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November 12, 1997

VIA FEDERAL EXPRESS

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

Re: *Wireless One Network's Petition for Arbitration with Sprint Florida*
Docket No. 971194-TP

Dear Ms. Bayo:

Please find enclosed for filing the original and three copies of the Wireless One Network, L.P.'s Notice of Filing of Deposition of Sprint Witness F. Ben Poag. Please date stamp and return ~~the~~ two copies in the enclosed, self-addressed envelope.

Also find enclosed for filing the original and two copies of the Deposition Transcript of F. Ben Poag. Please date stamp and return one copy in the enclosed, self-addressed envelope.

Thank you for your attention to this matter.

Very truly yours,

William A. Adams

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ACK _____

AFA _____

APP _____ Enclosures

CCP _____

CCM _____ P.S. As per the request of Linda Williams, I am enclosing a diskette with Wireless One's November 7, 1997 Prehearing Statement in WordPerfect for Windows.

CTH _____

FAO _____ cc: (w/Wireless One Network, L.P.'s Notice of Filing of Deposition of Sprint Witness F. Ben Poag)

LEJ _____

LSA _____

PHO _____

PLA _____

PSA _____

WAS _____

OTH _____ 116566 1

James A. Dwyer
Frank Heaton
Beth Culpepper, Esq. (via facsimile [850/413-6250] and U.S. Mail)
William Cox, Esq. (via facsimile [850/413-6250] and U.S. Mail)
Charles J. Rehwinkel, Esq. (via facsimile [850/878-0777] and U.S. Mail)

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REC'D RECORDS/REPORTING

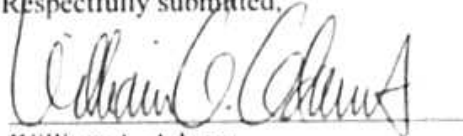
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

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.)

*Wireless One Network, L.P.'s Notice of Filing
of Deposition of Sprint Witness F. Ben Poag*

Wireless One Network, L.P. hereby gives notice that it has filed the original and one copy of the Deposition Transcript of F. Ben Poag taken on October 20, 1997. That deposition was taken pursuant to notice indicating that the deposition will be used "for discovery, at hearing, or for any other purpose allowed by law." It is Wireless One's intention to use the deposition transcript at hearing.

Respectfully submitted,



William A. Adams

Dane Stinson

Laura A. Hauser (Florida Reg. No. 0782114)

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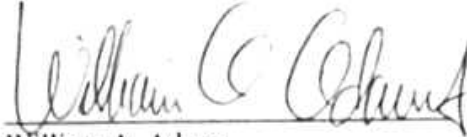
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Notice of Filing of Deposition Transcript was served upon the following parties by facsimile and U.S. Mail on this 12th day of November, 1997.



William A. Adams

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Charles J. Rehwinkel, Esq.
Sprint Florida, Inc.
1313 Blair Stone Road
MC FTLLHO0107
Tallahassee, Florida 32301

116552.1

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
Court Reporter and Notary
Public, State of Florida
At Large

DICHARIA & ASSOCIATES COURT REPORTING, INC.
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DOCUMENT NUMBER-DATE

ORIGINAL

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1 APPEARANCES:

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5 Counsel Appearing on Behalf of Wireless One

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15 WILLIAM COX, Attorney at Law
16 Division of Legal Services
17 Florida Public Service Commission
2540 Shumard Oak Boulevard
18 Tallahassee, Florida 32399

19 Counsel Appearing Via Telephone on Behalf
of the Florida Public Service Commission

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

23
24
25

I N D E X

1 WITNESS: F. B. POAG

2 Direct Examination by Mr. Rehwinkel

Page 4

3
4
5
6 E X H I B I T I N D E X

7 EXHIBIT NUMBER

PAGE MARKED

8 Wireless One's Exhibit 1
9 (Photocopy of Notice of Taking Deposition)

Page 65

10 Wireless One's Exhibit 2
11 (Photocopy of General Exchange Tariff)

Page 65

12 Wireless One's Exhibit 3
13 (Photocopy of 11/2/94 Letter
to Mr. D'Haesseleer from Mr. Poag)

Page 65

14 Wireless One's Exhibit 4
15 (Photocopy of Access Service Tariff)

Page 65

16 Wireless One's Late Filed Exhibit 5
17 (Photocopy of Updated Access Service Tariff)

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18 *****
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1 Fort Myers, Florida
2 Monday, October 20, 1997
3 (Counsel, Deponent and others listed present)
4 F. B. POAG,
5 a witness herein, called at about 1:53 p.m. by
6 Counsel for Wireless One, sworn by reporter,
7 testified:

