreement will have the effect of altering its state-  
19             approved tariffs and that state-approved tariffs should not be altered in a two-party  
20             arbitration dispute. How do you respond?

21    A.     Having the Reverse Option included in the agreement does not affect Sprint's state  
22             tariffs any more than including the basic rates for interconnection in the agreement.

1 The agreement includes a tandem interconnection, transport, and end office  
2 termination rate of \$0.007954 per minute of use. This is the same service listed in the  
3 Sprint's mobile services tariff as Type 2A interconnection that is tariffed at \$0.0334  
4 per minute of use peak and \$0.0234 off peak. Similarly, the mobile services tariff  
5 includes a rate of \$0.01 per minute of use for a Type 2B end office interconnection.  
6 This rate has been reduced to \$0.003587 per minute of use in the agreement. In other  
7 words, the FCC's local competition order has altered a number of matters that are part  
8 of Sprint's state-approved tariffs. Just like the rates for mobile interconnection vary  
9 from the state-approved tariffs and are included in the interconnection agreement, so  
10 should the Reverse Option be included in the interconnection agreement. Contrary to  
11 Sprint's suggestion, this does not make the state tariffs unlawful. It simply modifies  
12 the relationship between Sprint and Wireless One from one based on tariff to one  
13 based on contract.

14 Q. Sprint also argues in its Response that the scope of the FCC's rules are limited solely  
15 to determining when local interconnection rates versus access charges apply, and that  
16 any enlargement of that scope would infringe on the Commission's intrastate  
17 regulatory jurisdiction. How do you respond?

18 A. Mr. Poag believes (direct testimony at 9) that the FCC's order replaces access charges  
19 for intraMTA calls between cellular carriers and local exchange companies with  
20 transport and termination charges. Mr. Poag believes that Sprint can continue to  
21 charge its customers toll, even though originating and terminating access for the traffic

1 no longer applies. Wireless One has never charged Sprint access to terminate traffic  
2 and Sprint has never paid Wireless One terminating access.

3 Sprint acknowledges that the FCC has preempted Sprint's ability to charge or  
4 collect intrastate access for intraMTA intraLATA calls. By acknowledging the FCC's  
5 preemption in this area, it is not clear why Sprint believes that the FCC could not also  
6 affect the local calling area. If the FCC can preempt on the access relationship, why  
7 can it not change the local calling area to be the entire MTA?

8 In any event, the Commission does not need to conclude that the state local  
9 calling area has been changed to provide the relief that Wireless One is seeking in this  
10 case. By including the Reverse Option as part of the interconnection agreement,  
11 Sprint would be recovering its costs related to providing the traffic in the  
12 interconnection relationship with Wireless One, as it always has done in the past. If it  
13 were then to charge its customer as well, Sprint would be compensated twice for the  
14 same traffic. While Sprint might like to be paid by two different parties for the same  
15 traffic, that would be inappropriate.

16 Q. What does Sprint charge its customers for intraLATA toll calls?

17 A. According to Mr. Poag's review of Sprint's tariff during his deposition (p. 56, l. 1-6),  
18 the basic charge in the Ft. Myers LATA is \$0.24 for the first minute and \$0.21 for  
19 subsequent minutes for the second and third rate bands.

20 Q. How was Sprint's Reverse Option rate developed?

1 A. Mr. Poag testified in his deposition (p. 85, l. 23 – p. 86, l. 7) that the price of the  
2 Reverse Option was set equal to Sprint's originating access price, which at the time  
3 was \$0.0588. The price of Reverse Option has not changed since then.

4 Q. Has the price of Sprint's originating access changed since the Reverse Option rate was  
5 set?

6 A. Yes, Mr. Poag testified in his deposition that Sprint had reduced some of the  
7 components that make up originating access for an overall five percent reduction (p.  
8 69, l. 4). A five percent reduction from the originating access price of \$0.0588 equals  
9 \$0.00294, reducing originating access to \$0.05586.

10 Q. With this information on how the price of the Reverse Option was set, how do you  
11 respond to Sprint's position on access being replaced by transport and termination?

12 A. If access has been replaced by transport and termination for intraMTA calls, that  
13 would mean that the originating access price Sprint used in its computation would be  
14 replaced by transport and termination pricing. Eliminating the current price of  
15 originating access from the Reverse Option would reduce the Reverse Option price to  
16 \$0.00294. Replacing access with transport and termination would mean that Sprint  
17 would pay Wireless One the appropriate transport and termination pricing to terminate  
18 the traffic. When access is removed, the remaining \$0.00294 is very similar to the  
19 \$0.004 LATA-wide additive transport charge in the BellSouth/Vanguard agreement.

20 Q. Is Wireless One willing to pay a Reverse Option rate on this basis?

21 A. Yes, we are willing to pay Sprint \$0.00294 per minute of use for any additional  
22 transport cost it incurs for the Reverse Option intraMTA minutes that Sprint has to

1 back haul to its tandem. As I stated in my direct testimony, we also would be willing  
2 to incorporate the identical charge in the BellSouth/Vanguard agreement subject to  
3 true up as that agreement provides. Of course, the tariffed Reverse Option rate would  
4 continue to apply to interMTA calls where appropriate.

5 Q. Does this conclude your rebuttal testimony?

6 A. Yes, it does.

7

8 114888.2

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by Wireless One :  
Network, L.P. for Arbitration of : Docket No.:  
Certain Terms and Conditions of a : 971194-TP  
Proposed Agreement with Sprint-Florida, :  
Incorporated Pursuant to Section 252 : Filed:  
of the Telecommunications Act of 1996 : October 15, 1997  
:  
:

Confidential Pursuant to  
Section 364.183, Florida Statute,  
FPSC Rule 25.22.006, F.A.C.  
and

Notice of Intent to  
Request Confidential Classification  
Dated October 7, 1997

DEPOSITION OF: F. B. POAG  
DATE: Monday, October 20, 1997  
TIME: 1:53 p.m.  
LOCATION: Sprint-Florida, Inc.  
1520 Lee Street  
Fort Myers, Florida  
PURSUANT TO: Notice by Counsel For  
Sprint-Florida, Inc.  
REPORTED BY: Lori A. Tipson  
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**COPY**



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ALSO PRESENT: Frank Heaton, Wireless One  
John C. Meyer, Wireless One  
Edward B. Fox, Sprint  
Robin Norton, Via Telephone, FPSC Staff

I N D E X

WITNESS: F. B. POAG

Direct Examination by Mr. Rehwinkel

Page 4

E X H I B I T I N D E X

<u>EXHIBIT NUMBER</u>	<u>PAGE MARKED</u>
Wireless One's Exhibit 1 (Photocopy of Notice of Taking Deposition)	Page 65
Wireless One's Exhibit 2 (Photocopy of General Exchange Tariff)	Page 65
Wireless One's Exhibit 3 (Photocopy of 11/2/94 Letter to Mr. D'Haesseleer from Mr. Poag)	Page 65
Wireless One's Exhibit 4 (Photocopy of Access Service Tariff)	Page 65
Wireless One's Late Filed Exhibit 5 (Photocopy of Updated Access Service Tariff)	Page 68

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Fort Myers, Florida

Monday, October 20, 1997

(Counsel, Deponent and others listed present)

F. B. POAG,

a witness herein, called at about 1:53 p.m. by  
Counsel for Wireless One, sworn by reporter,  
testified:

DIRECT EXAMINATION

BY MR. ADAMS:

Q Please state your name and business address  
for the record.

A Ben Poag. Business address is 1313 Blair  
Stone Road, Tallahassee, Florida, 32301.

Q And what is your current employment and  
position?

A I'm director of regulatory -- excuse me --  
director of tariffs and regulatory management.

Q For what company?

A Sprint.

Q Are you the same Ben Poag that filed  
testimony in Docket Number 971194-TP before the Florida  
Public Service Commission on October 7, 1997?

A Yes.

Q Do you have any additions or corrections to  
your testimony at this time?

A No.

Q Okay. Did you receive a copy of a notice of deposition duces tecum that was provided to your attorney?

A No, but I heard about it.

MR. ADAMS: I'd like to mark that as  
Deposition Exhibit 1.

BY MR. ADAMS: (Cont'g.)

Q And that notice of deposition asks for a production of certain documents here today. And the first is a complete set of Sprint Florida current tariffs on file with the Florida Public Service Commission, including its mobile services access and intra-LATA toll tariffs. Do you see that? Why don't you look at Exhibit 1.

Have you furnished those today?

MR. ADAMS: Charles and I have talked and I'm just making a record of where we are.

THE WITNESS: Let me go off the record and talk to my attorney for a minute.

MR. REHWINKEL: Okay.

(At about 1:55 p.m. - a discussion was held off the record. Back on the record at 1:55 p.m.)

MR. REHWINKEL: We just -- we are fully willing to cooperate in production of documents as

you request on the time -- short time frame that we've had and consistent with your agreement to provide documentation to us and we've endeavored to provide documentation in compliance with this information request that's attached to the notice of deposition duces tecum.

In addition, we have some objections about the relevance of tariff but those objections will be -- will not be a basis for him not to answer questions today. And we will endeavor to provide information expeditiously in the context of this expedited proceeding.

MR. ADAMS: Well, what I have seen today are an excerpt from the access tariff that you faxed to me last Friday.

MR. REHWINKEL: Right.

MR. ADAMS: And we have that and it's my understanding that the entire tariff isn't here. The access tariff, that is. But the entire general exchange tariff is here; is that correct?

MR. REHWINKEL: Right. That's right.

MR. ADAMS: Okay.

BY MR. ADAMS: (Cont'g.)

Q In point two and three of the notice duces tecum, I asked for all documents that relate to the

various costs that are recovered in or used to develop Sprint's current intra-LATA toll tariff rates.

Did you bring anything in response to that?

A No.

Q Do you have any documents or do any documents exist with regard to those?

A No.

MR. REHWINKEL: Let me mention, we have --

THE WITNESS: That's intra-LATA.

MR. REHWINKEL: I'm sorry. I was thinking of number three.

BY MR. ADAMS: (Cont'g.)

Q There are -- you have no cost information to support your current tariff prices for intra-LATA toll?

A That's correct.

(At about 1:58 - Mr. Fox exited the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q With respect to point three on the reverse option rate that has been the subject of some discussion already today, do you have any cost information responsive to that?

A No.

MR. REHWINKEL: Well, just let me make it clear, Bill. The -- we have brought with us the

last revision made to the land-to-mobile option, or A-25-G-7, that shows the development of that rate.

MR. ADAMS: May I see that?

MR. REHWINKEL: We'll be glad to provide that to you.

THE WITNESS: Just for the record, it does not include any costs in it. It's strictly a revenue and rate change.

MR. REHWINKEL: This is a document dated November 2nd, 1994 from Mr. Poag to Walter D'Haeseleer, that's D, apostrophe, capital H-A-E-S-E-L-E-E-R, at the Florida Public Service Commission.

MR. ADAMS: Would it be possible to get a copy of that so we can attach it to the deposition?

MR. REHWINKEL: You can have it.

MR. ADAMS: Okay.

BY MR. ADAMS: (Cont'g.)

Q Mr. Poag, then there are no -- there is no cost information that Sprint has in its possession anywhere with respect to the reverse option rate; is that correct, is that your testimony?

A That's correct.

Q You can hand that back to the court reporter.

Mr. Poag, you've been here this morning until now and you've sat through for the most part of the depositions of John Meyer and Frank Heaton from Wireless One; is that correct?

A For the most part. I was in and out a few times making arrangements for lunch and other reasons.

Q Okay. Turning to your pre-filed testimony, I see from -- on page one and -- page one, that you began working with United Telephone in 1985?

A That's correct.

Q Have you been responsible for tariffs and regulatory matters since that time?

A Not -- not totally for tariffs. There was somebody else in charge of tariffs for awhile when I first started in '85, but subsequently, I did take over tariffs.

Q Do you remember when you took over the tariff operations?

A No. No.

Q Within the last year?

A Oh, no. It was many years ago.

Q Sometime before 1990?

A I'm going to guess and say '88.



Q Were you involved in the creation of the reverse option tariff?

A Yes.

Q So you had the responsibility at that point in time?

A I believe so. I'm quite familiar with it.

Q Are you also involved in cost information that might support different tariff filings?

A Yes. Certain service offerings, yes, sir.

Q Would you participate in the development of costs to support different tariff offerings?

A Yes.

Q And you would also be the main interface person with the Florida Commission with regard to getting that cost information to regulatory officials?

A It would depend. We have a kind of a split responsibility on that. Our corporate folks are doing -- our Kansas City folks are doing more and more of the costing because they're moving to more of a centralized operation. Historically though, most of it did come out of our Florida group. The models, themselves, were developed and/or purchased through corporate.

Q Okay. Do you have just state responsibilities or also federal?

A Just primarily state. I have some federal involvement but not as much as I used to years ago.

Q And you say "used to years ago," what involvement did you have back then?

A Well, years ago, we used to develop the access rates in the states. We worked in conjunction with corporate. We had our own separations and a part 69 allocation group and we don't have that any longer.

Q When did that change?

A About a year and-a-half ago.

Q So fairly recently?

A Yes.

Q Have your access rates -- intrastate access changed since that occurred?

A Yes.

Q How many times?

A I'd -- twice, I think.

Q Referring back to your testimony now, you said before you began work with United Telephone you worked at Southern Bell. And you mentioned a number of different positions, including marketing, engineering, training, rates and tariffs, public relations and regulatory. Do you see that?

A Yes.

Q Can you describe with respect to the

engineering what kind of engineering responsibilities you had?

A I was an outside plant engineer.

Q And what kind of things did you do as an outside plant engineer?

A Designed carrier systems and outside plant facilities.

Q Give me an example of some outside plant facilities.

A It would be basically a copper distribution system. You had cross boxes, subscriber line carriers. You'd have pedestals.

Q So these would be items that are considered in the local loop from the end office to the customer?

A Some of it's in the local loop carrier system. I put in one of the first T1 carrier systems back in 1963 between Merritt Island and Cocoa.

Q And a carrier system --

A I said carrier system. Excuse me. No, it was later than that. T1 -- it was when they, Bell South, first started using T1. It was probably more like '67.

Q You were working in that area in 1967. How long did you stay in the engineering function?

A Approximately a year and-a-half.

Q And then you moved at that point to -- what would your next area of responsibility be?

A I went into data communications.

Q And what kind of responsibility did you have for data communications?

A Well, it was primarily dealing with customers, establishing data networks.

Q More of -- would it be the marketing that you described here?

A Yes. It was primarily marketing but there was a lot of technical training, obviously, associated with that.

Q So the engineering function, though, that you described was isolated to a period from 1967, '68, thereabouts?

A Yes.

Q Did you ever go back into engineering at any later time in your career?

A Other than the fact that in the responsibilities for doing the costing, we had to get into a lot of detail about what all of the elements are and how they work and how they fit together to form a network, and like our SONET networks, those kinds of things. I was involved in that and I had had pretty extensive electronic background from being in the

military so that was -- so even before I went into the engineering, I had had about two and-a-half years in electronics in the military.

Q And what years was that?

A Oh, boy. '60, '61, '62.

Q But after 1968, is it safe to say that you had no more direct engineering responsibilities, correct?

(At about 2:06 p.m. - Mr. Fox entered the proceedings.)

THE WITNESS: Correct.

BY MR. ADAMS: (Cont'g.)

Q And at the time -- so it's also true that you don't have any direct engineering experience with cellular networks, which weren't created until much later than that?

A Correct.

Q Have you had an opportunity to read John Meyer's testimony that has been filed in this case?

A Yes.

Q Do you have any points of disagreement with his testimony?

A Yes.

Q And do you have a copy of -- can your counsel furnish you a copy of that? Can you go through and

point out pages and lines of disagreement?

A Yeah. I'll get my copy.

MR. REHWINKEL: I just want to make a general objection at this point. We have not identified or established that Mr. Poag will be rebutting -- providing any rebuttal to Mr. Meyer in this docket.

THE WITNESS: Beginning on page three, line five, he states that each network contains essentially three components: Tandem switches, transmission facilities and end offices. I disagree with the fact that you provide a tandem switch. I disagree with the fact that you provide -- allege that end offices are cell sites or end offices.

I agree that you provide transmission facilities, but I disagree that you provide transmission facilities under the definition of transport as provided in the FCC's order.

BY MR. ADAMS: (Cont'g.)

Q Okay. What part -- why do you think that Wireless One does not provide any tandem switching?

A Because to have tandem switching, you have to have more than one switch and they don't have more than one switch. Let me qualify that.

I have overlooked the fact that you all have recently acquired Palmer. To the extent that you have traffic that goes from one MTSO to the other MTSO, then I would agree, yes, that would be tandem switching. To the extent though that you're talking about going from the MTSO to a cell site, that's not tandem switching.

Q And MTSO, you're saying M-T-S-O?

A Yeah, mobile telephone switching office.

Q You would agree that the MTSO or what we refer to as a tandem provides switching functionality?

A It provides basically end office switching functionality.

Q So the real dispute it sounds like -- and correct me if I'm mischaracterizing this -- is whether the cell sites provide the end office equivalent functionality?

A Not really. I mean, the -- I think it's both. Number one, they don't provide the same functionality as end office and the MTSO doesn't perform tandem switching unless it's to the other MTSO. If I say that going forward, that's what I mean.

Q You're saying -- well, why don't we proceed on with your identification of areas of disagreement?

MR. REHWINKEL: Just so I can be sure of the

question, do you want him to go through and identify each and every disagreement he has?

MR. ADAMS: Just, you know, general areas. It's okay to -- it doesn't have to be every word but it's pretty short. It shouldn't take too long.

(At about 2:12 p.m. - Mr. Heaton exited the proceedings.)

THE WITNESS: It has a description of Sprint's network that is severely oversimplified.

BY MR. ADAMS: (Cont'g.)

Q Which page are you on?

A Bottom of page three and the top of page four.

Q With what respect is it oversimplified, just generally?

A Well, he addresses the single wire line to the end user's fixed location, and we have SONET rings that go from end office to customer premises locations. We have host switches. We have remote switches. We have subscriber line carrier systems. We have cross boxes. We've got a tremendous amount of traditional network out there. In many cases, the facility that we're providing from the end office out to a subdivision is very similar to the network that



you're providing out to the cell site.

Q I mean, can you be more specific about those different pieces that you just identified?

MR. ADAMS: Can you read back his answer?

THE WITNESS: Well, it's in my direct testimony.

(The answer was read back as previously recorded by the Court Reporter.)

BY MR. ADAMS: (Cont'g.)

Q So the items that you just identified: SONE ring, subscriber line carrier, host switches, remote switches, cross boxes are five pieces of the network that you think Mr. Meyer did not describe?

A Correct.

Q Do you consider yourself an expert in network engineering?

A No.

Q Of either wireless or wire line?

A Correct. I do not.

Q Let's continue.

A On line eleven --

Q Page four?

A Yeah, page four. Our tandem is a DMS-200, not a 100.

Q Is that different in some way functionality-

wise?

A Yes.

Q Which tandem is a DMS-200?

A Well, we technically only have one tandem and that's the Fort Myers office which we generally refer to as an access and toll tandem. Historically that's the way we refer to it. There may be other smaller what we call local tandems. I'm just not familiar with the net details of the network, per se. But those would not be what I refer to as access or toll tandems.

Q Your Fort Myers tandem, which is actually in this building on Lee Street or nearby, correct?

A I don't know. I'm policy.

Q Do you know if you also have a tandem at Avon Park?

A That's correct.

Q Is that also in the Fort Myers LATA?

A Yes. That's -- and it's my understanding that that's a basically a 100/200. And that serves both as a tandem and as an end office. That's why you effectively have the 100/200 designation: 100 serving as the end office, the 200 as the tandem function.

Q So the Fort Myers tandem only serves as a tandem function?

A Correct.

Q And it doesn't serve as an end office function?

A Correct.

Q While we're on this point, have you had a chance to review Frank Heaton's testimony and the diagrams that are attached?

A Yes, somewhat. He wouldn't give me a good copy -- color copy of the diagrams.

Q Let me just show you Exhibit FJH 1.1, which shows Sprint's Fort Myers LATA network end office and tandem offices. Do you see anything wrong with that description diagram?

A There's nothing wrong with it as far as it goes. And I think -- at least he's showing one tandem rather than two.

Q There's two?

A This is the Avon Park (indicating) thing. I was saying in the Fort Myers area, we had one.

Q Okay.

A I believe -- I thought I had read somewhere that somebody said we had two of them. Yes, it says at both its Fort Myers LATA tandems. You're referring to that as the other Fort Myers tandem. I didn't refer to that as the Fort Myers. Okay. So we do have -- when you take in Avon Park, we do have two.

Q So this is an accurate description of Sprint's network?

A I don't know that its -- your question was, is there anything wrong with it. I don't see anything wrong with it but I can't list these central offices and tell you where they're located or that kind of stuff. Conceptually it looks okay insofar as it goes.

Q And by that you mean the other pieces of network that you previously identified are not reflected on that diagram?

A Correct.

Q Back to Mr. Meyer's testimony now.

A Yes. On lines fifteen through nineteen.

Q Still on page four?

A Yes. Yeah, I disagree that each has the same hardware pieces and that they are functionally the same.

Q What hardware pieces are different in your judgment?

A I can't give you the specific pieces of hardware. Ours provides, for example, operator services, and I don't believe the 250 does.

Q Anything else?

A No. Again, I'm not an expert on that but just conceptually knowing how the network works and

what takes place in a cell site to complete a call, and I don't perceive them as the same.

Yeah, I don't disagree a whole lot with what he has at the top of five. I will point out we do have some digital microwaves in some areas, especially over in Collier County where we have some extremely remote customers.

Q You're referring to lines one through six on page five?

A On page five, yeah. Again, on lines nine and ten, he does the oversimplification of the single wire line between the end office and the fixed end user location. And I don't agree that they perform the same functions of actually delivering a call or receiving a call from the end user.

In the -- in our case, the end office can originate, terminate, handle all of the setup, handle all of the billing of the call. A cell site doesn't do that.

Q Do you disagree with his testimony that a cell site cannot do that because of the mobile nature, there has to be some central processing?

A It can't do it because it's not a switch.

Q Do you disagree with -- well, you would agree that there are some fundamental differences between a

wireless and a wire line network, wouldn't you?

A Absolutely.

Q And the most fundamental difference is that a wireless network has mobile customers and a wire line does not. Do you agree with that?

A Somewhat. And let me qualify that a little bit. In the case where Mr. Heaton was talking about the customer that is located in the driveway of the person that's calling them, that's really not a whole lot different than in a situation of where we have remote call forwarding and a call gets, you know, forwarded to the next door neighbor of that person on a land line.

So there are situations where you just don't know where a call is going to originate and terminate regardless of what number you call. But by the same token, if you were to take a cell site and if I were to take a fixed telephone, wireless telephone, and put it in my house and I never moved it, I never moved it, that cell site could not switch that call from my phone to another end user phone without the use of the MTSO or the DMS switch.

Q But you're saying the fixed wireless phone, you still have the functionality with that phone of being able to move either within your house or beyond

your house, correct?

A I don't understand your question.

Q Well, I'm just following up to your last answer. In your last answer, you assumed you had a fixed wireless phone. And but your wireless phone has the inherent ability to move within your house or beyond your house to another, not just cellular end office serving your house, but to other cellular end offices, right?

A Yeah, that's part of the cellular system. On page six -- yeah, page six, beginning on line six, it says, "Only when a call cannot be completed through a direct connection within the same end office or a flat rate calling area will a call originated by a Sprint customer require tandem switching." It's not a function of the flat rate calling area.

Q What is it a function of?

A Well, it's basically a function of the network. If there is a high volume of calls between two locations, we'll use a high usage trunk group rather than necessarily going through another switch. But a local calling area really doesn't have anything to do with it. It's really just network design, where is the volume of traffic.

Q So all your local calling areas would not be

served by an end office; is that true?

A Yes. Most of the time, there will be multiple switches in a local calling area.

Q In the calls being terminated within the local calling area would be routed just between the switches serving that or would it be routed back through the tandem serving the multiple end offices?

A I think most of the time, if it's within the local calling area, depending on the distance, it would just be routed through the local -- the local -- no, it wouldn't go back to the tandem. It would not go back to the tandem, generally speaking.

Q You mentioned in your last answer a direct trunk group between a high interest group calling area, I mean, are there examples of those that aren't within a local calling area that you can think of in the Fort Myers LATA?

A No, I couldn't. I don't have detailed knowledge of the Fort Myers -- any of our networks.

Q By direct trunk group, you mean trunking between end offices?

A Yes, without going through a tandem.

Q Okay.

A Generally going through page seven, I don't have -- he's basically describing a cellular network



there and I don't have any disagreements, other than, again, the use of end office terminology in lieu of cell site or tower.

Q Which is the ultimate issue or one of the ultimate issues in this case, right?

A Yeah. I'll just make that standard throughout the testimony.

On page nine, lines six through eight, beginning at the end of line six, says that a wireless end office is required to originate the call, terminate the call and to provide the interface to the mobile unit for call requirements and features. I don't disagree that it does that. I agree that it does it the same way that an end office does it.

Q And why?

A A Sprint end office does it. In other words, it does not do call setup the way an end office would do it.

Q What is the difference there?

A Well, basically the difference is that the central processor, which handles that functionality in the cellular network, is back at the MTSO. In the Sprint network, it's in the end office. Just like the dial tone is in the end office, the customer number is in the end office.

Q So if the central processor were in the cellular end office instead of in the MTSO, you would agree that they are the same?

A No. Just putting the central processor out there, I couldn't agree that it would still be the same then.

Q What would the differences be at that point?

A What would the central processor do?

Q Everything that it does now.

A So if you had multiple central processors just like you'd have at the MTSO at each cell site and then you had a switching bus with time slots to make the actual switching function connection, then I would say -- and you had the memory and the billing and recording capabilities, then it would begin to look like an end office.

Now, I disagree with the statement on line nineteen, page nine that the response to the question the process is the same. We talked about, I think, the --

Q The same reasons you've outlined earlier?

A Yeah. And again, redundant disagreements with lines fifteen and sixteen.

Q Page ten?

A On page ten, yeah.

Q So summarizing what we've just gone through, you don't really have any disagreement that the MTSO performs a switching function and that there is a transmission from the MTSO to a cellular end office. I mean, your real point of dispute is you don't think that a cellular end office performs equivalent functionality of a Sprint end office, and that's largely because a -- there is no central processor in the end office; is that a fair statement?

A That was a little bit long. Let's go through that again.

Q Let's go through it piece-by-piece. You don't have any real disagreement that a MTSO performs a switching function?

A Correct.

Q Correct?

A Correct.

Q And you don't have any disagreement that we have -- we, Wireless One, have transmission facilities from a MTSO to our cellular end offices, correct?

A Correct.

Q The real point of disagreement is whether our cellular end offices perform a function that is equivalent to the Sprint end offices; is that correct?

A Yes.

Q And the primary point of disagreement there is that the central processing for the cellular end offices is contained back at the MTSO as opposed to at the cellular end office; is that correct?

A That's part of it. You can interconnect with any of my end offices to terminate traffic, or Wireless One can. I cannot interconnect with any of your cell sites to terminate traffic.

Q Why is that?

A Because cell sites don't function the same as an end office.

Q Are you aware that Wireless One has type 2-B trunks with Sprint which are two-way trunks and Sprint simply elects not to terminate any land-to-mobile traffic there?

A Those 2-B trunks don't go to a cell site. Those 2-B trunks go to a MTSO.

Q No, that's incorrect. There are -- well, I'm not going to argue with you today.

A No, let's -- what you're talking about is the fact that you have these transmission facilities out there and you take advantage of those transmission facilities to get from point A to point B, but you always end up with the actual interconnection and exchange of traffic happening at the MTSO. So when he

was talking about that ring earlier and the nodes, I mean, that's nothing but a -- I guess it would be a scaled-down version of our SONET rings. Which SONET rings will do a lot more than just hold up the 50 percent capacity, they'll give you 100 percent.

MR. REHWINKEL: Beth, are you still on the line?

(At about 2:41 p.m. - a discussion was held off the record. Back on the record at 2:41 p.m.)

BY MR. ADAMS: (Cont'g.)

Q So the point of disagreement is -- one is the central processor is not contained in the cellular end office?

A Yeah. I'm not --

Q And the other is that you can't deliver -- Sprint can't deliver land to mobile traffic at the cellular end offices is your understanding; is that correct?

A That's not my understanding, that is a fact.

Q Anything else?

A And I'm not limiting it to just the processor. I don't have enough technical expertise to go beyond that. But the processor is clearly one of the major elements that's not at the cell site that is at every one of our end offices.

Q Okay. So as you're sitting here today, you can't think of any other reasons besides those two that we've identified for the differences between the cellular end office and Sprint's end office; is that correct?

A Technical reasons, I will say.

Q I'm sorry?

A Technical reasons.

Q What other kind of reasons might there be?

A Price and policy reasons.

Q Okay. But we're talking about functionality of the network now.

A Yeah.

Q And you're saying from a functionality standpoint, there's nothing else that you can identify now?

A In terms of my technical expertise.

Q Okay. Back to your testimony now, your background doesn't indicate that you have any formal legal practice; is that correct?

A That's correct.

Q You're not a lawyer; is that right?

A That's correct.

Q And you don't -- you haven't gone to law school or taken the Bar exam?

A Correct.

Q You've never practiced law, right?

A Not legally.

Q Illegally? Is that something the Florida Supreme Court would like to talk to you about?

MR. REHWINKEL: He takes the Fifth Amendment on that.

BY MR. ADAMS: (Cont'g.)

Q You would agree then, you're not a lawyer and you're not an expert in legal issues, right?

A Yeah.

Q And that would include legal discipline such as legal interpretation; is that correct?

A Yeah.

Q Which includes legal interpretation of FCC rules and orders; is that correct?

A Yeah.

Q So you would also agree that any testimony you give in here is based on your personal opinion as a non-legal expert, correct?

A Yes.

Q So if you specifically turn to page four, line sixteen through page eight, line ten, that is all your personal opinion as a non-legal expert; is that correct?

A Yes.

Q Similarly with page nine, line twenty-one through page ten, line seven.

A Yeah.

Q Okay. Let's turn back to page two now, two to four. Take a minute if you'll look at that. And then page four, lines five through fourteen are where my questions are going to focus.

A Okay.

Q Are you ready?

A Yeah. Depending on what the question is, I may or may not need to refer to it.

Q On page four, lines five through seven you say, taken together, these provisions define the circumstances when a local interconnection -- when -- which local interconnection charges apply and when access charges apply. Do you see that?

A Yeah.

Q And that taken together refers back to two prior quotations of Sprint's proposed language in the Sprint-Wireless One interconnection agreement, correct?

A Yeah.

Q So you would agree then that either local interconnection or access charges apply to the relationship? Intra-MTA calls or inter -- there are



two different kinds of relationships between Wireless One and Sprint.

A Yeah. I guess I'm expecting you to fill out the question a little bit more, if we're talking about reciprocal compensation between carriers.

Q Correct. Is that what you're referring to in this question and answer?

A Yeah. So with that predicate --

Q So you would agree then that or it's Sprint's position that you may not charge Wireless One any access charges for intra-MTA calling; and that is, land-to-mobile, mobile-to-land, either way, calls that originate and terminate within the same major treating area, correct?

A Yeah. Actually, we wouldn't charge for a land-to-mobile. It would only be mobile-to-land that we would not charge. And conversely Wireless One would not charge Sprint access charges for any intra-LATA toll calls we had terminated to their network. It would just be local interconnection charges. That's for the compensation between the carrier again.

Q How about -- well, so the access has been replaced by local interconnection, correct, the relationship?

A Yeah, with regard to the CMRS provider.

Q And by local interconnection, you mean transport and termination?

A Yes.

Q Under the FCC rules, correct?

A Yeah, under the FCC definition, yeah.

Q Both of these sections from the agreement that you cite on page two through the top of page four are important to your interpretation of this issue; is that correct?

A I wouldn't say they're a part of it as well as my review of the FCC's order and the FCC's rules.

Q These are the two sections from the agreement that you've cited in your testimony as implementing your understanding of what the FCC has done which we just discussed, right?

A Yes, but I also provide references to the FCC's rule and to 9698 in my testimony as well.

Q Right. That's part of the citation of the language from the agreement?

A Correct.

Q And at the bottom of page three, line twenty-two, there's a reference to the intra-LATA toll traffic definition. And you've indicated in your testimony on the next page that -- on page four, the definition of intra-LATA toll traffic is bound up in

this issue because the phrase for purposes of establishing charges between the carrier and company contained in Sprint's position establishes that the traditional notion of toll calling still applies to Sprint's end user customers. Do you see that?

A Yes.

Q You agree with that, right?

A Yes.

Q So if that language were not part of the agreement, you would also agree that --

A If -- well, excuse me.

Q If that language were not part of the agreement, the reverse would be true; I mean, Wireless One's position would be true where that definition is not limited to the purpose of establishing charges between the carrier and company?

A Say that differently.

Q On page four, you've established that it was important that for the purposes of establishing charges between the carrier and company, that's lines eleven and twelve of your testimony, is important to your interpretation of what the rules are in this case, which are that access has been replaced by transport and termination, correct?

A Yeah. I'm not sure where you're going. I'm

just -- it's applicable between the carriers and the company. And as long as it's in the MTA, it's local interconnection and not access charges.

Q So if an intra-LATA toll traffic did not include that language that you quoted at pages eleven and twelve on page four --

A You said if an intra-LATA what didn't include the language?

Q If you look back at the bottom of page three, lines twenty-two through the top of page four, line three, and if you take the quoted section --

(At about 2:53 p.m. - Mr. Meyer exited the proceedings.)

MR. ADAMS: (Cont'g.) -- out which you emphasize in your answer page four, line eleven and twelve out of that definition, you would -- you would agree that it's not limited to establishing charges between the carrier and the company.

MR. REHWINKEL: Bill, is your question -- you're asking if that's the only way to state Sprint's position?

MR. ADAMS: I'm just commenting on his answer here.

(At about 2:54 p.m. - Mr. Fox exited the

proceedings.)

THE WITNESS: Bill, I think the testimony is pretty clear. I'm not sure where you're trying to go. Sitting in a deposition, we're dealing with some technical issues and you want to start chopping words in or putting words out, I need to sit down and think about them.

BY MR. ADAMS: (Cont'g.)

Q It's true that the presence of those words is important to your understanding of how the rules work; is that correct?

A Those words are right out of the FCC's order.

Q And the words we're talking about are, quote, "for purposes of establishing charges between the carrier and company," end quote?

A Yes.

Q And if those words were not included in the agreement, then that also would be significant. You included those words for some purpose?

A Yeah. And I don't -- I guess what I'm driving at is if there's some agreement that's sitting out there for some reason doesn't necessarily include those same words, it's not clear to me that I'd come up with a different interpretation of what that means because of the whole context of the process and the

underlying orders that are behind that. I mean, the fact that somebody left a few words out of a contract, either on purpose or accidentally or whatever, isn't going to change my interpretation. I know what the intent was.

Q Okay. But you would agree if you took out that phrase, from the intra-LATA toll traffic definition, at the bottom of three and top of four, what is left is this traffic defined in accordance with the company's then current intra-LATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA.

What that limits intra-LATA toll to is inter-MTA, intra-LATA toll; is that correct?

MR. REHWINKEL: When you say that limits, you mean if it was out?

MR. ADAMS: If the first phrase was not included.

THE WITNESS: Yeah, intra-LATA, inter-MTA.  
BY MR. ADAMS: (Cont'g.)

Q That would be the only areas where intra-LATA toll would continue to apply under that definition?

A Yes.

Q Okay. Thank you. Let's look at page five,

lines two through seven. You say that Wireless One would determine Sprint's local calling area and the rate levels Sprint can charge its customers. Do you see that?

A Yes.

Q It's also fair to say that if Wireless One's position is correct, that it's the FCC that's determined Sprint's local calling area, right?

A Not really. Because it's your option as to where you elect to subscribe to these services offerings. And if there are other carriers out there that don't subscribe to that --

Q Which services offerings are you referring to?

A The reverse toll bill.

Q Okay.

A But it would -- I think it stands on its own. I don't agree that it's the FCC. It's not really. It's talking about your interpretation there.

Q Well, right. But if our interpretation is the correct interpretation, it's the FCC that has done this and not Wireless One, right?

A I disagree because if the FCC had attempted to define intrastate prices and intrastate local calling areas, I think they would have been overturned

by the Eighth Circuit Court like they were on other areas when they attempted to do that.

Q I saw that later in your testimony. That is your non-expert, personal opinion, right?

A I'd say the Eighth Circuit Court's order speaks for itself.

MR. REHWINKEL: Did you mean non-legal expert.

BY MR. ADAMS: (Cont'g.)

Q It's your personal opinion as a non-legal expert, correct?

A Yeah.

(At about 2:59 p.m.- Mr. Meyer entered the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q On page six, lines fourteen through nineteen, you state your understanding of the rule is that Sprint cannot charge access to a CMRS provider to terminate an inter-MTA call, correct?

A Correct.

Q Now, turn to page eight, lines twenty-two through page nine, line two. You see your sentence that reads, "In other words, Wireless One has the option of extending facilities directly to an end office to avoid Sprint's customers local calling to



Wireless One customers?

A Right.

Q Now that you've sat through Mr. Meyer's deposition and Mr. Heaton's deposition and you reviewed their testimony, do you now realize that Wireless One has facilities that extend to Sprint's end offices?

A I knew that, yeah. I mean, but they don't have it to all of them. And that's why they ordered this reverse toll bill option.

Q Are you aware of how many end offices Wireless One has a direct connection to?

A Not really. I don't know that it's relevant.

Q Are you aware that most of these connections are type 2-B connections, which are two-way trunks?

A I'm not familiar with the absolute details of the network. But that's, again, I don't know what the relevance is to that. If there's some relevance to that, help me.

Q Are you aware that Sprint elects not to send any of its land-to-mobile traffic over these type 2-B end office interconnections?

A I'm not -- no, I'm not aware of that. And -- but I can tell you that if they don't, it's because of the way we're doing our trunking and what's most

efficient for us in terms how we trunk that traffic to get it to you. We're going to pay you to terminate that traffic. How we get it to you is our business. That's one of the problems with saying a cell site's an end office. You take the option for us then to trunk directly to a cell site away because it doesn't have the functionality of the end office.

Q In fact, Mr. Heaton has requested that you deliver traffic over those 2-B end office interconnections so that there is no toll charge applied.

A A 2-B is a -- a 2-B is end offices only termination and origination. You can't avoid toll charges by saying that you want to have traffic originated and terminated directly to a 2-B. The Florida Commission developed a lower priced rate for 2-B. I believe it was one cent a minute. But the intent of that was that you would only terminate within the end office and not go outside the end office. That's why the lower rate was applicable.

Q Would you agree that -- let's take a hypothetical here. And let's just pull out one of the maps that's attached to Frank Heaton's testimony. Let's look at Exhibit FJH 1.3. Let's assume we have a Sprint Immokalee end office land line customer calling

a North Naples Wireless One customer. Okay?

A Okay.

Q Is that a toll route under your -- well, that's -- do you know whether or not that's a toll route?

A Off the top of my head, I do not.

Q Let's assume for the purpose of this discussion that is a toll route.

A Okay.

Q Do you know how Sprint terminates the Immokalee -- how Sprint routes that call to get to Wireless One?

A Well, if it's a toll call as you propose, and I don't know exactly, but it would route up from the tandem like all the toll traffic does.

Q And that's the case even though there is a local interconnection at the -- between Wireless One Lake Trafford -- is that what that is?

MR. HEATON: Yes.

BY MR. ADAMS: (Cont'g.)

Q Lake Trafford end office and the Sprint Immokalee end office?

A We said that was a toll route?

Q It's a toll route from the Sprint Immokalee end office to the Wireless One Naples Park end office.

A Yeah. I think earlier, somebody indicated that that was an older office. And I think it's probably been changed out now. But it's possible that that's where we do the recording for the long distance calls. And so we would take it to the tandem to do the recording.

Q Is it possible to deliver that call directly over that end office interconnection so that Wireless One would not be -- so that there is no toll charge for that traffic and Wireless One could carry the call then on its own network and deliver it to its customer?

A What you're telling me is that you have a 2-B in Immokalee, a 2-B tape termination in Immokalee. Is there an NXX there?

Q Well, Immokalee --

A Is there an N -- is there an NXX at the Immokalee switch?

Q Of the party being called?

A A cellular NXX of the party being called?

Q Let's assume that there is.

A If there is an NXX that's there, then effectively, what we would do is we would terminate that to your facilities at that location. Okay.

Q At the end office?

A At the end office.

Q Across the 2-B trunks?

A Yeah, across -- well, whatever. Whatever the trunks are. The T1's.

Q Not back through the tandem?

A Not back through the tandem. That's assuming that that switch has got the recording capabilities and everything else. If you've got an NXX there, we don't need the recording capabilities because there's not going to be any reverse toll bill associated with it. To the best of my knowledge, that's how you avoid toll today is you put an NXX out there at the central office. And that's what we do. We terminate the calls to you. The only reason that that will not do it there is because you don't have an NXX there.

Q Let's talk about that. Let's assume there is no NXX at the Wireless One Lake Trafford end office, which is directly connected to the Sprint Immokalee end office. Okay?

A Yeah.

Q You're saying you would not deliver that call over that same type 2-B trunk group?

A No.

Q Why?

