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April 11, 1997

BY HAND DELIVERY

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

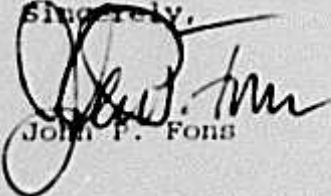
Re: Docket No. 970242-TP

Dear Ms. Bayo:

Enclosed for filing in the above docket are the original and fifteen (15) copies of Sprint-Florida, Inc.'s Rebuttal Testimony of F. Ben Poag.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning the same to this writer.

Thank you for your assistance in this matter.

Sincerely,

John P. Fons

- ACK _____
- AFA _____
- APP _____ Enclosures
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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
REBUTTAL TESTIMONY
OF
F. BEN POAG

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

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

Q. Are you the same F. Ben Poag that filed direct testimony in this proceeding?

A. Yes.

Q. What is the purpose of your rebuttal testimony?

A. In KMC's Petition for Arbitration and in the direct testimony of Tricia Breckenridge, KMC takes the position that Sprint-Florida must give KMC the same provision with respect to tandem-switching reciprocal compensation as contained in the Partial Interconnection Agreement for LATA 458 between United Telephone Company of Florida and

1 MFS Communications Company, Inc., dated September 19,
2 1996, and approved by this Commission on February 28,
3 1997. That provision, which Sprint-Florida - the
4 successor company to United Telephone Company of Florida
5 - has consistently argued was agreed to because it
6 believed it was unarbitratable, is subject to another
7 provision in that same Partial Interconnection Agreement
8 ("Agreement"), Section 26.2, which states that the
9 Agreement is at all times subject to change or
10 modification as may be ordered by this Commission in any
11 arbitration proceeding which applies to Sprint-Florida.
12 A copy of that provision is attached as Exhibit FBP-1.

13
14 As KMC is well aware, this Commission, in the MCI/Sprint-
15 Florida arbitration, addressed the specific issue of
16 whether Sprint-Florida must compensate MCI for tandem
17 switching when MCI would not be providing tandem
18 switching. The Commission, based on the evidence
19 submitted by the parties and which was available to the
20 parties, concluded that Sprint was not required to
21 compensate MCI for tandem switching.

22
23 In view of the Commission's decision in the MCI/Sprint-
24 Florida arbitration proceeding on this very same, exact
25 provision contained in the MFS/United Partial

1 Interconnection Agreement, Sprint-Florida has advised MFS
2 that the provision has been changed by the Commission's
3 decision and is no longer operable. Therefore, the
4 provision sought by KMC is no longer in existence in any
5 Sprint-Florida interconnection agreement and is not
6 available to KMC.

7
8 **Q.** Is it your understanding that KMC is seeking the same,
9 identical agreement as entered into by MFS and Sprint-
10 Florida in all respects?

11
12 **A.** Yes.

13
14 **Q.** If that is the case, won't KMC be bound by the same
15 Section 26.2 contained in the MFS/Sprint-Florida Partial
16 Agreement?

17
18 **A.** Yes. Because KMC will be agreeing to the same provision,
19 the decision in the MCI/Sprint Arbitration proceeding
20 will be equally applicable, and KMC will not be entitled
21 to reciprocal tandem switching compensation.

22
23 **Q.** Does this conclude your rebuttal testimony?

24
25 **A.** Yes.

PARTIAL INTERCONNECTION AGREEMENT FOR LATA 458

Dated as of September 19, 1996

by and between

UNITED TELEPHONE COMPANY OF FLORIDA

and

MFS COMMUNICATIONS COMPANY, INC.

26.2 This Agreement shall at all times be subject to changes or modifications with respect to the rates, terms, or conditions contained herein as may be ordered by the Commission or the FCC in the exercise of their respective jurisdictions, whether said changes or modifications result from a rulemaking proceeding, a generic investigation or an arbitration proceeding which applies to Sprint or in which the Commission makes a generic determination. This Agreement shall be modified, however, only to the extent necessary to apply said changes where Sprint-specific data has been made available to the Parties and considered by the Commission. Any rates, terms conditions thus developed shall be substituted in place of those previously in effect and shall be deemed to have been effective under this Agreement as of the effective date of the order by the Commission or the FCC, regardless of whether such action was commenced before or after the effective date of the Agreement. If any such modification renders the Agreement inoperable or creates any ambiguity or requirement for further amendment to the Agreement, the Parties will negotiate in good faith to agree upon necessary amendments to the Agreement.

27.0 QUALITY OF SERVICE STANDARDS

27.1 Sprint shall provide MFS provisioning, repair and maintenance support at the same times and durations as Sprint provides for itself and/or its customers. Sprint shall accept orders from MFS during the hours of operation of the appropriate ordering center.

27.2 Sprint shall provide MFS maintenance and repair services on wholesale and/or unbundled facilities in a manner that is timely, consistent and at parity with unbundled service provided to Sprint's end users and/or other carriers.

27.3 Within 120 days of the effective date of this Agreement, Sprint and MFS will jointly develop a method to monitor, on a monthly basis, the following key measurements:

a) the number each of unbundled loop, number portability (RCF) and Traffic Exchange trunk installations in the month completed by the MFS desired due date or missed due to end user or MFS actions, divided by the number of MFS installations for unbundled loop, number portability (RCF) and Traffic Exchange trunks for the month;

b) the number of justified customer-generated trouble reports on unbundled loops, number portability (RCF) and Traffic Exchange trunks entered during the given month divided by the total number of MFS circuits, and

c) the average interval, expressed in hours to the nearest tenth, from receipt of the unbundled loop, RCF or Traffic Exchange trunk trouble report until the time that the trouble report is cleared with the end user customer.

27.4 For the key measurements listed in Section 27.3, Sprint will have the following target objectives:

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U. S. Mail, hand delivery (*) or overnight express (**) this 11th day of April, 1997, to the following:

Martha Carter Brown *
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