8 DIRECT EXAMINATION

9 BY MR. ADAMS:

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

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

14 Q And what is your current employment and
15 position?

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

18 Q For what company?

19 A Sprint.

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

23 A Yes.

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

1 A No.

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

5 A No, but I heard about it.

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

8 BY MR. ADAMS: (Cont'g.)

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

16 Have you furnished those today?

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

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

21 MR. REHWINKEL: Okay.

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

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

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

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

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

16 MR. REHWINKEL: Right.

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

21 MR. REHWINKEL: Right. That's right.

22 MR. ADAMS: Okay.

23 BY MR. ADAMS: (Cont'g.)

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

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

3 Did you bring anything in response to that?

4 A No.

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

7 A No.

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

9 THE WITNESS: That's intra-LATA.

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

12 BY MR. ADAMS: (Cont'g.)

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

15 A That's correct.

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

18 BY MR. ADAMS: (Cont'g.)

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

23 A No.

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

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

4 MR. ADAMS: May I see that?

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

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

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

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

18 MR. REHWINKEL: You can have it.

19 MR. ADAMS: Okay.

20 BY MR. ADAMS: (Cont'g.)

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

25 A That's correct.

1 Q You can hand that back to the court
2 reporter.

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

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

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

12 A That's correct.

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

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

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

21 A No. No.

22 Q Within the last year?

23 A Oh, no. It was many years ago.

24 Q Sometime before 1990?

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

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

3 A Yes.

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

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

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

9 A Yes. Certain service offerings, yes, sir.

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

12 A Yes.

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

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

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

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

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

5 A Well, years ago, we used to develop the
6 access rates in the states. We worked in conjunction
7 with corporate. We had our own separations and a part
8 69 allocation group and we don't have that any longer.

9 Q When did that change?

10 A About a year and-a-half ago.

11 Q So fairly recently?

12 A Yes.

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

15 A Yes.

16 Q How many times?

17 A I'd -- twice, I think.

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

24 A Yes.

25 Q Can you describe with respect to the

1 engineering what kind of engineering responsibilities
2 you had?

3 A I was an outside plant engineer.

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

6 A Designed carrier systems and outside plant
7 facilities.

8 Q Give me an example of some outside plant
9 facilities.

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

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

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

18 Q And a carrier system --

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

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

25 A Approximately a year and-a-half.

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

3 A I went into data communications.

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

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

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

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

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

16 A Yes.

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

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

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

4 Q And what years was that?

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

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

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

11 THE WITNESS: Correct.

12 BY MR. ADAMS: (Cont'g.)

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

17 A Correct.

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

20 A Yes.

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

23 A Yes.

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

1 point out pages and lines of disagreement?

2 A Yeah. I'll get my copy.

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

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

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

20 BY MR. ADAMS: (Cont'g.)

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

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

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

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

8 A Yeah, mobile telephone switching office.

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

11 A It provides basically end office switching
12 functionality.

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

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

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

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

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

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

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

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

11 BY MR. ADAMS: (Cont'g.)

12 Q Which page are you on?

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

15 Q With what respect is it oversimplified, just
16 generally?

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

1 you're providing out to the cell site.