A Because that's not where the NXX is. The NXX is located at -- most likely at the MTSO and we've got

to go through our tandem to get there because that's how you route -- if it was a long distance call coming in to that NXX, it wouldn't go to the Immokalee cell site, it would go to your MTSO. And we have to route the local and the long distance traffic the same. If you put in -- the NXX has got to be there. If --

Q You couldn't -- could you program your Sprint Immokalee end office to deliver all calls to any of Wireless One's NXX's?

A Yeah.

Q Over that end office?

A You're getting beyond my policy expertise.

Q Okay.

A Okay.

Q But the reality of the way Sprint is delivering traffic today, is even though there is a local interconnection in a local calling area, Sprint is routing that traffic back over the tandem and charging a reverse toll charge, correct?

A Because of the way the NXX's have been ordered by the customer.

Q And you don't know whether it is technically feasible to reprogram your switches to deliver all Wireless One NXX traffic over the end office connections?

A If you put the NXX in that end office and you make that a local NXX in that end office, then we can deliver that traffic to you wherever you want it. But you've got to make it a local NXX in that end office.

Q Well, if we make every NXX -- every one of Wireless One's NXX's available at every end office where Sprint is doing -- where there is a direct interconnection between our cellular end office and a Sprint end office, which is type 2-B two-way interconnection --

A There's a 2-B or a 2-A?

Q 2-B would be an end office. 2-A is tandem interconnection. You would be able to do that then?

A I can do the same with you that I'm doing with you today. If you want to avoid the reverse toll bill option, then you have to order an NXX in that local calling area. If it's the type 2-B interconnection, then the NXX has to be in that same central office. Then we'll give you all the traffic within that same central office. If it's outside of the central office serving area, then you're going to need multiple switches to get there. You don't pay a 2-B rate to get multiple switching functionality. It's the same thing you're doing today. If you want to do it more places, then you just have to order more local

NXX's.

Q Why can't you deliver all traffic coming to one of our NNX's at each of our end office connections?

A If you all have an -- if you all have some sort of a special request, put it in writing to me. Okay? And I'll look at it. But this is not an interconnection issue.

Q Well, the reality of the situation right now is Wireless One has extended office interconnections and Sprint is not delivering any traffic over those connections. They are two-way trunks but they're all -- only mobile-to-land traffic is going over those trunks. Are you aware of that?

MR. REHWINKEL: Let me -- I just want to object and ask has that been provided in testimony or made an issue in this case?

MR. ADAMS: If it hasn't, then it will be.

MR. REHWINKEL: Well, I guess my objection is that's not be presented as an issue of interconnection arbitration in this case.

MR. ADAMS: It's a fundamental issue because Wireless One has been paying a reverse toll charge for traffic that Sprint is carrying back to Sprint's tandem at Fort Myers which Wireless One could carry over its own network and not pay



anything.

MR. REHWINKEL: Is that a question?

MR. ADAMS: Well, it's a response to your comment.

MR. REHWINKEL: I just - Bill, I'm just not aware that Mr. Heaton has raised this issue about -- this issue about us not sending traffic over these 2-B trunks. I mean, I guess my objection is I'm not sure this is an issue that's been presented for arbitration.

MR. ADAMS: Well, it's all part of the reverse toll issue.

BY MR. ADAMS: (Cont'g.)

Q But let's move on. Are you aware, Mr. Poag, that Wireless One still would like to have traffic terminated to its end office interconnections providing Sprint can deliver an SS-7 signal?

A Those are two questions.

MR. REHWINKEL: I want to object on the form of the question and the aspect of SS-7 being an issue in this docket.

(At about 3:15 p.m.- Mr. Fox entered the proceedings.)

MR. ADAMS: Mr. Poag testified at the bottom of page eight, top of page nine, that Wireless One

has the option of extending facilities directly to an end office to afford Sprint's customers local calling to Wireless One customers or subscribing to the reversed toll billing. And all of these questions have been with regard to the first part of his answer on lines twenty-three to twenty-five on page eight saying Wireless One has the option of extending facilities.

MR. REHWINKEL: Bill, it's okay for him to answer the question. I just wanted to lodge that objection about SS-7.

BY MR. ADAMS: (Cont'g.)

Q So the question is, Wireless One has extended facilities and Sprint doesn't afford Sprint's customers local calling to Wireless One customers?

MR. REHWINKEL: Is that a question?

MR. ADAMS: And that's --

THE WITNESS: Where Wireless One has extended their facilities and ordered local NXX's, that's where we deliver the traffic. We have to deliver the traffic to the NXX, wherever the NXX homes, that's where we deliver the traffic.

BY MR. ADAMS: (Cont'g.)

Q If it's technically possible to have all NXX's -- all of Wireless One's NXX's reside in all of

the end offices, would Sprint deliver the calls over the end office trunks?

A Well, number one, I don't know if it's technically feasible. And number two, if it was technically feasible, I hadn't considered it.

Q So the answer is no or --

A Don't know.

Q So you will agree, still on the same subject, that Wireless One has extended facilities to many of Sprint's end offices, correct?

A Yes. And where they have done that, they've gotten a local NNX, they don't pay the reverse toll bill option.

Q And Sprint -- where there is a local NNX and a local connection, Sprint today is delivering land-to-mobile calls to those NNX customers over that 2-B end office trunk; is that correct?

A I do not know if they're doing it. 2-B is positioned to be end office only.

Q Correct.

A Okay. So if it's traffic originated within that end office, then I'd say they're delivering it to that.

Q Within the end office, within the Sprint end office; is that what you mean?

A Within the Sprint end office, yeah.

Q Are you aware that Wireless One would accept end office termination rates for traffic terminated over these type 2-B trunks?

A Would you repeat that, please?

Q Are you aware that Wireless One would accept end office termination rates for traffic terminated over these type 2-B connections to our cellular end offices?

MR. REHWINKEL: Do you mean where there are NXX's? Are you asking about on the same line of questions as before?

MR. ADAMS: Right. Any way the traffic can be delivered.

THE WITNESS: Yeah, I think -- I just want to be perfectly clear. I mean, what you're saying is that if we terminate the traffic to a local NXX at one of our end office switches, and you have transmission facilities back to your MTSO, it may be in a ring or whatever, but it still ends up it gets to the MTSO, and then you deliver it to the end office site -- or to the end office site. You have me saying it now -- to the cell site.

MR. ADAMS: Glad you're a convert.

THE WITNESS: Not quite. To the cell site,

then what you would be charging us would be end office call termination and no transport and tandem switching?

MR. ADAMS: Correct.

THE WITNESS: I wasn't aware of that.

BY MR. ADAMS: (Cont'g.)

Q Page nine, lines eight through nineteen. Actually, fourteen through nineteen. Again, you state your understanding of what the FCC has done, which is replace access with transport and termination, correct?

A Correct.

Q What are -- let's turn our attention to your tariffs for a minute. You've provided, pursuant to the notice duces tecum that we talked about earlier today, a copy of your general exchange tariff; in particular, Section A-18, which is titled, "Long Distance Message Telecommunications Service."

A Yes.

Q Can you -- I'm going to hand this to you so you can take a look at it and perhaps refer to that as an answer to some of the questions I'm going to have for you. This has your name, by the way. It says F. B. Poag, director at the upper left-hand corner of the tariff page. Is that you?

A Correct.

Q So you are responsible for the preparation of these tariffs?

A Yeah.

Q Okay.

MR. REHWINKEL: Bill, I want to make an objection. I'm not going to direct him not to answer the question on relevance of any tariff matters other than A-25-G-7. I don't think the discussion of access charges or toll rates are within the scope of arbitration for the PSC at its present position.

BY MR. ADAMS: (Cont'g.)

Q What are the rates -- do you have tariff rates for intrastate, intra-LATA toll?

A Yes.

Q Can you switch to the page and if that's not the right page, can you find the right page setting forth what those rates are?

MR. REHWINKEL: This is A-18, sheet 22.

THE WITNESS: Those are the rates.

BY MR. ADAMS: (Cont'g.)

Q Can you state for the record what those rates are?

A For United Telephone area, the old United Telephone area --

Q And that's the Fort Myers LATA, correct?

A Yes, that would include the Fort Myers area. The initial minute for all mileage bands is 24 cents. The additional minute for the 11 to 22 mile band is 14 cents and then for all other bands for United, it's 21 cents, and they're different rates for Centel.

Q I'm not interested -- only the rates that apply in the Fort Myers LATA.

A And those are the day period rates. And discounts apply evenings and nights and weekends. And I believe those are -- here they are. Discounts nights and weekends are 40 percent and evenings 15 percent, except Sunday evening, and that's 15 percent.

MR. ADAMS: Charles, can I get a copy of those pages to include as a deposition exhibit?

MR. REHWINKEL: Yes.

THE WITNESS: Sheets 22 and 24.

BY MR. ADAMS: (Cont'g.)

Q And do the sheets that you referenced, 22 to 24, that's all that you need to be able to respond to that question?

A What was the question?

Q What are your intra-LATA toll rates for the Fort Myers LATA?

A Yeah, those are the direct dial charges.

MR. REHWINKEL: Just as a matter of logistics, do you want to wait until we get through all this to have these copies?

MR. ADAMS: I'm not saying the whole thing, just those couple of pages.

MR. REHWINKEL: Will there be any more, that's what I'm --.

MR. ADAMS: There might be.

MR. REHWINKEL: What do you want to call this, Exhibit Number 2?

MR. ADAMS: Yeah.

MR. REHWINKEL: Can I put a Post-it on it right now, original sheet 22 and first revised twin 24 of section A-18. We'll get copies.

BY MR. ADAMS: (Cont'g.)

Q And you mentioned earlier that you don't have any -- well, strike that.

I notice on these pages, sheet -- original sheet 22 was effective on January 1 1997; original sheet -- or first revised sheet 23 was effective July 20, 1997, and also first revised sheet 24 was effective July 20, 1997; is that correct?

A I take your word for it. You've got the book.

Q Yes?



A Yes.

Q Why were those rates last revised? For what purpose, what happened?

A What rates?

Q What happened in the most recent revision?

A Looks like they increased two of the rates on page 23.

Q You're saying "they;" is "they" you?

A Product management.

Q But you're responsible for implementing the changes to the tariff?

A We make the tariff change and file the tariff with the Commission, yeah. And then they reduced the amount of the discounts on sheet 24.

Q So the last changes were actually price increases and discount reductions?

A Yes.

Q Okay. What -- how -- tell me the process of how those changes are reviewed by the Florida Commission and how you get approval for those changes.

MR. REHWINKEL: Are you asking him as a non-legal expert?

MR. ADAMS: Sure. That's the only thing he is.

MR. REHWINKEL: Okay.

THE WITNESS: In essence, the tariffs are presumptively valid the extent that there are rate changes. They reviewed those changes to be sure they're in compliance with the Florida statute on the price cap limitations which we're under.

BY MR. ADAMS: (Cont'g.)

Q Is there any service price review or is it just price cap review?

A I don't know what you mean by that.

Q Do those services have to be cost based in some way?

A No.

Q Do you know what components?

A Excuse me. Let me put it this way: In the case of intra-LATA toll rates, they have to cover the access charge. It's an imputation issue so there are some minimum prices that have to be met. And that's another review but which they would also make.

Q The imputation would be imputing Sprint's originating and terminating access into the rates?

A Correct.

Q Okay. What else aside from originating and terminating access is recovered in those rates?

A The cost of billing, the cost of transport and termination. It also includes contributions to

universal service so there's some contribution in there to loop cost.

Q Okay. Anything else?

A Contribution to common cost, contribution to joint cost.

Q But is there any review to see what levels of contribution are being made when you file a revision to the rates?

A No.

Q So the only pricing issues that the Florida Commission would be concerned about is the minimum pricing under an imputation test, correct?

A Well, minimum pricing under imputation and maximum price with regard to the price caps that are in place.

Q Do you know what the originating and terminating access imputation costs would be that are included in these rates?

A No.

Q If we turned to the access tariff and looked at the originating and terminating access, would those be the same figures?

A No.

Q Higher or lower?

A Lower.

Q The tariff rates would be lower than the imputation rates?

A No. The imputation rates would be lower. Let me -- the reason is, is that in doing the imputation test, there are some arrangements whereby you can consider special access depending on the volume of the traffic. And I don't know -- and I haven't looked at that in awhile. It's possible that large customers can use special access as opposed to switched access and so when we make the imputation test, there's some allowance. It allows us to factor in potential for special access.

Q Last Friday, your counsel faxed me a portion of your access tariff. Can you just take a minute to thumb through that? It was represented that your access tariff is a thousand pages long and you don't have a copy available here and Fort Myers; is that correct?

A To the best of my knowledge.

Q The first tab I have marked there is common carrier line originating access, terminating access. Do you see that?

A Yes.

Q Can you tell what the rates are for the Fort Myers LATA?

A Well, the originating access carrier common line rate is 2.58 cents and for --

Q That's per minute?

A Per minute. And then for terminating is 3.36.

Q Now, it's your earlier testimony was -- well, tell me, is the imputation -- are those the rates that are being recovered in the intra-LATA toll?

A Well, with the qualification of with regard to special access, yes.

Q So if you add those together, what is it?

A Yeah. And yeah, these pages, by the way, we had -- new tariffs went into effect on October 1st. So these are -- they're slightly different than what you see here but not much.

Q Are they higher or lower?

A Lower.

Q Okay. I'm just doing some rough math here.

A It's a -- the originating or terminating are just slightly less than six cents.

Q So slightly less than six cents. Are there any other access pieces that you're talking about or is that -- that's the one we're referring to?

A This is just a carrier common line piece. You know what? Maybe we didn't change the carrier

common line piece. I can't remember what pieces we changed now. I'll retract what I just said about the -- we did file tariffs making revisions on October 1st. I can't remember specifically which elements they were. We may not have changed the carrier common line and -- talking about the rate here, this is just the -- again, the common line piece. There are other pieces.

Q What are the other pieces?

A Transport, end office switches, line termination. We've restructured that to, I guess, local switching. I think, in fact, we combined the former line termination and intraoffice switching. We just call it local switching now. We get 1.77 cents.

Q Those are access components?

A These are access components, yes.

Q Let's list those out for a minute. One is carrier common line?

A Carrier common line.

Q Two is loop or --

A I've got something around here that's got them listed out. Hang on for a second. Rather than me trying to go from memory.

MR. HEATON: How's this?

THE WITNESS: Carrier common line, local transport, and it's under the caption of end

office but is says local switching and that was where we combined the line termination and the local.

MR. REHWINKEL: Local switching.

THE WITNESS: There was also --

BY MR. ADAMS: (Cont'g.)

Q Identify for the record what you're looking at. That is what your counsel provided earlier today and in response to the duces tecum request?

A This is the November 2nd, 1994, Walter D'Haeseleer's letter from Sprint. I don't know if you had an exhibit number on this or not.

MR. ADAMS: I would like to mark that as well. We don't yet. Why don't we go through the rest of his testimony, then we can take a break and make some copies.

THE WITNESS: This is yours. You can have that copy.

MR. ADAMS: I'd like to keep a copy and also give the reporter a copy for the record.

BY MR. ADAMS: (Cont'g.)

Q Have you reviewed those sets of documents?

A These? Yes.

Q Are those -- having reviewed that, do you now know the difference -- are you going to refer to a

different document that you started to look for something else?

A I was looking for something like this. I have another section of basically the same thing.

Q So is carrier common line, local transport, local switching and local termination are the three -- four, rather, components of access, correct?

A I'm sorry. I was reading. And if you don't mind, I'll just repeat them. It's carrier common line, local transport, local switching, and there's a ICR -- IRC -- I don't see it here -- which is called area residual call interconnection charge and I don't believe we've done away with that yet. Let me check on the last file.

MR. REHWINKEL: Do you want to just take a break now?

MR. ADAMS: Yeah.

(At about 3:39 p.m. - a short recess was taken. Mr. Fox and Mr. Meyer exited the proceedings.)

(At about 3:50 p.m. - Wireless One's Exhibits 1 through 4 were marked for identification.)

(At about 3:51 p.m. - reconvened proceedings.)

BY MR. ADAMS: (Cont'g.)



Q Let's go back on the record. Before we get back into this, there's some confusion about some of the exhibits. During the break, we've marked some exhibits. The first one is marked Poag Number 2 and it's original sheets 22, 23 -- I'm sorry. Original sheet 22, first revised sheet 23, first revised sheet 24 from section A-18 of the tariff that sets forth the basic rate table for the intraLATA toll service; is that correct? It's a three-page exhibit?

A Yeah.

Q Poag Exhibit 3 is the letter dated November 2nd, 1994 to Mr. Walter D'Haeseleer at the Florida Public Service Commission from Ben Poag. It's a one -- eleven-page exhibit; is that correct?

A Yes.

Q Poag Exhibit 4 is a multi-page exhibit from Sprint Florida's access service tariff starting with original sheet 17, original page 135 through original page 152, first revised page 153, first revised page 154, original page 155 through original page 156; is that correct?

MR. REHWINKEL: And that's from Section E-3.

THE WITNESS: Well, that's Section E-3 and E-6, yeah. Yeah. And these are copies of these. Is that what you all just said?

MR. ADAMS: Yes.

THE WITNESS: We need to give you some updated pages, okay? These pages are -- don't reflect access reduction that we did on October the 1st.

MR. ADAMS: Why don't we, instead of taking time now, do that as a late filed exhibit. But what I would like to do, if that's okay, Charles.

MR. REHWINKEL: Absolutely.

THE WITNESS: There are only about four pages that need to be replaced. And I can just tell you which ones those are, I think. That would be original sheet 17 needs to be replaced with a tariff effective October the 1st. Original page 135, and in particular, what you're looking at there is the E-6.8.1 interconnection charge. That's the only one on that page that we're really interested in. And then page 136, and it's E-6.8.2 six, and then you'd be interested in section C which is your transport and switching elements at the bottom of that page under C. And the final page, and I don't think this rate changed but we'll verify it, would be original sheet -- original page 141, and that's the local switching rate.

But those are the applicable rates on those pages for switched access.

BY MR. ADAMS: (Cont'g.)

Q Is all of that included in Poag Exhibit 4 now with the exception of the updates that you've just referenced?

A What was that fourth tab in there? Yes.

Q Now, let's go through -- I think we've identified --

MR. REHWINKEL: Do you want to identify a late filed exhibit which will be updated Exhibit 4?

MR. ADAMS: Why don't we make that Exhibit 5, the updated one.

MR. REHWINKEL: That's what I mean. Late filed Exhibit Number 5 will be entitled updated Exhibit Number 4.

MR. ADAMS: That's fine.

BY MR. ADAMS: (Cont'g.)

Q Are we ready to proceed? Let's go through each of the components and if you can identify for the record what the current tariffs are, including the updates that you're -- do you have the current updates now, the price changes?

A I've got them over the phone. I've got some

confusion. Why don't we wait until we give you the tariff rates. Just replace the numbers that are on these pages. It's not a significant change. It's an overall five percent reduction.

Q Let's go through all the different access pieces. First identify it and then say what the Fort Myers LATA price would be for that component and what page you're looking at.

A I'm on original sheet 17. And this is the originating price based on -- in effect on January 1, 1997 was .0258.

Q That's for carrier common line?

A Yes, carrier common line. That's originating. Terminating is .0336. The interconnection charge per minute is .010824.

Q Originating and terminating?

A Yes, that's -- it's the same for both. Okay. Tandem switch transport, the tandem switch transmission termination -- this is per access minute, and it's for originating and terminating, is -- there was three zones: Zone one, zone two and zone three. And it's .000180 for zone one; .0002 for zone two; .00021 for zone three. And the facility is per access minute per mile and that is originating and terminating. Zone one, is .000036; zone two, .000040;

zone three, .000042. And tandem switching, and this is per minute originating and terminating, is zone one, .000792; zone two, .00088; zone three, .000924.

(At about 4:11 p.m.- Mr. Meyer entered the proceedings.)

THE WITNESS: And the overcharge is the per access minute local switching charge, that's .0177 originating and terminating.

BY MR. ADAMS: (Cont'g.)

Q Are there any other access components that you didn't identify in that answer?

A Not for switched access that I'm aware of.

Q Residual interconnection charge, is that the rate you mentioned?

A That was the interconnection charge, yeah.

Q Let me give you Poag Exhibit 3, and if you could, turn to the last couple of pages of that exhibit.

Do you see those -- that's somewhat older with rates different than what you just identified, but that's the imputation or it appears to be the imputation test that Sprint would conduct for its intra-LATA toll rates; is that correct?

A Yes.

Q And what that shows is originating switched

access has a per minute of use rate of 6.44 cents?

A Correct.

Q And terminating switched access has a price of 6.66 cents for a total of 13.1 cents per minute of use?

A Yeah, on average.

Q And has that rate overall if you add up the revised rates for each of the components gone up or down?

A It's gone down.

Q Do you have an estimate of what it is based on, the numbers that you just --

A Slightly less than twelve percent.

Q Twelve cents?

A I'm sorry. Thank you. Twelve cents.

Q Why don't we just for purposes of questioning now, let's assume it's 12 cents.

A Okay.

Q So the price for intra-LATA toll that we have on Exhibit 2 is 24 cents for the first minute and 14 cents -- well there's different mileage bands on 24 and 14 for the first or the closest mileage band, correct?

A Yes, 11 to 22 mile band.

Q So if you subtract it out, the 12 cents, you will be recovering 12 cents for other costs for the

first minute and two cents per minute for additional costs, correct?

A If during a daytime call.

Q Right. How about an evening call?

A Well, it would be something less.

Q Do you know how -- what an average call length is --

A No.

Q (Cont'g.) -- in making these calculations, in performing your imputation study?

A That's 2.4 minutes per message conversation time based on this attachment F, page two of two of Exhibit 3.

Q Has that changed from the time of that exhibit to today, do you think?

A I have no idea.

Q Are you in charge or you supervise the preparation of imputation studies?

A We're changing our organization around. Actually, we do this jointly with, I think, the carrier group. I'm involved with it but I don't do the actual imputation study. I review it, if it looks reasonable.

Q You have -- kind of shifting gears now -- direct interconnections with a number of cellular carriers, not just Wireless One, correct?

A Yeah.

Q In a pre-telecommunications act 1996 environment where access -- it's your position that access is still charged, do you have -- you have an access relationship with any of these cellular carriers?

A I don't know what you mean by an access relationship.

Q Do you charge cellular carriers access to terminate mobile-to-land calls and the reverse charge?

A I can't -- I don't know.

Q Why don't you know?

A I just don't know. I'm just not that familiar with all the various interconnection arrangements and what kind of traffic they pass to us and what we pass to them. In my opinion, we generally would not pass them. In my opinion, we generally would not pass them intra-LATA traffic. We would pass our intra-LATA traffic to the IXA.

Q Did you say intra-LATA?

A Yeah. We would pass that to them as a land-to-mobile originator. You're talking about pre-act?

Q Yeah?

A I'm not sure it would make any difference.



We would terminate that to them as a land-to-mobile call. We wouldn't charge access on that.

(At about 4:18 p.m. - Mr. Fox entered the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q The way I understand, you would charge, and let's not -- let's take a different cellular carrier than Wireless One that doesn't use a reverse charge option. That's the assumption we're going to use here. It's a pre-telecommunication act of 1996 environment. You've got one of your wire line customers calling an intra-LATA toll route to a wireless customer. You charge your wire line customer a toll, correct?

A Correct.

Q And the toll would be something like what we just talked about in Deposition Exhibit 2, correct?

A Yes.

Q And then included in the rate that you charge your customer would be originating access and terminating access, correct?

A It's not really included in it, we've basically imputed the average. We haven't put the individual rate elements in there but we said that on average, our rates cover, more than recover that cost,

or recover -- not cost, but those charges on average.

Q Now, let's talk about the carrier-to-carrier relationship. If you send a toll call that is terminated on a wireless carrier, do you pay the wireless carrier terminating access?

A No, I don't believe we do.

Q Why do you believe that you don't do that?

A I just don't think we do.

Q Okay. Do you charge -- so there is no charge on that end?

A Correct.

Q No cost, so to speak, correct?

A I'm -- I don't know what you mean by no cost. There's obviously network cost.

Q Sprint would incur no terminating access cost for that call?

A To the best of my knowledge, that's correct.

Q Let's take the reverse now, mobile-to-land call that would be a toll call under your intra-LATA tariff. Would you charge the wireless carrier terminating access?

A No. We charge a cellular call termination rate which has a pro-rated access component in it, but it's not full access.

Q What do you mean by "full access"? It's not

originating and terminating, it's just terminating?

A Yeah. I think it's just terminating and it's a weighted average of a local charge and an access charge.

Q What do you mean by a local charge?

A Well, there's local call termination charge today or that was in place. And I should know. Basically, we gave you a -- LATA had termination and we assumed a certain mix of local and toll traffic. That's how the rate was developed.

Q And what was that developed for, was that a type 2-A rate?

A No.

Q Was that 3.34 cents per minute?

A That didn't have anything to do with the 2-A or 2-B A. That was traffic -- that was mobile-to-land traffic.

Q Where would that rate be in your tariff?

A Section 25.

Q Mobile interconnection?

A Yeah, the mobile interconnection section.

Q Can you identify where that is?

A In Section A-25, original sheet 23 provides the type 1 and type 2-A, and that's in I-4. And then on original sheet 24, I-6-A is the 2-B.

Q And what are those rates? Can you read those into the record?

A Hang on a minute. Maybe I am getting tired. I may have misspoken earlier when you asked me a question about terminating. You said something about a 2-B and I don't remember, but a 2-B would not be an intra-LATA call termination. It's just to an end office where you all direct trunk to that end office. So that's the one cent charge. That's not the composite rate. The composite rates for what are referred to as the peak or non-discounted usage in the old United or Fort Myers area, was .0334 and the discounted rate is .0234.

Q And that's time of day sensitive; one's day, one's evening?

A Yes.

Q So those are the current type 2-A and type one interconnection rates?

A Correct.

Q And the type 2-B was reduced by the Florida Commission to a penny a minute and used to be the same rate; is that right?

A I don't know that I would -- all of these rates might have changed at the same time. I don't know whether that was necessarily a reduction as much

as it was a recognition of direct trunking to an end office and not only having one switching functionality involved; whereas with the other, you'd have multiple switching functionalities involved.

Q Let's take the 3.34 cent charge. You said that is a composite rate for local and toll on an intra-LATA basis?

A Yeah. My recollection is that rate assumes that 80 percent of the traffic terminates locally and 20 percent would terminate as an intra-LATA-type toll call.

Q Do you know what the local and intra-LATA toll rates that were used in that calculation?

A No, I do not.

Q So to make sure I understand what we're talking about, on mobile-to-land calls that are going over type 2-A or type 1 connections, the charge is 3.34 cents per minute, correct?

A In the peak.

Q Peak.

A Non-discounted usage.

Q And that assumes, in part at least, that there is -- part of that traffic is toll traffic?

A Yeah. The rate was developed that way, yeah.

Q And the toll rate would have been based in

part upon some access assumptions?

A It was -- it was based on access rates, yes.

Q And which access rates?

A The switch access rate that were in effect at the time.

Q Both originating and terminating?

A No, just terminating in this case.

Q Okay.

A I'm pretty sure that was just terminating.

Q Let's say six cents per minute, roughly?

A Well, six cents is an average. Terminating rate is actually a little bit higher but you also, you don't factor in any conversation time on the rate. I don't know whether it comes out -- say six cents, that's close enough.

Q Let's talk about the reverse now, land-to-mobile calling. You would contend, assuming this is a hypothetical cellular carrier now not using the reverse toll option, you would charge your land line customer a toll under the tariff for the intra-LATA call and that would be terminated then on the cellular network, correct?

A Yes.

Q But there's no access charge, there's no terminating access charge, correct?

A Right.

Q So the only imputation that you would have to use for your toll charge would be originating access, correct?

A No.

Q Why?

A Imputation has nothing to do with wireless business.

Q Let's forget imputation then. Let's just talk about your cost structure of the call. And let's assume that it's just a one-minute call and you charge 24 cents to your customer to make that call. You've got an originating access piece of six cents a minute. Let's just assume for argument's sake, correct?

A No, I don't agree with you. The imputation has nothing to do with those rates. Imputation -- imputation has nothing to do with what's contained in those rates. Imputation is simply a test. It's a test that we have to make to show that our intra-LATA toll rates are not lower than our interexchange carrier's cost of access.

Q I understand that. Thank you. Let's just --

MS. CULPEPPER: Excuse me.

MR. ADAMS: Yes.

MS. CULPEPPER: Bill, I'm sorry. This is Beth. I was wondering -- I'm starting to lose you just a little bit.

MR. ADAMS: Let me swing the phone around. Is that better?

MS. CULPEPPER: Yeah, that's better.

MR. ADAMS: Sorry about that.

BY MR. ADAMS: (Cont'g.)

Q Let's not talk about imputation then, let's just assume that the access cost is what is in your tariff and that that recovers costs for whatever access is deemed to recover. You've got other pieces of your network, right, that also have a cost like the transmission, the billing. You've identified some of those things before, correct?

A Yeah. I'm not -- you're losing me, Bill. I'm --

Q Okay. I'm just trying to get an understanding of the costs of the call and we're assuming this is a one-minute land-to-mobile intra-LATA toll call. And that charge to Sprint's customer is 24 cents for that call. Sprint, you've already said, does not pay any terminating access on that call, correct?

A Yes.

Q So we're going to subtract -- well -- but



there is originating access that Sprint has to pay itself, so to speak, as the local exchange carrier, correct?

A No.

Q Why do you disagree with that, back the imputation issue?

A We don't have to pay ourselves. And also on the terminating side, you know, we still provide that functionality. If it's -- particularly if it's a type 1, we still transport it and we still provide the end office switching and then we pass it off to you. So for all practical purposes, we've provided all the access elements in delivering that call to you.

Q What I'm trying to get to, is there some way to calculate the revenue that Sprint would receive from this hypothetical call without the access piece in it?

A Well, truthfully, Bill, quite frankly, I'd rather you didn't take the reverse toll on because when my customer makes a call, I get 24 cents for it. When I provide that services to you, I get 5.88 cents. Plus, in addition to originally recording it for that customer, I've got to turn around now and I've got to convert it to access. I have to screen all those bills to determine anybody that made one of those calls. So I've got a tremendous amount of additional billing and

processing work that I have to do to give you that reverse toll bill option. So there are a lot of costs involved there that I don't recover through the access charges.

Q Okay. I don't know that that was responsive to the question.

A It's a fact, though.

Q Well, if we assume the cost of originating access is the imputed price of six cents, that leaves 18 cents per minute to recover other aspects, correct?

A If you take 24 cents and you deduct six from it, that leaves 18 cents.

Q Would the 18 cents represent the revenue to Sprint -- strike that.

May I see the mobile tariff? Does that -- is this tariff current, this section A-25?

A As far as I know, it is, yeah.

MR. ADAMS: Charles, can we get a copy of this before we leave today?

MR. REHWINKEL: Sure.

MR. ADAMS: What time is it.

MR. REHWINKEL: It's 4:38.

(At about 4:48 p.m.- Mr. Fox exited the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q Let's switch to reverse option now for a minute. Let's talk through the reverse option rate which is part of the A-25 tariff we talked about earlier today in Mr. Heaton's deposition. Were you here for that testimony?

A Parts of it. I know what you're talking about.

Q Can you describe how that rate was calculated?

MR. REHWINKEL: Bill, are you asking for the way it is today?

MR. ADAMS: Well, I think we -- one of the exhibits is cost justification for it.

BY MR. ADAMS: (Cont'g.)

Q Has the rate for reverse toll changed since Poag Deposition Number 3 was prepared?

A I'm sorry?

Q Has the rate changed for reverse toll since Exhibit Number 3 was prepared?

A No, not since the change made with this filing.

Q Right.

A Okay.

Q Now, can you answer my prior question?

A The rate was -- the additive of the

originating switched access charges on attachment F, page one of two, which consisted of the carrier common line at .0258, the local transport at .0153, the local switching at .0098 and the line termination at .0079, for a total of .0588.

Q Some of the rates for the access imputation have gone down since this filing; is that correct?

A Well, access rates have gone down, so the imputation has changed.

Q Has Sprint considered lowering the reverse charge option?

A No.

Q Why?

A For what I explained before. You're already getting a discount over what I would get if I was being paid by the end user customer and yet I'm generating more costs for billing and recording and screening. I have to go through every one of those customers that make on of those calls and take that out of their billing and then turn around and rebill it as an access minute. So we do -- we have to do a front end processing screening of all those accounts.

Q The total of the originating switched access components that you just identified is 5.88 cents per minute of use, correct?

A Correct.

Q So the price of the reverse toll was set at the originating access imputed price, correct?

A Well, it's not the -- that's just the -- it's not an imputed price. That at the time was the rate elements.

Q Okay?

A Okay. You use those rate elements to develop the imputation proof.

Q Okay. Now, you testified earlier in today's deposition and also in your pre-filed testimony that your understanding is that the FCC has eliminated access on an intra-MTA basis between Sprint and Wireless One, correct?

A Yes.

Q That would include both originating and terminating access, correct?

A Yeah. You would only be talking about terminating access. Because you terminate a call to me and even though it would be an inter-exchange toll call, normally, I would only bill you local interconnection. Same thing as when I complete a toll call to you, you bill me terminating access. So it's not an originating scenario.

Q I'm not sure what you're saying, you and me?

A You're Wireless One to me and I'm Sprint to you.

Q Your say land-to-mobile, go back over that. I wasn't sure I was following what you were saying.

A We are not in -- in reciprocal compensation, you pay for call termination, not call origination. That's the only point. It's not an originated -- there are not originating charges. There are terminating charges between the carriers for this reciprocal compensation. Just like when -- if you -- if there's an area where you don't have the reverse toll bill option, I'm going to charge the customer -- I'm going to charge my customer for that toll call just like you're going to charge -- or Wireless One is going to charge for the usage on a cellular call. Then we're going to pay each other terminating access. As long as it's within the MTA, then we would pay based on local rather than access long distance or access charges. Okay. That same call to another telephone company or to another exchange carrier, because they can handle intra-LATA traffic, I would charge them access charges.

Q Originating access?

A Terminating.

(At about 4:46 p.m. - Mr. Fox entered the

proceedings.)

BY MR. ADAMS: (Cont'g.)

Q You would agree that your understanding is that access has been eliminated on intra-MTA wireless relationship between a land line and wireless carrier?

A For reciprocal compensation purposes, yeah.

Q That would include originating and terminating?

A I'm struggling with where you're coming up with the terminating -- I'm sorry -- the originating. I'm not aware of an instance. You know, if it originates on your network, then you're -- it's your network and you're charging your customer usage charges for that. If it originates on my network, I'm charging my customer usage charges for that. I'm paying you local interconnection rather than access to terminate it.

Q Well, I would think -- I think of originating access in that context as paying yourself under an imputation philosophy. Because as a local exchange carrier, obviously, you have monopoly power. Well, that's a different discussion.

MR. REHWINKEL: That was just a comment, not a question?

BY MR. ADAMS: (Cont'g.)

Q Well, I think it's a semantical difference. Correct me if I'm wrong, I'm thinking of originating access -- let's just take a specific example. Sprint sending a land-to-mobile call to Wireless One which is an intra-LATA toll call under your state tariff. You are charging -- well, here we're talking a reverse toll. Let's say you're charging your customer 24 cents for that call.

A By the -- that's not relevant because there are also local calls that I charge my customer. That's the 25 cent message plan. Those are local calls. They have nothing to do with access. So it's, you know, it's a local interconnection.

Q Those 25 cent calls are outside of the local calling area though, correct?

A No.

Q They're inside a local calling area?

A Yes.

MR. ADAMS: Let's take a break for just a couple minutes. Do you mind?

MR. REHWINKEL: Okay.

(At about 4:50 p.m. - a short recess was taken.)

(At about 4:54 p.m. - reconvened proceedings.)



BY MR. ADAMS: (Cont'g.)

Q Let's go back on the record. I'm not sure I understand the 25 cent untimed local call option that you were just referring to. Can you tell me how that works?

A It works the same way the toll does. It's just those are -- it's a different jurisdictional definition.

Q Those are intra-LATA toll routes under your state tariff where you charge that?

A The -- there are routes where if they go to the -- they can go to the carrier to place a call and they could basically pay a toll call.

Q Who is the carrier?

A Interchange carrier. I'm sorry. But under Statute 364, they determined those to be local calls if they were in effect before July 1, 1995.

MR. REHWINKEL: Just for the record, that would be or ordered as a result of a docket that was before that day.

THE WITNESS: That's in the statute. Okay. Excuse me. I see what you're -- yeah. I don't think I've got my 364. I don't have that with me. But it's in Florida Statute 364.

Here it is. This is 364.02 definitions,

subparagraph two: Basic local telecommunications service. I won't read the whole thing. For a local exchange telecommunications, such term shall include any extended area service routes and extended calling service in existence or ordered by the Commission on or before July 1, 1995.

BY MR. ADAMS: (Cont'g.)

Q So that's kind of an alternative to extended area service?

A It's the 25 -- ECS is the 25 cent routes. All of those are in Section A-3, which is our local exchange tariff.

Q Okay. Let's go back, kind of switch gears again. Go back to page ten of your testimony. On page ten, lines thirteen through fifteen, you say, Sprint is willing to compensate Wireless One if Wireless One actually provides tandem switching and transport or an equivalent facility and functionality. Do you see that?

A Yes.

Q So if the Florida Commission in this arbitration were to agree with us; that is, Wireless One, that our cellular end offices perform equivalent function to Sprint end offices, you would agree that we are entitled to tandem switching and transport

compensation?

A No.

(At about 4:58 p.m.- Mr. Fox exited the proceedings.)

THE WITNESS: Because if this -- if you were to really provide the same functionality --

MR. ADAMS: I'm assuming that in the question.

THE WITNESS: Okay. But I'm saying, if you're telling me you can provide that same functionality, then I can terminate at your cell site.

MR. ADAMS: Yes.

THE WITNESS: For my calls.

MR. ADAMS: I'm assuming that too.

THE WITNESS: In which case, I don't have to pay you tandem switching and transport.

BY MR. ADAMS: (Cont'g.)

Q Understood. I'm saying you pay us. If you're going to terminate a call at our tandem, you would choose to send your calls to end, office is what you're saying?

A Correct. I would -- you don't have a 2-B offering for me because your cell sites don't have the same functionality. So you want to come to me and you

want to order a 2-B, and I come to you and I say, I want to order A2-B from you. Don't have it. Because you don't have the same functionality.

Q Are you aware that Frank Heaton has asked for that?

A That's not what Frank Heaton has asked for. I'm not talking about me terminating traffic to him at my end office, I'm talking about me terminating traffic to him at a cell site.

Q At a cellular end office?

A To be terminated at that cell site via the RF frequencies to a cellular user without going through the MTSO.

Q Why would Sprint care whether it gets to go through the MTSO or not if we are just charging an end office termination rate for all of that Sprint traffic?

A I guess from a compensation issue, if that's what you want -- well, if you're willing to do that, what difference does it make? Why are we going through this proceeding? If that's your position, then if you want me to terminate to your MTSO and just charge me -- and that's what we're doing anyway. That's what we're proposing to do. So we accept your offer. This issue is off the table.

Q Well, one of the other issues would be you

have to deliver an SS-7 signal and that's why that issue comes back in.

A You can get SS -- our signal control point is in Altamonte Springs. It's got -- that's where we interconnect with it. That's where people in Tallahassee come to interconnect with it. That's where our signal control point is. There's two of them because we've got redundancy and you have access to it. Now, I know we do have an issue with you on giving you SS-7 down to the end office. But -- and I don't know -- but that's a technical issue because of the type of trunking. It's not that we can't give you SS-7 signalling. And it would --

Q Do you know --

A It would -- and where you want that is at the MTSO, not at the cell sites.

Q Do you know whether Sprint can deliver SS-7 signalling to the cellular tandem office and deliver voice traffic for the same calls to cellular end offices?

A We can -- when you say cellular end offices, you're talking about cell sites?

Q Right.

A We can deliver the traffic to you. You can't terminate it though.

MR. HEATON: Why don't you let us have that problem. You don't have to worry about our ability to move the call.

MR. REHWINKEL: Let me object. Wait.  
Let's --

MR. ADAMS: It's not your turn.

MR. REHWINKEL: It's only between Mr. Adams and Mr. Poag.

THE WITNESS: I'm not talking about delivering traffic to a cell site to interface with your transport facilities. I'm talking about delivering traffic to a cell site which has the switching capability to independently terminate that call. Okay.

When you say you want this at a cell site, I think you're talking about it being -- because that's where you got transport facility, you can take it from there to the MTSO. That's not what I'm talking about. I'm talking about when it goes to that cell site, doesn't go anywhere else and it terminates at that cell site.

BY MR. ADAMS: (Cont'g.)

Q But my question is, why do you care if you are only going to pay end office termination rates for all Sprint traffic terminated at a cellular end office,

you're going to pay 3.3 cents -- or point -- whatever the rate is.

A That's not the rate for reciprocal companies.

Q No, it's --

A I don't remember what it is either.

Q It's in Frank's testimony. It's not important for the question. But why do you care?

A Well --

Q If you have an option of delivering traffic at a lower price to interconnection, why do you care how we route or terminate the traffic?

A That's the whole point. I mean, that's what our position is. Our position is that you just bill us end office because that's the only functionality that you provide. I mean, you're the one -- I mean, Wireless One is the one that's saying we have to pay transport and we have to pay tandem switching.

