

ORIGINAL

SPRINT-FLORIDA, INC.  
DOCKET NO. 971194-TP  
FILED: October 28, 1997

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

REBUTTAL TESTIMONY

OF

F. BEN POAG

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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. Have you previously filed testimony in this proceeding?

A. Yes, I filed prepared direct testimony in this proceeding.

Q. What is the purpose of your rebuttal testimony?

A. The purpose of my rebuttal testimony is to address specific statements in the direct testimonies of Mr. Meyer and Mr. Heaton testifying for Wireless One.

Q. Is Mr. Meyer's testimony on page 5, lines 9 and 10, a complete description of Sprint's end office to end users

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1 connections?

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3 A. No. Mr. Meyer portrays Sprint's local loop facility as  
4 "a single wireline between the end office and the fixed  
5 end user location." This may be true for some  
6 connections, however, in the majority of the cases there  
7 are remote switches, subscriber line carrier (SLC)  
8 systems, and carrier (copper and fiber) systems between  
9 the host and end office switches and SLCs. Thus, while  
10 the final link to the customer, the distribution link,  
11 may be a single wireline copper facility, there may be  
12 several links in the overall loop which are not a single  
13 wireline facility.

14

15 Q. What is the significance of these other wireline network  
16 elements?

17

18 A. The significance is that Wireless One is attempting to  
19 over simplify Sprint's wireline network so that it will  
20 appear Wireless One's cell sites deserve recognition as  
21 an end office switch. However, Wireless One's cell sites  
22 are more properly classified as a piece of network  
23 equipment necessary to complete the final loop connection  
24 to the end user. As I explain later this is the same  
25 type of loop functionality that is performed in Sprint's

1 wireline network by a SLC. However, Wireless One in its  
2 description of Sprint's network fails to include the SLC.  
3

4 Q. What are the implications of the functional and technical  
5 differences of Sprint's and Wireless One's networks from  
6 a policy perspective?  
7

8 A. As presented in the direct testimony of Mr. Meyer, the  
9 functionality that Wireless One attributes to its cell  
10 sites as switching functionality is actually the hardware  
11 and software required to complete the cellular end user  
12 loop. In other words, the "control data base processor"  
13 as referred to on page 9, line 3 of Mr. Meyer's testimony  
14 is not performing the functions of transport and end  
15 office switching as defined by the FCC. Rather, the  
16 control data base processor directs a connection  
17 function, not a switching function, at the cell sites  
18 that serves to connect the wireless portion of the  
19 cellular loop to fixed elements of the loop. This is  
20 functionally equivalent to the connection made at a  
21 subscriber line carrier (SLC) in a wireline network, that  
22 is, connecting the feeder side of the loop to the  
23 distribution side. Thus, for purposes of determining the  
24 application of reciprocal compensation, these are loop  
25 costs that are excluded. Sprint does not include SLC

1 costs in its local interconnection reciprocal  
2 compensation rates; thus it would be inappropriate to  
3 allow Wireless One to recover its loop cost through  
4 reciprocal compensation.

5  
6 Q. Please explain the similarities between the connection  
7 function performed by a SLC and the functionality of a  
8 Wireless One cell site in the context of establishing a  
9 loop connection.

10  
11 A. Based on my outside plant engineering, costing and  
12 pricing experience, I know that the SLC is a  
13 concentration device which condenses the traffic from  
14 many lines to a lesser number of lines. The subscriber  
15 side, or field side, of a SLC connects directly to the  
16 distribution cable (many lines) that terminates at  
17 various subscriber premises. The other side of the SLC  
18 (the end office switch side) connects to a lesser number  
19 of circuits that connects subscribers to the end office  
20 switch. As an example, the subscriber side of the SLC  
21 might connect to 400 copper pairs which terminate at the  
22 subscribers' premises within a subdivision. Between the  
23 end office switch and the SLC there may be only 96  
24 circuits. Since all 400 subscribers will not be using  
25 their telephones at the same time, it is not necessary to

1 have 400 circuits all the way back to the end office  
2 switch. The SLC establishes the connection between the  
3 circuits on each side of the SLC when a telephone  
4 subscriber within the subdivision goes off hook to make  
5 a call or when a telephone subscriber within the  
6 subdivision receives a call. This connection function is  
7 performed to complete the loop circuit from the end user  
8 to the end office switch. Essentially, this is the same  
9 type of connection made at a cell site under the  
10 direction of the control data base processor as described  
11 by Mr. Meyer. That is, the cell site, establishes the  
12 connection between the mobile wireless portion of the  
13 loop circuit and the fixed portion of the loop circuit  
14 back to the cellular switch.