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

4 MR. ADAMS: Can you read back his answer?

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

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

9 BY MR. ADAMS: (Cont'g.)

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

14 A Correct.

15 Q Do you consider yourself an expert in network
16 engineering?

17 A No.

18 Q Of either wireless or wire line?

19 A Correct. I do not.

20 Q Let's continue.

21 A On line eleven --

22 Q Page four?

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

25 Q Is that different in some way functionality-

- 1 wise?
- 2 A Yes.
- 3 Q Which tandem is a DMS-200?
- 4 A Well, we technically only have one tandem and
5 that's the Fort Myers office which we generally refer
6 to as an access and toll tandem. Historically that's
7 the way we refer to it. There may be other smaller
8 what we call local tandems. I'm just not familiar with
9 the net details of the network, per se. But those
10 would not be what I refer to as access or toll tandems.
- 11 Q Your Fort Myers tandem, which is actually in
12 this building on Lee Street or nearby, correct?
- 13 A I don't know. I'm policy.
- 14 Q Do you know if you also have a tandem at Avon
15 Park?
- 16 A That's correct.
- 17 Q Is that also in the Fort Myers LATA?
- 18 A Yes. That's -- and it's my understanding
19 that that's a basically a 100/200. And that serves
20 both as a tandem and as an end office. That's why you
21 effectively have the 100/200 designation: 100 serving
22 as the end office, the 200 as the tandem function.
- 23 Q So the Fort Myers tandem only serves as a
24 tandem function?
- 25 A Correct.

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

3 A Correct.

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

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

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

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

16 Q There's two?

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

19 Q Okay.

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

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

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

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

11 A Correct.

12 Q Back to Mr. Meyer's testimony now.

13 A Yes. On lines fifteen through nineteen.

14 Q Still on page four?

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

18 Q What hardware pieces are different in your
19 judgment?

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

23 Q Anything else?

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

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

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

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

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

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

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

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

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

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

2 A Absolutely.

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

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

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

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

1 your house, correct?

2 A I don't understand your question.

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

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

17 Q What is it a function of?

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

25 Q So all your local calling areas would not be

1 served by an end office; is that true?

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

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

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

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

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

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

22 A Yes, without going through a tandem.

23 Q Okay.

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

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

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

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

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

15 Q And why?

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

19 Q What is the difference there?

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

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

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

7 Q What would the differences be at that point?

8 A What would the central processor do?

9 Q Everything that it does now.

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

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

21 Q The same reasons you've outlined earlier?

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

24 Q Page ten?

25 A On page ten, yeah.

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

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

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

15 A Correct.

16 Q Correct?

17 A Correct.

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

21 A Correct.

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

25 A Yes.

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

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

9 Q Why is that?

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

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

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

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

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

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

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

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

10 BY MR. ADAMS: (Cont'g.)

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

14 A Yeah. I'm not --

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

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

20 Q Anything else?

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

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

6 A Technical reasons, I will say.

7 Q I'm sorry?

8 A Technical reasons.

9 Q What other kind of reasons might there be?

10 A Price and policy reasons.

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

13 A Yeah.

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

17 A In terms of my technical expertise.

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

21 A That's correct.

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

23 A That's correct.

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

1 A Correct.

2 Q You've never practiced law, right?

3 A Not legally.

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

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

8 BY MR. ADAMS: (Cont'g.)

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

11 A Yeah.

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

14 A Yeah.

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

17 A Yeah.

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

21 A Yes.

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

1 A Yes.

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

4 A Yeah.

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

9 A Okay.

10 Q Are you ready?

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

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

18 A Yeah.

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

22 A Yeah.

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

1 two different kinds of relationships between Wireless
2 One and Sprint.

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

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

8 A Yeah. So with that predicate --

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

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

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

25 A Yeah, with regard to the CMRS provider.

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

3 A Yes.

4 Q Under the FCC rules, correct?

5 A Yeah, under the FCC definition, yeah.

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

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

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

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

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

20 A Correct.

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

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

6 A Yes.

7 Q You agree with that, right?

8 A Yes.

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

11 A If -- well, excuse me.

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

17 A Say that differently.

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

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

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

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

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

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

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

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

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

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

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

1 proceedings.)

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

8 BY MR. ADAMS: (Cont'g.)

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

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

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

16 A Yes.

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

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

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

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

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

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

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

19 THE WITNESS: Yeah, intra-LATA, inter-MTA.

20 BY MR. ADAMS: (Cont'g.)

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

24 A Yes.

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

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

5 A Yes.

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

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

13 Q Which services offerings are you referring
14 to?

15 A The reverse toll bill.

16 Q Okay.

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

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

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

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

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

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

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

9 BY MR. ADAMS: (Cont'g.)

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

12 A Yeah.

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

15 BY MR. ADAMS: (Cont'g.)

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

20 A Correct.

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

1 Wireless One customers?

2 A Right.

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

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

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

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

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

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

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

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

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

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

12 A A 2-B is a -- a 2-B is end offices only
13 termination and origination. You can't avoid toll
14 charges by saying that you want to have traffic
15 originated and terminated directly to a 2-B. The
16 Florida Commission developed a lower priced rate for
17 2-B. I believe it was one cent a minute. But the
18 intent of that was that you would only terminate within
19 the end office and not go outside the end office.
20 That's why the lower rate was applicable.