Q That's when you deliver traffic to our wireless tandem, correct. Wireless One's position has been when the traffic comes from Sprint's Fort Myers tandem on Lee Street through the DS-3 to Wireless One's South Fort Myers tandem and then goes through our network, that you have to pay a tandem switching transport and end office termination rate.

A Yeah.

Q When you deliver to a cellular end office, on the other hand, you would pay an end office termination rate. It depends on the functionality that's provided. Do you not understand that?

A No, I do not understand that. Because when I deliver traffic to your cell site -- let me ask you this: I'm sorry. But if -- I've got to understand the question. Okay. When I deliver traffic to that cell site, where does that traffic go?

Q It terminates on our network.

A More specifically.

Q Why does that matter? Why does that matter to your response?

A Because I need to understand exactly what you're talking about.

Q You were here today for John Meyer's testimony, right?

A We didn't talk about this earlier today.

Q Okay. It's my job to ask the questions here.

A I know it's your job to ask the question. My response to you, unless you can tell me specifically the routing of that traffic, and I don't mean assumptions or hypotheticals, I mean, very explicitly, this is where it's going to go to and from, then I can



respond to your question.

Q Well, let me try to ask the question in a slightly different way.

If Wireless One agrees to charge Sprint end office termination rates, and let's just pull that out of the agreement here. It's .3587 cents per minute of use for all traffic that Sprint terminates to a cellular end office, why do you care what happens to the traffic inside our network?

A If that's what you're going -- if that's what you're going to charge me, then I probably don't care what's going to happen to it in your network. The problem that I have with this is that I don't think it's consistent from a pricing philosophy perspective and that was the point that I was trying to get to.

You're going to use more elements to terminate that call than you are one that I terminate to the MTSO. Okay. And I would not, quite frankly, want to enter into any kind of an agreement with anybody that had -- I would try not to anyway -- to have some inconsistency in pricing philosophy. Because I think you're going to set yourself up down the road for problems. And so I would try to establish, you know, a policy and stick with that policy and have that policy be consistent; that policy when you terminate

traffic to me or when I terminate traffic to you.

Q The problem with the policy that Sprint sees is Wireless One is put at a competitive disadvantage for every minute of traffic that is interexchanged because we would be paying Sprint .7954 cents for every minute and Sprint would be paying us .3587 cents for every minute and so there's a net outflow of cash, correct?

A No, that's not correct.

Q Why, what is incorrect about that?

A Because you can direct trunk and use 2-B connections so that you only pay the .003587. You don't pay any transport, you don't pay any tandem switching because my end office has the functionality to allow you to direct transport to it to terminate your traffic.

Q Can Sprint end offices receive the SS-7 signaling that we are delivering?

A I'm not familiar with the details of the discussions that you all have had on the SS-7. And conceptually, I mean, I don't know of any reason why we can't. I know that we do it with 360 in Tallahassee. Because I get caller ID delivered with my services in Tallahassee and I cannot imagine why we cannot do it down in Fort Myers. There may be some technical issue

but I think it can be overcome.

Q So if the other Sprint personnel have told Wireless One they cannot pick up a SS-7 signal at the end office, you don't know what the basis for that opinion is?

A Well, you have to go to the STP to pick up SS-7 and the STP's are in Altamonte and --

Q I'm talking about delivering mobile-to-land SS-7 signals through the end office connections.

A Once you're interfaced -- this is not my area of expertise. But once you're interfaced with the STP and the SCP and those units, they are all interconnected all back to all of our end offices. That's how all of our end offices have access to it.

Q So you're 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 package switching network. Absolutely.

Q Do you -- are you aware that Sprint's local closest STP to Fort Myers is in Altamonte Springs, Winter Park?

A Yes.

Q And are you aware that Wireless One has to pay to haul that signal down to Fort Myers?

A And we have to pay to provide the facilities to get it down to Fort Myers for our offices too.

(At about 5:13 p.m.- Mr. Fox entered the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q So it's correct then to say that you cannot provide SS-7 signaling directly at your Fort Myers tandem or at any of your Fort Myers LATA end offices?

A I'm going to -- again, whether we can or can't do that, I mean, I'm not sure. I know you have to do some different trunk configurations. And if those trunk configurations haven't been done, you can't get SS-7 directly. I still don't think that avoids you having to go to -- you have to go to an STP somewhere to get into the system. We don't have STP's at the end office.

Q Back to your testimony now, page thirteen. We come back to some of the features of Sprint's network that you identified earlier this afternoon, like host switches, remote switch served by the host and again at the subscriber line carrier nodes. Do you see that at lines ten through twelve?

A Yes.

Q Can you identify what each one of those pieces of equipment does on Sprint's network?

A No, not in great detail. I mean, you know, the host -- and they come in different configurations depending on who manufactures it. But the host would effectively be the big switch processor that would control some of the remote switch functions. But the remote switch in most cases, can originate and terminate calls. If the umbilical were taken down between the remote switch and the host, the remote switch could still continue to function and complete calls as long as they were originated within the remote switch serving area.

Beyond the remote switch, you would have subscriber line carrier units. You'd have cross boxes. And these are essentially loop functionalities that make the final connection to the end user.

Q Is there any intelligence in those --

A In the subscriber line carrier there is intelligence.

Q What does it do?

A It basically serves a concentrator functionality on the -- what we call the feeder side of the subscriber line carrier going back towards the host or remote. You would have, for example, two T1's or three T1's or four T1's. But on the -- what we call the distribution side, which would be where you take

the copper pairs out into the subdivisions, you'd have maybe 400. It would be whatever your cable sizes run. You could have 400 pair of cable, you could have 900 pair of cable. Since all of the 900 pairs aren't going to be in use at the same time, you don't need 900 pairs running back to the central office. So the subscriber line carrier effectively establishes the final link between the serving switch and the customer's premises. So it's a concentration and selection function. It is not a switching function like you have at the remote.

Q So it might be something like a repeater on a wireless network?

A No, it's not a repeater. It's probably more like what a cell site does. It makes that -- in your case, you're making that RF connection to the fixed facility going back to the MTSO. In our case, both sides are fixed but you still make that final connection at that subscriber line carrier. In our case, it's a little simpler because the mobile guy's not moving around, but it's still a concentration and a connection or a routing function.

Q What is a connectivity to these line concentrators at the serving switch?

A It varies depending on whether they're a

single-ended or a double-ended type of subscriber line carrier. I think the single-ended would be line control module. And there would be line cards on the field side of the subscriber lane carrier. There would be a line control module facing back to the switch as well.

Q What kind of equipment do you -- what brand name do you use for this?

A Northern Telecom and AT&T -- or excuse me -- Lucent. Those are two of them. There may be more.

Q I think it would be helpful to have you answer the same kind of questions that your counsel asked of Mr. Meyer.

Does a land-to-mobile call going over your network terminating on Wireless One's network, what pieces of equipment and functionality happens in that process?

A Are you talking about on my end?

Q Land-to-mobile call. Yeah, to the point where you deliver it to Wireless One.

A Well, I guess it depends on where the interconnections are. If it's in a 2-B scenario, it could --

Q Do it both ways?

A If it were in a 2-B scenario where we were



sending two-way traffic, it would be from the telephone in the subscriber's premises back over a loop local distribution facility to possibly a cross box or a subscriber line carrier to possibly a remote switch. Back to the host, and then I guess that would be the hand off for that. It would -- here again, it's going to depend on what kind of office where we have -- where there's a 2-B connection.

Q In what sense?

A In other words, I presume on 2-B's, there's probably going to be a hose office rather than a remote office for interconnection purposes.

Q How about a call that's routed back through your tandem?

A There would be the same -- basically the same scenario. Once you get to the host, you would go to the tandem and then you would pass it off at the demarcation or point of interconnection and it would go to the MTSO.

Q Now, going back to the local distribution, I believe you called it, the loop. The loop can have these different things that you've identified: A cross box or subscriber line carrier, correct?

A Correct.

Q Would you consider a remote switch to be part



of a local loop?

A Generally, in the historical terms, no. But in the unbundled network elements environment, because you can't get an unbundled -- I guess you can get it there. In some cases, we know we're going to have colocation at the host. When we've got colocation at the host, then we consider the loop to be everything from the host out. Because that's the part of the facility that we're going to have to provide.

I would say in some cases -- in the old traditional world, I would say that the remote is not part of the loop. But in the newer environment, I think there's going to be some cases where it's actually going to be included, at least, in terms of the distance from the host to the remote as part of the loop facility.

Q It would be conceivable that one of the customers of yours could have a direct connection to an end office, what you're calling a host office, right?

A Absolutely.

Q So there might not be any other pieces in the network between the subscriber and the end office?

A Correct. That's correct. Yeah.

Q Can your tandem switch deliver a call directly to a customer without any other equipment?

A The 200 does not provide line -- what we call line side interconnection capability. We do that in the Avon Park scenario but that's a special 200/100 hybrid switch. So I guess with special arrangements, I would say yes. But generally, no. That's the exception rather than the rule.

Q What else do you have in Fort Myers here on Lee Street? You've got a -- you said a DMS-200 earlier. Do you have an end office here also that's colocated?

A I do not know.

Q You must have some sort of end office here.

A Absolutely. There is a serving end office but they're entirely separate units.

Q Do you have any tariff definitions for any of the pieces of the network that you've just described?

A No. Those are not rate elements, per se, that go into the tariff.

Q There's no definition?

A There's not a charge. At least, there's not now. There may be as we get into additional unbundled elements. Currently, I don't think -- we do have loops in our local interconnection tariff. And then you've got the usage rate, the local switching, the transport, the tandem switching, but that's not the total unit

that's paying for a piece of it at a time.

Q What does a cross box do?

A A cross box basically helps you make more efficient utilization of pairs. It's kind of -- it's kind of a hard-wired concentration sort of an arrangement. If you've got -- let's say, three 200-pair subdivisions that you're serving, and you would bring those -- and since you're not going to be using all 200 pairs for each one of those -- out of each one of those cables, then you'd bring it back to a central location. And then coming into that location, you might have, again, 400 pairs going back to the central office. So you take the six -- some of those unused pairs in those cables and condense them down so that you've got a full cable -- hopefully not too full -- 85 percent full, going back to the central office or the end office.

Q Are those just metallic lines or is there any kind of intelligence in that unit?

A To the best of my knowledge, those are just hard-wired metallic lines unless they came out with something new recently. Like I say, I've been away from this for a little while. I mentioned that they are hard-wired. They're hard-wired but you can go in if you need to get another pair to a particular area,

then the installer can go to that cross box and they can real easily rewire so that you get the additional pairs that you need one way or the other.

Q Are the metallic wires simply spliced together?

A No. There are terminals on both sides. You've basically got to -- it's almost kind of like a pegboard arrangement, except you go in and you tie the wires down on actual terminal blocks. But you can take them off and tie them down to a different one if you need to.

Q Are there any other pieces that we haven't talked about of your network?

A Those are the major pieces. I mean, they're -- like I said, there are repeaters, channel bank termination equipment and things like that throughout the network.

Q But it's your opinion that a cell site is functionally similar to a cross box?

A No, that's not what I said. I said a subscriber line carrier.

Q And can you -- what are the similarities there?

A Both of them make the final connection between the end user and the fixed facility going back

to the switch where the actual connection is made. Where the connection from one person on the call is made to the other person on the call, whether that be another cellular carrier or whether that be a land line customer.

But it effectively -- the cell site effectively is the connection of what I'll call a flexible loop. In other words, because you've got people out there that are moving around, that last piece of the loop is not really assigned to an individual user, but it's shared among many users. And all of the technology and things that you all have talked about is being there to make the cell site connection. That effectively just completes the loop.

Now, it's the same thing that the subscriber line carrier does. It completes the loop. When somebody picks up the phone, and it goes through that subscriber line carrier, then it finds a vacant path back to the end office.

Now, you have a more complex arrangement with the cellular scenario, but effectively, that's all you're doing, is you're completing that loop back to the end office.

Q Can your -- I think you've already answered this, and I believe you previously testified that your

network can operate without a subscriber line carrier node, correct?

A Correct.

Q Do you know, can a cellular network operate without a cell site?

A No, they can't. And I can't operate without wires and without terminal pedestals either. We've both got to have certain pieces to make it operate. The subscriber line carrier just functionally, except for the mobility issues, makes the same type of a connection that's made at a cell site.

Q Do you have a DS-3 connection at your subscriber line carrier node?

A If it's a big enough one, yes, we can do the DS-3 to it, yeah. I don't know what the sizes are. But the DS -- you would -- I don't think you'd take a DS-3 all the way to an individual subscriber line carrier unit. I don't think you'd do that to cell sites either. You may carry it there and you may pick up and you may drop pairs there. You mux and demux (phonetic) there. But then you take it on that ring on around somewhere else. We do the same thing but we do it with fiber optics. You're doing it with microwaves.

Q You do it at your end office?

A No, we do it to the subscriber line

carriers. In some cases, we go all the way to the customer's premises.

Q With what?

A With fiber optics and SONET ring technology.

Q Those would be business customers?

A Yeah, they would be business customers.

Q Where you have a T1 connection?

A Generally speaking, it's more than a T1.

Several T1's and maybe a DS-3.

Q What does a pedestal do?

A A pedestal is what you see out here in somebody's yard, and where the cable TV folks have one and we'll have one. That's where you, generally speaking, have a looped up cable that terminates on a terminal block. And from that terminal block, you have the individual drop wires that run to the home or businesses. It's on an -- if it's an apartment complex, it might be a bigger unit on the back of the building or it could be inside.

Q Does that provide any functionality then other than -- would you consider that part of the loop?

A Yes, that's part of the loop.

Q So that's just pure distribution?

A Yes.

Q So that would be comparable to our radio

frequency, the RF signal?

A I would say that in -- I can't get a comparability of that to -- I mean, that is purely a hard-wire wire line element. But it would be -- and you don't have the same thing. You've got different things. You've got different things, probably more complex things. But it would be part of that RF signal. It would come in that area.

Q Would you consider the cross box to be part of the RF signal equivalency?

A I'm having trouble. There are different technologies out at that point and I don't consider a cross box RF technology. But let me put it this way: If you --

Q Do they serve an equivalent functions, I guess, is the question?

A I don't think you have -- I don't think you have that same -- you don't have that same function, in my mind, in the wireless. Because you're doing that through electronics. You're doing that through the base station controller and --

Q Would the subscriber line carrier be the functional equivalent of the RF distribution?

A I would say that that performs a similar connection function as a cell site does. In other



words, if the cell site -- you're out there doing all of this registration and identification and signal strength and those kind of things, but at some point in time, you're going to get that voice call or data, whatever, you're going to get that transmission over that RF signal to the cell site to a T1, going back to the MTSO. It's going -- the cell site is going to make that RF connection to that T1 going back to the MTSO. The MTSO is going to --

Q Yeah, I understand your testimony on that point. My question is more limited. I'm just talking about functional equivalence of the RF or radio, our wireless loop, so to speak. And the question is specifically, is a subscriber line carrier the functional equivalent of the RF signal, does it serve the same functionality?

A And you're saying the RF signal and I'm saying it's not a functional equivalent of the RF signal. It's that equipment that you have at the cell site which makes a connection of that RF signal to the fixed facility going back to the MTSO. So it's more than -- it's not the RF, it's that connection functionality.

Q Your testimony is that the cell site is the functional equivalent of the subscriber line carrier

node, correct?

A Where are you referring to my testimony?

Q Page thirteen, lines seven to thirteen.

A I think I'm very explicit there in what I just stated twice. And what this says, and that is that the cell site is the final link to the subscriber and so is a subscriber line carrier.

Q Okay. I'm just being more specific than that. And the testimony is that a subscriber line carrier is not like our -- it's not the functional equivalent of our RF signal; rather, it's the functional equivalent of our cell site. That's your testimony, right?

A My testimony is that it is like the cell site, it's the final link to the subscriber.

Q So yes?

A Well, you keep bringing in RF. I'm just saying it doesn't replace the RF or anything like that.

Q That's what I said.

A Your RF is like my distribution wires. That's separate and apart from the subscriber line carrier.

Q I'm just trying to find out in the pieces of the network that you've identified here today, what is your understanding of which piece is the functional

equivalent of which piece of our network. And I think we've established that the cross box is the functional equivalent of the RF signal, our wireless loop, was your earlier testimony?

A If I didn't -- I hope that's not what I said. I think I suggested that I struggled with making that analogy. Okay.

Q I'm just going to tell you what I'm going to do. I'm going to go through each one of these pieces and ask you the question: What part of the cellular network is the functional equivalent of each piece. Let's start with the cross box.

A I don't think --

Q Let me back up.

A Yeah. If I had somebody that was sitting at the cross box and changing pairs on demand like in a patch board, then that would begin to look like the connection functionality that's made at the cell site. It would be connecting distribution pair on the distribution side to feeder pair or fixed facilities going back to the end office on the other side. The only thing is that's hard-wired. So I was struggling to make that analogy. Okay. I didn't think it was a fair analogy.

Whereas with the subscriber line carrier, the

subscriber line carrier does it on a real time basis, the same as I perceive that it happens on the cellular side. So I think that is a more realistic comparison of the functionality in that both of them make the final connection from the end user, in your case, radio frequency, to the fixed facility; in our case, distribution facility to the fixed facility.

Q Okay. But you would agree with respect to subscriber line carrier that that is not an essential component of your network, that you can have a direct distribution link to your end user without having that piece of equipment in it, correct?

A Absolutely.

Q And I think you also testified that a cell site is an essential piece of equipment. You can't deliver a cellular call without a cell site, correct?

A That's correct.

Q That's all I'm asking. Is a line concentrating module a requirement to produce a call to an end user?

A No.

Q Why?

A I'm not -- you know, my background has been outside plant engineering, not necessarily switching. And I don't know -- I don't believe that with all types

of switches you have to have any kind of a line concentration. You might have a line control module but not necessarily a line concentration.

Q You would have to have one or the other, line concentration module or line --

A I'm not sure. I don't know.

Q That's beyond your expertise in this area?

A Yeah.

MR. REHWINKEL: Can we take a break, Bill, so I can find out how much longer they're going to be open here?

MR. ADAMS: I don't think I've got a whole lot more.

(At about 5:44 p.m. - a short recess was taken.)

(At about 5:48 p.m. - reconvened proceedings.)

MR. ADAMS: I think I am done. I don't have anything further.

MR. REHWINKEL: Okay.

(At about 5:52 p.m. - deposition concluded.)

1 STATE OF FLORIDA  
2 COUNTY OF LEE  
3

4 I have read my deposition, and the same is true  
5 and accurate, save and except for changes and/or  
6 corrections, if any, as indicated by me on the  
7 correction sheet hereof.

8  
9  
10 F. Ben Poag  
11 Date 10/24/97

12  
13  
14 The foregoing instrument was acknowledged  
15 before me this 24th day of October, 1997, by  
16 F. Ben Poag, who is personally known  
17 to me or who has produced  
18 as identification and who did take an oath.



Nellie D. Hamrick  
MY COMMISSION # 00001942 EXPIRES  
October 18, 2000  
NOTARY PUBLIC, STATE OF FLORIDA

19 Nellie D. Hamrick  
20 Notary Public, State of Florida  
21 My Commission No.: 00591942  
22 Expires: 10-18-2000  
23  
24  
25

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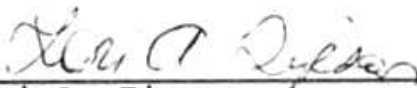
## CERTIFICATE OF OATH

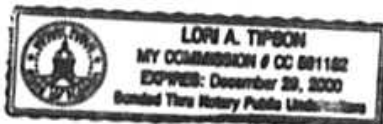
STATE OF FLORIDA

COUNTY OF LEE

I, the undersigned authority, certify that F.  
B. POAG personally appeared before me and was duly  
sworn.

WITNESS my hand and official seal this 21<sup>st</sup>  
day of October, 1997.

  
\_\_\_\_\_  
Lori A. Tipson  
Notary Public - State of Florida  
My Commission No.: CC-581152  
Expires: December 29, 2000





## REPORTER'S CERTIFICATE


STATE OF FLORIDA

COUNTY OF LEE

I, Lori A. Tipson, Court Reporter and Notary Public in and for the State of Florida at Large, certify that I was authorized to and did stenographically report the deposition of F. B. POAG; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in this action.

DATED this 21<sup>st</sup> of October, 1997.

  
Lori A. Tipson  
DiCharia & Associates Court Reporting, Inc.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition By Wireless One Network, L.P. d/b/a )  
Cellular One of Southwest Florida for Arbitration ) Docket No. 971194-TP  
with Sprint-Florida, Incorporated Pursuant to )  
Section 252 of the Telecommunications Act of 1996. )

*Notice of Deposition of F. Ben Poag Duces Tecum*

To: Charles J. Rehwinkel, Esq.  
General Attorney  
Sprint-Florida, Inc.  
P.O. Box 2214  
MC FLTLHO0107  
Tallahassee, Florida 32301

Notice is hereby given that Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida ("Wireless One") will take the deposition duces tecum of F. Ben Poag as if on cross examination, in the 5<sup>th</sup> floor conference room of Sprint-Florida, Inc., 1520 Lee Street, Ft. Myers, Florida, on Monday, October 20, 1997, commencing immediately after the conclusion of Sprint-Florida's noticed deposition of Francis J. Heaton. The deposition will continue from day to day until complete. The deposition will be used for discovery, at hearing, or for any other purpose allowed by law. The telephone number 941-335-0058 will be available to call for the deposition.

Mr. Poag is directed to bring with him at the time of his deposition, and make available for inspection and copying, the following:

1. A complete set of Sprint Florida, Incorporated's ("Sprint") current tariffs on file with the Florida Public Service Commission, including its mobile services, access, and intraLATA toll tariffs;
2. All documents or other forms of information that relate to the various costs that are recovered in, or used to develop, Sprint's current intraLATA toll tariff rates; and
3. All documents or other forms of information that relate to the various costs that are recovered in, or used to develop, Sprint's current mobile services tariff reverse option rate.

EXHIBIT

*L. Poag*  
*AT 10/20/97*

To the extent Sprint-Florida claims any of this information to be confidential, Wireless One agrees to protect the information under the non-disclosure agreement between the parties



William A. Adams

Dane Stinson

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

ARTER & HADDEN

10 West Broad Street

Suite 2100

Columbus, Ohio 43215

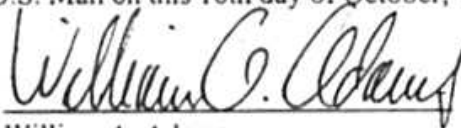
614/221-3155 (phone)

614/221-0479 (facsimile)

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**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Notice of Deposition Duces Tecum was served upon the following parties by facsimile and U.S. Mail on this 16th day of October, 1997.



William A. Adams

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

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A18  
Original Sheet 22

By: F. B. Poag  
Director

Effective: January 1, 1997

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

D. TWO-POINT SERVICE (Cont'd)

1. Service Between Land Wire Telephones (Cont'd)

h. Rate Table (Cont'd)

1) Basic Rate Table for All Classes of Service<sup>1,2</sup>

UNITED TELEPHONE

Rate Mileage	Day	
	Initial 1 Minute	Each Additional Minute
11 - 22	\$ .24	\$ .14
23 - 55	.24	.21
56 - 124	.24	.21
125 - 292	.24	.21

CENTRAL TELEPHONE

Rate Mileage	Day	
	Initial 1 Minute	Each Additional Minute
0 - 10	\$ .17	\$ .07
11 - 22	.18	.14
23 - 55	.24	.20
56 - 124	.24	.20
125 - 292	.24	.20

<sup>1</sup> Discounts apply as shown in D.1.h.3) following.

<sup>2</sup> Charges applicable to service between 0-10 miles can be found in A3.

EXHIBIT

2 Poag  
LAT 10-2097

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A18

By: F. B. Poag  
Director

First Revised Sheet 23  
Cancelling Original Sheet 23  
Effective: July 20, 1997

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

D. TWO-POINT SERVICE (Cont'd)

1. Service Between Land Wire Telephones (Cont'd)

h. Rate Table (Cont'd)

2) Additional Charges

- a) The following charges are in addition to the Basic Rate Table preceding when the call is placed using the following operator services:

(1) Station	Charge <u>Per Call</u>	
(a) Customer Dialed Calling Card	\$ .90	(I)
(b) All other	1.10	(I)
(2) Person		
(a) All Calls	2.50	

## GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A18

First Revised Sheet 24

By: F. B. Poag  
Director

Cancelling Original Sheet 24

Effective: July 20, 1997

## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

## D. TWO-POINT SERVICE (Cont'd)

## 1. Service Between Land Wire Telephones (Cont'd)

## h. Rate Table (Cont'd)

## 3) Discounts and Applicable Rate Periods

- a) Discounts apply equally to the total charges for all messages with fractional amounts rounded down to the lower cent. Discounts do not apply to add on charges for customer dialed calling card, other station or person charges show in Section A18.D.1.h.(2) preceding.

Applicable Discounts

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	
8:00 a.m.	Full	Full	Full	Full	Full	40%	40%	(R)
to 5:00 p.m. <sup>1</sup>	Rate	Rate	Rate	Rate	Rate	Disc	Disc	
5:00 p.m.	15%	15%	15%	15%	15%	40%	15%	(R)
to 11:00 p.m. <sup>1</sup>	Disc	Disc	Disc	Disc	Disc	Disc	Disc	
11:00 p.m.	40%	40%	40%	40%	40%	40%	40%	(R)
to 8:00 a.m. <sup>1</sup>	Disc	Disc	Disc	Disc	Disc	Disc	Disc	

<sup>1</sup> To, but not including.#  
2

NOV 14 1994  
T-94-589**Sprint**United Telephone-Florida  
Centel-Florida

R. 165000

Mail Code 5420

Altamonte Springs, Florida 32716-5000

Telephone: 407-889-6405

Fax: 407-884-7020

F. B. (Ben) Poag  
Director  
Tariffs & Regulatory

November 2, 1994

Mr. Walter D'Haeseleer  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, Florida 32399-0865

Re: Rate Reduction Filing

Dear Mr. D'Haeseleer:

Enclosed are four copies each of the following United Telephone Company of Florida Access Service Tariff and General Exchange Tariff Pages:

Section E6

Section E16

Section A18

Section A25

Fourth Revised Page 75

Eighth Revised Page 4

Fifth Revised Sheet 13  
Second Revised Sheet 22.2Seventh Revised Sheet 15  
Ninth Revised Sheet 17

This filing is being made in response to continuing pressure by our largest customers to reduce access charges. The filing impacts three major areas - switched access rates, cellular interconnection usage rates and intraLATA toll rates. The total proposed revenue reduction is projected to be \$10.64M in 1995 (attachment A).

Switched access charge reductions account for \$9M, or about 85%, of the total revenue reduction (attachment B). With expanded interconnection for both switched and special access in effect in the interstate jurisdiction, and expected to be approved in the intrastate jurisdiction, new opportunities for bypass have emerged. This proposed switched access rate reduction continues the process of reducing the rates for these more competitive services to a level that is sustainable in the long run.

EXHIBIT

3 Page

LAT 102097

T-94-589

Mr. Walter D'Haessleer  
November 2, 1994  
Page 2

Cellular interconnection rates are proposed to be reduced by \$1.08M (attachment C). This revenue reduction is driven by the switched access rate reductions above and a change in the calculation of cellular usage on mobile-to-land calls. United and Centel presently use different methods for calculating this usage: United bills access time and Centel bills conversation time only. This tariff filing will establish consistency between the two companies with respect to the calculation of cellular usage by changing United's method to conversation time only.

Finally, United is proposing reductions in its intraLATA toll rates. These reductions are designed to respond to competition in this market as switched access charges are reduced and IXCs reduce their long distance rates. Basic MTS rates (attachment D) have been reduced less than switched access rates overall, but rates for TeleSaver (attachment E), United's intraLATA toll volume discount plan, have been reduced by an amount proportional to the switched access rate reduction. (Revised imputed access price floors for TeleSaver have been developed to account for the switched access rate reductions that have occurred since the floors were originally established in 1991. Attachment F provides additional supporting detail).

Acknowledgment, date of receipt, and authority number of this filing are requested. A duplicate letter of transmittal is enclosed for this purpose.

Commission consideration and approval of the enclosed pages, with an effective date of January 1, 1995, is respectfully requested.

Sincerely,



Ben Poag  
Director - Tariffs and Regulatory

Enclosures



<i>Service</i>	<i>Pres. Rev.</i>	<i>Prop. Rev.</i>	<i>Rev. Change</i>
CCL	\$66,608,630	\$57,607,887	(\$9,000,743)
Cellular	\$4,665,111	\$3,575,789	(\$1,089,322)
Telesaver	\$429,131	\$399,830	(\$29,301)
IntraLATA Toll	\$42,497,188	\$41,976,136	(\$521,052)
<i>Total</i>	<u>\$114,200,060</u>	<u>\$103,559,642</u>	<u>(\$10,640,418)</u>

Carrier Comm. Line

Attachment

## SWITCHED ACCESS SERVICE

Service Description	Avg Monthly Billing Units*	Pres. Rate	Prop. Rate	\$ Incr. (Decr)	% Incr. (Decr)	Pres. Rev.	Prop. Rev.	Rev. Change
Carrier Common Line - Terminating	76,126,703	\$0.03620	\$0.03360	(\$0.00460)	-12.0%	\$34,896,481	\$30,594,287	(\$4,202,194)
Carrier Common Line - Originating	86,930,234	\$0.03040	\$0.02580	(\$0.00460)	-15.1%	\$31,712,149	\$28,913,600	(\$4,798,549)

TOTAL

163,056,937

\$66,608,630

\$57,607,867

(\$9,000,743)

\* Demand includes MADC (Section E16) Receivables.

Cellular

Attachment -

## INTERCONNECTION OF MOBILE SERVICES

Rate Change

Service Description	Access Minutes	Pres. Rate	Prop. Rate	\$ Incr. (Decl)	% Incr. (Decl)	Pres. Rev.	Prop. Rev.	Rev. Change
MOBILE TO LAND NON DISCOUNT	7,485,220	\$0.0349	\$0.0334	(\$0.0015)	-4.3%	\$3,134,810	\$3,000,076	(\$134,734)
MOBILE TO LAND DISCOUNT	3,149,763	\$0.0248	\$0.0234	(\$0.0012)	-4.9%	\$929,810	\$884,453	(\$45,357)
LAND TO MOBILE INTRALATA INTERCOMPANY	776,747	\$0.0634	\$0.0566	(\$0.0068)	-7.3%	\$500,849	\$548,073	(\$47,224)
LAND TO MOBILE INTRALATA INTERCOMPANY	6,202	\$0.1282	\$0.1236	(\$0.0046)	-3.6%	\$8,342	\$9,199	(\$857)

Sub-Total

11,417,933

\$4,665,111

\$4,441,801

(\$223,310)

Access vs. Conversation Minutes

Service Description	Access Minutes	Conversation Minutes	Prop. Rate	Access to Conversation Decrease	% Incr. (Decl)	Pres. Rev.	Prop. Rev.	Rev. Change
MOBILE TO LAND NON DISCOUNT	7,485,220	3,816,474	\$0.0334	(1,608,748)	-22.3%	\$3,000,076	\$2,331,243	(\$668,833)
MOBILE TO LAND DISCOUNT	3,149,763	2,447,558	\$0.0234	(702,205)	-22.3%	\$884,453	\$687,274	(\$197,179)
LAND TO MOBILE INTRALATA INTERCOMPANY	776,747	776,747	\$0.0566	0	0.0%	\$548,073	\$548,073	\$0
LAND TO MOBILE INTRALATA INTERCOMPANY	6,202	6,202	\$0.1236	0	0.0%	\$9,199	\$9,199	\$0

Sub-Total

11,417,933

8,046,982

\$4,441,801

\$3,575,789

(\$866,012)

Total

(\$1,066,322)

## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

Service Description	Avg Monthly Billing Units	Pres. Rate	Prop. Rate	\$ Incr. (Decr)	% Incr. (Decr)	Pres. Rev.	Prop. Rev.	Rev. Change
Two-Point Service Between Land Wire Telephones								
11-22 DAY 1ST MINUTE	752,006	\$0.2500	\$0.2400	(\$0.0100)	-4.0%	\$2,256,017	\$2,165,776	(\$90,241)
23-55 DAY 1ST MINUTE	1,072,878	\$0.2500	\$0.2400	(\$0.0100)	-4.0%	\$5,918,634	\$5,681,889	(\$236,745)
56-124 DAY 1ST MINUTE	195,509	\$0.2500	\$0.2400	(\$0.0100)	-4.0%	\$586,528	\$563,067	(\$23,461)
125-292 DAY 1ST MINUTE	4	\$0.2500	\$0.2400	(\$0.0100)	-4.0%	\$13	\$12	(\$1)
11-22 DAY ADDL MINUTE	1,863,529	\$0.1400	\$0.1400	\$0.0000	0.0%	\$3,130,729	\$3,130,729	\$0
23-55 DAY ADDL MINUTE	4,450,348	\$0.2100	\$0.2100	\$0.0000	0.0%	\$11,214,876	\$11,214,876	\$0
56-124 DAY ADDL MINUTE	530,251	\$0.2100	\$0.2100	\$0.0000	0.0%	\$1,336,232	\$1,336,232	\$0
125-292 DAY ADDL MINUTE	14	\$0.2100	\$0.2100	\$0.0000	0.0%	\$34	\$34	\$0
11-22 EVENING 1ST MINUTE	390,757	\$0.1875	\$0.1800	(\$0.0075)	-4.0%	\$879,203	\$844,035	(\$35,168)
23-55 EVENING 1ST MINUTE	773,245	\$0.1875	\$0.1800	(\$0.0075)	-4.0%	\$1,739,801	\$1,670,209	(\$69,592)
56-124 EVENING 1ST MINUTE	88,188	\$0.1875	\$0.1800	(\$0.0075)	-4.0%	\$198,418	\$190,481	(\$7,937)
125-292 EVENING 1ST MINUTE	2	\$0.1875	\$0.1800	(\$0.0075)	-4.0%	\$5	\$5	\$0
11-22 EVENING ADDL MINUTE	1,629,275	\$0.1050	\$0.1050	\$0.0000	0.0%	\$2,052,886	\$2,052,886	\$0
23-55 EVENING ADDL MINUTE	3,630,176	\$0.1575	\$0.1575	\$0.0000	0.0%	\$6,861,033	\$6,861,033	\$0
56-124 EVENING ADDL MINUTE	543,150	\$0.1575	\$0.1575	\$0.0000	0.0%	\$1,026,554	\$1,026,554	\$0
125-292 EVENING ADDL MINUTE	5	\$0.1575	\$0.1575	\$0.0000	0.0%	\$10	\$10	\$0
11-22 NGHT/WKND 1ST MINUTE	299,292	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$448,939	\$430,981	(\$17,958)
23-55 NGHT/WKND 1ST MINUTE	581,565	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$872,348	\$837,454	(\$34,894)
56-124 NGHT/WKND 1ST MINUTE	58,383	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$87,574	\$84,071	(\$3,503)
125-292 NGHT/WKND 1ST MINUTE	1	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$2	\$2	\$0
11-22 NGT/WKND ADDL MINUTE	933,669	\$0.0700	\$0.0700	\$0.0000	0.0%	\$784,282	\$784,282	\$0
23-55 NGT/WKND ADDL MINUTE	2,086,300	\$0.1050	\$0.1050	\$0.0000	0.0%	\$2,628,738	\$2,628,738	\$0
56-124 NGT/WKND ADDL MINUTE	305,523	\$0.1050	\$0.1050	\$0.0000	0.0%	\$384,959	\$384,959	\$0
125-292 NGT/WKND ADDL MINUTE	2	\$0.1050	\$0.1050	\$0.0000	0.0%	\$3	\$3	\$0
<b>Total</b>	<b>21,084,070</b>					<b>\$42,407,818</b>	<b>\$41,888,318</b>	<b>(\$519,500)</b>

Service Description	Avg Monthly Billing Units	Pres. Rate	Prop. Rate	\$ Incr. (Decr)	% Incr. (Decr)	Pres. Rev.	Prop. Rev.	Rev. Change
11-22 DAY 1ST MIN	3,079	\$0.1750	\$0.1680	(\$0.0070)	-4.0%	\$5.466	\$5.207	(\$259)
23-55 DAY 1ST MIN	4	\$0.1750	\$0.1680	(\$0.0070)	-4.0%	\$0	\$0	(\$1)
56-124 DAY 1ST MIN	0	\$0.1750	\$0.1680	(\$0.0070)	-4.0%	\$0	\$0	\$0
125-292 DAY 1ST MIN	0	\$0.1750	\$0.1680	(\$0.0070)	-4.0%	\$0	\$0	\$0
11-22 DAY ADDL MIN	7,319	\$0.0960	\$0.0960	\$0.0000	0.0%	\$8,506	\$8,506	\$0
23-55 DAY ADDL MIN	13	\$0.1470	\$0.1470	\$0.0000	0.0%	\$22	\$22	\$0
56-124 DAY ADDL MIN	0	\$0.1470	\$0.1470	\$0.0000	0.0%	\$0	\$0	\$0
125-292 DAY ADDL MIN	0	\$0.1470	\$0.1470	\$0.0000	0.0%	\$0	\$0	\$0
11-22 EVENING 1ST MIN	2,299	\$0.1313	\$0.1260	(\$0.0053)	-4.0%	\$3,623	\$3,476	(\$147)
23-55 EVENING 1ST MIN	5	\$0.1313	\$0.1260	(\$0.0053)	-4.0%	\$6	\$8	\$0
56-124 EVENING 1ST MIN	0	\$0.1313	\$0.1260	(\$0.0053)	-4.0%	\$0	\$0	\$0
125-292 EVENING 1ST MIN	0	\$0.1313	\$0.1260	(\$0.0053)	-4.0%	\$0	\$0	\$0
11-22 EVENING ADDL MIN	10,308	\$0.0735	\$0.0735	\$0.0000	0.0%	\$9,092	\$9,092	\$0
23-55 EVENING ADDL MIN	26	\$0.1103	\$0.1103	\$0.0000	0.0%	\$35	\$35	\$0
56-124 EVENING ADDL MIN	0	\$0.1103	\$0.1103	\$0.0000	0.0%	\$0	\$0	\$0
125-292 EVENING ADDL MIN	0	\$0.1103	\$0.1103	\$0.0000	0.0%	\$0	\$0	\$0
11-22 NTWKND 1ST MIN	1,562	\$0.0875	\$0.0840	(\$0.0035)	-4.0%	\$1,641	\$1,575	(\$66)
23-55 NTWKND 1ST MIN	3	\$0.0875	\$0.0840	(\$0.0035)	-4.0%	\$3	\$3	\$0
56-124 NTWKND 1ST MIN	0	\$0.0875	\$0.0840	(\$0.0035)	-4.0%	\$0	\$0	\$0
125-292 NTWKND 1ST MIN	0	\$0.0875	\$0.0840	(\$0.0035)	-4.0%	\$0	\$0	\$0
11-22 NTWKND ADDL MIN	5,377	\$0.0490	\$0.0490	\$0.0000	0.0%	\$3,162	\$3,162	\$0
23-55 NTWKND ADDL MIN	10	\$0.0735	\$0.0735	\$0.0000	0.0%	\$9	\$9	\$0
56-124 NTWKND ADDL MIN	0	\$0.0735	\$0.0735	\$0.0000	0.0%	\$0	\$0	\$0
125-292 NTWKND ADDL MIN	0	\$0.0735	\$0.0735	\$0.0000	0.0%	\$0	\$0	\$0

Total 30,007

\$32,678 \$32,205 (\$473)

The calculation of the rates is based on 70% of InitialATA Toll Rates

Service Description	Avg Monthly Billing Units	Pres. Rate	Prop. Rate	\$ Incr. (Decr)	\$ Incr. (Decr)	Pres. Rev.	Prop. Rev.	Rev. Change
OEAS II USAGE CHARGES								
11-22 DAY 1ST MIN	11,804	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$17,706	\$16,997	(\$709)
23-55 DAY 1ST MIN	3,230	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$4,044	\$3,851	(\$193)
56-124 DAY 1ST MIN	0	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$0	\$0	\$0
125-292 DAY 1ST MIN	0	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$0	\$0	\$0
11-22 DAY ADDL MIN	19,680	\$0.0700	\$0.0700	\$0.0000	0.0%	\$16,531	\$16,531	\$0
23-55 DAY ADDL MIN	5,639	\$0.1050	\$0.1050	\$0.0000	0.0%	\$7,105	\$7,105	\$0
56-124 DAY ADDL MIN	0	\$0.1050	\$0.1050	\$0.0000	0.0%	\$0	\$0	\$0
125-292 DAY ADDL MIN	0	\$0.1050	\$0.1050	\$0.0000	0.0%	\$0	\$0	\$0
11-22 EVENING 1ST MIN	1,972	\$0.0938	\$0.0900	(\$0.0038)	-4.1%	\$2,219	\$2,129	(\$90)
23-55 EVENING 1ST MIN	333	\$0.0938	\$0.0900	(\$0.0038)	-4.1%	\$375	\$359	(\$16)
56-124 EVENING 1ST MIN	0	\$0.0938	\$0.0900	(\$0.0038)	-4.1%	\$0	\$0	\$0
125-292 EVENING 1ST MIN	0	\$0.0938	\$0.0900	(\$0.0038)	-4.1%	\$0	\$0	\$0
11-22 EVENING ADDL MIN	5,211	\$0.0525	\$0.0525	\$0.0000	0.0%	\$3,283	\$3,283	\$0
23-55 EVENING ADDL MIN	994	\$0.0788	\$0.0788	\$0.0000	0.0%	\$940	\$940	\$0
56-124 EVENING ADDL MIN	0	\$0.0788	\$0.0788	\$0.0000	0.0%	\$0	\$0	\$0
125-292 EVENING ADDL MIN	0	\$0.0788	\$0.0788	\$0.0000	0.0%	\$0	\$0	\$0
11-22 NT/WKND 1ST MIN	1,970	\$0.0625	\$0.0600	(\$0.0025)	-4.0%	\$1,477	\$1,418	(\$59)
23-55 NT/WKND 1ST MIN	400	\$0.0625	\$0.0600	(\$0.0025)	-4.0%	\$300	\$288	(\$12)
56-124 NT/WKND 1ST MIN	0	\$0.0625	\$0.0600	(\$0.0025)	-4.0%	\$0	\$0	\$0
125-292 NT/WKND 1ST MIN	0	\$0.0625	\$0.0600	(\$0.0025)	-4.0%	\$0	\$0	\$0
11-22 NT/WKND ADDL MIN	3,508	\$0.0350	\$0.0350	\$0.0000	0.0%	\$1,472	\$1,472	\$0
23-55 NT/WKND ADDL MIN	698	\$0.0525	\$0.0525	\$0.0000	0.0%	\$440	\$440	\$0
56-124 NT/WKND ADDL MIN	0	\$0.0525	\$0.0525	\$0.0000	0.0%	\$0	\$0	\$0
125-292 NT/WKND ADDL MIN	0	\$0.0525	\$0.0525	\$0.0000	0.0%	\$0	\$0	\$0
<b>Total</b>	<b>55,435</b>					<b>\$56,692</b>	<b>\$55,613</b>	<b>(\$1,079)</b>

The calculation of the rates is based on 50% of IntraLATA Toll Rates

TeleSave.

