

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

DIRECT TESTIMONY

OF

F. BEN POAG

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6 Q. Please state your name, business address and title.

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8 A. My name is F. Ben Poag. I am employed as Director-Tariffs
9 and Regulatory Management for Sprint-Florida, Inc. My
10 business mailing address is Post Office Box 2214,
11 Tallahassee, Florida. 32301.

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13 Q. What is your business experience and education?

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15 A. I have over 30 years experience in the telecommunications
16 industry. I started my career with Southern Bell, where I
17 held positions in Marketing, Engineering, Training, Rates
18 and Tariffs, Public Relations and Regulatory. In May,
19 1985, I assumed a position with United Telephone Company of
20 Florida as Director-Revenue Planning and Services Pricing.
21 I held the position until February 1988, at which time I
22 was appointed to the position of Director-Tariffs and
23 Regulatory. In January 1990, the pricing and tariffs
24 organizations were combined and I was appointed Director-
25 Revenue Planning and Regulatory. In June 1993, in

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FPSC-RECORDS/REPORTING

1 conjunction with restructuring, I assumed new
2 responsibilities and my current title. In my current
3 position, I am responsible for costing, tariffs and
4 regulatory matters. I am a graduate of Georgia State
5 University with a Bachelor's Degree in Business.
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7 Q. What is the purpose of your testimony?
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9 A. The purpose of my testimony is to explain why it is
10 inappropriate to require Sprint to compensate KMC for
11 tandem switching.
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13 Q. Please explain call termination and the functional
14 components and associated rate elements.
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16 A. Call termination between carriers takes place when a
17 customer on one carrier's network places a call to a
18 customer on the other carrier's network. There can be one
19 or three components associated with call termination
20 depending on the point of interconnection. For example,
21 when a CLEC interconnects with Sprint at one of its access
22 tandems, the CLEC can terminate calls to all of the local
23 end office switches subtending the access tandem. In this
24 scenario a call would traverse the tandem switch, the
25 interoffice trunking facilities, or transport, and the end

1 office local switch. The appropriate charges are tandem
2 switching, transport, and local switching. Likewise, when
3 Sprint terminates traffic onto the CLEC's network, Sprint
4 will deliver the traffic to the CLEC and the CLEC will
5 carry the traffic to the called end user, which may include
6 the same elements of tandem switching, transport and local
7 switching.

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9 Q. Should Sprint be required to pay the CLEC for tandem
10 switching, transport and local switching?

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12 A. Yes, if all the elements are used by Sprint in terminating
13 a call to a CLEC. However, if the CLEC does not provide
14 tandem switching and transport, Sprint should not be
15 required to compensate the CLEC for services and/or cost
16 not incurred by the CLEC to terminate the call.

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18 Q. Is this why Sprint is unwilling to agree to pay KMC tandem
19 switching charges as Sprint agreed to in its partial
20 agreement with MFS?

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22 A. Yes, KMC has conceded it will not provide tandem switching,
23 but, nonetheless, wants the same tandem switching charge
24 Sprint agreed to with MFS. Sprint would not have agreed to
25 pay that charge to MFS if it thought, at the time, the

1 issue could be arbitrated. Subsequently, in the MCI
2 arbitration proceeding this issue was arbitrated. In
3 Docket No. 960838-TP, Order No. PSC-96-1532-FOF-TP, and
4 Docket No. 961230-TP, Order No. PSC-97-0294-FOF-TP, the
5 Commission made the determination that compensation is not
6 appropriate for functions not performed; i.e., transport
7 and tandem switching.

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9 In Order No. PSC-97-0294-FOF-TP, issued March 14, 1997, the
10 Commission stated,

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12 We find that the Act does not intend for
13 carriers such as MCI to be compensated for
14 a function they do not perform. Even
15 though MCI argues that its network performs
16 'equivalent functionalities' as Sprint in
17 terminating a call, MCI has not proven that
18 it actually deploys both tandem and end
19 office switches in its network. If these
20 functions are not actually performed, then
21 there cannot be a cost and a charge
22 associated with them. Upon consideration,
23 we therefore conclude that MCI is not
24 entitled to compensation for transport and
25 tandem switching unless it actually

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performs each function.

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Q. Does that conclude your testimony?

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A. Yes.