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

1 a North Naples Wireless One customer. Okay?

2 A Okay.

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

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

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

9 A Okay.

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

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

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

19 MR. HEATON: Yes.

20 BY MR. ADAMS: (Cont'g.)

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

23 A We said that was a toll route?

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

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

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

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

15 Q Well, Immokalee --

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

18 Q Of the party being called?

19 A A cellular NXX of the party being called?

20 Q Let's assume that there is.

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

24 Q At the end office?

25 A At the end office.

1 Q Across the 2-B trunks?

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

4 Q Not back through the tandem?

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

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

19 A Yeah.

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

22 A No.

23 Q Why?

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

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

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

10 A Yeah.

11 Q Over that end office?

12 A You're getting beyond my policy expertise.

13 Q Okay.

14 A Okay.

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

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

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

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

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

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

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

14 A I can do the same with you that I'm doing
15 with you today. If you want to avoid the reverse toll
16 bill option, then you have to order an NXX in that
17 local calling area. If it's the type 2-B
18 interconnection, then the NXX has to be in that same
19 central office. Then we'll give you all the traffic
20 within that same central office. If it's outside of
21 the central office serving area, then you're going to
22 need multiple switches to get there. You don't pay a
23 2-B rate to get multiple switching functionality. It's
24 the same thing you're doing today. If you want to do
25 it more places, then you just have to order more local

1 NXX's.

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

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

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

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

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

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

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

1 anything.

2 MR. REHWINKEL: Is that a question?

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

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

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

13 BY MR. ADAMS: (Cont'g.)

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

18 A Those are two questions.

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

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

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

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

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

12 BY MR. ADAMS: (Cont'g.)

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

16 MR. REHWINKEL: Is that a question?

17 MR. ADAMS: And that's --

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

23 BY MR. ADAMS: (Cont'g.)

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

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

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

6 Q So the answer is no or --

7 A Don't know.

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

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

14 Q And Sprint -- where there is a local NNX and
15 a local connection, Sprint today is delivering
16 land-to-mobile calls to those NNX customers over that
17 2-B end office trunk; is that correct?

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

20 Q Correct.

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

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

1 A Within the Sprint end office, yeah.

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

5 A Would you repeat that, please?

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

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

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

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

24 MR. ADAMS: Glad you're a convert.

25 THE WITNESS: Not quite. To the cell site,

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

4 MR. ADAMS: Correct.

5 THE WITNESS: I wasn't aware of that.

6 BY MR. ADAMS: (Cont'g.)

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

11 A Correct.

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

18 A Yes.

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

25 A Correct.

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

3 A Yeah.

4 Q Okay.

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

12 BY MR. ADAMS: (Cont'g.)

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

15 A Yes.

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

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

20 THE WITNESS: Those are the rates.

21 BY MR. ADAMS: (Cont'g.)

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

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

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

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

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

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

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

16 MR. REHWINKEL: Yes.

17 THE WITNESS: Sheets 22 and 24.

18 BY MR. ADAMS: (Cont'g.)

19 Q And do the sheets that you referenced, 22 to
20 24, that's all that you need to be able to respond to
21 that question?

22 A What was the question?

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

25 A Yeah, those are the direct dial charges.

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

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

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

8 MR. ADAMS: There might be.

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

11 MR. ADAMS: Yeah.

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

15 BY MR. ADAMS: (Cont'g.)

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

18 I notice on these pages, sheet -- original
19 sheet 22 was effective on January 1 1997; original
20 sheet -- or first revised sheet 23 was effective July
21 20, 1997, and also first revised sheet 24 was effective
22 July 20, 1997; is that correct?