Attachment -

Service Description	Average Billing Units	Pres. Rate	Prop. Rate	\$ Incr. (Decr)	% Incr. (Decr)	Pres. Rev.	Prop. Rev.	Rev. Change
RES-1 HR MO MINIMUM	27,804	\$ 0.1400	\$ 0.1300	(\$0.0100)	-7.1%	\$46,711	\$43,374	(\$3,337)
RES-EACH ADDL MIN	72,533	\$ 0.1400	\$ 0.1300	(\$0.0100)	-7.1%	\$121,855	\$113,151	(\$8,704)
BUS-2 HR MO MINIMUM	20,532	\$ 0.1600	\$ 0.1500	(\$0.0100)	-6.3%	\$39,421	\$36,958	(\$2,463)
BUS-EACH ADDL MIN	39,745	\$ 0.1600	\$ 0.1500	(\$0.0100)	-6.3%	\$76,310	\$71,541	(\$4,769)
BUS-10 HR MO MINIMUM	20,344	\$ 0.1500	\$ 0.1400	(\$0.0100)	-6.7%	\$36,619	\$34,178	(\$2,441)
BUS-EACH ADDL MIN	16,983	\$ 0.1500	\$ 0.1400	(\$0.0100)	-6.7%	\$30,029	\$28,027	(\$2,002)
BUS-25 HR MO MINIMUM	24,247	\$ 0.1400	\$ 0.1300	(\$0.0100)	-7.1%	\$40,735	\$37,825	(\$2,910)
BUS-EACH ADDL MIN	22,292	\$ 0.1400	\$ 0.1300	(\$0.0100)	-7.1%	\$37,451	\$34,776	(\$2,675)

Total

244,180

\$429,131

\$389,830

(\$29,301)



## Imputation-Ree

Attachment F  
1 of 2*Originating Switched Access*

A) Service	Rates	
Carrier Common Line	0.0258	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Sub-total	0.0588	
Non Conversation Factor	1.0950	
Average Originating Access rate per conv. minute	0.0644	<u>0.0644</u>

*Terminating Switched Access*

B) Service	Rates	
Carrier Common Line	0.0336	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Average Terminating Access rate per conv. minute	0.0666	<u>0.0666</u>

C) Average Access rate per conv. minute (A+B) 0.1310

D) Avg Intralata MTS Call (Includes 1+ and Toll Calls)  
Billed MTS Minutes/Message 4.8400

E) Avg Intralata MTS Call (Includes 1+ and Toll Calls)  
Conversation MTS Minutes/Message (Accounts for 30 sec. rounding) 4.3400

F) Billed MTS Minutes vs. Conversation MTS Minutes Factor (D/E) 1.1152

G) Average Access rate per conv. minute (from C above) 0.1310

H) Factored Average Access rate per conv. minute (G/F) 0.1175

I) PRICE FLOOR FOR RESIDENTIAL TELESaver 0.1175



## Imputation-Bus

Attachment F  
2 of 2*Originating Switched Access*

A) Service	Rates	
Carrier Common Line	0.0258	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Sub-total	0.0588	
Non Conversation Factor	1.0950	
Average Originating Access rate per conv. minute	0.0644	<u>0.0644</u>

*Terminating Switched Access*

B) Service	Rates	
Carrier Common Line	0.0338	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Average Terminating Access rate per conv. minute	0.0666	<u>0.0666</u>

C) Average Access rate per conv. minute (A+B)	<u>0.1310</u>
---	---------------

D) Avg Intralata MTS Call (Includes 1+ and Toll Calls)	
Billed MTS Minutes/Message	2.9000

E) Avg Intralata MTS Call (Includes 1+ and Toll Calls)	
Conversation MTS Minutes/Message (Accounts for 30 sec. rounding)	2.4000

F) Billed MTS Minutes vs. Conversation MTS Minutes Factor (D/E)	1.2083
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G) Average Access rate per conv. minute (from C above)	0.1310
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H) Factored Average Access rate per conv. minute (G/F)	0.1084
--	--------

I) PRICE FLOOR FOR BUSINESS TELESaver	<u>0.1084</u>
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## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag, Director

Original Sheet 17

Effective: January 1, 1997

## E3. CARRIER COMMON LINE ACCESS

## E3.8 Rates and Charges

## A. The rate for Carrier Common Line Access is:

## 1. Carrier Common Line

	United Telephone Rate	Central Telephone Rate	USOC
(a) Originating Access Minute, each	.0258	.0304	NA
(b) Terminating Access Minute, each	.0336	.0382	NA

EXHIBIT

4 Poag

LAT 10-2097

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 135

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges

E6.8.1 Interconnection Charge

	United Telephone	Central Telephone
- Per Access Minute	\$ 0.010824	\$0.017333

E6.8.2 Switched Transport

A. Entrance Facility

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Voice Grade		
- Four Wire	\$ 80.00	\$144.00
2. DS1		
- Zone 1	\$189.00	\$360.00
- Zone 2	\$210.00	\$360.00
- Zone 3	\$220.50	\$360.00
3. DS3		
- Per DS3		

	<u>Monthly Rate</u>			<u>Nonrecurring Charge</u>
	<u>Within CO</u>	<u>0-3 Miles</u>	<u>Over 3 Miles</u>	
Zone 1	\$832	\$1,463	\$2,577	\$366
Zone 2	924	1,626	2,863	366
Zone 3	970	1,707	3,006	366

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 136

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

## B. Direct-Trunked Transport

	Monthly Rate		Nonrecurring Charge
	Fixed	Per Mile	
1. Voice Grade - Per Channel	\$ 33.80	\$ 1.80	\$ 87
2. DS1			
- Zone 1	\$ 63.90	\$ 10.80	\$200
- Zone 2	71.00	12.00	200
- Zone 3	74.55	12.60	200
3. DS3			
- Zone 1	\$460.00	\$219.00	\$300
- Zone 2	472.00	243.00	300
- Zone 3	496.00	255.00	300

## C. Tandem-Switched Transport

	Rate
1. Tandem-Switched Transmission Termination, per Access Minute	
Zone 1	\$ .000180
Zone 2	\$ .000200
Zone 3	\$ .000210
Facility, per Access Minute per mile	
Zone 1	\$ .000036
Zone 2	\$ .000040
Zone 3	\$ .000042
2. Tandem Switching Per Access Minute	
Zone 1	\$ .000792
Zone 2	\$ .000880
Zone 3	\$ .000924

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

First Revised Page 137  
Cancels Original Page 137

Effective: April 15, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

D. Chargeable Optional Feature

Multiplexing

	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>
DS1 to Voice Grade:		
- Zone 1	\$270.00	\$142.00
- Zone 2	\$300.00	\$142.00
- Zone 3	\$315.00	\$142.00
DS3 to DS1:		
- Zone 1	\$540.00	\$ 91.00
- Zone 2	\$600.00	\$ 91.00
- Zone 3	\$630.00	\$ 91.00

E. Installation

Nonrecurring Charge	<u>Rate</u>
- Per Trunk or Line	\$300.00

F. Common Transport Trunk Group Performance Data Report - United Telephone

(N)

Nonrecurring Charge	<u>Rate</u>
- Per Magnetic Tape	\$ 50.00
- Other Media	ICB

G. Network Blocking Charge (Applies to FGD)

- Per Call Blocked	\$ .0080
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## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag, Director

Original Page 138

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

H. Nonchargeable Optional Features

## 1. Supervisory Signaling

- a. DX Supervisory Signaling arrangement  
- Per Transmission Path<sup>1</sup>
- b. SF Supervisory Signaling  
- Per Transmission Path<sup>1</sup>
- c. E&M Type I Supervisory Signaling arrangement  
- Per Transmission Path<sup>1</sup>
- d. E&M Type II Supervisory Signaling arrangement  
- Per Transmission Path<sup>1</sup>
- e. E&M Type III Supervisory Signaling  
- Per Transmission Path<sup>1</sup>
- f. Tandem Supervisory Signaling  
- Per Transmission Path<sup>1</sup>

Note <sup>1</sup>: Available with Interface Groups 1 and 2.Note <sup>2</sup>: Available with Interface Groups 2 and 6 through 9.Note <sup>3</sup>: Available with Interface Groups 1 and 2 for FGC and FGD.Note <sup>4</sup>: Available with Interface Group 2 for FGA.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 139

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

H. Nonchargeable Optional Features (Cont'd)

2. Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company
  - Per Transmission Path<sup>1</sup>
3. Customer specification of Switched Transport Termination Four-wire termination in lieu of two-wire termination
  - Per Transmission Path<sup>1</sup>
4. Switched digital 56 Kbps (e.g., SwitchLink Plus<sup>SM</sup>) services access capability
  - Per Trunk arranged<sup>1</sup>

I. CCS/SS7 Interconnection

1. Local Channel

- Per Point of Termination

	Monthly Rate	Nonrecurring Charge	
		Initial	Additional
- 56.0 kbps	\$ 69.10	\$350.00	\$ 99.00
- 1.544 Mbps	140.90	745.00	335.00

Note 1: Available with Interface Groups 2 through 9 for FGA and FGB. The range of transmission levels which may be specified is described in Technical Reference PUB TR-NPL-000334.

Note 2: Available with Feature Group B with Type B Transmission Specifications.

Note 3: Available with Interface Group 6 through 9 for Feature Group D.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 140

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

I. CCS/SS7 Interconnection (Cont'd)

## 2. Interoffice Channel

	<u>Fixed Monthly Charge</u>	<u>Monthly Charge Per Mile</u>	<u>Nonrecurring Charge per Channel</u>
(a) 56.0 kbps			
(1) 0 mile	-	-	-
(2) 1 - 8 miles	\$ 37.55	\$ 3.80	\$ 36.00
(3) 9 - 25 miles	37.55	3.70	36.00
(4) Over 25 miles	37.55	3.60	36.00
(b) 1.544 Mbps			
(1) 0 mile	-	-	-
(2) 1 - 8 miles	\$ 64.35	\$ 29.80	\$ 200.00
(3) 9 - 25 miles	64.35	27.95	200.00
(4) Over 25 miles	64.35	26.10	200.00

## 3. Multiplexing

DS1 to DSO (required with 1.544 Mbps)

- Per Arrangement

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
		<u>Initial</u>	<u>Additional</u>
Each	\$119.80	\$66.00	\$180.00

## 4. STP Port Charge

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Per Port	\$485.00	None



## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 141

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office

## A. Local Switching

Rate

1. Per Access Minute \$ .0177
2. Common Switching Nonchargeable Optional Features
  - a. Call denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group
  - b. Service Code Denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group
  - c. Hunt Group Arrangement, available with FGA, Per Transmission Path Group
  - d. Uniform Call Distribution Arrangement, available with FGA, Per Transmission Path Group
  - e. Nonhunting Numbers for use with Hunt Group Arrangements or U.C.D. Arrangement available with FGA, Per Transmission Path
  - f. Automatic Number Identification, available with FGB, FGC and FGD, Per End Office By Type of Capacity
  - g. Up to 7 Digit Outpulsing of Access Digits to IC, available with FGB, Per Entry Switch
  - h. Cut-Through, available with FGD, Per End Office or Access Tandem
  - i. Revertive Pulse Address Signaling, available with FGC, Per Transmission Path Group
  - j. Delay Dial Start-Pulsing Signaling, available with FGC, Per Transmission Path Group
  - k. Immediate Dial Pulse Address Signaling, available with FGC, Per Transmission Path Group

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag, Director

Original Page 142

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

## 2. Common Switching Nonchargeable Optional Features

1. Dial Pulse Address Signaling, available with FGC, Per Transmission Path Group
- m. Service Class Routing, available with FGC and FGD, Per Transmission Path Group
- n. Alternate Traffic Routing
  - Multiple Customer Premises Alternate Routing, available with FGB, FGC, and FGD, Per Transmission Path or Transmission Path Group
  - End Office Alternate Routing when ordered in Trunks, available with FGB and FGD, Per Transmission Path or Transmission Path Group
- o. Trunk Access Limitation Arrangement, available with FGC and FGD, Per End Office
- p. Call Gapping Arrangement, available with FGD, Per End Office
- q. Band Advance Arrangement for Dedicated Access Line Service, available with FGC and FGD, Per arrangement
- r. End Office End User Line Service Screening on Dedicated Access Line Service, available with FGC and FGD<sup>1</sup>, Per Transmission Path

Note <sup>1</sup>: This feature is required for originating only Dedicated Access Lines.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Foag, Director

Original Page 143

Effective: January 1, 1997

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E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

2. Common Switching Nonchargeable Optional Features (Cont'd)

- s. Hunt Group Arrangement for Dedicated Access Lines Service, available with FGC and FGD, Per Transmission Path Group
- t. Uniform Call Distribution Arrangement for Dedicated Access Line Service, available with FGC and FGD, Per Transmission Path Group
- u. Nonhunting Number for use with Hunt Group Arrangement or U.C.D. Arrangement for Dedicated Access Line Service, available with FGC and FGD, Per Transmission Path
- v. Switched digital 56 Kbps (e.g., SwitchLink Plus<sup>SM</sup>) services switching capability, available with Feature Group D only, Per Trunk Arrangement
- w. Enhanced Call Denial, available with FGA only, Per Line Equipped
- x. Prohibit 10XXX, available only with WATS Arrangement Option, Per Arrangement Equipped
- y. Calling Party Number, Per end office, per trunk group
- z. Charge Number, Per end office, per trunk group
- aa. Carrier Selection Parameter, Per end office, per trunk group

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

First Revised Page 144  
Cancels Original Page 144

Effective: April 1, 1997

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E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

3. Transport Termination Nonchargeable Options

a. Line Side Terminations for FGA

(1) Two Way Operation

- Dial Pulse with Loop Start
- Dial Pulse with Ground Start
- DTMF with Loop Start
- DTMF with Ground Start

(2) Terminating Operation

- Dial Pulse with Loop Start
- Dial Pulse with Ground Start
- DTMF with Loop Start
- DTMF with Ground Start

(3) Originating Operation

- Loop Start
- Ground Start

b. Standard Trunk Terminations for FGB, FGC, and FGD

(1) Standard Trunk for Originating, Terminating or Two-Way operation, available with FGB, FGC and FGD

(2) Rotary Dial Station Signaling Trunk, available with FGB

(3) Operator Trunk, available with FGB or FGC, and FGD when used in conjunction with Inward Operator Services

(D)

(4) Operator Trunk, Full Feature Arrangement, available with FGD

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 145

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

## 4. Trunk Conversion Charge

Nonrecurring charges will apply when a customer requests a conversion of FGD trunks from multifrequency address signaling to SS7 signaling or from SS7 signaling to multifrequency signaling as specified below.

	<u>Nonrecurring Charge</u>
- Per 24 Channels Converted or Fraction Thereof	\$50.52

## 5. End Office to Tandem Rearrangement Charge

Nonrecurring charges as specified below will apply when a customer requests end office or tandem rearrangement of FGD trunks as set forth in 6.7.1\*\*\* preceding.

	<u>Nonrecurring Charge</u>
- Per 24 Channels Converted or Fraction Thereof	\$63.15

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 146

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

6. Calling Party Number Parameter Charge<sup>1</sup>

Nonrecurring charges as specified below will apply when a customer requests the Calling Party Number Parameter optional feature described in 6.3 preceding. This charge does not apply if the feature is installed coincident with the initial installation of a service.

Nonrecurring Charge

- Per End Office Equipped \$21.05

7. Carrier Selection Parameter<sup>1</sup>

Nonrecurring charges as specified below will apply when a customer requests the Carrier Selection Parameter optional feature described in 6.3 preceding. This charge does not apply if the feature is installed coincident with the initial installation of a service.

Nonrecurring Charge

- Per End Office Equipped \$21.05

Note<sup>1</sup> If both the Carrier Selection Parameter and the Calling Party Number Parameter optional features are requested on the same access order, only one nonrecurring parameter charge will apply.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 147

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

## B. Line Terminations

Dedicated Access Line Terminations Nonchargeable Options

## 1. Line Side Terminations:

- a. Originating Only Loop Start, Line Side Connection, with DTMF Address Signaling Per Transmission Path
- b. Originating Only Loop Start, Line Side Connection, with Dial Pulse Address Signaling Per Transmission Path
- c. Originating Only Ground Start, Line Side Connection, with DTMF Address Signaling Per Transmission Path
- d. Originating Only Ground Start, Line Side Connection, with Dial Pulse Address Signaling Per Transmission Path
- e. Terminating Only Loop Start, Line Side Connection Per transmission Path
- f. Terminating Only Ground Start, Line Side Connection Per Transmission Path

## 2. Trunk Side Terminations:

Terminating Only Trunk Side Connection for forwarding of Dialed Number Identification to End User Per Transmission Path

## C. 900 Access Service NXX Activation Charge - Central Telephone

- 1. Per Company End Office Switch or Access Tandem in which translations are required

	Nonrecurring Charge
a. First NXX Code submitted on ASR	\$43.61
b. Additional NXX Codes submitted on the same ASR	\$21.51

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 140

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service

## A. Monthly Rate

## 1. Access Lines

	Monthly Rate	USOC
(a) 2 wire InterLATA OutWATS, only <sup>1,2</sup>	\$38.00	X2B
(b) 4 wire InterLATA OutWATS, only <sup>1,2</sup>	38.00	X4B

## 2. Access Line Extensions

## a. Located in the Same Exchange as Main Termination

- |   |         |       |
|---|---------|-------|
| (1) First extension termination on different premises from main termination                                 |         |       |
| Each  | \$25.00 | WSP++ |
| (2) Additional termination in same building as main or other extension termination                          |         |       |
| Each <sup>3</sup>   | -       | WSS++ |
| (3) First extension termination in different building, same premises as main or other extension termination |         |       |
| Each  | \$ 9.25 | WSD++ |

Note<sup>1</sup>: The Dedicated Access Line Monthly Rates will be reduced by the amount of the gross receipts tax for certified vendors of telecommunications services.

Note<sup>2</sup>: This service will be available 60 days from receipt of the first request for service.

Note<sup>3</sup>: Nonrecurring charge applies.



## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 149

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

## 2. Access Line Extensions (Cont'd)

	Monthly Rate	USOC
b. Located in Different Exchange from Main Termination within same LATA		
(1) Interexchange channel mileage charges and channel terminal charges apply as specified for series 2000 channels in this Company's General Exchange Tariff plus:		
(a) First termination	\$25.00	EWN++
(b) Additional termination in same building with first or other extension termination, each <sup>1</sup>	-	WSS++
(c) Additional termination in different building, same premises as first or other extension termination, each	\$ 9.25	WSD++
(d) Additional termination on different premises, same exchange as first termination, each	\$ 25.00	WSP++

## 3. Four-Wire Terminating Arrangement

Each arrangement <sup>1</sup>	\$10.00	4WA
-------------------------------	---------	-----

Note<sup>1</sup>: Nonrecurring charge applies.Note<sup>1</sup>: This charge is in addition to the access line monthly recurring charges.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 150

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

## B. Installation Charges

Service Ordering Charge - The term Service Ordering Charge means the charge that applies for work performed by the Company in connection with the receiving, recording and processing of customer requests for service.

Central Office Work Charge and New Line Connection Charge - Covers work associated with establishing or changing each WATS access line or access line extension connection.

Premises Visit Charge - The term Premises Visit Charge means the charge that applies for a visit to the customer's premises to perform work, other than disconnect work, requested by the customer.

1. For installation of WATS access lines, extensions or four-wire terminating arrangements

## a. Access Lines and Extension Lines

		<u>Nonrecurring Charge</u>	
		<u>United</u>	<u>Central</u>
		<u>Telephone</u>	<u>Telephone</u>
(1)	Service Ordering - Primary Each order	\$35.00	\$22.00
(2)	Service Ordering - Secondary Each order	\$12.50	\$14.00
(3)	Central Office Work Charge <sup>1</sup> Each	\$19.50	\$21.05
(4)	New Line Connection Charge <sup>1</sup> Each	\$31.50	\$34.00
(5)	Premises Visit Each visit	\$19.00	\$30.00

## b. Four-Wire Terminating Arrangements

- (1) This charge is in addition to the access line nonrecurring charges.  
Each arrangement

\$17.00	\$21.15
---------	---------

Note<sup>1</sup>: Central Office Work Charge is applicable for all access lines connected.  
Note<sup>1</sup>: New Line Connection Charge is applicable for all new access lines or additional access lines over and above the number previously installed at a premises.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag, Director

Original Page 151

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

B. Installation Charges (Cont'd)

For moving a dedicated access line or extension line

		<u>Nonrecurring Charge</u>	
		<u>United</u>	<u>Central</u>
		<u>Telephone</u>	<u>Telephone</u>
a.	Inside Move		
(1)	Service Ordering Each order	\$12.50	\$14.00
(2)	Premises Visit Each visit	\$19.00	\$30.00

b. Outside Move, Different Building

Moves to a different building will be treated as a disconnect of the existing access line or extension and installation charges as specified in A19 of the General Exchange Tariff will be applicable.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 152

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

B. Installation Charges (Cont'd)

## 3. Conversion Charges

- a. Changing the TFC Service telephone number to a different number at the request of the customer

	<u>Nonrecurring Charge</u>	
	<u>United Telephone</u>	<u>Central Telephone</u>
(1) Service Ordering Each order	\$12.50	\$14.00
(2) Central Office Work Charge <sup>1</sup> Each	\$19.50	\$21.05

- b. Separating an existing TFC Service into two or more hunting arrangements which contain the same TFC Service access lines as the original hunting arrangement

(1) Service Ordering Each order	\$12.50	\$14.00
(2) Central Office Work Charge <sup>1</sup> Each	\$19.50	\$21.05

Note<sup>1</sup>: Central Office Work Charge is applicable for all access lines connected.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

First Revised Page 153  
Cancels Original Page 153

Effective: July 15, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'd)

(C)

B. Installation Charges (Cont'd)

3. Conversion Charges (Cont'd)

c. Combining two or more TFC Service hunting arrangements into a single hunting arrangement containing the same TFC Service access lines.

	<u>Nonrecurring Charge</u>	
	<u>United Telephone</u>	<u>Central Telephone</u>
(1) Service Ordering Each order	\$12.50	\$14.00
(2) Central Office Work Charge <sup>1</sup> Each	\$19.50	\$21.05
4. Conversion to a Four-Wire Termination Arrangement		
Each arrangement <sup>1</sup>	\$85.75	\$107.19

Note<sup>1</sup>: Central Office Work Charge is applicable for all access lines connected.

(N)

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

First Revised Page 154  
Cancels Original Page 154

Effective: July 15, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.5 Toll Free Code (TFC) Access Service

		<u>Nonrecurring Charge</u>	
		<u>United</u>	<u>Central</u>
		<u>Telephone</u>	<u>Telephone</u>
A.	TFC Access Service Data Base Query		
-	per query	\$0.008037	\$0.01623
B.	TFC Data Base Optional Features*		
-	per query	\$0.001344	\$0.00137

\* When a combination of one or more TFC Data Base Optional Service Features is used, only one charge will apply.

(D)

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 155

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.6 900 Access Service - United Telephone

Additions or deletions of 900 NXX codes routed to a customer

Nonrecurring  
Charge

- A. Per Company end office switch (including end office collocated with access tandem)

Assembly of Route Pattern  
- applies only on initial  
request for 900 Access Service

\$ 4.91

- B. Per Company access tandem or end office switch providing six digit screening

Activation or deactivation of each 900 NXX code  
contained in the same request per access  
tandem or screening end office

\$ 1.64

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED

Original Page 156

By: F. B. Poag, Director

Effective: February 18, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

(N)

E6.8.7 500 Access Service

(N)

Additions or deletions of 500 NXX codes routed to a customer

Nonrecurring Charge	USOC
------------------------	------

- A. Per Company end office switch (including end office collocated with access tandem)

Assembly of Route Pattern

- applies only on initial

request for Interim 500 Access Service

1+ Dialing

\$33.50

51ARP

0+ Dialing

33.50

50ARP

- B. Per Company access tandem or end office switch providing six digit screening

Activation or deactivation of each 500 NXX code contained in the same request per access tandem or screening end office

1+ Dialing

\$11.20

ADN51

0+ Dialing

11.20

ADN50

- C. Pass-Through Charge

- per query

\$ 0.010000

(N)



**FAX**

Date 10/24/97

Number of pages including cover sheet

7

TO: Bill Adams

FROM: Charles J. Rehwinkel  
Sprint  
Post Office Box 2214  
FLTLHO0107  
Tallahassee, Florida 32316

Phone

Fax Phone

614-221-0479

Phone

Fax Phone

850/847-0244

850/878-0777

CC:

REMARKS:

☐ Urgent☐ For your review☐ Reply ASAP☐ Please Comment

Bill:

Enclosed are the tariff sheets requested in Ben's deposition. Also included is the errata sheet. In return can you fax me the list of end offices identified in John Meyer's deposition and the errata sheets from Frank's and John's depositions as soon as they are available.

Thanks,

Charles

OCT 24 '97 10:12

EXHIBIT

5 Pages

LAT 10-24-97

ALL-STATE INTERNATIONAL

10/23/97 15:30 SPRINT-APOPKA + 8585991458

NO.537 P001/002

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Paag, DirectorFirst Revised Page 17  
Cancels Original Sheet 17

Effective: October 1, 1997

## E3. CARRIER COMMON LINE ACCESS

## E3.8 Rates and Charges

## A. The rate for Carrier Common Line Access is:

## 1. Carrier Common Line

(a) Originating Access Minute,  
each

Rate

\$0.0258

USOC

NA

(D)

(D)

(b) Terminating Access Minute,  
each

\$0.0336

NA

(C)

(C)

18/23/97 15:38 SPRINT-APOKA + 8585991458

NO.537 P002/002

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

First Revised Page 135  
Cancels Original Page 135

Effective: October 1, 1997

E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges

E6.8.1 Interconnection Charge

- Per Access Minute Rate  
\$0.010016

(D)  
+  
(D) (N)  
(C)

E6.8.2 Switched Transport

A. Entrance Facility

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Voice Grade - Four Wire	\$ 80.00	\$144.00
2. DS1 - Zone 1	\$189.00	\$360.00
- Zone 2	\$210.00	\$360.00
- Zone 3	\$220.50	\$360.00
3. DS3 - Per DS3		

	<u>Monthly Rate</u>			<u>Nonrecurring Charge</u>
	<u>Within CO</u>	<u>0-3 Miles</u>	<u>Over 3 Miles</u>	
Zone 1	8832	\$1,463	\$2,577	\$366
Zone 2	924	1,626	2,863	366
Zone 3	970	1,707	3,006	366

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 136

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

## B. Direct-Trunked Transport

	Monthly Rate		Nonrecurring Charge
	<u>Fixed</u>	<u>Per Mile</u>	
1. Voice Grade - Per Channel	\$ 33.80	\$ 1.80	\$ 87
2. DS1			
- Zone 1	\$ 63.90	\$ 10.80	\$200
- Zone 2	71.00	12.00	200
- Zone 3	74.55	12.60	200
3. DS3			
- Zone 1	\$460.00	\$219.00	\$300
- Zone 2	472.00	243.00	300
- Zone 3	496.00	255.00	300

## C. Tandem-Switched Transport

	<u>Rate</u>
1. Tandem-Switched Transmission Termination, per Access Minute	
Zone 1	\$ .000180
Zone 2	\$ .000200
Zone 3	\$ .000210
Facility, per Access Minute per mile	
Zone 1	\$ .000036
Zone 2	\$ .000040
Zone 3	\$ .000042
2. Tandem Switching Per Access Minute	
Zone 1	\$ .000792
Zone 2	\$ .000880
Zone 3	\$ .000924

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 141

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office

## A. Local Switching

Rate

- |   |   |         |
|---|---|---------|
| 1.  | Per Access Minute   | \$.0177 |
| 2. Common Switching Nonchargeable Optional Features |   |         |
| a.  | Call denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group                 |         |
| b.  | Service Code Denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group         |         |
| c.  | Hunt Group Arrangement, available with FGA, Per Transmission Path Group   |         |
| d.  | Uniform Call Distribution Arrangement, available with FGA, Per Transmission Path Group                                  |         |
| e.  | Nonhunting Numbers for use with Hunt Group Arrangements or U.C.D. Arrangement available with FGA, Per Transmission Path |         |
| f.  | Automatic Number Identification, available with FGB, FGC and FGD, Per End Office By Type of Capacity                    |         |
| g.  | Up to 7 Digit Outpulsing of Access Digits to IC, available with FGB, Per Entry Switch                                   |         |
| h.  | Cut-Through, available with FGD, Per End Office or Access Tandem  |         |
| i.  | Revertive Pulse Address Signaling, available with FGC, Per Transmission Path Group                                      |         |
| j.  | Delay Dial Start-Pulsing Signaling, available with FGC, Per Transmission Path Group                                     |         |
| k.  | Immediate Dial Pulse Address Signaling, available with FGC, Per Transmission Path Group                                 |         |

BEFORE  
THE FLORIDA PUBLIC SERVICE COMMISSION

ORIGINAL

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

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PUBLIC  
PREFILED REBUTTAL TESTIMONY OF  
FRANCIS J. HEATON

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Wireless One Network, L.P.  
Arbitration Exhibit 1.0R

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October 28, 1997

DOCUMENT NUMBER-DATE

11113 OCT 28 97

FPSC-RECORDS/REPORTING

1 Q. What is your name and business address?

2 A. Francis J. Heaton, 2100 Electronics Lane, Ft. Myers, FL 33919.

3 Q. Are you the same Francis J. Heaton that submitted direct testimony in this case on  
4 October 7, 1997?

5 A. Yes.

6 Q. Have you had an opportunity to review the direct testimony of Sprint witness F. Ben  
7 Poag filed in this case on October 7, 1997.

8 A. Yes. In addition, I attended Mr. Poag's deposition on October 20, 1997 in Ft. Myers  
9 in which he was questioned on his direct testimony, and have reviewed the transcript  
10 from that deposition, which is attached hereto as Wireless One Exhibit FJH 1.9. This  
11 testimony responds to both Mr. Poag's direct testimony and his deposition testimony.

12 Q. Please describe the points of disagreement you have with Mr. Poag.

13 A. Mr. Poag wants the Commission to ignore the reality that we are an independent  
14 competitive telephone company whose network provides the same functionality as  
15 Sprint's. As a result, we are deserving of being able to charge symmetrical rates.  
16 When Sprint terminates traffic to Wireless One's tandem, we will charge symmetrical  
17 tandem switching, transport and end office termination rates. When Sprint terminates  
18 traffic to the end office interconnections, we will charge symmetrical end office  
19 termination rates.

20 Mr. Poag also wants the Commission to sanction nonexistent toll charges  
21 between its customers and wireless NXXs. The Reverse Option has been in place  
22 consistently since our initial physical interconnection. Sprint has never charged its

1 customers an intraLATA toll charge for any land-to-mobile calls since we  
2 commenced cellular operations in 1990. The Reverse Option charge is part of the  
3 same mobile services section of Sprint's tariff that has governed the rest of our  
4 interconnection relationship over the years. The Reverse Option is an integral part of  
5 our interconnection relationship and should be included with the other terms and  
6 conditions of the interconnection relationship that now will be governed by agreement  
7 rather than tariff. As such, the Reverse Option for intraMTA calls must be priced at  
8 transport and termination rates.

9 *Tandem and End Office Interconnections*

10 Q. In Mr. Poag's direct testimony (p. 8, l. 22 - p. 9, l. 2) he indicates that Wireless One  
11 is being charged the Reverse Option Charge because it has not extended facilities to  
12 Sprint end offices to afford Sprint's customers local calling to Wireless One  
13 customers. Do you agree with that testimony?

14 A. Absolutely not! As I said in my earlier testimony, Wireless One has [REDACTED] direct  
15 end office interconnections with Sprint. The interconnection trunks are Type 2B,  
16 which are two-way end office interconnections. Despite these trunks being two-way  
17 trunks, only Wireless One sends traffic over the trunk groups. Sprint does not send  
18 any traffic over these end office interconnections. Wireless One has been paying the  
19 entire cost of leasing these dedicated trunks from Sprint.

20 Q. Was Mr. Poag aware that Wireless One had these end office interconnections when he  
21 made those comments?

22 A. Mr. Poag testified in his deposition (p. 42, l. 3-9) that he was aware that Wireless One



1 had some end office interconnections. However, insofar as Mr. Poag was not a direct  
2 participant in our negotiations, he was under the mistaken impression that Sprint sent  
3 land-to-mobile traffic over the end office trunk groups to eliminate the Reverse  
4 Option charge for that traffic (p. 42, l 20-23).

5 Q. So you disagree with Mr. Poag's direct testimony (p. 8, l. 23 - p. 9, l. 1-2) that  
6 Wireless One has the option of extending facilities directly to an end office to afford  
7 Sprint's customers local calling?

8 A. Yes. Let me give a hypothetical example. Suppose Wireless One has a direct  
9 connection to Sprint's Clewiston exchange in eastern Hendry County, and 1500  
10 Wireless One customers reside within that exchange area. Every call origination from  
11 a Clewiston landline phone to a Wireless One customer residing in the Clewiston  
12 exchange involves the application of Reverse Option charges to Wireless One. This  
13 is because we have no Clewiston rate centered NXX. In fact, Sprint refused to allow  
14 us a Clewiston NXX until its May, 1997 General Exchange Tariff section A25  
15 revisions for SS7 interconnection and virtual rate centers. Those revisions still  
16 require all land-to-mobile terminations to be back hauled through Sprint's tandem.

17 Q. Who pays Sprint for land-to-mobile call originations that terminate to a wireless NXX  
18 that is rate centered outside the current landline defined local calling area of its caller?

19 A. Wireless One pays Sprint the Reverse Option charge of \$0.0588 per minute at all  
20 times.

21 Q. How does Sprint deliver this call to Wireless One?

22 A. It transports the call from its originating end office to its tandem and terminates it to

1        Wireless One's Type 2A trunk group to Wireless One's South Ft. Myers tandem.

2        Q.     Who pays Sprint for land-to-mobile call originations that terminate to a wireless NXX  
3        that is rate centered within the caller's current land defined expanded local calling  
4        area?

5        A.     Wireless One pays the same Reverse Option charge of \$0.0588 per minute of use.

6        Q.     How does Sprint deliver this call to Wireless One?

7        A.     In the same way previously mentioned.

8        Q.     Who pays Sprint for land-to-mobile call originations that terminate to a wireless NXX  
9        that is rate centered within the caller's current landline flat rate local calling area?

10      A.     Sprint's customers have this included in flat rate local service at no additional charge.

11      Q.     How does Sprint deliver this call to Wireless One?

12      A.     In the same way previously mentioned.

13      Q.     Did you just describe three different call completion scenarios with two different  
14      compensation processes but the traffic was transported in an identical fashion at  
15      nearly identical costs?

16      A.     Yes, I did.

17      Q.     Have you requested Sprint to send traffic over the end office Type 2B trunk groups?

18      A.     Yes, many times. As the previous discussion demonstrates, Sprint has been back  
19      hauling all of the traffic that could be delivered over the end office trunks to its  
20      tandem and charging Wireless One a Reverse Option charge. Prior to our SS7  
21      implementation in late August 1997, that traffic could have been delivered over the  
22      end office interconnections with a simple software translation at Sprint's end office.

1 If Sprint wants to have call counting and timing capabilities associated with the  
2 routing, it may take some hardware additions like they made to measure receipt of  
3 Type 2B traffic at each end office. However, the overall cost of distributed routing  
4 would be insignificant.

5 Q. Why has Sprint not complied with your request?

6 A. Sprint has given me a number of different and conflicting responses at different times.  
7 I believe that the underlying reason for Sprint's refusal to comply with this request is  
8 that it does not want to forego the \$0.0588 per minute of use Reverse Option revenue  
9 stream. If this traffic were delivered over the end office Type 2B trunk groups  
10 of the monthly Reverse Option charges could be eliminated.

11 Q. In his deposition, Mr. Poag testified (p. 45, l. 7 – p. 46, l. 14) that Sprint would  
12 terminate traffic to the end office interconnections, rather than back haul it to its  
13 tandem and charge the Reverse Option charge, if Wireless One had an NXX rate  
14 centered at the local interconnection. Will you comment on that?

15 A. When Mr. Poag realized for the first time in his deposition that Sprint was not using  
16 the end office interconnections with Wireless One to send land-to-mobile traffic, he  
17 immediately assumed that it was because Wireless One did not have any of its NXX  
18 codes locally rate centered (p. 46). Mr. Poag did not acknowledge that it is  
19 technically feasible to reprogram Sprint's switches to recognize all of Wireless One's  
20 NXX codes over all of the end office interconnections (p. 47). The effect of this  
21 would allow all land-to-mobile calls from a Sprint exchange with a Type 2B end  
22 office interconnection to Wireless One to be terminated over the end office

1 interconnection and allow for the traffic to be transported by Wireless One to its  
2 customer, wherever located.

3 Q. If Sprint did use the Type 2B end office interconnections to deliver land-to-mobile  
4 traffic, how would Sprint charge for that traffic today?

5 A. If Sprint did use them at this time, it still intends to charge Reverse Option unless and  
6 until they implement the principal of distributed NXXs, which is discussed in greater  
7 detail later. All calls from Sprint's [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED]

11 [REDACTED] end offices would also be subject to Reverse Option charges to  
12 any Wireless One NXX that Sprint does not recognize as being rate centered in the  
13 same landline local calling area as the end office.

14 Q. Do you have any experience with using distributed NXX codes?

15 A. Yes, I have done this with other local exchange companies to eliminate toll charges,  
16 like the Reverse Option. Other local exchange companies employ what are known as  
17 distributed NXX codes that allow virtual rate centering of wireless NXX's  
18 LATAwide so that individual NXX codes are not required in each and every  
19 community by each and every wireless carrier.

20 For example, our former affiliate, Ohio Cellular RSA Limited Partnership,  
21 which we divested October 30, 1996, had distributed NXXs that allowed GTE  
22 customers LATAwide to call cellular telephone or pager numbers toll free. GTE

1 applied no charge for wireline origination from its exchanges within the traditional  
2 landline local calling area of each of its exchanges when we had direct  
3 interconnection within the local calling area. When the call originated outside the  
4 traditional landline local calling area of our physical points of interconnections, we  
5 compensated GTE under an interconnection agreement on file with the Public  
6 Utilities Commission of Ohio at the same rates as paid for mobile-to-land  
7 terminations within the LATA.

8 Interestingly, in a showing of genuine concern for NXX code conservancy,  
9 GTE actually distributed the two paging codes which were provided by Ameritech so  
10 that both GTE and Ameritech landline customers call the same paging numbers toll  
11 free LATAwide.

12 Like the GTE agreement, our interconnection agreements with Ameritech had  
13 Reverse Option land-to-mobile rates identical to the mobile-to-land rates for landline  
14 call originations outside the traditional landline local calling area of the virtual and  
15 physical rate centers we established for our various LATA NXX's.

16 Sprint still does not provide distributed NXX's within the Ft. Myers LATA  
17 despite my prior requests.

18 Q. What kind of signaling would Sprint have to deliver with the land-to-mobile traffic  
19 over the end office Type 2B trunk groups?

20 A. Sprint would have to be able to deliver an SS7 signal for all traffic.

21 Q. Is it economically efficient to back haul every call from its origination end office  
22 through its tandem for call completion to your company?

1 A. As Mr. Poag stated (p.42, l. 23 – p.43, l.3), it would be far more efficient for Sprint to  
2 utilize the existing points of interconnection to its end offices. However, my  
3 understanding from Sprint Carrier Relations Management is they are unable to pass  
4 us SS7 signaling, and in particular caller identification, from the end offices at this  
5 time.

6 Q. Why did you say in your deposition that SS7 end office signaling was not an  
7 arbitration issue in this proceeding?