15  
16 Q. What is the significance of these network differences in  
17 terms of the Act and the FCC's reciprocal compensation  
18 requirements?

19  
20 A. Requiring Sprint to compensate Wireless One for a portion  
21 of its loop costs would be inconsistent with the Act and  
22 the FCC's 96-98 order. Additionally, since cell sites do  
23 not have the same switching functionality as Sprint's end  
24 office switches, Sprint cannot directly connect from its  
25 switches to Wireless One's cell sites to terminate

1 Q. Does 360° Communications subscribe to the reverse toll  
2 billing option (RTBO)?

3  
4 A. Yes.

5  
6 Q. Does any CMRS carrier interconnecting with Sprint receive  
7 the benefit of the RTBO option without paying the  
8 tariffed rate?

9  
10 A. No. Some CMRS carriers do not subscribe even though they  
11 are interconnected. All carriers subscribing pay the  
12 tariffed charges. Where CMRS carriers do not subscribe  
13 to the RTBO option, we bill the end user customers the  
14 usage charges. I am not aware of any end user customer  
15 complaints.

16  
17 Q. Do you have any comment on Mr. Heaton's testimony  
18 regarding a single provision of a negotiated agreement  
19 between BellSouth and Vanguard?

20  
21 A. Because that agreement is related to a contested issue  
22 that has not been ruled a part of this case, I will not  
23 address it here.

24  
25 Q. Mr. Heaton suggests that 47 CFR 51.701(b)(2) requires

1           that RTBO may not be applied to calls that are now  
2           charged to Wireless One under Sprint's tariff. Do you  
3           agree?

4  
5       A.    No.

6  
7       Q.    Why do you disagree?

8  
9       A.    Mr. Heaton's view ignores the purpose behind the FCC's  
10           distinction between local and toll traffic.

11  
12       Q.    What is the significance of the distinction between local  
13           and toll?

14  
15       A.    First, as initially addressed in my direct testimony, the  
16           FCC's rules only relate to reciprocal compensation  
17           between carriers. In the case of the reverse toll bill  
18           option, which Wireless One subscribes to in lieu of  
19           Sprint charging the originating end users, local calls,  
20           i.e., \$.25 message rate calls and toll calls are  
21           included. Thus even though some of these routes are  
22           local by Florida Statute 364.02(2), Wireless One seems to  
23           conclude that Sprint cannot charge its customers, or  
24           alternatively at Wireless One's option, Wireless One, for  
25           these calls. It is important to note that even though

1           these \$.25 message rate routes are local, there are still  
2           end user charges. Thus, the FCC's definition of "local"  
3           for reciprocal compensation between carriers is  
4           irrelevant with regard to each carrier's charges to its  
5           end users. The issue is not what Sprint charges its end  
6           users but what Sprint will be paying Wireless One to  
7           terminate these calls. If the calls originate on  
8           Sprint's network and terminate on Wireless One's network  
9           within the same MTA, Sprint will pay Wireless One the  
10          application, interconnection rates to terminate these  
11          \$.25 message and toll calls. These local interconnection  
12          rates have already been agreed upon by Sprint and  
13          Wireless One and are not in dispute in this arbitration;  
14          the rates are listed in Exhibit 1 to Attachment 1 of the  
15          agreement. Because of federal action, Sprint will now be  
16          compensated at the lower priced local interconnection  
17          rates rather than access charges when Sprint terminates  
18          calls that are originated anywhere within Wireless One's  
19          MTA. In contrast, ILECs and CLECs will continue to pay  
20          each other terminating access for toll calls defined by  
21          the Florida Public Service Commission and terminated to  
22          each other within the MTA.

23  
24        Q.    Does this conclude your rebuttal testimony?  
25



1 A. Yes.

**CERTIFICATE OF SERVICE  
DOCKET NO. 971194-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served by U.S. Mail this 28 day of October, 1997 to the following:

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BEN POAG*

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10/28/97