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

25 Q Yes?

1 A Yes.

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

4 A What rates?

5 Q What happened in the most recent revision?

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

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

9 A Product management.

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

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

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

17 A Yes.

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

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

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

25 MR. REHWINKEL: Okay.

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

6 BY MR. ADAMS: (Cont'g.)

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

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

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

12 A No.

13 Q Do you know what components?

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

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

21 A Correct.

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

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

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

3 Q Okay. Anything else?

4 A Contribution to common cost, contribution to
5 joint cost.

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

9 A No.

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

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

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

19 A No.

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

23 A No.

24 Q Higher or lower?

25 A Lower.

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

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

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

19 A To the best of my knowledge.

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

23 A Yes.

24 Q Can you tell what the rates are for the Fort
25 Myers LA^{TA}?

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

3 Q That's per minute?

4 A Per minute. And then for terminating is
5 3.36.

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

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

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

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

16 Q Are they higher or lower?

17 A Lower.

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

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

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

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

1 common line piece. I can't remember what pieces we
2 changed now. I'll retract what I just said about
3 the -- we did file tariffs making revisions on October
4 1st. I can't remember specifically which elements they
5 were. We may not have changed the carrier common line
6 and -- talking about the rate here, this is just the --
7 again, the common line piece. There are other pieces.

8 Q What are the other pieces?

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

14 Q Those are access components?

15 A These are access components, yes.

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

18 A Carrier common line.

19 Q Two is loop or --

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

23 MR. HEATON: How's this?

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

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

4 MR. REHWINKEL: Local switching.

5 THE WITNESS: There was also --

6 BY MR. ADAMS: (Cont'g.)

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

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

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

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

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

21 BY MR. ADAMS: (Cont'g.)

22 Q Have you reviewed those sets of documents?

23 A These? Yes.

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

1 different document that you started to look for
2 something else?

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

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

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

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

17 MR. ADAMS: Yeah.

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

21 (At about 3:50 p.m. - Wireless One's Exhibits
22 1 through 4 were marked for identification.)

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

25 BY MR. ADAMS: (Cont'g.)

1 Q Let's go back on the record. Before we get
2 back into this, there's some confusion about some of
3 the exhibits. During the break, we've marked some
4 exhibits. The first one is marked Poag Number 2 and
5 it's original sheets 22, 23 -- I'm sorry. Original
6 sheet 22, first revised sheet 23, first revised sheet
7 24 from section A-18 of the tariff that sets forth the
8 basic rate table for the intraLATA toll service; is
9 that correct? It's a three-page exhibit?

10 A Yeah.

11 Q Poag Exhibit 3 is the letter dated November
12 2nd, 1994 to Mr. Walter D'Haeseleer at the Florida
13 Public Service Commission from Ben Poag. It's a one --
14 eleven-page exhibit; is that correct?

15 A Yes.

16 Q Poag Exhibit 4 is a multi-page exhibit from
17 Sprint Florida's access service tariff starting with
18 original sheet 17, original page 135 through original
19 page 152, first revised page 153, first revised page
20 154, original page 155 through original page 156; is
21 that correct?

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

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

1 MR. ADAMS: Yes.

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

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

9 MR. REHWINKEL: Absolutely.

10 THE WITNESS: There are only about four pages
11 that need to be replaced. And I can just tell you
12 which ones those are, I think. That would be
13 original sheet 17 needs to be replaced with a
14 tariff effective October the 1st. Original page
15 135, and in particular, what you're looking at
16 there is the E-6.8.1 interconnection charge.
17 That's the only one on that page that we're really
18 interested in. And then page 136, and it's
19 E-6.8.2 six, and then you'd be interested in
20 section C which is your transport and switching
21 elements at the bottom of that page under C. And
22 the final page, and I don't think this rate
23 changed but we'll verify it, would be original
24 sheet -- original page 141, and that's the local
25 switching rate.

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

3 BY MR. ADAMS: (Cont'g.)

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

7 A What was that fourth tab in there? Yes.

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

10 MR. REHWINKEL: Do you want to identify a
11 late filed exhibit which will be updated Exhibit
12 4?

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

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

18 MR. ADAMS: That's fine.

19 BY MR. ADAMS: (Cont'g.)

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

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

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

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

9 A I'm on original sheet 17. And this is the
10 originating price based on -- in effect on January 1,
11 1997 was .0258.