8 A. Sprint's April 1997 filing of the previously mentioned tariff revision for SS7 occurred  
9 in the middle of our negotiation for that service and with no prior notice to us. The  
10 Commission Staff had already recommended Sprint's tariff revisions for approval  
11 before we were aware of it.

12 At that time we felt we desperately needed Automatic Number Identification  
13 ("ANI") from Sprint in connection with our digital service rollout to counter the  
14 offerings of wireless competitors and made a decision to accept the tariff offering  
15 without delaying SS7 provisioning for the duration of our negotiating and arbitration  
16 interval.

17 We truly believe that the provisioning of SS7 between our companies is  
18 properly a term and condition that should be included in an interconnection  
19 agreement. Although our interconnection agreement has general references to SS7,  
20 we accepted the tariff provisioning as a necessary expedient.

21 Q. Would Sprint pay a penalty for requiring all land-to-mobile calls to reach your  
22 company by tandem office interconnection to Wireless One?

1 A. Sprint would pay the higher tandem interconnection, transport, and end office  
2 termination rates, but I do not consider this a penalty. Sprint could avoid these higher  
3 rates if it were able to send SS7 signals including ANI and use the existing end office  
4 connections between our companies.

5 Q. Would Sprint have to deliver the SS7 signal from its interconnected end offices?

6 A. We would accept SS7 signal delivery at any point in our system but unless we receive  
7 it – we must for any call completion – Sprint is unable to use the end office  
8 connections for call delivery to us. Since SS7 is a packet switching technology,  
9 however, Mr. Poag testified (p. 100, l. 15-19) that the signal could be routed over the  
10 Ft. Myers tandem location where it currently passes and the voice traffic could be  
11 routed over the end office Type 2B trunks.

12 Q. Can your wireless end office connections to the Sprint end offices provide Sprint with  
13 the SS7 feature of ANI?

14 A. We are able to send ANI but my understanding from Sprint Carrier Relations  
15 Management is that their end offices are unable to receive it at this time.

16 Q. Why are Sprint's end offices unable to receive it at this time?

17 A. My understanding is that Sprint currently relies on a central processing system that  
18 originates at its STP points of Winter Park and Altamonte Springs in the Orlando  
19 LATA. They of course could obtain such capability from Northern Telecom, as we  
20 have done, but they made an economic decision not to at this time. Consequently,  
21 their end offices lack this capability that our end offices contain.

22 Q. Does Sprint have any time table for being able to recognize the SS7 signal with



1 mobile-to-land end office traffic?

2 A. Sprint mentioned a willingness to experiment with some form of SS7 call signal  
3 delivery process that might enable it to utilize its end offices for call delivery this  
4 summer but there has been absolutely no follow up on this matter.

5 Q. Despite Sprint's inability to receive the SS7 signal, can Wireless One presently  
6 terminate traffic to the Sprint end offices?

7 A. Yes. We are doing so by sending the old, multi-frequency signaling technology,  
8 which we still are able to send and Sprint can accept at its end offices.

9 Q. Why is the delivery of land-to-mobile traffic over the end office interconnections  
10 important to the issues in this arbitration?

11 A. It is important for two reasons. First, it is important for the Commission to  
12 understand how Sprint has refused to send traffic over the end office interconnections  
13 in order to maximize its Reverse Option revenue. Had Sprint previously been willing  
14 to send land-to-mobile traffic over these interconnections, it would have greatly  
15 reduced the Wireless One Reverse Option cost and, consequently, the pressure to  
16 arbitrate the issue in this case. Also, the intertwined relationship between end office  
17 terminations and the Reverse Option shows how integral the Reverse Option is to the  
18 interconnection agreement of Sprint and Wireless One and why it should be part of  
19 the agreement at issue in this arbitration, as is discussed more in the next section of  
20 my testimony. Second, it is important for the Commission to realize that Sprint could  
21 terminate land-to-mobile traffic over the end office interconnections.

22 Q. Why is it important for the Commission to appreciate the second point?



1 A. It is important because of Mr. Poag's testimony regarding the functionality of  
2 Wireless One's network for reciprocal compensation purposes. Mr. Poag testifies in  
3 his direct testimony (p. 11) that Wireless One's network does not provide the same  
4 functionality as Sprint's network and, consequently, the same reciprocal  
5 compensation cannot be charged. In his deposition, Mr. Poag admitted that Wireless  
6 One's tandem and transmission facilities were the functional equivalent of Sprint's  
7 tandem and transport facilities, and limited the point of his disagreement to whether  
8 the cellular end offices are the functional equivalent to Sprint's end offices (p. 28, l.  
9 12-25). On this last point, Mr. Poag testified (p. 29, l. 1-8) that the landline and  
10 cellular end offices are different because (1) the call processor for the cellular end  
11 office is centrally located at the tandem as opposed to at the end office for the landline  
12 end office and (2) Sprint cannot terminate traffic at the cellular end offices. The  
13 second basis for Mr. Poag's end office distinction is plain wrong. Sprint *could*  
14 terminate traffic at Wireless One's end office over the Type 2B interconnections, it  
15 just chooses not to.

16 Q. What about the first basis for the distinction?

17 A. Mr. Poag is absolutely correct that the call processing functions of the cellular end  
18 offices are performed in a central location at the cellular tandem office. As John  
19 Meyer explained in his direct testimony, however, the fundamental mobile nature of  
20 the cellular network requires the call processing for the cellular end office to be  
21 centrally located. The central location of the call processor does not change the  
22 functionality of the cellular end office. In essence, Mr. Poag's view is that the

1 cellular distribution system begins at the cellular tandem. This is wrong – the cellular  
2 distribution system starts at the cellular end office. John Meyer describes this in  
3 greater detail in his rebuttal testimony.

4 Bellcore's SR-TAP-000191 defines an end office as, "A switching system in  
5 the message network that establishes line-to-line, line-to-trunk, and trunk-to-line  
6 connections and provides dialtone to customers." John Meyer testified that the  
7 cellular tandem is unable to provide dial tone to customers, but the cellular end office  
8 does meet this Bellcore definition.

9 Q. With regard to end office termination, Mr. Poag raises a rate disparity issue in his  
10 direct testimony (p. 14, l. 20 – p.15, l. 8) where Sprint would pay the higher tandem  
11 rates if it has to deliver all its traffic at the cellular tandem office, while Wireless One  
12 can deliver to Sprint's end offices. Please comment on that testimony.

13 A. As I previously stated, Sprint could terminate its traffic at Wireless One's cellular end  
14 offices where there are Type 2B interconnections. Because Wireless One considers  
15 the cellular end office to be the functional equivalent of the wireline end office,  
16 Wireless One would charge Sprint symmetrical reciprocal end office termination rates  
17 for that traffic. In other words, we would charge Sprint the same end office  
18 termination rate of \$0.003587 that Sprint will charge us to terminate end office traffic  
19 to them.

20 Q. How does Wireless One's tandem switch coverage compare with Sprint's?

21 A. Sprint uses its Ft. Myers tandem to provide services within Charlotte, Collier, Glades,  
22 Hendry, and Lee Counties. Its Avon Park tandem coverage area includes DeSoto,

1 Hardee, Highlands, and Okeechobee Counties. Upon decommissioning of the North  
2 Ft. Myers tandem serving Lee County which is scheduled for December 1997,  
3 Wireless One's South Ft. Myers tandem will cover all of Sprint's Ft. Myers LATA,  
4 excepting Okeechobee County, from a single tandem.

5 Q. Has Wireless One demonstrated that its network is the functional equivalent of the  
6 Sprint's network?

7 A. Yes. [REDACTED]

8 [REDACTED]

9 [REDACTED]

10 [REDACTED] We have explained a

11 proprietary microwave transmission network [REDACTED]

12 [REDACTED]

13 [REDACTED]

14 [REDACTED]

15 [REDACTED]

16 [REDACTED] In short, we have demonstrated that we are an independent

17 competitive telephone company whose network provides the same functionality as

18 Sprint's. As a result, we are deserving of being able to charge symmetrical rates.

19 When Sprint terminates traffic to Wireless One's tandem, we will charge symmetrical

20 tandem switching, transport and end office termination rates. When Sprint terminates

21 traffic to the end office interconnections, we will charge symmetrical end office

22 termination rates.

1     *Reverse Option Charge*

2     Q.     Do you believe that the Reverse Option should be included in Wireless One's  
3             interconnection agreement with Sprint?

4     A.     Absolutely! As I testified previously in my direct testimony, Wireless One has  
5             always elected Sprint's Reverse Option charge for land-to-mobile call completions. It  
6             has been in place consistently since our initial physical interconnection. Sprint has  
7             never charged its customers an intraLATA toll charge for any land-to-mobile calls  
8             since we commenced cellular operations in 1990. The Reverse Option charge is part  
9             of the same mobile services section of Sprint's tariff that has governed the rest of our  
10            interconnection relationship over the years. As previously mentioned, the intertwined  
11            relationship between end office terminations and the Reverse Option shows how  
12            closely related the Reverse Option is to the interconnection relationship of Sprint and  
13            Wireless One and why it should be part of the agreement at issue in this arbitration.  
14            The Reverse Option is an integral part of our interconnection relationship and should  
15            be included with the other terms and conditions of the interconnection relationship  
16            that now will be governed by agreement rather than tariff.

17    Q.     Sprint argues in its Response filed on October 7, 1997 that including the Reverse  
18             Option in the interconnection agreement will have the effect of altering its state-  
19             approved tariffs and that state-approved tariffs should not be altered in a two-party  
20             arbitration dispute. How do you respond?

21    A.     Having the Reverse Option included in the agreement does not affect Sprint's state  
22             tariffs any more than including the basic rates for interconnection in the agreement.

1 The agreement includes a tandem interconnection, transport, and end office  
2 termination rate of \$0.007954 per minute of use. This is the same service listed in the  
3 Sprint's mobile services tariff as Type 2A interconnection that is tariffed at \$0.0334  
4 per minute of use peak and \$0.0234 off peak. Similarly, the mobile services tariff  
5 includes a rate of \$0.01 per minute of use for a Type 2B end office interconnection.  
6 This rate has been reduced to \$0.003587 per minute of use in the agreement. In other  
7 words, the FCC's local competition order has altered a number of matters that are part  
8 of Sprint's state-approved tariffs. Just like the rates for mobile interconnection vary  
9 from the state-approved tariffs and are included in the interconnection agreement, so  
10 should the Reverse Option be included in the interconnection agreement. Contrary to  
11 Sprint's suggestion, this does not make the state tariffs unlawful. It simply modifies  
12 the relationship between Sprint and Wireless One from one based on tariff to one  
13 based on contract.

14 Q. Sprint also argues in its Response that the scope of the FCC's rules are limited solely  
15 to determining when local interconnection rates versus access charges apply, and that  
16 any enlargement of that scope would infringe on the Commission's intrastate  
17 regulatory jurisdiction. How do you respond?

18 A. Mr. Poag believes (direct testimony at 9) that the FCC's order replaces access charges  
19 for intraMTA calls between cellular carriers and local exchange companies with  
20 transport and termination charges. Mr. Poag believes that Sprint can continue to  
21 charge its customers toll, even though originating and terminating access for the

1 traffic no longer applies. Wireless One has never charged Sprint access to terminate  
2 traffic and Sprint has never paid Wireless One terminating access.

3 Sprint acknowledges that the FCC has preempted Sprint's ability to charge or  
4 collect intrastate access for intraMTA intraLATA calls. By acknowledging the FCC's  
5 preemption in this area, it is not clear why Sprint believes that the FCC could not also  
6 affect the local calling area. If the FCC can preempt on the access relationship, why  
7 can it not change the local calling area to be the entire MTA?

8 In any event, the Commission does not need to conclude that the state local  
9 calling area has been changed to provide the relief that Wireless One is seeking in this  
10 case. By including the Reverse Option as part of the interconnection agreement,  
11 Sprint would be recovering its costs related to providing the traffic in the  
12 interconnection relationship with Wireless One, as it always has done in the past. If it  
13 were then to charge its customer as well, Sprint would be compensated twice for the  
14 same traffic. While Sprint might like to be paid by two different parties for the same  
15 traffic, that would be inappropriate.

16 Q. What does Sprint charge its customers for intraLATA toll calls?

17 A. According to Mr. Poag's review of Sprint's tariff during his deposition (p. 56, l. 1-6),  
18 the basic charge in the Ft. Myers LATA is \$0.24 for the first minute and \$0.21 for  
19 subsequent minutes for the second and third rate bands.

20 Q. How was Sprint's Reverse Option rate developed?

1 A. Mr. Poag testified in his deposition (p. 85, l. 23 – p. 86, l. 7) that the price of the  
2 Reverse Option was set equal to Sprint's originating access price, which at the time  
3 was \$0.0588. The price of Reverse Option has not changed since then.

4 Q. Has the price of Sprint's originating access changed since the Reverse Option rate  
5 was set?

6 A. Yes, Mr. Poag testified in his deposition that Sprint had reduced some of the  
7 components that make up originating access for an overall five percent reduction (p.  
8 69, l. 4). A five percent reduction from the originating access price of \$0.0588 equals  
9 \$0.00294, reducing originating access to \$0.05586.

10 Q. With this information on how the price of the Reverse Option was set, how do you  
11 respond to Sprint's position on access being replaced by transport and termination?

12 A. If access has been replaced by transport and termination for intraMTA calls, that  
13 would mean that the originating access price Sprint used in its computation would be  
14 replaced by transport and termination pricing. Eliminating the current price of  
15 originating access from the Reverse Option would reduce the Reverse Option price to  
16 \$0.00294. Replacing access with transport and termination would mean that Sprint  
17 would pay Wireless One the appropriate transport and termination pricing to  
18 terminate the traffic. When access is removed, the remaining \$0.00294 is very similar  
19 to the \$0.004 LATA-wide additive transport charge in the BellSouth/Vanguard  
20 agreement.

21 Q. Is Wireless One willing to pay a Reverse Option rate on this basis?

1 A. Yes, we are willing to pay Sprint \$0.00294 per minute of use for any additional  
2 transport cost it incurs for the Reverse Option intraMTA minutes that Sprint has to  
3 back haul to its tandem. As I stated in my direct testimony, we also would be willing  
4 to incorporate the identical charge in the BellSouth/Vanguard agreement subject to  
5 true up as that agreement provides. Of course, the tariffed Reverse Option rate would  
6 continue to apply to interMTA calls where appropriate.

7 Q. Does this conclude your rebuttal testimony?

8 A. Yes, it does.

9

10 114888.2



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by Wireless One :  
Network, L.P. for Arbitration of : Docket No.:  
Certain Terms and Conditions of a : 971194-TP  
Proposed Agreement with Sprint-Florida, :  
Incorporated Pursuant to Section 252 : Filed:  
of the Telecommunications Act of 1996 : October 15, 1997  
:  
:

Confidential Pursuant to  
Section 364.183, Florida Statute,  
FPSC Rule 25.22.006, F.A.C.  
and  
Notice of Intent to  
Request Confidential Classification  
Dated October 7, 1997

DEPOSITION OF: F. B. POAG  
DATE: Monday, October 20, 1997  
TIME: 1:53 p.m.  
LOCATION: Sprint-Florida, Inc.  
1520 Lee Street  
Fort Myers, Florida  
PURSUANT TO: Notice by Counsel For  
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REPORTED BY: Lori A. Tipson  
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ALSO PRESENT: Frank Heaton, Wireless One  
John C. Meyer, Wireless One  
Edward B. Fox, Sprint  
Robin Norton, Via Telephone, FPSC Staff

I N D E X

WITNESS: F. B. POAG

Direct Examination by Mr. Rehwinkel

Page 4

E X H I B I T I N D E X

<u>EXHIBIT NUMBER</u>	<u>PAGE MARKED</u>
Wireless One's Exhibit 1 (Photocopy of Notice of Taking Deposition)	Page 65
Wireless One's Exhibit 2 (Photocopy of General Exchange Tariff)	Page 65
Wireless One's Exhibit 3 (Photocopy of 11/2/94 Letter to Mr. D'Haesseleer from Mr. Poag)	Page 65
Wireless One's Exhibit 4 (Photocopy of Access Service Tariff)	Page 65
Wireless One's Late Filed Exhibit 5 (Photocopy of Updated Access Service Tariff)	Page 68

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Fort Myers, Florida

Monday, October 20, 1997

(Counsel, Deponent and others listed present)

F. B. POAG,

a witness herein, called at about 1:53 p.m. by  
Counsel for Wireless One, sworn by reporter,  
testified:

DIRECT EXAMINATION

BY MR. ADAMS:

Q Please state your name and business address  
for the record.

A Ben Poag. Business address is 1313 Blair  
Stone Road, Tallahassee, Florida, 32301.

Q And what is your current employment and  
position?

A I'm director of regulatory -- excuse me --  
director of tariffs and regulatory management.

Q For what company?

A Sprint.

Q Are you the same Ben Poag that filed  
testimony in Docket Number 971194-TP before the Florida  
Public Service Commission on October 7, 1997?

A Yes.

Q Do you have any additions or corrections to  
your testimony at this time?

A No.

Q Okay. Did you receive a copy of a notice of deposition duces tecum that was provided to your attorney?

A No, but I heard about it.

MR. ADAMS: I'd like to mark that as  
Deposition Exhibit 1.

BY MR. ADAMS: (Cont'g.)

Q And that notice of deposition asks for a production of certain documents here today. And the first is a complete set of Sprint Florida current tariffs on file with the Florida Public Service Commission, including its mobile services access and intra-LATA toll tariffs. Do you see that? Why don't you look at Exhibit 1.

Have you furnished those today?

MR. ADAMS: Charles and I have talked and I'm just making a record of where we are.

THE WITNESS: Let me go off the record and talk to my attorney for a minute.

MR. REHWINKEL: Okay.

(At about 1:55 p.m. - a discussion was held off the record. Back on the record at 1:55 p.m.)

MR. REHWINKEL: We just -- we are fully willing to cooperate in production of documents as

you request on the time -- short time frame that we've had and consistent with your agreement to provide documentation to us and we've endeavored to provide documentation in compliance with this information request that's attached to the notice of deposition duces tecum.

In addition, we have some objections about the relevance of tariff but those objections will be -- will not be a basis for him not to answer questions today. And we will endeavor to provide information expeditiously in the context of this expedited proceeding.

MR. ADAMS: Well, what I have seen today are an excerpt from the access tariff that you faxed to me last Friday.

MR. REHWINKEL: Right.

MR. ADAMS: And we have that and it's my understanding that the entire tariff isn't here. The access tariff, that is. But the entire general exchange tariff is here; is that correct?

MR. REHWINKEL: Right. That's right.

MR. ADAMS: Okay.

BY MR. ADAMS: (Cont'g.)

Q In point two and three of the notice duces tecum, I asked for all documents that relate to the

various costs that are recovered in or used to develop Sprint's current intra-LATA toll tariff rates.

Did you bring anything in response to that?

A No.

Q Do you have any documents or do any documents exist with regard to those?

A No.

MR. REHWINKEL: Let me mention, we have --

THE WITNESS: That's intra-LATA.

MR. REHWINKEL: I'm sorry. I was thinking of number three.

BY MR. ADAMS: (Cont'g.)

Q There are -- you have no cost information to support your current tariff prices for intra-LATA toll?

A That's correct.

(At about 1:58 - Mr. Fox exited the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q With respect to point three on the reverse option rate that has been the subject of some discussion already today, do you have any cost information responsive to that?

A No.

MR. REHWINKEL: Well, just let me make it clear, Bill. The -- we have brought with us the

last revision made to the land-to-mobile option, or A-25-G-7, that shows the development of that rate.

MR. ADAMS: May I see that?

MR. REHWINKEL: We'll be glad to provide that to you.

THE WITNESS: Just for the record, it does not include any costs in it. It's strictly a revenue and rate change.

MR. REHWINKEL: This is a document dated November 2nd, 1994 from Mr. Poag to Walter D'Haeseleer, that's D, apostrophe, capital H-A-E-S-E-L-E-E-R, at the Florida Public Service Commission.

MR. ADAMS: Would it be possible to get a copy of that so we can attach it to the deposition?

MR. REHWINKEL: You can have it.

MR. ADAMS: Okay.

BY MR. ADAMS: (Cont'g.)

Q Mr. Poag, then there are no -- there is no cost information that Sprint has in its possession anywhere with respect to the reverse option rate; is that correct, is that your testimony?

A That's correct.



Q You can hand that back to the court reporter.

Mr. Poag, you've been here this morning until now and you've sat through for the most part of the depositions of John Meyer and Frank Heaton from Wireless One; is that correct?

A For the most part. I was in and out a few times making arrangements for lunch and other reasons.

Q Okay. Turning to your pre-filed testimony, I see from -- on page one and -- page one, that you began working with United Telephone in 1985?

A That's correct.

Q Have you been responsible for tariffs and regulatory matters since that time?

A Not -- not totally for tariffs. There was somebody else in charge of tariffs for awhile when I first started in '85, but subsequently, I did take over tariffs.

Q Do you remember when you took over the tariff operations?

A No. No.

Q Within the last year?

A Oh, no. It was many years ago.

Q Sometime before 1990?

A I'm going to guess and say '88.

Q Were you involved in the creation of the reverse option tariff?

A Yes.

Q So you had the responsibility at that point in time?

A I believe so. I'm quite familiar with it.

Q Are you also involved in cost information that might support different tariff filings?

A Yes. Certain service offerings, yes, sir.

Q Would you participate in the development of costs to support different tariff offerings?

A Yes.

Q And you would also be the main interface person with the Florida Commission with regard to getting that cost information to regulatory officials?

A It would depend. We have a kind of a split responsibility on that. Our corporate folks are doing -- our Kansas City folks are doing more and more of the costing because they're moving to more of a centralized operation. Historically though, most of it did come out of our Florida group. The models, themselves, were developed and/or purchased through corporate.

Q Okay. Do you have just state responsibilities or also federal?

A Just primarily state. I have some federal involvement but not as much as I used to years ago.

Q And you say "used to years ago," what involvement did you have back then?

A Well, years ago, we used to develop the access rates in the states. We worked in conjunction with corporate. We had our own separations and a part 69 allocation group and we don't have that any longer.

Q When did that change?

A About a year and-a-half ago.

Q So fairly recently?

A Yes.

Q Have your access rates -- intrastate access changed since that occurred?

A Yes.

Q How many times?

A I'd -- twice, I think.

Q Referring back to your testimony now, you said before you began work with United Telephone you worked at Southern Bell. And you mentioned a number of different positions, including marketing, engineering, training, rates and tariffs, public relations and regulatory. Do you see that?

A Yes.

Q Can you describe with respect to the

engineering what kind of engineering responsibilities you had?

A I was an outside plant engineer.

Q And what kind of things did you do as an outside plant engineer?

A Designed carrier systems and outside plant facilities.

Q Give me an example of some outside plant facilities.

A It would be basically a copper distribution system. You had cross boxes, subscriber line carriers. You'd have pedestals.

Q So these would be items that are considered in the local loop from the end office to the customer?

A Some of it's in the local loop carrier system. I put in one of the first T1 carrier systems back in 1963 between Merritt Island and Cocoa.

Q And a carrier system --

A I said carrier system. Excuse me. No, it was later than that. T1 -- it was when they, Bell South, first started using T1. It was probably more like '67.

Q You were working in that area in 1967. How long did you stay in the engineering function?

A Approximately a year and a-half.

Q And then you moved at that point to -- what would your next area of responsibility be?

A I went into data communications.

Q And what kind of responsibility did you have for data communications?

A Well, it was primarily dealing with customers, establishing data networks.

Q More of -- would it be the marketing that you described here?

A Yes. It was primarily marketing but there was a lot of technical training, obviously, associated with that.

Q So the engineering function, though, that you described was isolated to a period from 1967, '68, thereabouts?

A Yes.

Q Did you ever go back into engineering at any later time in your career?

A Other than the fact that in the responsibilities for doing the costing, we had to get into a lot of detail about what all of the elements are and how they work and how they fit together to form a network, and like our SONET networks, those kinds of things. I was involved in that and I had had pretty extensive electronic background from being in the

military so that was -- so even before I went into the engineering, I had had about two and-a-half years in electronics in the military.

Q And what years was that?

A Oh, boy. '60, '61, '62.

Q But after 1968, is it safe to say that you had no more direct engineering responsibilities, correct?

(At about 2:06 p.m. - Mr. Fox entered the proceedings.)

THE WITNESS: Correct.

BY MR. ADAMS: (Cont'g.)

Q And at the time -- so it's also true that you don't have any direct engineering experience with cellular networks, which weren't created until much later than that?

A Correct.

Q Have you had an opportunity to read John Meyer's testimony that has been filed in this case?

A Yes.

Q Do you have any points of disagreement with his testimony?

A Yes.

Q And do you have a copy of -- can your counsel furnish you a copy of that? Can you go through and

point out pages and lines of disagreement?

A Yeah. I'll get my copy.

MR. REHWINKEL: I just want to make a general objection at this point. We have not identified or established that Mr. Poag will be rebutting -- providing any rebuttal to Mr. Meyer in this docket.

THE WITNESS: Beginning on page three, line five, he states that each network contains essentially three components: Tandem switches, transmission facilities and end offices. I disagree with the fact that you provide a tandem switch. I disagree with the fact that you provide -- allege that end offices are cell sites or end offices.

I agree that you provide transmission facilities, but I disagree that you provide transmission facilities under the definition of transport as provided in the FCC's order.

BY MR. ADAMS: (Cont'g.)

Q Okay. What part -- why do you think that Wireless One does not provide any tandem switching?

A Because to have tandem switching, you have to have more than one switch and they don't have more than one switch. Let me qualify that.

I have overlooked the fact that you all have recently acquired Palmer. To the extent that you have traffic that goes from one MTSO to the other MTSO, then I would agree, yes, that would be tandem switching. To the extent though that you're talking about going from the MTSO to a cell site, that's not tandem switching.

Q And MTSO, you're saying M-T-S-O?

A Yeah, mobile telephone switching office.

Q You would agree that the MTSO or what we refer to as a tandem provides switching functionality?

A It provides basically end office switching functionality.

Q So the real dispute it sounds like -- and correct me if I'm mischaracterizing this -- is whether the cell sites provide the end office equivalent functionality?

A Not really. I mean, the -- I think it's both. Number one, they don't provide the same functionality as end office and the MTSO doesn't perform tandem switching unless it's to the other MTSO. If I say that going forward, that's what I mean.

Q You're saying -- well, why don't we proceed on with your identification of areas of disagreement?

MR. REHWINKEL: Just so I can be sure of the



question, do you want him to go through and identify each and every disagreement he has?

MR. ADAMS: Just, you know, general areas. It's okay to -- it doesn't have to be every word but it's pretty short. It shouldn't take too long.

(At about 2:12 p.m. - Mr. Heaton exited the proceedings.)

THE WITNESS: It has a description of Sprint's network that is severely oversimplified.  
BY MR. ADAMS: (Cont'g.)

Q Which page are you on?

A Bottom of page three and the top of page four.

Q With what respect is it oversimplified, just generally?

A Well, he addresses the single wire line to the end user's fixed location, and we have SONET rings that go from end office to customer premises locations. We have host switches. We have remote switches. We have subscriber line carrier systems. We have cross boxes. We've got a tremendous amount of traditional network out there. In many cases, the facility that we're providing from the end office out to a subdivision is very similar to the network that

you're providing out to the cell site.

Q I mean, can you be more specific about those different pieces that you just identified?

MR. ADAMS: Can you read back his answer?

THE WITNESS: Well, it's in my direct testimony.

(The answer was read back as previously recorded by the Court Reporter.)

BY MR. ADAMS: (Cont'g.)

Q So the items that you just identified: SONET ring, subscriber line carrier, host switches, remote switches, cross boxes are five pieces of the network that you think Mr. Meyer did not describe?

A Correct.

Q Do you consider yourself an expert in network engineering?

A No.

Q Of either wireless or wire line?

A Correct. I do not.

Q Let's continue.

A On line eleven --

Q Page four?

A Yeah, page four. Our tandem is a DMS-200, not a 100.

Q Is that different in some way functionality-

wise?

A Yes.

Q Which tandem is a DMS-200?

A Well, we technically only have one tandem and that's the Fort Myers office which we generally refer to as an access and toll tandem. Historically that's the way we refer to it. There may be other smaller what we call local tandems. I'm just not familiar with the net details of the network, per se. But those would not be what I refer to as access or toll tandems.

Q Your Fort Myers tandem, which is actually in this building on Lee Street or nearby, correct?

A I don't know. I'm policy.

Q Do you know if you also have a tandem at Avon Park?

A That's correct.

Q Is that also in the Fort Myers LATA?

A Yes. That's -- and it's my understanding that that's a basically a 100/200. And that serves both as a tandem and as an end office. That's why you effectively have the 100/200 designation: 100 serving as the end office, the 200 as the tandem function.

Q So the Fort Myers tandem only serves as a tandem function?

A Correct.

Q And it doesn't serve as an end office function?

A Correct.

Q While we're on this point, have you had a chance to review Frank Heaton's testimony and the diagrams that are attached?

A Yes, somewhat. He wouldn't give me a good copy -- color copy of the diagrams.

Q Let me just show you Exhibit FJH 1.1, which shows Sprint's Fort Myers LATA network end office and tandem offices. Do you see anything wrong with that description diagram?

A There's nothing wrong with it as far as it goes. And I think -- at least he's showing one tandem rather than two.

Q There's two?

A This is the Avon Park (indicating) thing. I was saying in the Fort Myers area, we had one.

Q Okay.

A I believe -- I thought I had read somewhere that somebody said we had two of them. Yes, it says at both its Fort Myers LATA tandems. You're referring to that as the other Fort Myers tandem. I didn't refer to that as the Fort Myers. Okay. So we do have -- when you take in Avon Park, we do have two.

Q So this is an accurate description of Sprint's network?

A I don't know that its -- your question was, is there anything wrong with it. I don't see anything wrong with it but I can't list these central offices and tell you where they're located or that kind of stuff. Conceptually it looks okay insofar as it goes.

Q And by that you mean the other pieces of network that you previously identified are not reflected on that diagram?

A Correct.

Q Back to Mr. Meyer's testimony now.

A Yes. On lines fifteen through nineteen.

Q Still on page four?

A Yes. Yeah, I disagree that each has the same hardware pieces and that they are functionally the same.

Q What hardware pieces are different in your judgment?

A I can't give you the specific pieces of hardware. Ours provides, for example, operator services, and I don't believe the 250 does.

Q Anything else?

A No. Again, I'm not an expert on that but just conceptually knowing how the network works and

what takes place in a cell site to complete a call, and I don't perceive them as the same.

Yeah, I don't disagree a whole lot with what he has at the top of five. I will point out we do have some digital microwaves in some areas, especially over in Collier County where we have some extremely remote customers.

Q You're referring to lines one through six on page five?

A On page five, yeah. Again, on lines nine and ten, he does the oversimplification of the single wire line between the end office and the fixed end user location. And I don't agree that they perform the same functions of actually delivering a call or receiving a call from the end user.

In the -- in our case, the end office can originate, terminate, handle all of the setup, handle all of the billing of the call. A cell site doesn't do that.

Q Do you disagree with his testimony that a cell site cannot do that because of the mobile nature, there has to be some central processing?

A It can't do it because it's not a switch.

Q Do you disagree with -- well, you would agree that there are some fundamental differences between a

wireless and a wire line network, wouldn't you?

A Absolutely.

Q And the most fundamental difference is that a wireless network has mobile customers and a wire line does not. Do you agree with that?

A Somewhat. And let me qualify that a little bit. In the case where Mr. Heaton was talking about the customer that is located in the driveway of the person that's calling them, that's really not a whole lot different than in a situation of where we have remote call forwarding and a call gets, you know, forwarded to the next door neighbor of that person on a land line.

So there are situations where you just don't know where a call is going to originate and terminate regardless of what number you call. But by the same token, if you were to take a cell site and if I were to take a fixed telephone, wireless telephone, and put it in my house and I never moved it, I never moved it, that cell site could not switch that call from my phone to another end user phone without the use of the MTSO or the DMS switch.

Q But you're saying the fixed wireless phone, you still have the functionality with that phone of being able to move either within your house or beyond

your house, correct?

A I don't understand your question.

Q Well, I'm just following up to your last answer. In your last answer, you assumed you had a fixed wireless phone. And but your wireless phone has the inherent ability to move within your house or beyond your house to another, not just cellular end office serving your house, but to other cellular end offices, right?

A Yeah, that's part of the cellular system. On page six -- yeah, page six, beginning on line six, it says, "Only when a call cannot be completed through a direct connection within the same end office or a flat rate calling area will a call originated by a Sprint customer require tandem switching." It's not a function of the flat rate calling area.

Q What is it a function of?

A Well, it's basically a function of the network. If there is a high volume of calls between two locations, we'll use a high usage trunk group rather than necessarily going through another switch. But a local calling area really doesn't have anything to do with it. It's really just network design, where is the volume of traffic.

Q So all your local calling areas would not be



served by an end office; is that true?

A Yes. Most of the time, there will be multiple switches in a local calling area.

Q In the calls being terminated within the local calling area would be routed just between the switches serving that or would it be routed back through the tandem serving the multiple end offices?

A I think most of the time, if it's within the local calling area, depending on the distance, it would just be routed through the local -- the local -- no, it wouldn't go back to the tandem. It would not go back to the tandem, generally speaking.

Q You mentioned in your last answer a direct trunk group between a high interest group calling area, I mean, are there examples of those that aren't within a local calling area that you can think of in the Fort Myers LATA?

A No, I couldn't. I don't have detailed knowledge of the Fort Myers -- any of our networks.

Q By direct trunk group, you mean trunking between end offices?

A Yes, without going through a tandem.

Q Okay.

A Generally going through page seven, I don't have -- he's basically describing a cellular network

there and I don't have any disagreements, other than, again, the use of end office terminology in lieu of cell site or tower.

Q Which is the ultimate issue or one of the ultimate issues in this case, right?

A Yeah. I'll just make that standard throughout the testimony.

On page nine, lines six through eight, beginning at the end of line six, says that a wireless end office is required to originate the call, terminate the call and to provide the interface to the mobile unit for call requirements and features. I don't disagree that it does that. I agree that it does it the same way that an end office does it.

Q And why?

A A Sprint end office does it. In other words, it does not do call setup the way an end office would do it.

Q What is the difference there?

A Well, basically the difference is that the central processor, which handles that functionality in the cellular network, is back at the MTSO. In the Sprint network, it's in the end office. Just like the dial tone is in the end office, the customer number is in the end office.

Q So if the central processor were in the cellular end office instead of in the MTSO, you would agree that they are the same?

A No. Just putting the central processor out there, I couldn't agree that it would still be the same then.

Q What would the differences be at that point?

A What would the central processor do?

Q Everything that it does now.

A So if you had multiple central processors just like you'd have at the MTSO at each cell site and then you had a switching bus with time slots to make the actual switching function connection, then I would say -- and you had the memory and the billing and recording capabilities, then it would begin to look like an end office.

Now, I disagree with the statement on line nineteen, page nine that the response to the question the process is the same. We talked about, I think, the --

Q The same reasons you've outlined earlier?

A Yeah. And again, redundant disagreements with lines fifteen and sixteen.

Q Page ten?

A On page ten, yeah.

Q So summarizing what we've just gone through, you don't really have any disagreement that the MTSO performs a switching function and that there is a transmission from the MTSO to a cellular end office. I mean, your real point of dispute is you don't think that a cellular end office performs equivalent functionality of a Sprint end office, and that's largely because a -- there is no central processor in the end office; is that a fair statement?

A That was a little bit long. Let's go through that again.

Q Let's go through it piece-by-piece. You don't have any real disagreement that a MTSO performs a switching function?

A Correct.

Q Correct?

A Correct.

Q And you don't have any disagreement that we have -- we, Wireless One, have transmission facilities from a MTSO to our cellular end offices, correct?

A Correct.

Q The real point of disagreement is whether our cellular end offices perform a function that is equivalent to the Sprint end offices; is that correct?

A Yes.

Q And the primary point of disagreement there is that the central processing for the cellular end offices is contained back at the MTSO as opposed to at the cellular end office; is that correct?

A That's part of it. You can interconnect with any of my end offices to terminate traffic, or Wireless One can. I cannot interconnect with any of your cell sites to terminate traffic.

Q Why is that?

A Because cell sites don't function the same as an end office.

Q Are you aware that Wireless One has type 2-B trunks with Sprint which are two-way trunks and Sprint simply elects not to terminate any land-to-mobile traffic there?

A Those 2-B trunks don't go to a cell site. Those 2-B trunks go to a MTSO.

Q No, that's incorrect. There are -- well, I'm not going to argue with you today.

A No, let's -- what you're talking about is the fact that you have these transmission facilities out there and you take advantage of those transmission facilities to get from point A to point B, but you always end up with the actual interconnection and exchange of traffic happening at the MTSO. So when he

was talking about that ring earlier and the nodes, I mean, that's nothing but a -- I guess it would be a scaled-down version of our SONET rings. Which SONET rings will do a lot more than just hold up the 50 percent capacity, they'll give you 100 percent.

MR. REHWINKEL: Beth, are you still on the line?

(At about 2:41 p.m. - a discussion was held off the record. Back on the record at 2:41 p.m.)

BY MR. ADAMS: (Cont'g.)

Q So the point of disagreement is -- one is the central processor is not contained in the cellular end office?

A Yeah. I'm not --

Q And the other is that you can't deliver -- Sprint can't deliver land to mobile traffic at the cellular end offices is your understanding; is that correct?

A That's not my understanding, that is a fact.

Q Anything else?

A And I'm not limiting it to just the processor. I don't have enough technical expertise to go beyond that. But the processor is clearly one of the major elements that's not at the cell site that is at every one of our end offices.

Q Okay. So as you're sitting here today, you can't think of any other reasons besides those two that we've identified for the differences between the cellular end office and Sprint's end office; is that correct?

A Technical reasons, I will say.

Q I'm sorry?

A Technical reasons.

Q What other kind of reasons might there be?

A Price and policy reasons.

Q Okay. But we're talking about functionality of the network now.

A Yeah.

Q And you're saying from a functionality standpoint, there's nothing else that you can identify now?

A In terms of my technical expertise.

Q Okay. Back to your testimony now, your background doesn't indicate that you have any formal legal practice; is that correct?

A That's correct.

Q You're not a lawyer; is that right?

A That's correct.

Q And you don't -- you haven't gone to law school or taken the Bar exam?

A Correct.

Q You've never practiced law, right?

A Not legally.

Q Illegally? Is that something the Florida Supreme Court would like to talk to you about?

MR. REHWINKEL: He takes the Fifth Amendment on that.

BY MR. ADAMS: (Cont'g.)

Q You would agree then, you're not a lawyer and you're not an expert in legal issues, right?

A Yeah.

Q And that would include legal discipline such as legal interpretation; is that correct?

A Yeah.

Q Which includes legal interpretation of FCC rules and orders; is that correct?

A Yeah.

Q So you would also agree that any testimony you give in here is based on your personal opinion as a non-legal expert, correct?

A Yes.

Q So if you specifically turn to page four, line sixteen through page eight, line ten, that is all your personal opinion as a non-legal expert; is that correct?



A Yes.

Q Similarly with page nine, line twenty-one through page ten, line seven.

A Yeah.

Q Okay. Let's turn back to page two now, two to four. Take a minute if you'll look at that. And then page four, lines five through fourteen are where my questions are going to focus.

A Okay.

Q Are you ready?

A Yeah. Depending on what the question is, I may or may not need to refer to it.

Q On page four, lines five through seven you say, taken together, these provisions define the circumstances when a local interconnection -- when -- which local interconnection charges apply and when access charges apply. Do you see that?

A Yeah.

Q And that taken together refers back to two prior quotations of Sprint's proposed language in the Sprint-Wireless One interconnection agreement, correct?

A Yeah.

Q So you would agree then that either local interconnection or access charges apply to the relationship? Intra-MTA calls or inter -- there are

two different kinds of relationships between Wireless One and Sprint.

A Yeah. I guess I'm expecting you to fill out the question a little bit more, if we're talking about reciprocal compensation between carriers.

Q Correct. Is that what you're referring to in this question and answer?

A Yeah. So with that predicate --

Q So you would agree then that or it's Sprint's position that you may not charge Wireless One any access charges for intra-MTA calling; and that is, land-to-mobile, mobile-to-land, either way, calls that originate and terminate within the same major treating area, correct?

A Yeah. Actually, we wouldn't charge for a land-to-mobile. It would only be mobile-to-land that we would not charge. And conversely Wireless One would not charge Sprint access charges for any intra-LATA toll calls we had terminated to their network. It would just be local interconnection charges. That's for the compensation between the carrier again.

Q How about -- well, so the access has been replaced by local interconnection, correct, the relationship?

A Yeah, with regard to the CMRS provider.

Q And by local interconnection, you mean transport and termination?

A Yes.

Q Under the FCC rules, correct?

A Yeah, under the FCC definition, yeah.

Q Both of these sections from the agreement that you cite on page two through the top of page four are important to your interpretation of this issue; is that correct?

A I wouldn't say they're a part of it as well as my review of the FCC's order and the FCC's rules.

Q These are the two sections from the agreement that you've cited in your testimony as implementing your understanding of what the FCC has done which we just discussed, right?

A Yes, but I also provide references to the FCC's rule and to 9698 in my testimony as well.

Q Right. That's part of the citation of the language from the agreement?

A Correct.