12 Q That's for carrier common line?

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

16 Q Originating and terminating?

17 A Yes, that's -- it's the same for both.
18 Okay. Tandem switch transport, the tandem switch
19 transmission termination -- this is per access minute,
20 and it's for originating and terminating, is -- there
21 was three zones: Zone one, zone two and zone three.
22 And it's .000180 for zone one; .0002 for zone two;
23 .00021 for zone three. And the facility is per access
24 minute per mile and that is originating and
25 terminating. Zone one, is .000036; zone two, .000040;

1 zone three, .000042. And tandem switching, and this is
2 per minute originating and terminating, is zone one,
3 .000792; zone two, .00088; zone three, .000924.

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

6 THE WITNESS: And the overcharge is the per
7 access minute local switching charge, that's
8 .0177 originating and terminating.

9 BY MR. ADAMS: (Cont'g.)

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

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

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

15 A That was the interconnection charge, yeah.

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

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

24 A Yes.

25 Q And what that shows is originating switched

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

2 A Correct.

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

6 A Yeah, on average.

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

10 A It's gone down.

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

13 A Slightly less than twelve percent.

14 Q Twelve cents?

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

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

18 A Okay.

19 Q So the price for intra-LATA toll that we have
20 on Exhibit 2 is 24 cents for the first minute and 14
21 cents -- well there's different mileage bands on 24 and
22 14 for the first or the closest mileage band, correct?

23 A Yes, 11 to 22 mile band.

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

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

3 A If during a daytime call.

4 Q Right. How about an evening call?

5 A Well, it would be something less.

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

8 A No.

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

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

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

16 A I have no idea.

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

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

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

1 A Yeah.

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

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

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

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

12 Q Why don't you know?

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

20 Q Did you say intra-LATA?

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

24 Q Yeah?

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

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

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

5 BY MR. ADAMS: (Cont'g.)

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

15 A Correct.

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

18 A Yes.

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

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

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

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

6 A No, I don't believe we do.

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

8 A I just don't think we do.

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

11 A Correct.

12 Q No cost, so to speak, correct?

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

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

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

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

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

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

1 originating and terminating, it's just terminating?

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

5 Q What do you mean by a local charge?

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

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

13 A No.

14 Q Was that 3.34 cents per minute?

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

18 Q Where would that rate be in your tariff?

19 A Section 25.

20 Q Mobile interconnection?

21 A Yeah, the mobile interconnection section.

22 Q Can you identify where that is?

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

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

3 A Hang on a minute. Maybe I am getting tired.
4 I may have misspoken earlier when you asked me a
5 question about terminating. You said something about a
6 2-B and I don't remember, but a 2-B would not be an
7 intra-LATA call termination. It's just to an end
8 office where you all direct trunk to that end office.
9 So that's the one cent charge. That's not the
10 composite rate. The composite rates for what are
11 referred to as the peak or non-discounted usage in the
12 old United or Fort Myers area, was .0334 and the
13 discounted rate is .0234.

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

16 A Yes.

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

19 A Correct.

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

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

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

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

8 A Yeah. My recollection is that rate assumes
9 that 80 percent of the traffic terminates locally and
10 20 percent would terminate as an intra-LATA-type toll
11 call.

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

14 A No, I do not.

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

19 A In the peak.

20 Q Peak.

21 A Non-discounted usage.

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

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

25 Q And the toll rate would have been based in

1 part upon some access assumptions?

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

3 Q And which access rates?

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

6 Q Both originating and terminating?

7 A No, just terminating in this case.

8 Q Okay.

9 A I'm pretty sure that was just terminating.

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

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

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

23 A Yes.

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

1 A Right.

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

5 A No.

6 Q Why?

7 A Imputation has nothing to do with wireless
8 business.

9 Q Let's forgot imputation then. Let's just
10 talk about your cost structure of the call. And let's
11 assume that it's just a one-minute call and you charge
12 24 cents to your customer to make that call. You've
13 got an originating access piece of six cents a minute.
14 Let's just assume for argument's sake, correct?

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

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

24 MS. CULPEPPER: Excuse me.

25 MR. ADAMS: Yes.

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

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

6 MS. CULPEPPER: Yeah, that's better.

7 MR. ADAMS: Sorry about that.

8 BY MR. ADAMS: (Cont'g.)

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

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

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

24 A Yes.

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

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

4 A No.

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

7 A We don't have to pay ourselves. And also on
8 the terminating side, you know, we still provide that
9 functionality. If it's -- particularly if it's a type
10 1, we still transport it and we still provide the end
11 office switching and then we pass it off to you. So
12 for all practical purposes, we've provided all the
13 access elements in delivering that call to you.