Q And at the bottom of page three, line twenty-two, there's a reference to the intra-LATA toll traffic definition. And you've indicated in your testimony on the next page that -- on page four, the definition of intra-LATA toll traffic is bound up in

this issue because the phrase for purposes of establishing charges between the carrier and company contained in Sprint's position establishes that the traditional notion of toll calling still applies to Sprint's end user customers. Do you see that?

A Yes.

Q You agree with that, right?

A Yes.

Q So if that language were not part of the agreement, you would also agree that --

A If -- well, excuse me.

Q If that language were not part of the agreement, the reverse would be true; I mean, Wireless One's position would be true where that definition is not limited to the purpose of establishing charges between the carrier and company?

A Say that differently.

Q On page four, you've established that it was important that for the purposes of establishing charges between the carrier and company, that's lines eleven and twelve of your testimony, is important to your interpretation of what the rules are in this case, which are that access has been replaced by transport and termination, correct?

A Yeah. I'm not sure where you're going. I'm

just -- it's applicable between the carriers and the company. And as long as it's in the MTA, it's local interconnection and not access charges.

Q So if an intra-LATA toll traffic did not include that language that you quoted at pages eleven and twelve on page four --

A You said if an intra-LATA what didn't include the language?

Q If you look back at the bottom of page three, lines twenty-two through the top of page four, line three, and if you take the quoted section --

(At about 2:53 p.m. - Mr. Meyer exited the proceedings.)

MR. ADAMS: (Cont'g.) -- out which you emphasize in your answer page four, line eleven and twelve out of that definition, you would -- you would agree that it's not limited to establishing charges between the carrier and the company.

MR. REHWINKEL: Bill, is your question -- you're asking if that's the only way to state Sprint's position?

MR. ADAMS: I'm just commenting on his answer here.

(At about 2:54 p.m. - Mr. Fox exited the

proceedings.)

THE WITNESS: Bill, I think the testimony is pretty clear. I'm not sure where you're trying to go. Sitting in a deposition, we're dealing with some technical issues and you want to start chopping words in or putting words out, I need to sit down and think about them.

BY MR. ADAMS: (Cont'g.)

Q It's true that the presence of those words is important to your understanding of how the rules work; is that correct?

A Those words are right out of the FCC's order.

Q And the words we're talking about are, quote, "for purposes of establishing charges between the carrier and company," end quote?

A Yes.

Q And if those words were not included in the agreement, then that also would be significant. You included those words for some purpose?

A Yeah. And I don't -- I guess what I'm driving at is if there's some agreement that's sitting out there for some reason doesn't necessarily include those same words, it's not clear to me that I'd come up with a different interpretation of what that means because of the whole context of the process and the

underlying orders that are behind that. I mean, the fact that somebody left a few words out of a contract, either on purpose or accidentally or whatever, isn't going to change my interpretation. I know what the intent was.

Q Okay. But you would agree if you took out that phrase, from the intra-LATA toll traffic definition, at the bottom of three and top of four, what is left is this traffic defined in accordance with the company's then current intra-LATA toll serving areas to the extent that said traffic does not originate and terminate within the same MTA.

What that limits intra-LATA toll to is inter-MTA, intra-LATA toll; is that correct?

MR. REHWINKEL: When you say that limits, you mean if it was out?

MR. ADAMS: If the first phrase was not included.

THE WITNESS: Yeah, intra-LATA, inter-MTA.  
BY MR. ADAMS: (Cont'g.)

Q That would be the only areas where intra-LATA toll would continue to apply under that definition?

A Yes.

Q Okay. Thank you. Let's look at page five,

lines two through seven. You say that Wireless One would determine Sprint's local calling area and the rate levels Sprint can charge its customers. Do you see that?

A Yes.

Q It's also fair to say that if Wireless One's position is correct, that it's the FCC that's determined Sprint's local calling area, right?

A Not really. Because it's your option as to where you elect to subscribe to these services offerings. And if there are other carriers out there that don't subscribe to that --

Q Which services offerings are you referring to?

A The reverse toll bill.

Q Okay.

A But it would -- I think it stands on its own. I don't agree that it's the FCC. It's not really. It's talking about your interpretation there.

Q Well, right. But if our interpretation is the correct interpretation, it's the FCC that has done this and not Wireless One, right?

A I disagree because if the FCC had attempted to define intrastate prices and intrastate local calling areas, I think they would have been overturned



by the Eighth Circuit Court like they were on other areas when they attempted to do that.

Q I saw that later in your testimony. That is your non-expert, personal opinion, right?

A I'd say the Eighth Circuit Court's order speaks for itself.

MR. REHWINKEL: Did you mean non-legal expert.

BY MR. ADAMS: (Cont'g.)

Q It's your personal opinion as a non-legal expert, correct?

A Yeah.

(At about 2:59 p.m.- Mr. Meyer entered the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q On page six, lines fourteen through nineteen, you state your understanding of the rule is that Sprint cannot charge access to a CMRS provider to terminate an inter-MTA call, correct?

A Correct.

Q Now, turn to page eight, lines twenty-two through page nine, line two. You see your sentence that reads, "In other words, Wireless One has the option of extending facilities directly to an end office to avoid Sprint's customers local calling to

Wireless One customers?

A Right.

Q Now that you've sat through Mr. Meyer's deposition and Mr. Heaton's deposition and you reviewed their testimony, do you now realize that Wireless One has facilities that extend to Sprint's end offices?

A I knew that, yeah. I mean, but they don't have it to all of them. And that's why they ordered this reverse toll bill option.

Q Are you aware of how many end offices Wireless One has a direct connection to?

A Not really. I don't know that it's relevant.

Q Are you aware that most of these connections are type 2-B connections, which are two-way trunks?

A I'm not familiar with the absolute details of the network. But that's, again, I don't know what the relevance is to that. If there's some relevance to that, help me.

Q Are you aware that Sprint elects not to send any of its land-to-mobile traffic over these type 2-B end office interconnections?

A I'm not -- no, I'm not aware of that. And -- but I can tell you that if they don't, it's because of the way we're doing our trunking and what's most

efficient for us in terms how we trunk that traffic to get it to you. We're going to pay you to terminate that traffic. How we get it to you is our business. That's one of the problems with saying a cell site's an end office. You take the option for us then to trunk directly to a cell site away because it doesn't have the functionality of the end office.

Q In fact, Mr. Heaton has requested that you deliver traffic over those 2-B end office interconnections so that there is no toll charge applied.

A A 2-B is a -- a 2-B is end offices only termination and origination. You can't avoid toll charges by saying that you want to have traffic originated and terminated directly to a 2-B. The Florida Commission developed a lower priced rate for 2-B. I believe it was one cent a minute. But the intent of that was that you would only terminate within the end office and not go outside the end office. That's why the lower rate was applicable.

Q Would you agree that -- let's take a hypothetical here. And let's just pull out one of the maps that's attached to Frank Heaton's testimony. Let's look at Exhibit FJH 1.3. Let's assume we have a Sprint Immokalee end office land line customer calling

a North Naples Wireless One customer. Okay?

A Okay.

Q Is that a toll route under your -- well, that's -- do you know whether or not that's a toll route?

A Off the top of my head, I do not.

Q Let's assume for the purpose of this discussion that is a toll route.

A Okay.

Q Do you know how Sprint terminates the Immokalee -- how Sprint routes that call to get to Wireless One?

A Well, if it's a toll call as you propose, and I don't know exactly, but it would route up from the tandem like all the toll traffic does.

Q And that's the case even though there is a local interconnection at the -- between Wireless One Lake Trafford -- is that what that is?

MR. HEATON: Yes.

BY MR. ADAMS: (Cont'g.)

Q Lake Trafford end office and the Sprint Immokalee end office?

A We said that was a toll route?

Q It's a toll route from the Sprint Immokalee end office to the Wireless One Naples Park end office.

A Yeah. I think earlier, somebody indicated that that was an older office. And I think it's probably been changed out now. But it's possible that that's where we do the recording for the long distance calls. And so we would take it to the tandem to do the recording.

Q Is it possible to deliver that call directly over that end office interconnection so that Wireless One would not be -- so that there is no toll charge for that traffic and Wireless One could carry the call then on its own network and deliver it to its customer?

A What you're telling me is that you have a 2-B in Immokalee, a 2-B tape termination in Immokalee. Is there an NXX there?

Q Well, Immokalee --

A Is there an N -- is there an NXX at the Immokalee switch?

Q Of the party being called?

A A cellular NXX of the party being called?

Q Let's assume that there is.

A If there is an NXX that's there, then effectively, what we would do is we would terminate that to your facilities at that location. Okay.

Q At the end office?

A At the end office.

Q Across the 2-B trunks?

A Yeah, across -- well, whatever. Whatever the trunks are. The T1's.

Q Not back through the tandem?

A Not back through the tandem. That's assuming that that switch has got the recording capabilities and everything else. If you've got an NXX there, we don't need the recording capabilities because there's not going to be any reverse toll bill associated with it. To the best of my knowledge, that's how you avoid toll today is you put an NXX out there at the central office. And that's what we do. We terminate the calls to you. The only reason that that will not do it there is because you don't have an NXX there.

Q Let's talk about that. Let's assume there is no NXX at the Wireless One Lake Trafford end office, which is directly connected to the Sprint Immokalee end office. Okay?

A Yeah.

Q You're saying you would not deliver that call over that same type 2-B trunk group?

A No.

Q Why?

A Because that's not where the NXX is. The NXX is located at -- most likely at the MTSO and we've got

to go through our tandem to get there because that's how you route -- if it was a long distance call coming in to that NXX, it wouldn't go to the Immokalee cell site, it would go to your MTSO. And we have to route the local and the long distance traffic the same. If you put in -- the NXX has got to be there. If --

Q You couldn't -- could you program your Sprint Immokalee end office to deliver all calls to any of Wireless One's NXX's?

A Yeah.

Q Over that end office?

A You're getting beyond my policy expertise.

Q Okay.

A Okay.

Q But the reality of the way Sprint is delivering traffic today, is even though there is a local interconnection in a local calling area, Sprint is routing that traffic back over the tandem and charging a reverse toll charge, correct?

A Because of the way the NXX's have been ordered by the customer.

Q And you don't know whether it is technically feasible to reprogram your switches to deliver all Wireless One NXX traffic over the end office connections?

A If you put the NXX in that end office and you make that a local NXX in that end office, then we can deliver that traffic to you wherever you want it. But you've got to make it a local NXX in that end office.

Q Well, if we make every NXX -- every one of Wireless One's NXX's available at every end office where Sprint is doing -- where there is a direct interconnection between our cellular end office and a Sprint end office, which is type 2-B two-way interconnection --

A There's a 2-B or a 2-A?

Q 2-B would be an end office. 2-A is tandem interconnection. You would be able to do that then?

A I can do the same with you that I'm doing with you today. If you want to avoid the reverse toll bill option, then you have to order an NXX in that local calling area. If it's the type 2-B interconnection, then the NXX has to be in that same central office. Then we'll give you all the traffic within that same central office. If it's outside of the central office serving area, then you're going to need multiple switches to get there. You don't pay a 2-B rate to get multiple switching functionality. It's the same thing you're doing today. If you want to do it more places, then you just have to order more local



NXX's.

Q Why can't you deliver all traffic coming to one of our NNX's at each of our end office connections?

A If you all have an -- if you all have some sort of a special request, put it in writing to me. Okay? And I'll look at it. But this is not an interconnection issue.

Q Well, the reality of the situation right now is Wireless One has extended office interconnections and Sprint is not delivering any traffic over those connections. They are two-way trunks but they're all -- only mobile-to-land traffic is going over those trunks. Are you aware of that?

MR. REHWINKEL: Let me -- I just want to object and ask has that been provided in testimony or made an issue in this case?

MR. ADAMS: If it hasn't, then it will be.

MR. REHWINKEL: Well, I guess my objection is that's not be presented as an issue of interconnection arbitration in this case.

MR. ADAMS: It's a fundamental issue because Wireless One has been paying a reverse toll charge for traffic that Sprint is carrying back to Sprint's tandem at Fort Myers which Wireless One could carry over its own network and not pay

anything.

MR. REHWINKEL: Is that a question?

MR. ADAMS: Well, it's a response to your comment.

MR. REHWINKEL: I just - Bill, I'm just not aware that Mr. Heaton has raised this issue about -- this issue about us not sending traffic over these 2-B trunks. I mean, I guess my objection is I'm not sure this is an issue that's been presented for arbitration.

MR. ADAMS: Well, it's all part of the reverse toll issue.

BY MR. ADAMS: (Cont'g.)

Q But let's move on. Are you aware, Mr. Poag, that Wireless One still would like to have traffic terminated to its end office interconnections providing Sprint can deliver an SS-7 signal?

A Those are two questions.

MR. REHWINKEL: I want to object on the form of the question and the aspect of SS-7 being an issue in this docket.

(At about 3:15 p.m.- Mr. Fox entered the proceedings.)

MR. ADAMS: Mr. Poag testified at the bottom of page eight, top of page nine, that Wireless One

has the option of extending facilities directly to an end office to afford Sprint's customers local calling to Wireless One customers or subscribing to the reversed toll billing. And all of these questions have been with regard to the first part of his answer on lines twenty-three to twenty-five on page eight saying Wireless One has the option of extending facilities.

MR. REHWINKEL: Bill, it's okay for him to answer the question. I just wanted to lodge that objection about SS-7.

BY MR. ADAMS: (Cont'g.)

Q So the question is, Wireless One has extended facilities and Sprint doesn't afford Sprint's customers local calling to Wireless One customers?

MR. REHWINKEL: Is that a question?

MR. ADAMS: And that's --

THE WITNESS: Where Wireless One has extended their facilities and ordered local NXX's, that's where we deliver the traffic. We have to deliver the traffic to the NXX, wherever the NXX homes, that's where we deliver the traffic.

BY MR. ADAMS: (Cont'g.)

Q If it's technically possible to have all NXX's -- all of Wireless One's NXX's reside in all of

the end offices, would Sprint deliver the calls over the end office trunks?

A Well, number one, I don't know if it's technically feasible. And number two, if it was technically feasible, I hadn't considered it.

Q So the answer is no or --

A Don't know.

Q So you will agree, still on the same subject, that Wireless One has extended facilities to many of Sprint's end offices, correct?

A Yes. And where they have done that, they've gotten a local NNX, they don't pay the reverse toll bill option.

Q And Sprint -- where there is a local NNX and a local connection, Sprint today is delivering land-to-mobile calls to those NNX customers over that 2-B end office trunk; is that correct?

A I do not know if they're doing it. 2-B is positioned to be end office only.

Q Correct.

A Okay. So if it's traffic originated within that end office, then I'd say they're delivering it to that.

Q Within the end office, within the Sprint end office; is that what you mean?

A Within the Sprint end office, yeah.

Q Are you aware that Wireless One would accept end office termination rates for traffic terminated over these type 2-B trunks?

A Would you repeat that, please?

Q Are you aware that Wireless One would accept end office termination rates for traffic terminated over these type 2-B connections to our cellular end offices?

MR. REHWINKEL: Do you mean where there are NXX's? Are you asking about on the same line of questions as before?

MR. ADAMS: Right. Any way the traffic can be delivered.

THE WITNESS: Yeah, I think -- I just want to be perfectly clear. I mean, what you're saying is that if we terminate the traffic to a local NXX at one of our end office switches, and you have transmission facilities back to your MTSO, it may be in a ring or whatever, but it still ends up it gets to the MTSO, and then you deliver it to the end office site -- or to the end office site. You have me saying it now -- to the cell site.

MR. ADAMS: Glad you're a convert.

THE WITNESS: Not quite. To the cell site,

then what you would be charging us would be end office call termination and no transport and tandem switching?

MR. ADAMS: Correct.

THE WITNESS: I wasn't aware of that.

BY MR. ADAMS: (Cont'g.)

Q Page nine, lines eight through nineteen. Actually, fourteen through nineteen. Again, you state your understanding of what the FCC has done, which is replace access with transport and termination, correct?

A Correct.

Q What are -- let's turn our attention to your tariffs for a minute. You've provided, pursuant to the notice duces tecum that we talked about earlier today, a copy of your general exchange tariff; in particular, Section A-18, which is titled, "Long Distance Message Telecommunications Service."

A Yes.

Q Can you -- I'm going to hand this to you so you can take a look at it and perhaps refer to that as an answer to some of the questions I'm going to have for you. This has your name, by the way. It says F. B. Poag, director at the upper left-hand corner of the tariff page. Is that you?

A Correct.

Q So you are responsible for the preparation of these tariffs?

A Yeah.

Q Okay.

MR. REHWINKEL: Bill, I want to make an objection. I'm not going to direct him not to answer the question on relevance of any tariff matters other than A-25-G-7. I don't think the discussion of access charges or toll rates are within the scope of arbitration for the PSC at its present position.

BY MR. ADAMS: (Cont'g.)

Q What are the rates -- do you have tariff rates for intrastate, intra-LATA toll?

A Yes.

Q Can you switch to the page and if that's not the right page, can you find the right page setting forth what those rates are?

MR. REHWINKEL: This is A-18, sheet 22.

THE WITNESS: Those are the rates.

BY MR. ADAMS: (Cont'g.)

Q Can you state for the record what those rates are?

A For United Telephone area, the old United Telephone area --

Q And that's the Fort Myers LATA, correct?

A Yes, that would include the Fort Myers area. The initial minute for all mileage bands is 24 cents. The additional minute for the 11 to 22 mile band is 14 cents and then for all other bands for United, it's 21 cents, and they're different rates for Centel.

Q I'm not interested -- only the rates that apply in the Fort Myers LATA.

A And those are the day period rates. And discounts apply evenings and nights and weekends. And I believe those are -- here they are. Discounts nights and weekends are 40 percent and evenings 15 percent, except Sunday evening, and that's 15 percent.

MR. ADAMS: Charles, can I get a copy of those pages to include as a deposition exhibit?

MR. REHWINKEL: Yes.

THE WITNESS: Sheets 22 and 24.

BY MR. ADAMS: (Cont'g.)

Q And do the sheets that you referenced, 22 to 24, that's all that you need to be able to respond to that question?

A What was the question?

Q What are your intra-LATA toll rates for the Fort Myers LATA?

A Yeah, those are the direct dial charges.



MR. REHWINKEL: Just as a matter of logistics, do you want to wait until we get through all this to have these copies?

MR. ADAMS: I'm not saying the whole thing, just those couple of pages.

MR. REHWINKEL: Will there be any more, that's what I'm --.

MR. ADAMS: There might be.

MR. REHWINKEL: What do you want to call this, Exhibit Number 2?

MR. ADAMS: Yeah.

MR. REHWINKEL: Can I put a Post-it on it right now, original sheet 22 and first revised twin 24 of section A-18. We'll get copies.

BY MR. ADAMS: (Cont'g.)

Q And you mentioned earlier that you don't have any -- well, strike that.

I notice on these pages, sheet -- original sheet 22 was effective on January 1 1997; original sheet -- or first revised sheet 23 was effective July 20, 1997, and also first revised sheet 24 was effective July 20, 1997; is that correct?

A I take your word for it. You've got the book.

Q Yes?

A Yes.

Q Why were those rates last revised? For what purpose, what happened?

A What rates?

Q What happened in the most recent revision?

A Looks like they increased two of the rates on page 23.

Q You're saying "they;" is "they" you?

A Product management.

Q But you're responsible for implementing the changes to the tariff?

A We make the tariff change and file the tariff with the Commission, yeah. And then they reduced the amount of the discounts on sheet 24.

Q So the last changes were actually price increases and discount reductions?

A Yes.

Q Okay. What -- how -- tell me the process of how those changes are reviewed by the Florida Commission and how you get approval for those changes.

MR. REHWINKEL: Are you asking him as a non-legal expert?

MR. ADAMS: Sure. That's the only thing he is.

MR. REHWINKEL: Okay.

THE WITNESS: In essence, the tariffs are presumptively valid the extent that there are rate changes. They reviewed those changes to be sure they're in compliance with the Florida statute on the price cap limitations which we're under.

BY MR. ADAMS: (Cont'g.)

Q Is there any service price review or is it just price cap review?

A I don't know what you mean by that.

Q Do those services have to be cost based in some way?

A No.

Q Do you know what components?

A Excuse me. Let me put it this way: In the case of intra-LATA toll rates, they have to cover the access charge. It's an imputation issue so there are some minimum prices that have to be met. And that's another review but which they would also make.

Q The imputation would be imputing Sprint's originating and terminating access into the rates?

A Correct.

Q Okay. What else aside from originating and terminating access is recovered in those rates?

A The cost of billing, the cost of transport and termination. It also includes contributions to

universal service so there's some contribution in there to loop cost.

Q Okay. Anything else?

A Contribution to common cost, contribution to joint cost.

Q But is there any review to see what levels of contribution are being made when you file a revision to the rates?

A No.

Q So the only pricing issues that the Florida Commission would be concerned about is the minimum pricing under an imputation test, correct?

A Well, minimum pricing under imputation and maximum price with regard to the price caps that are in place.

Q Do you know what the originating and terminating access imputation costs would be that are included in these rates?

A No.

Q If we turned to the access tariff and looked at the originating and terminating access, would those be the same figures?

A No.

Q Higher or lower?

A Lower.

Q The tariff rates would be lower than the imputation rates?

A No. The imputation rates would be lower. Let me -- the reason is, is that in doing the imputation test, there are some arrangements whereby you can consider special access depending on the volume of the traffic. And I don't know -- and I haven't looked at that in awhile. It's possible that large customers can use special access as opposed to switched access and so when we make the imputation test, there's some allowance. It allows us to factor in potential for special access.

Q Last Friday, your counsel faxed me a portion of your access tariff. Can you just take a minute to thumb through that? It was represented that your access tariff is a thousand pages long and you don't have a copy available here and Fort Myers; is that correct?

A To the best of my knowledge.

Q The first tab I have marked there is common carrier line originating access, terminating access. Do you see that?

A Yes.

Q Can you tell what the rates are for the Fort Myers LATA?

A Well, the originating access carrier common line rate is 2.58 cents and for --

Q That's per minute?

A Per minute. And then for terminating is 3.36.

Q Now, it's your earlier testimony was -- well, tell me, is the imputation -- are those the rates that are being recovered in the intra-LATA toll?

A Well, with the qualification of with regard to special access, yes.

Q So if you add those together, what is it?

A Yeah. And yeah, these pages, by the way, we had -- new tariffs went into effect on October 1st. So these are -- they're slightly different than what you see here but not much.

Q Are they higher or lower?

A Lower.

Q Okay. I'm just doing some rough math here.

A It's a -- the originating or terminating are just slightly less than six cents.

Q So slightly less than six cents. Are there any other access pieces that you're talking about or is that -- that's the one we're referring to?

A This is just a carrier common line piece. You know what? Maybe we didn't change the carrier

common line piece. I can't remember what pieces we changed now. I'll retract what I just said about the -- we did file tariffs making revisions on October 1st. I can't remember specifically which elements they were. We may not have changed the carrier common line and -- talking about the rate here, this is just the -- again, the common line piece. There are other pieces.

Q What are the other pieces?

A Transport, end office switches, line termination. We've restructured that to, I guess, local switching. I think, in fact, we combined the former line termination and intraoffice switching. We just call it local switching now. We get 1.77 cents.

Q Those are access components?

A These are access components, yes.

Q Let's list those out for a minute. One is carrier common line?

A Carrier common line.

Q Two is loop or --

A I've got something around here that's got them listed out. Hang on for a second. Rather than me trying to go from memory.

MR. HEATON: How's this?

THE WITNESS: Carrier common line, local transport, and it's under the caption of end

office but is says local switching and that was where we combined the line termination and the local.

MR. REHWINKEL: Local switching.

THE WITNESS: There was also --

BY MR. ADAMS: (Cont'g.)

Q Identify for the record what you're looking at. That is what your counsel provided earlier today and in response to the duces tecum request?

A This is the November 2nd, 1994, Walter D'Haeseleer's letter from Sprint. I don't know if you had an exhibit number on this or not.

MR. ADAMS: I would like to mark that as well. We don't yet. Why don't we go through the rest of his testimony, then we can take a break and make some copies.

THE WITNESS: This is yours. You can have that copy.

MR. ADAMS: I'd like to keep a copy and also give the reporter a copy for the record.

BY MR. ADAMS: (Cont'g.)

Q Have you reviewed those sets of documents?

A These? Yes.

Q Are those -- having reviewed that, do you now know the difference -- are you going to refer to a



different document that you started to look for something else?

A I was looking for something like this. I have another section of basically the same thing.

Q So is carrier common line, local transport, local switching and local termination are the three -- four, rather, components of access, correct?

A I'm sorry. I was reading. And if you don't mind, I'll just repeat them. It's carrier common line, local transport, local switching, and there's a ICR -- IRC -- I don't see it here -- which is called area residual call interconnection charge and I don't believe we've done away with that yet. Let me check on the last file.

MR. REHWINKEL: Do you want to just take a break now?

MR. ADAMS: Yeah.

(At about 3:39 p.m. - a short recess was taken. Mr. Fox and Mr. Meyer exited the proceedings.)

(At about 3:50 p.m. - Wireless One's Exhibits 1 through 4 were marked for identification.)

(At about 3:51 p.m. - reconvened proceedings.)

BY MR. ADAMS: (Cont'g.)

Q Let's go back on the record. Before we get back into this, there's some confusion about some of the exhibits. During the break, we've marked some exhibits. The first one is marked Poag Number 2 and it's original sheets 22, 23 -- I'm sorry. Original sheet 22, first revised sheet 23, first revised sheet 24 from section A-18 of the tariff that sets forth the basic rate table for the intraLATA toll service; is that correct? It's a three-page exhibit?

A Yeah.

Q Poag Exhibit 3 is the letter dated November 2nd, 1994 to Mr. Walter D'Haeseleer at the Florida Public Service Commission from Ben Poag. It's a one -- eleven-page exhibit; is that correct?

A Yes.

Q Poag Exhibit 4 is a multi-page exhibit from Sprint Florida's access service tariff starting with original sheet 17, original page 135 through original page 152, first revised page 153, first revised page 154, original page 155 through original page 156; is that correct?

MR. REHWINKEL: And that's from Section E-3.

THE WITNESS: Well, that's Section E-3 and E-6, yeah. Yeah. And these are copies of these. Is that what you all just said?

MR. ADAMS: Yes.

THE WITNESS: We need to give you some updated pages, okay? These pages are -- don't reflect access reduction that we did on October the 1st.

MR. ADAMS: Why don't we, instead of taking time now, do that as a late filed exhibit. But what I would like to do, if that's okay, Charles.

MR. REHWINKEL: Absolutely.

THE WITNESS: There are only about four pages that need to be replaced. And I can just tell you which ones those are, I think. That would be original sheet 17 needs to be replaced with a tariff effective October the 1st. Original page 135, and in particular, what you're looking at there is the E-6.8.1 interconnection charge. That's the only one on that page that we're really interested in. And then page 136, and it's E-6.8.2 six, and then you'd be interested in section C which is your transport and switching elements at the bottom of that page under C. And the final page, and I don't think this rate changed but we'll verify it, would be original sheet -- original page 141, and that's the local switching rate.

But those are the applicable rates on those pages for switched access.

BY MR. ADAMS: (Cont'g.)

Q Is all of that included in Poag Exhibit 4 now with the exception of the updates that you've just referenced?

A What was that fourth tab in there? Yes.

Q Now, let's go through -- I think we've identified --

MR. REHWINKEL: Do you want to identify a late filed exhibit which will be updated Exhibit 4?

MR. ADAMS: Why don't we make that Exhibit 5, the updated one.

MR. REHWINKEL: That's what I mean. Late filed Exhibit Number 5 will be entitled updated Exhibit Number 4.

MR. ADAMS: That's fine.

BY MR. ADAMS: (Cont'g.)

Q Are we ready to proceed? Let's go through each of the components and if you can identify for the record what the current tariffs are, including the updates that you're -- do you have the current updates now, the price changes?

A I've got them over the phone. I've got some

confusion. Why don't we wait until we give you the tariff rates. Just replace the numbers that are on these pages. It's not a significant change. It's an overall five percent reduction.

Q Let's go through all the different access pieces. First identify it and then say what the Fort Myers LATA price would be for that component and what page you're looking at.

A I'm on original sheet 17. And this is the originating price based on -- in effect on January 1, 1997 was .0258.

Q That's for carrier common line?

A Yes, carrier common line. That's originating. Terminating is .0336. The interconnection charge per minute is .010824.

Q Originating and terminating?

A Yes, that's -- it's the same for both. Okay. Tandem switch transport, the tandem switch transmission termination -- this is per access minute, and it's for originating and terminating, is -- there was three zones: Zone one, zone two and zone three. And it's .000180 for zone one; .0002 for zone two; .00021 for zone three. And the facility is per access minute per mile and that is originating and terminating. Zone one, is .000036; zone two, .000040;

zone three, .000042. And tandem switching, and this is per minute originating and terminating, is zone one, .000792; zone two, .00088; zone three, .000924.

(At about 4:11 p.m.- Mr. Meyer entered the proceedings.)

THE WITNESS: And the overcharge is the per access minute local switching charge, that's .0177 originating and terminating.

BY MR. ADAMS: (Cont'g.)

Q Are there any other access components that you didn't identify in that answer?

A Not for switched access that I'm aware of.

Q Residual interconnection charge, is that the rate you mentioned?

A That was the interconnection charge, yeah.

Q Let me give you Poag Exhibit 3, and if you could, turn to the last couple of pages of that exhibit.

Do you see those -- that's somewhat older with rates different than what you just identified, but that's the imputation or it appears to be the imputation test that Sprint would conduct for its intra-LATA toll rates; is that correct?

A Yes.

Q And what that shows is originating switched

access has a per minute of use rate of 6.44 cents?

A Correct.

Q And terminating switched access has a price of 6.66 cents for a total of 13.1 cents per minute of use?

A Yeah, on average.

Q And has that rate overall if you add up the revised rates for each of the components gone up or down?

A It's gone down.

Q Do you have an estimate of what it is based on, the numbers that you just --

A Slightly less than twelve percent.

Q Twelve cents?

A I'm sorry. Thank you. Twelve cents.

Q Why don't we just for purposes of questioning now, let's assume it's 12 cents.

A Okay.

Q So the price for intra-LATA toll that we have on Exhibit 2 is 24 cents for the first minute and 14 cents -- well there's different mileage bands on 24 and 14 for the first or the closest mileage band, correct?

A Yes, 11 to 22 mile band.

Q So if you subtract it out, the 12 cents, you will be recovering 12 cents for other costs for the

first minute and two cents per minute for additional costs, correct?

A If during a daytime call.

Q Right. How about an evening call?

A Well, it would be something less.

Q Do you know how -- what an average call length is --

A No.

Q (Cont'g.) -- in making these calculations, in performing your imputation study?

A That's 2.4 minutes per message conversation time based on this attachment F, page two of two of Exhibit 3.

Q Has that changed from the time of that exhibit to today, do you think?

A I have no idea.

Q Are you in charge or you supervise the preparation of imputation studies?

A We're changing our organization around. Actually, we do this jointly with, I think, the carrier group. I'm involved with it but I don't do the actual imputation study. I review it, if it looks reasonable.

Q You have -- kind of shifting gears now -- direct interconnections with a number of cellular carriers, not just Wireless One, correct?



A Yeah.

Q In a pre-telecommunications act 1996 environment where access -- it's your position that access is still charged, do you have -- you have an access relationship with any of these cellular carriers?

A I don't know what you mean by an access relationship.

Q Do you charge cellular carriers access to terminate mobile-to-land calls and the reverse charge?

A I can't -- I don't know.

Q Why don't you know?

A I just don't know. I'm just not that familiar with all the various interconnection arrangements and what kind of traffic they pass to us and what we pass to them. In my opinion, we generally would not pass them. In my opinion, we generally would not pass them intra-LATA traffic. We would pass our intra-LATA traffic to the IXA.

Q Did you say intra-LATA?

A Yeah. We would pass that to them as a land-to-mobile originator. You're talking about pre-act?

Q Yeah?

A I'm not sure it would make any difference.

We would terminate that to them as a land-to-mobile call. We wouldn't charge access on that.

(At about 4:18 p.m. - Mr. Fox entered the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q The way I understand, you would charge, and let's not -- let's take a different cellular carrier than Wireless One that doesn't use a reverse charge option. That's the assumption we're going to use here. It's a pre-telecommunication act of 1996 environment. You've got one of your wire line customers calling an intra-LATA toll route to a wireless customer. You charge your wire line customer a toll, correct?

A Correct.

Q And the toll would be something like what we just talked about in Deposition Exhibit 2, correct?

A Yes.

Q And then included in the rate that you charge your customer would be originating access and terminating access, correct?

A It's not really included in it, we've basically imputed the average. We haven't put the individual rate elements in there but we said that on average, our rates cover, more than recover that cost,

or recover -- not cost, but those charges on average.

Q Now, let's talk about the carrier-to-carrier relationship. If you send a toll call that is terminated on a wireless carrier, do you pay the wireless carrier terminating access?

A No, I don't believe we do.

Q Why do you believe that you don't do that?

A I just don't think we do.

Q Okay. Do you charge -- so there is no charge on that end?

A Correct.

Q No cost, so to speak, correct?

A I'm -- I don't know what you mean by no cost. There's obviously network cost.

Q Sprint would incur no terminating access cost for that call?

A To the best of my knowledge, that's correct.

Q Let's take the reverse now, mobile-to-land call that would be a toll call under your intra-LATA tariff. Would you charge the wireless carrier terminating access?

A No. We charge a cellular call termination rate which has a pro-rated access component in it, but it's not full access.

Q What do you mean by "full access"? It's not

originating and terminating, it's just terminating?

A Yeah. I think it's just terminating and it's a weighted average of a local charge and an access charge.

Q What do you mean by a local charge?

A Well, there's local call termination charge today or that was in place. And I should know. Basically, we gave you a -- LATA had termination and we assumed a certain mix of local and toll traffic. That's how the rate was developed.

Q And what was that developed for, was that a type 2-A rate?

A No.

Q Was that 3.34 cents per minute?

A That didn't have anything to do with the 2-A or 2-B A. That was traffic -- that was mobile-to-land traffic.

Q Where would that rate be in your tariff?

A Section 25.

Q Mobile interconnection?

A Yeah, the mobile interconnection section.

Q Can you identify where that is?

A In Section A-25, original sheet 23 provides the type 1 and type 2-A, and that's in I-4. And then on original sheet 24, I-6-A is the 2-B.

Q And what are those rates? Can you read those into the record?

A Hang on a minute. Maybe I am getting tired. I may have misspoken earlier when you asked me a question about terminating. You said something about a 2-B and I don't remember, but a 2-B would not be an intra-LATA call termination. It's just to an end office where you all direct trunk to that end office. So that's the one cent charge. That's not the composite rate. The composite rates for what are referred to as the peak or non-discounted usage in the old United or Fort Myers area, was .0334 and the discounted rate is .0234.

Q And that's time of day sensitive; one's day, one's evening?

A Yes.

Q So those are the current type 2-A and type one interconnection rates?

A Correct.

Q And the type 2-B was reduced by the Florida Commission to a penny a minute and used to be the same rate; is that right?

A I don't know that I would -- all of these rates might have changed at the same time. I don't know whether that was necessarily a reduction as much

as it was a recognition of direct trunking to an end office and not only having one switching functionality involved; whereas with the other, you'd have multiple switching functionalities involved.

Q Let's take the 3.34 cent charge. You said that is a composite rate for local and toll on an intra-LATA basis?

A Yeah. My recollection is that rate assumes that 80 percent of the traffic terminates locally and 20 percent would terminate as an intra-LATA-type toll call.

Q Do you know what the local and intra-LATA toll rates that were used in that calculation?

A No, I do not.

Q So to make sure I understand what we're talking about, on mobile-to-land calls that are going over type 2-A or type 1 connections, the charge is 3.34 cents per minute, correct?

A In the peak.

Q Peak.

A Non-discounted usage.

Q And that assumes, in part at least, that there is -- part of that traffic is toll traffic?

A Yeah. The rate was developed that way, yeah.

Q And the toll rate would have been based in

part upon some access assumptions?

A It was -- it was based on access rates, yes.

Q And which access rates?

A The switch access rate that were in effect at the time.

Q Both originating and terminating?

A No, just terminating in this case.

Q Okay.

A I'm pretty sure that was just terminating.

Q Let's say six cents per minute, roughly?

A Well, six cents is an average. Terminating rate is actually a little bit higher but you also, you don't factor in any conversation time on the rate. I don't know whether it comes out -- say six cents, that's close enough.

Q Let's talk about the reverse now, land-to-mobile calling. You would contend, assuming this is a hypothetical cellular carrier now not using the reverse toll option, you would charge your land line customer a toll under the tariff for the intra-LATA call and that would be terminated then on the cellular network, correct?

A Yes.

Q But there's no access charge, there's no terminating access charge, correct?

A Right.

Q So the only imputation that you would have to use for your toll charge would be originating access, correct?

A No.

Q Why?

A Imputation has nothing to do with wireless business.

Q Let's forgot imputation then. Let's just talk about your cost structure of the call. And let's assume that it's just a one-minute call and you charge 24 cents to your customer to make that call. You've got an originating access piece of six cents a minute. Let's just assume for argument's sake, correct?

A No, I don't agree with you. The imputation has nothing to do with those rates. Imputation -- imputation has nothing to do with what's contained in those rates. Imputation is simply a test. It's a test that we have to make to show that our intra-LATA toll rates are not lower than our interexchange carrier's cost of access.

Q I understand that. Thank you. Let's just --

MS. CULPEPPER: Excuse me.

MR. ADAMS: Yes.



MS. CULPEPPER: Bill, I'm sorry. This is Beth. I was wondering -- I'm starting to lose you just a little bit.

MR. ADAMS: Let me swing the phone around. Is that better?

MS. CULPEPPER: Yeah, that's better.

MR. ADAMS: Sorry about that.

BY MR. ADAMS: (Cont'g.)

Q Let's not talk about imputation then, let's just assume that the access cost is what is in your tariff and that that recovers costs for whatever access is deemed to recover. You've got other pieces of your network, right, that also have a cost like the transmission, the billing. You've identified some of those things before, correct?

A Yeah. I'm not -- you're losing me, Bill. I'm --

Q Okay. I'm just trying to get an understanding of the costs of the call and we're assuming this is a one-minute land-to-mobile intra-LATA toll call. And that charge to Sprint's customer is 24 cents for that call. Sprint, you've already said, does not pay any terminating access on that call, correct?

A Yes.

Q So we're going to subtract -- well -- but

there is originating access that Sprint has to pay itself, so to speak, as the local exchange carrier, correct?

A No.

Q Why do you disagree with that, back the imputation issue?

A We don't have to pay ourselves. And also on the terminating side, you know, we still provide that functionality. If it's -- particularly if it's a type 1, we still transport it and we still provide the end office switching and then we pass it off to you. So for all practical purposes, we've provided all the access elements in delivering that call to you.

Q What I'm trying to get to, is there some way to calculate the revenue that Sprint would receive from this hypothetical call without the access piece in it?

A Well, truthfully, Bill, quite frankly, I'd rather you didn't take the reverse toll on because when my customer makes a call, I get 24 cents for it. When I provide that services to you, I get 5.88 cents. Plus, in addition to originally recording it for that customer, I've got to turn around now and I've got to convert it to access. I have to screen all those bills to determine anybody that made one of those calls. So I've got a tremendous amount of additional billing and

processing work that I have to do to give you that reverse toll bill option. So there are a lot of costs involved there that I don't recover through the access charges.

Q Okay. I don't know that that was responsive to the question.

A It's a fact, though.

Q Well, if we assume the cost of originating access is the imputed price of six cents, that leaves 18 cents per minute to recover other aspects, correct?

A If you take 24 cents and you deduct six from it, that leaves 18 cents.

Q Would the 18 cents represent the revenue to Sprint -- strike that.

May I see the mobile tariff? Does that -- is this tariff current, this section A-25?

A As far as I know, it is, yeah.

MR. ADAMS: Charles, can we get a copy of this before we leave today?

MR. REHWINKEL: Sure.

MR. ADAMS: What time is it.

MR. REHWINKEL: It's 4:38.

(At about 4:48 p.m.- Mr. Fox exited the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q Let's switch to reverse option now for a minute. Let's talk through the reverse option rate which is part of the A-25 tariff we talked about earlier today in Mr. Heaton's deposition. Were you here for that testimony?

A Parts of it. I know what you're talking about.

Q Can you describe how that rate was calculated?

MR. REHWINKEL: Bill, are you asking for the way it is today?

MR. ADAMS: Well, I think we -- one of the exhibits is cost justification for it.

BY MR. ADAMS: (Cont'g.)

Q Has the rate for reverse toll changed since Poag Deposition Number 3 was prepared?

A I'm sorry?

Q Has the rate changed for reverse toll since Exhibit Number 3 was prepared?

A No, not since the change made with this filing.

Q Right.

A Okay.

Q Now, can you answer my prior question?

A The rate was -- the additive of the

originating switched access charges on attachment F, page one of two, which consisted of the carrier common line at .0258, the local transport at .0153, the local switching at .0098 and the line termination at .0079, for a total of .0588.

Q Some of the rates for the access imputation have gone down since this filing; is that correct?

A Well, access rates have gone down, so the imputation has changed.

Q Has Sprint considered lowering the reverse charge option?

A No.

Q Why?

A For what I explained before. You're already getting a discount over what I would get if I was being paid by the end user customer and yet I'm generating more costs for billing and recording and screening. I have to go through every one of those customers that make on of those calls and take that out of their billing and then turn around and rebill it as an access minute. So we do -- we have to do a front end processing screening of all those accounts.

Q The total of the originating switched access components that you just identified is 5.88 cents per minute of use, correct?

A Correct.

Q So the price of the reverse toll was set at the originating access imputed price, correct?

A Well, it's not the -- that's just the -- it's not an imputed price. That at the time was the rate elements.

Q Okay?

A Okay. You use those rate elements to develop the imputation proof.

Q Okay. Now, you testified earlier in today's deposition and also in your pre-filed testimony that your understanding is that the FCC has eliminated access on an intra-MTA basis between Sprint and Wireless One, correct?

A Yes.

Q That would include both originating and terminating access, correct?

A Yeah. You would only be talking about terminating access. Because you terminate a call to me and even though it would be an inter-exchange toll call, normally, I would only bill you local interconnection. Same thing as when I complete a toll call to you, you bill me terminating access. So it's not an originating scenario.

Q I'm not sure what you're saying, you and me?

A     You're Wireless One to me and I'm Sprint to you.

Q     Your say land-to-mobile, go back over that. I wasn't sure I was following what you were saying.

A     We are not in -- in reciprocal compensation, you pay for call termination, not call origination. That's the only point. It's not an originated -- there are not originating charges. There are terminating charges between the carriers for this reciprocal compensation. Just like when -- if you -- if there's an area where you don't have the reverse toll bill option, I'm going to charge the customer -- I'm going to charge my customer for that toll call just like you're going to charge -- or Wireless One is going to charge for the usage on a cellular call. Then we're going to pay each other terminating access. As long as it's within the MTA, then we would pay based on local rather than access long distance or access charges. Okay. That same call to another telephone company or to another exchange carrier, because they can handle intra-LATA traffic, I would charge them access charges.

Q     Originating access?

A     Terminating.

(At about 4:46 p.m. - Mr. Fox entered the

proceedings.)

BY MR. ADAMS: (Cont'g.)

Q You would agree that your understanding is that access has been eliminated on intra-MTA wireless relationship between a land line and wireless carrier?

A For reciprocal compensation purposes, yeah.

Q That would include originating and terminating?

A I'm struggling with where you're coming up with the terminating -- I'm sorry -- the originating. I'm not aware of an instance. You know, if it originates on your network, then you're -- it's your network and you're charging your customer usage charges for that. If it originates on my network, I'm charging my customer usage charges for that. I'm paying you local interconnection rather than access to terminate it.

Q Well, I would think -- I think of originating access in that context as paying yourself under an imputation philosophy. Because as a local exchange carrier, obviously, you have monopoly power. Well, that's a different discussion.

MR. REHWINKEL: That was just a comment, not a question?

BY MR. ADAMS: (Cont'g.)



Q Well, I think it's a semantical difference. Correct me if I'm wrong, I'm thinking of originating access -- let's just take a specific example. Sprint sending a land-to-mobile call to Wireless One which is an intra-LATA toll call under your state tariff. You are charging -- well, here we're talking a reverse toll. Let's say you're charging your customer 24 cents for that call.

A By the -- that's not relevant because there are also local calls that I charge my customer. That's the 25 cent message plan. Those are local calls. They have nothing to do with access. So it's, you know, it's a local interconnection.

Q Those 25 cent calls are outside of the local calling area though, correct?

A No.

Q They're inside a local calling area?

A Yes.

MR. ADAMS: Let's take a break for just a couple minutes. Do you mind?

MR. REHWINKEL: Okay.

(At about 4:50 p.m. - a short recess was taken.)

(At about 4:54 p.m. - reconvened proceedings.)

BY MR. ADAMS: (Cont'g.)

Q Let's go back on the record. I'm not sure I understand the 25 cent untimed local call option that you were just referring to. Can you tell me how that works?

A It works the same way the toll does. It's just those are -- it's a different jurisdictional definition.

Q Those are intra-LATA toll routes under your state tariff where you charge that?

A The -- there are routes where if they go to the -- they can go to the carrier to place a call and they could basically pay a toll call.

Q Who is the carrier?

A Interchange carrier. I'm sorry. But under Statute 364, they determined those to be local calls if they were in effect before July 1, 1995.

MR. REHWINKEL: Just for the record, that would be or ordered as a result of a docket that was before that day.

THE WITNESS: That's in the statute. Okay. Excuse me. I see what you're -- yeah. I don't think I've got my 364. I don't have that with me. But it's in Florida Statute 364.

Here it is. This is 364.02 definitions,

subparagraph two: Basic local telecommunications service. I won't read the whole thing. For a local exchange telecommunications, such term shall include any extended area service routes and extended calling service in existence or ordered by the Commission on or before July 1, 1995.

BY MR. ADAMS: (Cont'g.)

Q So that's kind of an alternative to extended area service?

A It's the 25 -- ECS is the 25 cent routes. All of those are in Section A-3, which is our local exchange tariff.

Q Okay. Let's go back, kind of switch gears again. Go back to page ten of your testimony. On page ten, lines thirteen through fifteen, you say, Sprint is willing to compensate Wireless One if Wireless One actually provides tandem switching and transport or an equivalent facility and functionality. Do you see that?

A Yes.

Q So if the Florida Commission in this arbitration were to agree with us; that is, Wireless One, that our cellular end offices perform equivalent function to Sprint end offices, you would agree that we are entitled to tandem switching and transport

compensation?

A No.

(At about 4:58 p.m.- Mr. Fox exited the proceedings.)

THE WITNESS: Because if this -- if you were to really provide the same functionality --

MR. ADAMS: I'm assuming that in the question.

THE WITNESS: Okay. But I'm saying, if you're telling me you can provide that same functionality, then I can terminate at your cell site.

MR. ADAMS: Yes.

THE WITNESS: For my calls.

MR. ADAMS: I'm assuming that too.

THE WITNESS: In which case, I don't have to pay you tandem switching and transport.

BY MR. ADAMS: (Cont'g.)

Q Understood. I'm saying you pay us. If you're going to terminate a call at our tandem, you would choose to send your calls to end, office is what you're saying?

A Correct. I would -- you don't have a 2-B offering for me because your cell sites don't have the same functionality. So you want to come to me and you

want to order a 2-B, and I come to you and I say, I want to order A2-B from you. Don't have it. Because you don't have the same functionality.

Q Are you aware that Frank Heaton has asked for that?

A That's not what Frank Heaton has asked for. I'm not talking about me terminating traffic to him at my end office, I'm talking about me terminating traffic to him at a cell site.

Q At a cellular end office?

A To be terminated at that cell site via the RF frequencies to a cellular user without going through the MTSO.

Q Why would Sprint care whether it gets to go through the MTSO or not if we are just charging an end office termination rate for all of that Sprint traffic?

A I guess from a compensation issue, if that's what you want -- well, if you're willing to do that, what difference does it make? Why are we going through this proceeding? If that's your position, then if you want me to terminate to your MTSO and just charge me -- and that's what we're doing anyway. That's what we're proposing to do. So we accept your offer. This issue is off the table.

Q Well, one of the other issues would be you

have to deliver an SS-7 signal and that's why that issue comes back in.

A You can get SS -- our signal control point is in Altamonte Springs. It's got -- that's where we interconnect with it. That's where people in Tallahassee come to interconnect with it. That's where our signal control point is. There's two of them because we've got redundancy and you have access to it. Now, I know we do have an issue with you on giving you SS-7 down to the end office. But -- and I don't know -- but that's a technical issue because of the type of trunking. It's not that we can't give you SS-7 signalling. And it would --

Q Do you know --

A It would -- and where you want that is at the MTSO, not at the cell sites.

Q Do you know whether Sprint can deliver SS-7 signalling to the cellular tandem office and deliver voice traffic for the same calls to cellular end offices?

A We can -- when you say cellular end offices, you're talking about cell sites?

Q Right.

A We can deliver the traffic to you. You can't terminate it though.

MR. HEATON: Why don't you let us have that problem. You don't have to worry about our ability to move the call.

MR. REHWINKEL: Let me object. Wait.  
Let's --

MR. ADAMS: It's not your turn.

MR. REHWINKEL: It's only between Mr. Adams and Mr. Poag.

THE WITNESS: I'm not talking about delivering traffic to a cell site to interface with your transport facilities. I'm talking about delivering traffic to a cell site which has the switching capability to independently terminate that call. Okay.

When you say you want this at a cell site, I think you're talking about it being -- because that's where you got transport facility, you can take it from there to the MTSO. That's not what I'm talking about. I'm talking about when it goes to that cell site, doesn't go anywhere else and it terminates at that cell site.

BY MR. ADAMS: (Cont'g.)

Q But my question is, why do you care if you are only going to pay end office termination rates for all Sprint traffic terminated at a cellular end office,

you're going to pay 3.3 cents -- or point -- whatever the rate is.

A That's not the rate for reciprocal companies.

Q No, it's --

A I don't remember what it is either.

Q It's in Frank's testimony. It's not important for the question. But why do you care?

A Well --

Q If you have an option of delivering traffic at a lower price to interconnection, why do you care how we route or terminate the traffic?

A That's the whole point. I mean, that's what our position is. Our position is that you just bill us end office because that's the only functionality that you provide. I mean, you're the one -- I mean, Wireless One is the one that's saying we have to pay transport and we have to pay tandem switching.

Q That's when you deliver traffic to our wireless tandem, correct. Wireless One's position has been when the traffic comes from Sprint's Fort Myers tandem on Lee Street through the DS-3 to Wireless One's South Fort Myers tandem and then goes through our network, that you have to pay a tandem switching transport and end office termination rate.

A Yeah.



Q When you deliver to a cellular end office, on the other hand, you would pay an end office termination rate. It depends on the functionality that's provided. Do you not understand that?

A No, I do not understand that. Because when I deliver traffic to your cell site -- let me ask you this: I'm sorry. But if -- I've got to understand the question. Okay. When I deliver traffic to that cell site, where does that traffic go?

Q It terminates on our network.

A More specifically.

Q Why does that matter? Why does that matter to your response?

A Because I need to understand exactly what you're talking about.

Q You were here today for John Meyer's testimony, right?

A We didn't talk about this earlier today.

Q Okay. It's my job to ask the questions here.

A I know it's your job to ask the question. My response to you, unless you can tell me specifically the routing of that traffic, and I don't mean assumptions or hypotheticals, I mean, very explicitly, this is where it's going to go to and from, then I can

respond to your question.

Q Well, let me try to ask the question in a slightly different way.

If Wireless One agrees to charge Sprint end office termination rates, and let's just pull that out of the agreement here. It's .3587 cents per minute of use for all traffic that Sprint terminates to a cellular end office, why do you care what happens to the traffic inside our network?

A If that's what you're going -- if that's what you're going to charge me, then I probably don't care what's going to happen to it in your network. The problem that I have with this is that I don't think it's consistent from a pricing philosophy perspective and that was the point that I was trying to get to.

You're going to use more elements to terminate that call than you are one that I terminate to the MTSO. Okay. And I would not, quite frankly, want to enter into any kind of an agreement with anybody that had -- I would try not to anyway -- to have some inconsistency in pricing philosophy. Because I think you're going to set yourself up down the road for problems. And so I would try to establish, you know, a policy and stick with that policy and have that policy be consistent; that policy when you terminate

traffic to me or when I terminate traffic to you.

Q The problem with the policy that Sprint sees is Wireless One is put at a competitive disadvantage for every minute of traffic that is interexchanged because we would be paying Sprint .7954 cents for every minute and Sprint would be paying us .3587 cents for every minute and so there's a net outflow of cash, correct?

A No, that's not correct.

Q Why, what is incorrect about that?

A Because you can direct trunk and use 2-B connections so that you only pay the .003587. You don't pay any transport, you don't pay any tandem switching because my end office has the functionality to allow you to direct transport to it to terminate your traffic.

Q Can Sprint end offices receive the SS-7 signaling that we are delivering?

A I'm not familiar with the details of the discussions that you all have had on the SS-7. And conceptually, I mean, I don't know of any reason why we can't. I know that we do it with 360 in Tallahassee. Because I get caller ID delivered with my services in Tallahassee and I cannot imagine why we cannot do it down in Fort Myers. There may be some technical issue

but I think it can be overcome.

Q So if the other Sprint personnel have told Wireless One they cannot pick up a SS-7 signal at the end office, you don't know what the basis for that opinion is?

A Well, you have to go to the STP to pick up SS-7 and the STP's are in Altamonte and --

Q I'm talking about delivering mobile-to-land SS-7 signals through the end office connections.

A Once you're interfaced -- this is not my area of expertise. But once you're interfaced with the STP and the SCP and those units, they are all interconnected all back to all of our end offices. That's how all of our end offices have access to it.

Q So you're 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 package switching network. Absolutely.

Q Do you -- are you aware that Sprint's local closest STP to Fort Myers is in Altamonte Springs, Winter Park?

A Yes.

Q And are you aware that Wireless One has to pay to haul that signal down to Fort Myers?

A And we have to pay to provide the facilities to get it down to Fort Myers for our offices too.

(At about 5:13 p.m.- Mr. Fox entered the proceedings.)

BY MR. ADAMS: (Cont'g.)

Q So it's correct then to say that you cannot provide SS-7 signaling directly at your Fort Myers tandem or at any of your Fort Myers LATA end offices?

A I'm going to -- again, whether we can or can't do that, I mean, I'm not sure. I know you have to do some different trunk configurations. And if those trunk configurations haven't been done, you can't get SS-7 directly. I still don't think that avoids you having to go to -- you have to go to an STP somewhere to get into the system. We don't have STP's at the end office.

Q Back to your testimony now, page thirteen. We come back to some of the features of Sprint's network that you identified earlier this afternoon, like host switches, remote switch served by the host and again at the subscriber line carrier nodes. Do you see that at lines ten through twelve?

A Yes.

Q Can you identify what each one of those pieces of equipment does on Sprint's network?

A No, not in great detail. I mean, you know, the host -- and they come in different configurations depending on who manufactures it. But the host would effectively be the big switch processor that would control some of the remote switch functions. But the remote switch in most cases, can originate and terminate calls. If the umbilical were taken down between the remote switch and the host, the remote switch could still continue to function and complete calls as long as they were originated within the remote switch serving area.

Beyond the remote switch, you would have subscriber line carrier units. You'd have cross boxes. And these are essentially loop functionalities that make the final connection to the end user.

Q Is there any intelligence in those --

A In the subscriber line carrier there is intelligence.

Q What does it do?

A It basically serves a concentrator functionality on the -- what we call the feeder side of the subscriber line carrier going back towards the host or remote. You would have, for example, two T1's or three T1's or four T1's. But on the -- what we call the distribution side, which would be where you take

the copper pairs out into the subdivisions, you'd have maybe 400. It would be whatever your cable sizes run. You could have 400 pair of cable, you could have 900 pair of cable. Since all of the 900 pairs aren't going to be in use at the same time, you don't need 900 pairs running back to the central office. So the subscriber line carrier effectively establishes the final link between the serving switch and the customer's premises. So it's a concentration and selection function. It is not a switching function like you have at the remote.

Q So it might be something like a repeater on a wireless network?

A No, it's not a repeater. It's probably more like what a cell site does. It makes that -- in your case, you're making that RF connection to the fixed facility going back to the MTSO. In our case, both sides are fixed but you still make that final connection at that subscriber line carrier. In our case, it's a little simpler because the mobile guy's not moving around, but it's still a concentration and a connection or a routing function.

Q What is a connectivity to these line concentrators at the serving switch?

A It varies depending on whether they're a

single-ended or a double-ended type of subscriber line carrier. I think the single-ended would be line control module. And there would be line cards on the field side of the subscriber lane carrier. There would be a line control module facing back to the switch as well.

Q What kind of equipment do you -- what brand name do you use for this?

A Northern Telecom and AT&T -- or excuse me -- Lucent. Those are two of them. There may be more.

Q I think it would be helpful to have you answer the same kind of questions that your counsel asked of Mr. Meyer.

Does a land-to-mobile call going over your network terminating on Wireless One's network, what pieces of equipment and functionality happens in that process?

A Are you talking about on my end?

Q Land-to-mobile call. Yeah, to the point where you deliver it to Wireless One.

A Well, I guess it depends on where the interconnections are. If it's in a 2-B scenario, it could --

Q Do it both ways?

A If it were in a 2-B scenario where we were



sending two-way traffic, it would be from the telephone in the subscriber's premises back over a loop local distribution facility to possibly a cross box or a subscriber line carrier to possibly a remote switch. Back to the host, and then I guess that would be the hand off for that. It would -- here again, it's going to depend on what kind of office where we have -- where there's a 2-B connection.

Q In what sense?

A In other words, I presume on 2-B's, there's probably going to be a hose office rather than a remote office for interconnection purposes.

Q How about a call that's routed back through your tandem?

A There would be the same -- basically the same scenario. Once you get to the host, you would go to the tandem and then you would pass it off at the demarcation or point of interconnection and it would go to the MTSO.

Q Now, going back to the local distribution, I believe you called it, the loop. The loop can have these different things that you've identified: A cross box or subscriber line carrier, correct?

A Correct.

Q Would you consider a remote switch to be part

of a local loop?

A Generally, in the historical terms, no. But in the unbundled network elements environment, because you can't get an unbundled -- I guess you can get it there. In some cases, we know we're going to have colocation at the host. When we've got colocation at the host, then we consider the loop to be everything from the host out. Because that's the part of the facility that we're going to have to provide.

I would say in some cases -- in the old traditional world, I would say that the remote is not part of the loop. But in the newer environment, I think there's going to be some cases where it's actually going to be included, at least, in terms of the distance from the host to the remote as part of the loop facility.

Q It would be conceivable that one of the customers of yours could have a direct connection to an end office, what you're calling a host office, right?

A Absolutely.

Q So there might not be any other pieces in the network between the subscriber and the end office?

A Correct. That's correct. Yeah.

Q Can your tandem switch deliver a call directly to a customer without any other equipment?

A The 200 does not provide line -- what we call line side interconnection capability. We do that in the Avon Park scenario but that's a special 200/100 hybrid switch. So I guess with special arrangements, I would say yes. But generally, no. That's the exception rather than the rule.

Q What else do you have in Fort Myers here on Lee Street? You've got a -- you said a DMS-200 earlier. Do you have an end office here also that's colocated?

A I do not know.

Q You must have some sort of end office here.

A Absolutely. There is a serving end office but they're entirely separate units.

Q Do you have any tariff definitions for any of the pieces of the network that you've just described?

A No. Those are not rate elements, per se, that go into the tariff.

Q There's no definition?

A There's not a charge. At least, there's not now. There may be as we get into additional unbundled elements. Currently, I don't think -- we do have loops in our local interconnection tariff. And then you've got the usage rate, the local switching, the transport, the tandem switching, but that's not the total unit

that's paying for a piece of it at a time.

Q What does a cross box do?

A A cross box basically helps you make more efficient utilization of pairs. It's kind of -- it's kind of a hard-wired concentration sort of an arrangement. If you've got -- let's say, three 200-pair subdivisions that you're serving, and you would bring those -- and since you're not going to be using all 200 pairs for each one of those -- out of each one of those cables, then you'd bring it back to a central location. And then coming into that location, you might have, again, 400 pairs going back to the central office. So you take the six -- some of those unused pairs in those cables and condense them down so that you've got a full able cable -- hopefully not too full -- 85 percent full, going back to the central office or the end office.

Q Are those just metallic lines or is there any kind of intelligence in that unit?

A To the best of my knowledge, those are just hard-wired metallic lines unless they came out with something new recently. Like I say, I've been away from this for a little while. I mentioned that they are hard-wired. They're hard-wired but you can go in if you need to get another pair to a particular area,

then the installer can go to that cross box and they can real easily rewire so that you get the additional pairs that you need one way or the other.

Q Are the metallic wires simply spliced together?

A No. There are terminals on both sides. You've basically got to -- it's almost kind of like a pegboard arrangement, except you go in and you tie the wires down on actual terminal blocks. But you can take them off and tie them down to a different one if you need to.

Q Are there any other pieces that we haven't talked about of your network?

A Those are the major pieces. I mean, they're -- like I said, there are repeaters, channel bank termination equipment and things like that throughout the network.

Q But it's your opinion that a cell site is functionally similar to a cross box?

A No, that's not what I said. I said a subscriber line carrier.

Q And can you -- what are the similarities there?

A Both of them make the final connection between the end user and the fixed facility going back

to the switch where the actual connection is made. Where the connection from one person on the call is made to the other person on the call, whether that be another cellular carrier or whether that be a land line customer.

But it effectively -- the cell site effectively is the connection of what I'll call a flexible loop. In other words, because you've got people out there that are moving around, that last piece of the loop is not really assigned to an individual user, but it's shared among many users. And all of the technology and things that you all have talked about is being there to make the cell site connection. That effectively just completes the loop.

Now, it's the same thing that the subscriber line carrier does. It completes the loop. When somebody picks up the phone, and it goes through that subscriber line carrier, then it finds a vacant path back to the end office.

Now, you have a more complex arrangement with the cellular scenario, but effectively, that's all you're doing, is you're completing that loop back to the end office.

Q Can your -- I think you've already answered this, and I believe you previously testified that your

network can operate without a subscriber line carrier node, correct?

A Correct.

Q Do you know, can a cellular network operate without a cell site?

A No, they can't. And I can't operate without wires and without terminal pedestals either. We've both got to have certain pieces to make it operate. The subscriber line carrier just functionally, except for the mobility issues, makes the same type of a connection that's made at a cell site.

Q Do you have a DS-3 connection at your subscriber line carrier node?

A If it's a big enough one, yes, we can do the DS-3 to it, yeah. I don't know what the sizes are. But the DS -- you would -- I don't think you'd take a DS-3 all the way to an individual subscriber line carrier unit. I don't think you'd do that to cell sites either. You may carry it there and you may pick up and you may drop pairs there. You mux and demux (phonetic) there. But then you take it on that ring on around somewhere else. We do the same thing but we do it with fiber optics. You're doing it with microwaves.

Q You do it at your end office?

A No, we do it to the subscriber line

carriers. In some cases, we go all the way to the customer's premises.

Q With what?

A With fiber optics and SONET ring technology.

Q Those would be business customers?

A Yeah, they would be business customers.

Q Where you have a T1 connection?

A Generally speaking, it's more than a T1.

Several T1's and maybe a DS-3.

Q What does a pedestal do?

A A pedestal is what you see out here in somebody's yard, and where the cable TV folks have one and we'll have one. That's where you, generally speaking, have a looped up cable that terminates on a terminal block. And from that terminal block, you have the individual drop wires that run to the home or businesses. It's on an -- if it's an apartment complex, it might be a bigger unit on the back of the building or it could be inside.

Q Does that provide any functionality then other than -- would you consider that part of the loop?

A Yes, that's part of the loop.

Q So that's just pure distribution?

A Yes.

Q So that would be comparable to our radio



frequency, the RF signal?

A I would say that in -- I can't get a comparability of that to -- I mean, that is purely a hard-wire wire line element. But it would be -- and you don't have the same thing. You've got different things. You've got different things, probably more complex things. But it would be part of that RF signal. It would come in that area.

Q Would you consider the cross box to be part of the RF signal equivalency?

A I'm having trouble. There are different technologies out at that point and I don't consider a cross box RF technology. But let me put it this way: If you --

Q Do they serve an equivalent functions, I guess, is the question?

A I don't think you have -- I don't think you have that same -- you don't have that same function, in my mind, in the wireless. Because you're doing that through electronics. You're doing that through the base station controller and --

Q Would the subscriber line carrier be the functional equivalent of the RF distribution?

A I would say that that performs a similar connection function as a cell site does. In other

words, if the cell site -- you're out there doing all of this registration and identification and signal strength and those kind of things, but at some point in time, you're going to get that voice call or data, whatever, you're going to get that transmission over that RF signal to the cell site to a T1, going back to the MTSO. It's going -- the cell site is going to make that RF connection to that T1 going back to the MTSO. The MTSO is going to --

Q Yeah, I understand your testimony on that point. My question is more limited. I'm just talking about functional equivalence of the RF or radio, our wireless loop, so to speak. And the question is specifically, is a subscriber line carrier the functional equivalent of the RF signal, does it serve the same functionality?

A And you're saying the RF signal and I'm saying it's not a functional equivalent of the RF signal. It's that equipment that you have at the cell site which makes a connection of that RF signal to the fixed facility going back to the MTSO. So it's more than -- it's not the RF, it's that connection functionality.

Q Your testimony is that the cell site is the functional equivalent of the subscriber line carrier

node, correct?

A Where are you referring to my testimony?

Q Page thirteen, lines seven to thirteen.

A I think I'm very explicit there in what I just stated twice. And what this says, and that is that the cell site is the final link to the subscriber and so is a subscriber line carrier.

Q Okay. I'm just being more specific than that. And the testimony is that a subscriber line carrier is not like our -- it's not the functional equivalent of our RF signal; rather, it's the functional equivalent of our cell site. That's your testimony, right?

A My testimony is that it is like the cell site, it's the final link to the subscriber.

Q So yes?

A Well, you keep bringing in RF. I'm just saying it doesn't replace the RF or anything like that.

Q That's what I said.

A Your RF is like my distribution wires. That's separate and apart from the subscriber line carrier.

Q I'm just trying to find out in the pieces of the network that you've identified here today, what is your understanding of which piece is the functional

equivalent of which piece of our network. And I think we've established that the cross box is the functional equivalent of the RF signal, our wireless loop, was your earlier testimony?

A If I didn't -- I hope that's not what I said. I think I suggested that I struggled with making that analogy. Okay.

Q I'm just going to tell you what I'm going to do. I'm going to go through each one of these pieces and ask you the question: What part of the cellular network is the functional equivalent of each piece. Let's start with the cross box.

A I don't think --

Q Let me back up.

A Yeah. If I had somebody that was sitting at the cross box and changing pairs on demand like in a patch board, then that would begin to look like the connection functionality that's made at the cell site. It would be connecting distribution pair on the distribution side to feeder pair or fixed facilities going back to the end office on the other side. The only thing is that's hard-wired. So I was struggling to make that analogy. Okay. I didn't think it was a fair analogy.

Whereas with the subscriber line carrier, the

subscriber line carrier does it on a real time basis, the same as I perceive that it happens on the cellular side. So I think that is a more realistic comparison of the functionality in that both of them make the final connection from the end user, in your case, radio frequency, to the fixed facility; in our case, distribution facility to the fixed facility.

Q Okay. But you would agree with respect to subscriber line carrier that that is not an essential component of your network, that you can have a direct distribution link to your end user without having that piece of equipment in it, correct?

A Absolutely.

Q And I think you also testified that a cell site is an essential piece of equipment. You can't deliver a cellular call without a cell site, correct?

A That's correct.

Q That's all I'm asking. Is a line concentrating module a requirement to produce a call to an end user?

A No.

Q Why?

A I'm not -- you know, my background has been outside plant engineering, not necessarily switching. And I don't know -- I don't believe that with all types

of switches you have to have any kind of a line concentration. You might have a line control module but not necessarily a line concentration.

Q You would have to have one or the other, line concentration module or line --

A I'm not sure. I don't know.

Q That's beyond your expertise in this area?

A Yeah.

MR. REHWINKEL: Can we take a break, Bill, so I can find out how much longer they're going to be open here?

MR. ADAMS: I don't think I've got a whole lot more.

(At about 5:44 p.m. - a short recess was taken.)

(At about 5:48 p.m. - reconvened proceedings.)

MR. ADAMS: I think I am done. I don't have anything further.

MR. REHWINKEL: Okay.

(At about 5:52 p.m. - deposition concluded.)

1 STATE OF FLORIDA

2 COUNTY OF LEE

3

4 I have read my deposition, and the same is true  
5 and accurate, save and except for changes and/or  
6 corrections, if any, as indicated by me on the  
7 correction sheet hereof.

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F. Ben Poag  
F. Ben Poag 10/24/97  
Date

The foregoing instrument was acknowledged  
before me this 24th day of October, 1997, by  
F. Ben Poag, who is personally known  
to me or who has produced  
as identification and who did take an oath.



Nellie D. Hamrick  
MY COMMISSION # 00891842 EXPIRES  
October 18, 2000  
NOTARY PUBLIC, STATE OF FLORIDA

Nellie D. Hamrick  
Notary Public, State of Florida  
My Commission No.: CC 591942  
Expires: 10-18-2000

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## CERTIFICATE OF OATH

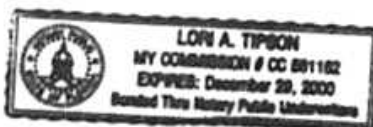
STATE OF FLORIDA

COUNTY OF LEE

I, the undersigned authority, certify that F.  
B. POAG personally appeared before me and was duly  
sworn.

WITNESS my hand and official seal this 21<sup>st</sup>  
day of October, 1997.

  
Lori A. Tipson  
Notary Public - State of Florida  
My Commission No.: CC-581152  
Expires: December 29, 2000



## REPORTER'S CERTIFICATE

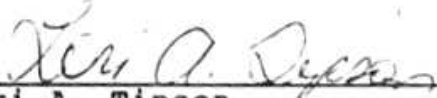
STATE OF FLORIDA

COUNTY OF LEE

I, Lori A. Tipson, Court Reporter and Notary Public in and for the State of Florida at Large, certify that I was authorized to and did stenographically report the deposition of F. B. POAG; that a review of the transcript was requested; and that the transcript is a true and complete record of my stenographic notes.

I further certify that I am not a relative, employee, attorney, or counsel of any of the parties, nor am I a relative or employee of any of the parties' attorney or counsel connected with the action, nor am I financially interested in this action.

DATED this 21<sup>st</sup> of October, 1997.

  
\_\_\_\_\_  
Lori A. Tipson  
DiCharia & Associates Court Reporting, Inc.

DICHARIA &amp; ASSOCIATES COURT REPORTING, INC.

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Petition By Wireless One Network, L.P. d/b/a )  
Cellular One of Southwest Florida for Arbitration ) Docket No. 971194-TP  
with Sprint-Florida, Incorporated Pursuant to )  
Section 252 of the Telecommunications Act of 1996. )

*Notice of Deposition of F. Ben Poag Duces Tecum*

To: Charles J. Rehwinkel, Esq.  
General Attorney  
Sprint-Florida, Inc.  
P.O. Box 2214  
MC FLTLHO0107  
Tallahassee, Florida 32301

Notice is hereby given that Wireless One Network, L.P. d/b/a Cellular One of Southwest Florida ("Wireless One") will take the deposition duces tecum of F. Ben Poag as if on cross examination, in the 5<sup>th</sup> floor conference room of Sprint-Florida, Inc., 1520 Lee Street, Ft. Myers, Florida, on Monday, October 20, 1997, commencing immediately after the conclusion of Sprint-Florida's noticed deposition of Francis J. Heaton. The deposition will continue from day to day until complete. The deposition will be used for discovery, at hearing, or for any other purpose allowed by law. The telephone number 941-335-0058 will be available to call for the deposition.

Mr. Poag is directed to bring with him at the time of his deposition, and make available for inspection and copying, the following:

1. A complete set of Sprint Florida, Incorporated's ("Sprint") current tariffs on file with the Florida Public Service Commission, including its mobile services, access, and intraLATA toll tariffs;
2. All documents or other forms of information that relate to the various costs that are recovered in, or used to develop, Sprint's current intraLATA toll tariff rates; and
3. All documents or other forms of information that relate to the various costs that are recovered in, or used to develop, Sprint's current mobile services tariff reverse option rate.

EXHIBIT

1. Poag  
LAT 10/20/97

To the extent Sprint-Florida claims any of this information to be confidential, Wireless One agrees to protect the information under the non-disclosure agreement between the parties.



William A. Adams

Dane Stinson

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

ARTER & HADDEN

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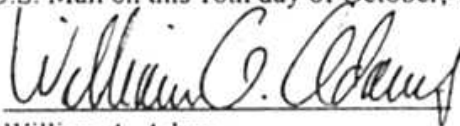
614/221-3155 (phone)

614/221-0479 (facsimile)

113946.1

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing Notice of Deposition Duces Tecum was served upon the following parties by facsimile and U.S. Mail on this 16th day of October, 1997.



William A. Adams

Beth Culpepper, Esq.  
William Cox, Esq.  
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Florida Public Service Commission  
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# GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A18  
Original Sheet 22

By: F. B. Poag  
Director

Effective: January 1, 1997

## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### D. TWO-POINT SERVICE (Cont'd)

#### 1. Service Between Land Wire Telephones (Cont'd)

##### h. Rate Table (Cont'd)

##### 1) Basic Rate Table for All Classes of Service <sup>1,2</sup>

#### UNITED TELEPHONE

<u>Rate Mileage</u>	<u>Day</u>	
	<u>Initial 1 Minute</u>	<u>Each Additional Minute</u>
11 - 22	\$ .24	\$ .14
23 - 55	.24	.21
56 - 124	.24	.21
125 - 292	.24	.21

#### CENTRAL TELEPHONE

<u>Rate Mileage</u>	<u>Day</u>	
	<u>Initial 1 Minute</u>	<u>Each Additional Minute</u>
0 - 10	\$ .17	\$ .07
11 - 22	.18	.14
23 - 55	.24	.20
56 - 124	.24	.20
125 - 292	.24	.20

<sup>1</sup> Discounts apply as shown in D.1.h.3) following.

<sup>2</sup> Charges applicable to service between 0-10 miles can be found in A3.

EXHIBIT

*2 Poag*  
LAT 10-2097

GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A18

First Revised Sheet 23

By: F. B. Poag  
Director

Cancelling Original Sheet 23

Effective: July 20, 1997

LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

D. TWO-POINT SERVICE (Cont'd)

1. Service Between Land Wire Telephones (Cont'd)

h. Rate Table (Cont'd)

2) Additional Charges

- a) The following charges are in addition to the Basic Rate Table preceding when the call is placed using the following operator services:

(1) Station	Charge <u>Per Call</u>	
(a) Customer Dialed Calling Card	\$ .90	(I)
(b) All other	1.10	(I)
(2) Person		
(a) All Calls	2.50	

# GENERAL EXCHANGE TARIFF

SPRINT-FLORIDA, INCORPORATED

SECTION A18

By: F. B. Poag  
Director

First Revised Sheet 24  
Cancelling Original Sheet 24  
Effective: July 20, 1997

## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

### D. TWO-POINT SERVICE (Cont'd)

#### 1. Service Between Land Wire Telephones (Cont'd)

##### h. Rate Table (Cont'd)

#### 3) Discounts and Applicable Rate Periods

- a) Discounts apply equally to the total charges for all messages with fractional amounts rounded down to the lower cent. Discounts do not apply to add on charges for customer dialed calling card, other station or person charges show in Section A18.D.1.h. (2) preceding.

#### Applicable Discounts

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun	
8:00 a.m.	Full	Full	Full	Full	Full	40%	40%	(R)
to 5:00 p.m. <sup>1</sup>	Rate	Rate	Rate	Rate	Rate	Disc	Disc	
5:00 p.m.	15%	15%	15%	15%	15%	40%	15%	(R)
to 11:00 p.m. <sup>1</sup>	Disc	Disc	Disc	Disc	Disc	Disc	Disc	
11:00 p.m.	40%	40%	40%	40%	40%	40%	40%	(R)
to 8:00 a.m. <sup>1</sup>	Disc	Disc	Disc	Disc	Disc	Disc	Disc	

<sup>1</sup> To, but not including.

#  
2

NOV 1 1994  
T-94-589**Sprint**United Telephone-Florida  
Central-Florida

Box 165000

Mail Code 5420

Altamonte Springs, Florida 32716-5000

Telephone: 407-889-6405

Fax: 407-884-7020

F. B. (Ben) Poag  
Director  
Tariffs & Regulatory

November 2, 1994

Mr. Walter D'Haeseleer  
Florida Public Service Commission  
101 East Gaines Street  
Tallahassee, Florida 32399-0865

Re: Rate Reduction Filing

Dear Mr. D'Haeseleer:

Enclosed are four copies each of the following United Telephone Company of Florida Access Service Tariff and General Exchange Tariff Pages:

Section E6

Section E16

Section A18

Section A25

Fourth Revised Page 75

Eighth Revised Page 4

Fifth Revised Sheet 13  
Second Revised Sheet 22.2Seventh Revised Sheet 15  
Ninth Revised Sheet 17

This filing is being made in response to continuing pressure by our largest customers to reduce access charges. The filing impacts three major areas - switched access rates, cellular interconnection usage rates and intraLATA toll rates. The total proposed revenue reduction is projected to be \$10.64M in 1995 (attachment A).

Switched access charge reductions account for \$9M, or about 85%, of the total revenue reduction (attachment B). With expanded interconnection for both switched and special access in effect in the interstate jurisdiction, and expected to be approved in the intrastate jurisdiction, new opportunities for bypass have emerged. This proposed switched access rate reduction continues the process of reducing the rates for these more competitive services to a level that is sustainable in the long run.



EXHIBIT

3 Poag

LAT 10-20-97



T-94-589

Mr. Walter D'Haesseleer  
November 2, 1994  
Page 2

Cellular interconnection rates are proposed to be reduced by \$1.08M (attachment C). This revenue reduction is driven by the switched access rate reductions above and a change in the calculation of cellular usage on mobile-to-land calls. United and Centel presently use different methods for calculating this usage: United bills access time and Centel bills conversation time only. This tariff filing will establish consistency between the two companies with respect to the calculation of cellular usage by changing United's method to conversation time only.

Finally, United is proposing reductions in its intraLATA toll rates. These reductions are designed to respond to competition in this market as switched access charges are reduced and IXCs reduce their long distance rates. Basic MTS rates (attachment D) have been reduced less than switched access rates overall, but rates for TeleSaver (attachment E), United's intraLATA toll volume discount plan, have been reduced by an amount proportional to the switched access rate reduction. (Revised imputed access price floors for TeleSaver have been developed to account for the switched access rate reductions that have occurred since the floors were originally established in 1991. Attachment F provides additional supporting detail).

Acknowledgment, date of receipt, and authority number of this filing are requested. A duplicate letter of transmittal is enclosed for this purpose.

Commission consideration and approval of the enclosed pages, with an effective date of January 1, 1995, is respectfully requested.

Sincerely,



Ben Poag  
Director - Tariffs and Regulatory

Enclosures

<i>Service</i>	<i>Pres. Rev.</i>	<i>Prop. Rev.</i>	<i>Rev. Change</i>
CCL	\$66,608,630	\$57,607,887	(\$9,000,743)
Cellular	\$4,665,111	\$3,575,789	(\$1,089,322)
Telesaver	\$429,131	\$399,830	(\$29,301)
IntraLATA Toll	\$42,497,188	\$41,976,136	(\$521,052)
<i>Total</i>	\$114,200,060	\$103,559,642	(\$10,640,418)

## SWITCHED ACCESS SERVICE

Service Description	Avg Monthly Billing Units*	Pres. Rate	Prop. Rate	\$ Incr. (Decr)	% Incr. (Dec)	Pres. Rev.	Prop. Rev.	Rev. Change
Carrier Common Line - Terminating	76,126,703	\$0.03820	\$0.03360	(\$0.00460)	-12.0%	\$34,896,481	\$30,694,287	(\$4,202,194)
Carrier Common Line - Originating	86,930,234	\$0.03040	\$0.02580	(\$0.00460)	-15.1%	\$31,712,149	\$26,913,600	(\$4,798,549)
<b>TOTAL</b>	<b>163,056,937</b>					<b>\$66,608,630</b>	<b>\$57,607,887</b>	<b>(\$9,000,743)</b>

\* Demand includes MABC (Section E16) Receivables.