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

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

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

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

7 A It's a fact, though.

8 Q Well, if we assume the cost of originating
9 access is the imputed price of six cents, that leaves
10 18 cents per minute to recover other aspects, correct?

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

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

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

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

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

20 MR. REHWINKEL: Sure.

21 MR. ADAMS: What time is it.

22 MR. REHWINKEL: It's 4:38.

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

25 BY MR. ADAMS: (Cont'g.)

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

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

8 Q Can you describe how that rate was
9 calculated?

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

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

14 BY MR. ADAMS: (Cont'g.)

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

17 A I'm sorry?

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

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

22 Q Right.

23 A Okay.

24 Q Now, can you answer my prior question?

25 A The rate was -- the additive of the

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

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

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

10 Q Has Sprint considered lowering the reverse
11 charge option?

12 A No.

13 Q Why?

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

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

1 A Correct.

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

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

7 Q Okay?

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

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

15 A Yes.

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

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

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

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

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

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

23 Q Originating access?

24 A Terminating.

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

1 proceedings.)

2 BY MR. ADAMS: (Cont'g.)

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

6 A For reciprocal compensation purposes, yeah.

7 Q That would include originating and
8 terminating?

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

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

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

25 BY MR. ADAMS: (Cont'g.)

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

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

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

16 A No.

17 Q They're inside a local calling area?

18 A Yes.

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

21 MR. REHWINKEL: Okay.

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

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

1 BY MR. ADAMS: (Cont'g.)

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

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

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

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

14 Q Who is the carrier?

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

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

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

25 Here it is. This is 364.02 definitions,

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

7 BY MR. ADAMS: (Cont'g.)

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

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

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

20 A Yes.

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

1 compensation?

2 A No.

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

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

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

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

13 MR. ADAMS: Yes.

14 THE WITNESS: For my calls.

15 MR. ADAMS: I'm assuming that too.

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

18 BY MR. ADAMS: (Cont'g.)

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

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

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

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

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

10 Q At a cellular end office?

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

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

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

25 Q Well, one of the other issues would be you

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

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

14 Q Do you know --

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

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

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

23 Q Right.

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

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

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

6 MR. ADAMS: It's not your turn.

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

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

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

22 BY MR. ADAMS: (Cont'g.)

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

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

3 A That's not the rate for reciprocal companies.

4 Q No, it's --

5 A I don't remember what it is either.

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

8 A Well --

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

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

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

25 A Yeah.

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

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

10 Q It terminates on our network.

11 A More specifically.

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

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

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

18 A We didn't talk about this earlier today.

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

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

1 respond to your question.

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

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

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

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

1 traffic to me or when I terminate traffic to you.

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

9 A No, that's not correct.

10 Q Why, what is incorrect about that?

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

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

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

1 but I think it can be overcome.

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

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

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

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

15 Q So you're suggesting that the SS-7 signal
16 could be sent over the tandem connection and the
17 traffic delivered at the end office?

18 A It's a package switching network.
19 Absolutely.

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

23 A Yes.

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

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

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

5 BY MR. ADAMS: (Cont'g.)

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

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

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

23 A Yes.

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

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

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

16 Q Is there any intelligence in those --

17 A In the subscriber line carrier there is
18 intelligence.

19 Q What does it do?

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

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

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

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

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

25 A It varies depending on whether they're a

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

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

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

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

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

18 A Are you talking about on my end?

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

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

24 Q Do it both ways?

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

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

9 Q In what sense?

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

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

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

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

24 A Correct.

25 Q Would you consider a remote switch to be part

1 of a local loop?

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

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

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

20 A Absolutely.

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

23 A Correct. That's correct. Yeah.

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

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

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

11 A I do not know.

12 Q You must have some sort of end office here.

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

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

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

19 Q There's no definition?

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

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

2 Q What does a cross box do?

3 A A cross box basically helps you make more
4 efficient utilization of pairs. It's kind of -- it's
5 kind of a hard-wired concentration sort of an
6 arrangement. If you've got -- let's say, three
7 200-pair subdivisions that you're serving, and you
8 would bring those -- and since you're not going to be
9 using all 200 pairs for each one of those -- out of
10 each one of those cables, then you'd bring it back to a
11 central location. And then coming into that location,
12 you might have, again, 400 pairs going back to the
13 central office. So you take the six -- some of those
14 unused pairs in those cables and condense them down so
15 that you've got a full cable -- hopefully not too
16 full -- 85 percent full, going back to the central
17 office or the end office.