Cellular

Attachment -

## INTERCONNECTION OF MOBILE SERVICES

## Rate Change

Service Description	Access Minutes	Pres. Rate	Prop. Rate	$\Delta$ (Decr)	% Incr. (Decr)	Pres. Rev.	Prop. Rev.	Rev. Change
MOBILE TO LAND NON DISCOUNT	7,485,220	\$0.0349	\$0.0334	(\$0.0015)	-4.3%	\$1,134,810	\$3,000,076	(\$134,734)
MOBILE TO LAND DISCOUNT	3,149,763	\$0.0248	\$0.0234	(\$0.0012)	-4.9%	\$979,810	\$684,453	(\$45,357)
LAND TO MOBILE INTRALATA INTERCOMPANY	776,747	\$0.0634	\$0.0568	(\$0.0066)	-7.3%	\$500,949	\$548,073	(\$42,876)
LAND TO MOBILE INTRALATA INTERCOMPANY	8,202	\$0.1282	\$0.1236	(\$0.0046)	-3.6%	\$9,542	\$9,199	(\$343)

Sub-Total

11,417,933

\$4,665,111

\$4,441,801

(\$223,310)

## Access vs. Conversation Metrics

Service Description	Access Minutes	Conversation Minutes	Prop. Rate	Access to Conversation Decrease	% Incr. (Decr)	Pres. Rev.	Prop. Rev.	Rev. Change
MOBILE TO LAND NON DISCOUNT	7,485,220	5,816,474	\$0.0334	(1,668,746)	-22.3%	\$3,000,076	\$2,331,243	(\$668,833)
MOBILE TO LAND DISCOUNT	3,149,763	2,447,558	\$0.0234	(702,205)	-22.3%	\$684,453	\$587,274	(\$197,179)
LAND TO MOBILE INTRALATA INTERCOMPANY	776,747	776,747	\$0.0568	0	0.0%	\$548,073	\$548,073	\$0
LAND TO MOBILE INTRALATA INTERCOMPANY	8,202	8,202	\$0.1236	0	0.0%	\$9,199	\$9,199	\$0

Sub-Total

11,417,933

8,046,982

\$4,441,801

\$3,575,789

(\$866,012)

Total

(\$1,069,322)

## LONG DISTANCE MESSAGE TELECOMMUNICATIONS SERVICE

Service Description	Avg Monthly Billing Units	Pres. Rate	Prop. Rate	\$ Incr. (Decr)	% Incr. (Decr)	Pres. Rev.	Prop. Rev.	Rev. Change
<b>Two-Point Service Between Land Wire Telephones</b>								
11-22 DAY 1ST MINUTE	752,006	\$0.2500	\$0.2400	(\$0.0100)	-4.0%	\$2,256,017	\$2,165,776	(\$90,241)
23-55 DAY 1ST MINUTE	1,072,878	\$0.2500	\$0.2400	(\$0.0100)	-4.0%	\$5,918,634	\$5,681,889	(\$236,745)
56-124 DAY 1ST MINUTE	195,509	\$0.2500	\$0.2400	(\$0.0100)	-4.0%	\$586,528	\$563,067	(\$23,461)
125-292 DAY 1ST MINUTE	4	\$0.2500	\$0.2400	(\$0.0100)	-4.0%	\$13	\$12	(\$1)
11-22 DAY ADDL MINUTE	1,863,529	\$0.1400	\$0.1400	\$0.0000	0.0%	\$3,130,729	\$3,130,729	\$0
23-55 DAY ADDL MINUTE	4,450,348	\$0.2100	\$0.2100	\$0.0000	0.0%	\$11,214,876	\$11,214,876	\$0
56-124 DAY ADDL MINUTE	530,251	\$0.2100	\$0.2100	\$0.0000	0.0%	\$1,336,232	\$1,336,232	\$0
125-292 DAY ADDL MINUTE	14	\$0.2100	\$0.2100	\$0.0000	0.0%	\$34	\$34	\$0
11-22 EVENING 1ST MINUTE	390,757	\$0.1875	\$0.1800	(\$0.0075)	-4.0%	\$879,203	\$844,035	(\$35,168)
23-55 EVENING 1ST MINUTE	773,245	\$0.1875	\$0.1800	(\$0.0075)	-4.0%	\$1,739,801	\$1,670,209	(\$69,592)
56-124 EVENING 1ST MINUTE	88,188	\$0.1875	\$0.1800	(\$0.0075)	-4.0%	\$198,418	\$190,481	(\$7,937)
125-292 EVENING 1ST MINUTE	2	\$0.1875	\$0.1800	(\$0.0075)	-4.0%	\$5	\$5	\$0
11-22 EVENING ADDL MINUTE	1,629,275	\$0.1050	\$0.1050	\$0.0000	0.0%	\$2,052,886	\$2,052,886	\$0
23-55 EVENING ADDL MINUTE	3,630,176	\$0.1575	\$0.1575	\$0.0000	0.0%	\$6,861,033	\$6,861,033	\$0
56-124 EVENING ADDL MINUTE	543,150	\$0.1575	\$0.1575	\$0.0000	0.0%	\$1,026,554	\$1,026,554	\$0
125-292 EVENING ADDL MINUTE	5	\$0.1575	\$0.1575	\$0.0000	0.0%	\$10	\$10	\$0
11-22 NGHT/WKND 1ST MINUTE	299,292	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$448,939	\$430,981	(\$17,958)
23-55 NGHT/WKND 1ST MINUTE	581,565	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$872,348	\$837,454	(\$34,894)
56-124 NGHT/WKND 1ST MINUTE	58,383	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$87,574	\$84,071	(\$3,503)
125-292 NGHT/WKND 1ST MINUTE	1	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$2	\$2	\$0
11-22 NGT/WKND ADDL MINUTE	933,669	\$0.0700	\$0.0700	\$0.0000	0.0%	\$784,282	\$784,282	\$0
23-55 NGT/WKND ADDL MINUTE	2,086,300	\$0.1050	\$0.1050	\$0.0000	0.0%	\$2,628,738	\$2,628,738	\$0
56-124 NGT/WKND ADDL MINUTE	305,523	\$0.1050	\$0.1050	\$0.0000	0.0%	\$384,959	\$384,959	\$0
125-292 NGT/WKND ADDL MINUTE	2	\$0.1050	\$0.1050	\$0.0000	0.0%	\$3	\$3	\$0
<b>Total</b>	<b>21,084,070</b>					<b>\$42,407,818</b>	<b>\$41,888,318</b>	<b>(\$519,500)</b>

Service Description	Avg Monthly Billing Units	Pres. Rate	Prop. Rate	\$ Incr. (Decr)	% Incr. (Decr)	Pres. Rev.	Prop. Rev.	Rev. Change
11-22 DAY 1ST MIN	3,019	\$0.1750	\$0.1680	(\$0.0070)	-4.0%	\$5,466	\$5,207	(\$259)
23-55 DAY 1ST MIN	4	\$0.1750	\$0.1680	(\$0.0070)	-4.0%	\$9	\$8	(\$1)
56-124 DAY 1ST MIN	0	\$0.1750	\$0.1680	(\$0.0070)	-4.0%	\$0	\$0	\$0
125-292 DAY 1ST MIN	0	\$0.1750	\$0.1680	(\$0.0070)	-4.0%	\$0	\$0	\$0
11-22 DAY ADDL MIN	7,319	\$0.0980	\$0.0980	\$0.0000	0.0%	\$8,608	\$8,608	\$0
23-55 DAY ADDL MIN	13	\$0.1470	\$0.1470	\$0.0000	0.0%	\$22	\$22	\$0
56-124 DAY ADDL MIN	0	\$0.1470	\$0.1470	\$0.0000	0.0%	\$0	\$0	\$0
125-292 DAY ADDL MIN	0	\$0.1470	\$0.1470	\$0.0000	0.0%	\$0	\$0	\$0
11-22 EVENING 1ST MIN	2,299	\$0.1313	\$0.1260	(\$0.0053)	-4.0%	\$3,623	\$3,476	(\$147)
23-55 EVENING 1ST MIN	5	\$0.1313	\$0.1260	(\$0.0053)	-4.0%	\$8	\$8	\$0
56-124 EVENING 1ST MIN	0	\$0.1313	\$0.1260	(\$0.0053)	-4.0%	\$0	\$0	\$0
125-292 EVENING 1ST MIN	0	\$0.1313	\$0.1260	(\$0.0053)	-4.0%	\$0	\$0	\$0
11-22 EVENING ADDL MIN	10,308	\$0.0735	\$0.0735	\$0.0000	0.0%	\$9,092	\$9,092	\$0
23-55 EVENING ADDL MIN	26	\$0.1103	\$0.1103	\$0.0000	0.0%	\$35	\$35	\$0
56-124 EVENING ADDL MIN	0	\$0.1103	\$0.1103	\$0.0000	0.0%	\$0	\$0	\$0
125-292 EVENING ADDL MIN	0	\$0.1103	\$0.1103	\$0.0000	0.0%	\$0	\$0	\$0
11-22 NTWKND 1ST MIN	1,562	\$0.0875	\$0.0840	(\$0.0035)	-4.0%	\$1,641	\$1,575	(\$66)
23-55 NTWKND 1ST MIN	3	\$0.0875	\$0.0840	(\$0.0035)	-4.0%	\$3	\$3	\$0
56-124 NTWKND 1ST MIN	0	\$0.0875	\$0.0840	(\$0.0035)	-4.0%	\$0	\$0	\$0
125-292 NTWKND 1ST MIN	0	\$0.0875	\$0.0840	(\$0.0035)	-4.0%	\$0	\$0	\$0
11-22 NTWKND ADDL MIN	5,377	\$0.0490	\$0.0490	\$0.0000	0.0%	\$3,162	\$3,162	\$0
23-55 NTWKND ADDL MIN	10	\$0.0735	\$0.0735	\$0.0000	0.0%	\$9	\$9	\$0
56-124 NTWKND ADDL MIN	0	\$0.0735	\$0.0735	\$0.0000	0.0%	\$0	\$0	\$0
125-292 NTWKND ADDL MIN	0	\$0.0735	\$0.0735	\$0.0000	0.0%	\$0	\$0	\$0

Total 30,007

\$37,678 \$32,205 (\$473)

The calculation of the rates is based on 70% of Initial ATA Toll Rates

Service Description	Avg Monthly Billing Units	Pres. Rate	Prop. Rate	\$ Incr. (Decr)	% Incr. (Decr)	Pres. Rev.	Prop. Rev.	Rev. Change
<b>OEAS II USAGE CHARGES</b>								
11-22 DAY 1ST MIN	11,804	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$17,706	\$16,997	(\$709)
23-55 DAY 1ST MIN	3,230	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$4,044	\$4,651	(\$193)
56-124 DAY 1ST MIN	0	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$0	\$0	\$0
125-292 DAY 1ST MIN	0	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$0	\$0	\$0
11-22 DAY ADDL MIN	19,680	\$0.0700	\$0.0700	\$0.0000	0.0%	\$16,531	\$16,531	\$0
23-55 DAY ADDL MIN	5,639	\$0.1050	\$0.1050	\$0.0000	0.0%	\$7,105	\$7,105	\$0
56-124 DAY ADDL MIN	0	\$0.1050	\$0.1050	\$0.0000	0.0%	\$0	\$0	\$0
125-292 DAY ADDL MIN	0	\$0.1050	\$0.1050	\$0.0000	0.0%	\$0	\$0	\$0
11-22 EVENING 1ST MIN	1,972	\$0.0938	\$0.0900	(\$0.0038)	-4.1%	\$2,219	\$2,129	(\$90)
23-55 EVENING 1ST MIN	333	\$0.0938	\$0.0900	(\$0.0038)	-4.1%	\$375	\$359	(\$16)
56-124 EVENING 1ST MIN	0	\$0.0938	\$0.0900	(\$0.0038)	-4.1%	\$0	\$0	\$0
125-292 EVENING 1ST MIN	0	\$0.0938	\$0.0900	(\$0.0038)	-4.1%	\$0	\$0	\$0
11-22 EVENING ADDL MIN	5,211	\$0.0525	\$0.0525	\$0.0000	0.0%	\$3,263	\$3,263	\$0
23-55 EVENING ADDL MIN	894	\$0.0788	\$0.0788	\$0.0000	0.0%	\$940	\$940	\$0
56-124 EVENING ADDL MIN	0	\$0.0788	\$0.0788	\$0.0000	0.0%	\$0	\$0	\$0
125-292 EVENING ADDL MIN	0	\$0.0788	\$0.0788	\$0.0000	0.0%	\$0	\$0	\$0
11-22 NYWKND 1ST MIN	1,970	\$0.0625	\$0.0600	(\$0.0025)	-4.0%	\$1,477	\$1,418	(\$59)
23-55 NYWKND 1ST MIN	400	\$0.0625	\$0.0600	(\$0.0025)	-4.0%	\$300	\$288	(\$12)
56-124 NYWKND 1ST MIN	0	\$0.0625	\$0.0600	(\$0.0025)	-4.0%	\$0	\$0	\$0
125-292 NYWKND 1ST MIN	0	\$0.0625	\$0.0600	(\$0.0025)	-4.0%	\$0	\$0	\$0
11-22 NYWKND ADDL MIN	3,506	\$0.0350	\$0.0350	\$0.0000	0.0%	\$1,472	\$1,472	\$0
23-55 NYWKND ADDL MIN	698	\$0.0525	\$0.0525	\$0.0000	0.0%	\$440	\$440	\$0
56-124 NYWKND ADDL MIN	0	\$0.0525	\$0.0525	\$0.0000	0.0%	\$0	\$0	\$0
125-292 NYWKND ADDL MIN	0	\$0.0525	\$0.0525	\$0.0000	0.0%	\$0	\$0	\$0
<b>Total</b>	<b>55,435</b>					<b>\$56,692</b>	<b>\$55,613</b>	<b>(\$1,079)</b>

The calculation of the rates is based on 50% of Internal ATA Toll Rates



TeleSave.

Attachment -

Service Description	Average Billing Units	Pres. Rate	Prop. Rate	\$ Incr. (Decr)	% Incr. (Decr)	Pres. Rev.	Prop. Rev.	Rev. Change
RES-1 HR MO MINIMUM	27.804	\$ 0.1400	\$ 0.1300	(\$0.0100)	-7.1%	\$46,711	\$43,374	(\$3,337)
RES-EACH ADDL MIN	72.533	\$ 0.1400	\$ 0.1300	(\$0.0100)	-7.1%	\$121,855	\$113,151	(\$8,704)
BUS-2 HR MO MINIMUM	20.532	\$ 0.1600	\$ 0.1500	(\$0.0100)	-6.3%	\$39,421	\$36,958	(\$2,463)
BUS-EACH ADDL MIN	39.745	\$ 0.1600	\$ 0.1500	(\$0.0100)	-6.3%	\$76,310	\$71,541	(\$4,769)
BUS-10 HR MO MINIMUM	20.344	\$ 0.1500	\$ 0.1400	(\$0.0100)	-6.7%	\$36,619	\$34,178	(\$2,441)
BUS-EACH ADDL MIN	16.883	\$ 0.1500	\$ 0.1400	(\$0.0100)	-6.7%	\$30,029	\$28,027	(\$2,002)
BUS-25 HR MO MINIMUM	24.247	\$ 0.1400	\$ 0.1300	(\$0.0100)	-7.1%	\$40,735	\$37,825	(\$2,910)
BUS-EACH ADDL MIN	22.292	\$ 0.1400	\$ 0.1300	(\$0.0100)	-7.1%	\$37,451	\$34,778	(\$2,673)

Total

244,180

\$429,131

\$389,830

(\$29,301)



## Imputation-Ree

Attachment F  
1 of 2*Originating Switched Access*

A) Service	Rates	
Carrier Common Line	0.0258	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Sub-total	0.0588	
Non Conversation Factor	1.0950	
Average Originating Access rate per conv. minute	0.0644	<u>0.0644</u>

*Terminating Switched Access*

B) Service	Rates	
Carrier Common Line	0.0336	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Average Terminating Access rate per conv. minute	0.0666	<u>0.0666</u>

C) Average Access rate per conv. minute (A+B)	<u>0.1310</u>
---	---------------

D) Avg Intralata MTS Call (Includes 1+ and Toll Calls) Billed MTS Minutes/Message	4.8400
--	--------

E) Avg Intralata MTS Call (Includes 1+ and Toll Calls) Conversation MTS Minutes/Message (Accounts for 30 sec. rounding)	4.3400
--	--------

F) Billed MTS Minutes vs. Conversation MTS Minutes Factor (D/E)	1.1152
---	--------

G) Average Access rate per conv. minute (from C above)	0.1310
--	--------

H) Factored Average Access rate per conv. minute (G/F)	0.1175
--	--------

I) PRICE FLOOR FOR RESIDENTIAL TELESaver	<u>0.1175</u>
--	---------------

## Imputation-Bus

Attachment F

2 of 2

*Originating Switched Access*

A) Service	Rates	
Carrier Common Line	0.0258	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Sub-total	0.0588	
Non Conversation Factor	1.0950	
Average Originating Access rate per conv. minute	0.0644	<u>0.0644</u>

*Terminating Switched Access*

B) Service	Rates	
Carrier Common Line	0.0330	
Local Transport	0.0153	
Local Switching	0.0098	
Line Termination	0.0079	
Average Terminating Access rate per conv. minute	0.0666	<u>0.0666</u>

C) Average Access rate per conv. minute (A+B) 0.1310

D) Avg Intralata MTS Call (Includes 1+ and Toll Calls)  
Billed MTS Minutes/Message 2.9000

E) Avg Intralata MTS Call (Includes 1+ and Toll Calls)  
Conversation MTS Minutes/Message (Accounts for 30 sec. rounding) 2.4000

F) Billed MTS Minutes vs. Conversation MTS Minutes Factor (D/E) 1.2083

G) Average Access rate per conv. minute (from C above) 0.1310

H) Factored Average Access rate per conv. minute (G/F) 0.1084

I) PRICE FLOOR FOR BUSINESS TELESaver 0.1084

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag, Director

Original Sheet 17

Effective: January 1, 1997

## E3. CARRIER COMMON LINE ACCESS

## E3.8 Rates and Charges

## A. The rate for Carrier Common Line Access is:

## 1. Carrier Common Line

	United Telephone Rate	Central Telephone Rate	USOC
(a) Originating Access Minute, each	.0258	.0304	NA
(b) Terminating Access Minute, each	.0336	.0382	NA

EXHIBIT

4 Poag

LAT 10-2097

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED

Original Page 135

By: F. B. Poag, Director

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges

E6.8.1 Interconnection Charge

	United Telephone	Central Telephone
- Per Access Minute	\$ 0.010824	\$0.017333

E6.8.2 Switched Transport

A. Entrance Facility

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Voice Grade - Four Wire	\$ 80.00	\$144.00
2. DS1		
- Zone 1	\$189.00	\$360.00
- Zone 2	\$210.00	\$360.00
- Zone 3	\$220.50	\$360.00
3. DS3		
- Per DS3		

	<u>Monthly Rate</u>			<u>Nonrecurring Charge</u>
	<u>Within CO</u>	<u>0-3 Miles</u>	<u>Over 3 Miles</u>	
Zone 1	\$832	\$1,463	\$2,577	\$366
Zone 2	924	1,626	2,863	366
Zone 3	970	1,707	3,006	366

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 136

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

## B. Direct-Trunked Transport

	Monthly Rate		Nonrecurring Charge
	<u>Fixed</u>	<u>Per Mile</u>	
1. Voice Grade - Per Channel	\$ 33.80	\$ 1.80	\$ 87
2. DS1			
- Zone 1	\$ 63.90	\$ 10.80	\$200
- Zone 2	71.00	12.00	200
- Zone 3	74.55	12.60	200
3. DS3			
- Zone 1	\$460.00	\$219.00	\$300
- Zone 2	472.00	243.00	300
- Zone 3	496.00	255.00	300

## C. Tandem-Switched Transport

	<u>Rate</u>
1. Tandem-Switched Transmission Termination, per Access Minute	
Zone 1	\$ .000180
Zone 2	\$ .000200
Zone 3	\$ .000210
Facility, per Access Minute per mile	
Zone 1	\$ .000036
Zone 2	\$ .000040
Zone 3	\$ .000042
2. Tandem Switching Per Access Minute	
Zone 1	\$ .000792
Zone 2	\$ .000880
Zone 3	\$ .000924

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

First Revised Page 137  
Cancels Original Page 137

Effective: April 15, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

D. Chargeable Optional Feature

Multiplexing

	<u>Monthly Charge</u>	<u>Nonrecurring Charge</u>
DS1 to Voice Grade:		
- Zone 1	\$270.00	\$142.00
- Zone 2	\$300.00	\$142.00
- Zone 3	\$315.00	\$142.00

DS3 to DS1:

- Zone 1	\$540.00	\$ 91.00
- Zone 2	\$600.00	\$ 91.00
- Zone 3	\$630.00	\$ 91.00

E. Installation

Nonrecurring Charge	<u>Rate</u>
- Per Trunk or Line	\$300.00

F. Common Transport Trunk Group Performance Data Report - United Telephone

(N)

Nonrecurring Charge	<u>Rate</u>
- Per Magnetic Tape	\$ 50.00
- Other Media	ICB

G. Network Blocking Charge (Applies to FGD)

- Per Call Blocked	\$ .0080
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## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag, Director

Original Page 138

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

H. Nonchargeable Optional Features

## 1. Supervisory Signaling

- a. DX Supervisory Signaling arrangement  
- Per Transmission Path<sup>1</sup>
- b. SF Supervisory Signaling  
- Per Transmission Path<sup>1</sup>
- c. E&M Type I Supervisory Signaling arrangement  
- Per Transmission Path<sup>1</sup>
- d. E&M Type II Supervisory Signaling arrangement  
- Per Transmission Path<sup>1</sup>
- e. E&M Type III Supervisory Signaling  
- Per Transmission Path<sup>1</sup>
- f. Tandem Supervisory Signaling  
- Per Transmission Path<sup>1</sup>

Note <sup>1</sup>: Available with Interface Groups 1 and 2.Note <sup>2</sup>: Available with Interface Groups 2 and 6 through 9.Note <sup>3</sup>: Available with Interface Groups 1 and 2 for FGC and FGD.Note <sup>4</sup>: Available with Interface Group 2 for FGA.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 139

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

H. Nonchargeable Optional Features (Cont'd)

2. Customer specification of the receive transmission level at the first point of switching within a range acceptable to the Company

- Per Transmission Path<sup>1</sup>

3. Customer specification of Switched Transport Termination Four-wire termination in lieu of two-wire termination

- Per Transmission Path<sup>1</sup>

4. Switched digital 56 Kbps (e.g., SwitchLink Plus<sup>SM</sup>) services access capability

- Per Trunk arranged<sup>1</sup>

I. CCS/SS7 Interconnection

1. Local Channel

- Per Point of Termination

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
		<u>Initial</u>	<u>Additional</u>
- 56.0 kbps	\$ 69.10	\$350.00	\$ 99.00
- 1.544 Mbps	140.90	745.00	335.00

Note 1: Available with Interface Groups 2 through 9 for FGA and FGB. The range of transmission levels which may be specified is described in Technical Reference PUB TR-NPL-000334.

Note 2: Available with Feature Group B with Type B Transmission Specifications.

Note 3: Available with Interface Group 6 through 9 for Feature Group D.



## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 140

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

I. CCS/SS7 Interconnection (Cont'd)

2. Interoffice Channel

	<u>Fixed Monthly Charge</u>	<u>Monthly Charge Per Mile</u>	<u>Nonrecurring Charge per Channel</u>
(a) 56.0 kbps			
(1) 0 mile	-	-	-
(2) 1 - 8 miles	\$ 37.55	\$ 3.80	\$ 36.00
(3) 9 - 25 miles	37.55	3.70	36.00
(4) Over 25 miles	37.55	3.60	36.00
(b) 1.544 Mbps			
(1) 0 mile	-	-	-
(2) 1 - 8 miles	\$ 64.35	\$ 29.80	\$ 200.00
(3) 9 - 25 miles	64.35	27.95	200.00
(4) Over 25 miles	64.35	26.10	200.00

3. Multiplexing

DS1 to DSO (required with 1.544 Mbps)

- Per Arrangement

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>	
		<u>Initial</u>	<u>Additional</u>
Each	\$119.80	\$66.00	\$180.00

4. STP Port Charge

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
Per Port	\$485.00	None

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 141

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office

## A. Local Switching

Rate

- |    |   |          |
|----|---|----------|
| 1. | Per Access Minute   | \$ .0177 |
| 2. | Common Switching Nonchargeable Optional Features  |          |
| a. | Call denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group                 |          |
| b. | Service Code Denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group         |          |
| c. | Hunt Group Arrangement, available with FGA, Per Transmission Path Group   |          |
| d. | Uniform Call Distribution Arrangement, available with FGA, Per Transmission Path Group                                  |          |
| e. | Nonhunting Numbers for use with Hunt Group Arrangements or U.C.D. Arrangement available with FGA, Per Transmission Path |          |
| f. | Automatic Number Identification, available with FGB, FGC and FGD, Per End Office By Type of Capacity                    |          |
| g. | Up to 7 Digit Outpulsing of Access Digits to IC, available with FGB, Per Entry Switch                                   |          |
| h. | Cut-Through, available with FGD, Per End Office or Access Tandem  |          |
| i. | Revertive Pulse Address Signaling, available with FGC, Per Transmission Path Group                                      |          |
| j. | Delay Dial Start-Pulsing Signaling, available with FGC, Per Transmission Path Group                                     |          |
| k. | Immediate Dial Pulse Address Signaling, available with FGC, Per Transmission Path Group                                 |          |

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag, Director

Original Page 142

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

## 2. Common Switching Nonchargeable Optional Features

1. Dial Pulse Address Signaling, available with FGC, Per Transmission Path Group
- m. Service Class Routing, available with FGC and FGD, Per Transmission Path Group
- n. Alternate Traffic Routing
  - Multiple Customer Premises Alternate Routing, available with FGB, FGC, and FGD, Per Transmission Path or Transmission Path Group
  - End Office Alternate Routing when offered in Trunks, available with FGB and FGD, Per Transmission Path or Transmission Path Group
- o. Trunk Access Limitation Arrangement, available with FGC and FGD, Per End Office
- p. Call Gapping Arrangement, available with FGD, Per End Office
- q. Band Advance Arrangement for Dedicated Access Line Service, available with FGC and FGD, Per arrangement
- r. End Office End User Line Service Screening on Dedicated Access Line Service, available with FGC and FGD<sup>1</sup>, Per Transmission Path

Note <sup>1</sup>: This feature is required for originating only Dedicated Access Lines.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 143

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

2. Common Switching Nonchargeable Optional Features (Cont'd)

- s. Hunt Group Arrangement for Dedicated Access Lines Service, available with FGC and FGD, Per Transmission Path Group
- t. Uniform Call Distribution Arrangement for Dedicated Access Line Service, available with FGC and FGD, Per Transmission Path Group
- u. Nonhunting Number for use with Hunt Group Arrangement or U.C.D. Arrangement for Dedicated Access Line Service, available with FGC and FGD, Per Transmission Path
- v. Switched digital 56 Kbps (e.g., SwitchLink Plus<sup>SM</sup>) services switching capability, available with Feature Group D only, Per Trunk Arrangement
- w. Enhanced Call Denial, available with FGA only, Per Line Equipped
- x. Prohibit 10XXX, available only with WATS Arrangement Option, Per Arrangement Equipped
- y. Calling Party Number, Per end office, per trunk group
- z. Charge Number, Per end office, per trunk group
- aa. Carrier Selection Parameter, Per end office, per trunk group

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag, Director

First Revised Page 144  
Cancels Original Page 144

Effective: April 1, 1997

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E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

3. Transport Termination Nonchargeable Options

a. Line Side Terminations for FGA

(1) Two Way Operation

- Dial Pulse with Loop Start
- Dial Pulse with Ground Start
- DTMF with Loop Start
- DTMF with Ground Start

(2) Terminating Operation

- Dial Pulse with Loop Start
- Dial Pulse with Ground Start
- DTMF with Loop Start
- DTMF with Ground Start

(3) Originating Operation

- Loop Start
- Ground Start

b. Standard Trunk Terminations for FGB, FGC, and FGD

- (1) Standard Trunk for Originating, Terminating or Two-Way operation, available with FGB, FGC and FGD
- (2) Rotary Dial Station Signaling Trunk, available with FGB
- (3) Operator Trunk, available with FGB or FGC, and FGD when used in conjunction with Inward Operator Services (D)
- (4) Operator Trunk, Full Feature Arrangement, available with FGD

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 145

Effective: January 1, 1997

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E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

## 4. Trunk Conversion Charge

Nonrecurring charges will apply when a customer requests a conversion of FGD trunks from multifrequency address signaling to SS7 signaling or from SS7 signaling to multifrequency signaling as specified below.

	<u>Nonrecurring Charge</u>
- Per 24 Channels Converted or Fraction Thereof	\$50.52

## 5. End Office to Tandem Rearrangement Charge

Nonrecurring charges as specified below will apply when a customer requests end office or tandem rearrangement of FGD trunks as set forth in 6.7.1\*\*\* preceding.

	<u>Nonrecurring Charge</u>
- Per 24 Channels Converted or Fraction Thereof	\$63.15

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 146

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

A. Local Switching (Cont'd)

6. Calling Party Number Parameter Charge<sup>1</sup>

Nonrecurring charges as specified below will apply when a customer requests the Calling Party Number Parameter optional feature described in 6.3 preceding. This charge does not apply if the feature is installed coincident with the initial installation of a service.

Nonrecurring Charge

- Per End Office Equipped \$21.05

7. Carrier Selection Parameter<sup>1</sup>

Nonrecurring charges as specified below will apply when a customer requests the Carrier Selection Parameter optional feature described in 6.3 preceding. This charge does not apply if the feature is installed coincident with the initial installation of a service.

Nonrecurring Charge

- Per End Office Equipped \$21.05

Note<sup>1</sup> If both the Carrier Selection Parameter and the Calling Party Number Parameter optional features are requested on the same access order, only one nonrecurring parameter charge will apply.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 147

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office (Cont'd)

## B. Line Terminations

Dedicated Access Line Terminations Nonchargeable Options

## 1. Line Side Terminations:

- a. Originating Only Loop Start, Line Side Connection, with  
DTMF Address Signaling Per Transmission Path
- b. Originating Only Loop Start, Line Side Connection, with  
Dial Pulse Address Signaling Per Transmission Path
- c. Originating Only Ground Start, Line Side Connection,  
with DTMF Address Signaling Per Transmission Path
- d. Originating Only Ground Start, Line Side Connection,  
with Dial Pulse Address Signaling Per Transmission Path
- e. Terminating Only Loop Start, Line Side Connection Per  
transmission Path
- f. Terminating Only Ground Start, Line Side Connection Per  
Transmission Path

## 2. Trunk Side Terminations:

Terminating Only Trunk Side Connection for forwarding of  
Dialed Number Identification to End User Per Transmission  
Path

## C. 900 Access Service NXX Activation Charge - Central Telephone

- 1. Per Company End Office Switch or Access Tandem in which  
translations are required

	Nonrecurring Charge
a. First NXX Code submitted on ASR	\$43.61
b. Additional NXX Codes submitted on the same ASR	\$21.51



## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 148

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service

## A. Monthly Rate

## 1. Access Lines

	Monthly Rate	USOC
(a) 2 wire InterLATA OutWATS, only <sup>1,2</sup>	\$38.00	X2B
(b) 4 wire InterLATA OutWATS, only <sup>1,2</sup>	38.00	X4B

## 2. Access Line Extensions

## a. Located in the Same Exchange as Main Termination

- (1) First extension termination on different premises from main termination

Each \$25.00 WSP++

- (2) Additional termination in same building as main or other extension termination

Each<sup>1</sup> - WSS++

- (3) First extension termination in different building, same premises as main or other extension termination

Each \$ 9.25 WSD++

Note<sup>1</sup>: The Dedicated Access Line Monthly Rates will be reduced by the amount of the gross receipts tax for certified vendors of telecommunications services.

Note<sup>1</sup>: This service will be available 60 days from receipt of the first request for service.

Note<sup>1</sup>: Nonrecurring charge applies.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 149

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

2. Access Line Extensions (Cont'd)

	Monthly Rate	USOC
b. Located in Different Exchange from Main Termination within same LATA		
(1) Interexchange channel mileage charges and channel terminal charges apply as specified for series 2000 channels in this Company's General Exchange Tariff plus:		
(a) First termination	\$25.00	EWV++
(b) Additional termination in same building with first or other tension termination, each <sup>1</sup>	-	WSS++
(c) Additional termination in different building, same premises as first or other extension termination, each	\$ 9.25	WSD++
(d) Additional termination on different premises, same exchange as first termination, each	\$ 25.00	WSP++
3. Four-Wire Terminating Arrangement		
Each arrangement <sup>1</sup>	\$10.00	4WA

Note<sup>1</sup>: Nonrecurring charge applies.Note<sup>2</sup>: This charge is in addition to the access line monthly recurring charges.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag, Director

Original Page 150

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

## B. Installation Charges

Service Ordering Charge - The term Service Ordering Charge means the charge that applies for work performed by the Company in connection with the receiving, recording and processing of customer requests for service.

Central Office Work Charge and New Line Connection Charge - Covers work associated with establishing or changing each WATS access line or access line extension connection.

Premises Visit Charge - The term Premises Visit Charge means the charge that applies for a visit to the customer's premises to perform work, other than disconnect work, requested by the customer.

1. For installation of WATS access lines, extensions or four-wire terminating arrangements

## a. Access Lines and Extension Lines

		<u>Nonrecurring Charge</u>	
		<u>United Telephone</u>	<u>Central Telephone</u>
(1)	Service Ordering - Primary Each order	\$35.00	\$22.00
(2)	Service Ordering - Secondary Each order	\$12.50	\$14.00
(3)	Central Office Work Charge <sup>1</sup> Each	\$19.50	\$21.05
(4)	New Line Connection Charge <sup>1</sup> Each	\$31.50	\$34.00
(5)	Premises Visit Each visit	\$19.00	\$30.00

## b. Four-Wire Terminating Arrangements

- (1) This charge is in addition to the access line nonrecurring charges.  
Each arrangement

\$17.00	\$21.15
---------	---------

Note<sup>1</sup>: Central Office Work Charge is applicable for all access lines connected.  
Note<sup>1</sup>: New Line Connection Charge is applicable for all new access lines or additional access lines over and above the number previously installed at a premises.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED

By: F. B. Poag, Director

Original Page 151

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

B. Installation Charges (Cont'd)

For moving a dedicated access line or extension line

		<u>Nonrecurring Charge</u>	
		<u>United</u>	<u>Central</u>
		<u>Telephone</u>	<u>Telephone</u>
a.	Inside Move		
	(1) Service Ordering		
	Each order	\$12.50	\$14.00
	(2) Premises Visit		
	Each visit	\$19.00	\$30.00

b. Outside Move, Different Building

Moves to a different building will be treated as a disconnect of the existing access line or extension and installation charges as specified in A19 of the General Exchange Tariff will be applicable.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 152

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'e)

B. Installation Charges (Cont'd)

3. Conversion Charges

a. Changing the TFC Service telephone number to a different number at the request of the customer

	<u>Nonrecurring Charge</u>	
	<u>United Telephone</u>	<u>Central Telephone</u>
(1) Service Ordering Each order	\$12.50	\$14.00
(2) Central Office Work Charge <sup>1</sup> Each	\$19.50	\$21.05

b. Separating an existing TFC Service into two or more hunting arrangements which contain the same TFC Service access lines as the original hunting arrangement

(1) Service Ordering Each order	\$12.50	\$14.00
(2) Central Office Work Charge <sup>1</sup> Each	\$19.50	\$21.05

Note<sup>1</sup>: Central Office Work Charge is applicable for all access lines connected.

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

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## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service (Cont'd)

(C)

B. Installation Charges (Cont'd)

3. Conversion Charges (Cont'd)

c. Combining two or more TFC Service hunting arrangements into a single hunting arrangement containing the same TFC Service access lines.

	<u>Nonrecurring Charge</u>	
	<u>United Telephone</u>	<u>Central Telephone</u>
(1) Service Ordering Each order	\$12.50	\$14.00
(2) Central Office Work Charge <sup>1</sup> Each	\$19.50	\$21.05
4. Conversion to a Four-Wire Termination Arrangement		
Each arrangement <sup>1</sup>	\$85.75	\$107.19

Note<sup>1</sup>: Central Office Work Charge is applicable for all access lines connected.

(N)

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

First Revised Page 154  
Cancels Original Page 154

Effective: July 15, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.5 Toll Free Code (TFC) Access Service

		<u>Nonrecurring Charge</u>	
		<u>United</u>	<u>Central</u>
		<u>Telephone</u>	<u>Telephone</u>
A.	TFC Access Service Data Base Query		
-	per query	\$0.008037	\$0.01623
B.	TFC Data Base Optional Features*		
-	per query	\$0.001344	\$0.00137

\* When a combination of one or more TFC Data Base Optional Service Features is used, only one charge will apply.

(D)

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 155

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

## E6.8 Rates and Charges (Cont'd)

## E6.8.6 900 Access Service - United Telephone

Additions or deletions of 900 NXX codes routed to a customer

Nonrecurring  
Charge

- A. Per Company end office switch (including end office collocated with access tandem)

Assembly of Route Pattern  
- applies only on initial  
request for 900 Access Service

\$ 4.91

- B. Per Company access tandem or end office switch providing six digit screening

Activation or deactivation of each 900 NXX code contained in the same request per access tandem or screening end office

\$ 1.64



## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED

Original Page 156

By: F. B. Poag, Director

Effective: February 18, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

(N)

E6.8.7 500 Access Service

(+)

Additions or deletions of 500 NXX codes routed to a customer

Nonrecurring Charge	USOC
------------------------	------

- A. Per Company end office switch (including end office collocated with access tandem)

Assembly of Route Pattern

- applies only on initial

request for Interim 500 Access Service

1+ Dialing

\$33.50

51ARP

0+ Dialing

33.50

50ARP

- B. Per Company access tandem or end office switch providing six digit screening

Activation or deactivation of each 500 NXX code contained in the same request per access tandem or screening end office

1+ Dialing

\$11.20

ADN51

0+ Dialing

11.20

ADN50

- C. Pass-Through Charge

- per query

\$ 0.010000

(N)

**FAX**

Date 10/24/97

Number of pages including cover sheet

7

TO: Bill Adams

FROM: Charles J. Rehwinkel  
Sprint  
Post Office Box 2214  
FLTLHO0107  
Tallahassee, Florida 32316

Phone

Fax Phone

614-221-0479

Phone

850/847-0244

Fax Phone

850/878-0777

CC:

REMARKS:

☐ Urgent☐ For your review☐ Reply ASAP☐ Please Comment

Bill:

Enclosed are the tariff sheets requested in Ben's deposition. Also included is the errata sheet. In return can you fax me the list of end offices identified in John Meyer's deposition and the errata sheets from Frank's and John's depositions as soon as they are available.

Thanks,

Charles

OCT 24 '97 10:12

EXHIBIT

5 Pages

LAT 10-24-97

ALL STATE INTERNATIONAL

10/23/97 15:30 SPRINT-APCPKA + 8505991458

NO.537 P001/002

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Peag, Director

First Revised Page 17  
Cancels Original Sheet 17

Effective: October 1, 1997

## E3. CARRIER COMMON LINE ACCESS

## E3.8 Rates and Charges

## A. The rate for Carrier Common Line Access is:

## 1. Carrier Common Line

(a) Originating Access Minute,  
each

Rate

\$0.0258

USOC

NA

(D)

+

(D)

(b) Terminating Access Minute,  
each

\$0.0336

NA

(C)

10/23/97 15:30 SPRINT-APOPKA + 8586991458

NO.537 P002/002

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

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Cancels Original Page 135

Effective: October 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges

E6.8.1 Interconnection Charge

- Per Access Minute Rate  
\$0.010016

(D)  
+  
(D) (M)  
(C)

E6.8.2 Switched Transport

A. Entrance Facility

	<u>Monthly Rate</u>	<u>Nonrecurring Charge</u>
1. Voice Grade - Four Wire	\$ 80.00	\$144.00
2. DS1		
- Zone 1	\$189.00	\$360.00
- Zone 2	\$210.00	\$360.00
- Zone 3	\$220.50	\$360.00
3. DS3		
- Per DS3		

	<u>Monthly Rate</u>			<u>Nonrecurring Charge</u>
	<u>Within CO</u>	<u>0-3 Miles</u>	<u>Over 3 Miles</u>	
Zone 1	8832	\$1,463	\$2,577	\$366
Zone 2	924	1,626	2,863	366
Zone 3	970	1,707	3,006	366

# ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 136

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 Switched Transport (Cont'd)

### B. Direct-Trunked Transport

		Monthly Rate		Nonrecurring Charge
		Fixed	Per Mile	
1.	Voice Grade - Per Channel	\$ 33.80	\$ 1.80	\$ 87
2.	DS1			
	- Zone 1	\$ 63.90	\$ 10.80	\$200
	- Zone 2	71.00	12.00	200
	- Zone 3	74.55	12.60	200
3.	DS3			
	- Zone 1	\$460.00	\$219.00	\$300
	- Zone 2	472.00	243.00	300
	- Zone 3	496.00	255.00	300

### C. Tandem-Switched Transport

		Rate
1.	Tandem-Switched Transmission Termination, per Access Minute	
	Zone 1	\$ .000180
	Zone 2	\$ .000200
	Zone 3	\$ .000210
	Facility, per Access Minute per mile	
	Zone 1	\$ .000036
	Zone 2	\$ .000040
	Zone 3	\$ .000042
2.	Tandem Switching Per Access Minute	
	Zone 1	\$ .000792
	Zone 2	\$ .000880
	Zone 3	\$ .000924

## ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED  
By: F. B. Poag, Director

Original Page 141

Effective: January 1, 1997

## E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.3 End Office

## A. Local Switching

Rate

- |    |   |          |
|----|---|----------|
| 1. | Per Access Minute   | \$ .0177 |
| 2. | Common Switching Nonchargeable Optional Features  |          |
| a. | Call denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group                 |          |
| b. | Service Code Denial on line or hunt group, available with FGA, Per Transmission Path or Transmission Path Group         |          |
| c. | Hunt Group Arrangement, available with FGA, Per Transmission Path Group   |          |
| d. | Uniform Call Distribution Arrangement, available with FGA, Per Transmission Path Group                                  |          |
| e. | Nonhunting Numbers for use with Hunt Group Arrangements or U.C.D. Arrangement available with FGA, Per Transmission Path |          |
| f. | Automatic Number Identification, available with FGB, FGC and FGD, Per End Office By Type of Capacity                    |          |
| g. | Up to 7 Digit Outpulsing of Access Digits to IC, available with FGB, Per Entry Switch                                   |          |
| h. | Cut-Through, available with FGD, Per End Office or Access Tandem  |          |
| i. | Revertive Pulse Address Signaling, available with FGC, Per Transmission Path Group                                      |          |
| j. | Delay Dial Start-Pulsing Signaling, available with FGC, Per Transmission Path Group                                     |          |
| k. | Immediate Dial Pulse Address Signaling, available with FGC, Per Transmission Path Group                                 |          |