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

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

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

4 Q Are the metallic wires simply spliced
5 together?

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

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

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

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

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

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

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

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

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

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

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

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

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

3 A Correct.

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

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

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

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

24 Q You do it at your end office?

25 A No, we do it to the subscriber line

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

3 Q With what?

4 A With fiber optics and SONET ring technology.

5 Q Those would be business customers?

6 A Yeah, they would be business customers.

7 Q Where you have a T1 connection?

8 A Generally speaking, it's more than a T1.
9 Several T1's and maybe a DS-3.

10 Q What does a pedestal do?

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

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

22 A Yes, that's part of the loop.

23 Q So that's just pure distribution?

24 A Yes.

25 Q So that would be comparable to our radio

1 frequency, the RF signal?

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

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

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

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

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

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

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

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

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

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

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

1 node, correct?

2 A Where are you referring to my testimony?

3 Q Page thirteen, lines seven to thirteen.

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

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

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

16 Q So yes?

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

19 Q That's what I said.

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

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

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

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

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

13 A I don't think --

14 Q Let me back up.

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

25 Whereas with the subscriber line carrier, the

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

8 Q Okay. But you would agree with respect to
9 subscriber line carrier that that is not an essential
10 component of your network, that you can have a direct
11 distribution link to your end user without having that
12 piece of equipment in it, correct?

13 A Absolutely.

14 Q And I think you also testified that a cell
15 site is an essential piece of equipment. You can't
16 deliver a cellular call without a cell site, correct?

17 A That's correct.

18 Q That's all I'm asking. Is a line
19 concentrating module a requirement to produce a call to
20 an end user?

21 A No.

22 Q Why?

23 A I'm not -- you know, my background has been
24 outside plant engineering, not necessarily switching.
25 And I don't know -- I don't believe that with all types

1 of switches you have to have any kind of a line
2 concentration. You might have a line control module
3 but not necessarily a line concentration.

4 Q You would have to have one or the other, line
5 concentration module or line --

6 A I'm not sure. I don't know.

7 Q That's beyond your expertise in this area?

8 A Yeah.

9 MR. REHWINKEL: Can we take a break, Bill, so
10 I can find out how much longer they're going to be
11 open here?

12 MR. ADAMS: I don't think I've got a whole
13 lot more.

14 (At about 5:44 p.m. - a short recess was
15 taken.)

16 (At about 5:48 p.m. - reconvened
17 proceedings.)

18 MR. ADAMS: I think I am done. I don't have
19 anything further.

20 MR. REHWINKEL: Okay.


21 (At about 5:52 p.m. - deposition concluded.)
22
23
24
25

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 F. Ben Poag 10/24/97
12 Date

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.

19  Notario D. Hamrick
20 MY COMMISSION # CC581942 EXPIRES
21 October 18, 2000
22 Notary Public, State of Florida
23 My Commission No.: CC581942
24 Expires: 10-18-2000

CERTIFICATE OF OATH

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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 21st day of October, 1997.

Lori A. Tipson

Lori A. Tipson
Notary Public - State of Florida
My Commission No.: CC-581152
Expires: December 29, 2000



1 REPORTER'S CERTIFICATE

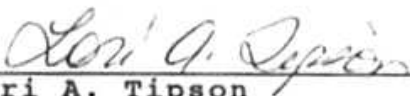
2
3 STATE OF FLORIDA

4 COUNTY OF LEE

5 I, Lori A. Tipson, Court Reporter and Notary
6 Public in and for the State of Florida at Large,
7 certify that I was authorized to and did
8 stenographically report the deposition of F. B. POAG;
9 that a review of the transcript was requested; and that
10 the transcript is a true and complete record of my
11 stenographic notes.

12 I further certify that I am not a relative,
13 employee, attorney, or counsel of any of the parties,
14 nor am I a relative or employee of any of the parties'
15 attorney or counsel connected with the action, nor am I
16 financially interested in this action.

17
18 DATED this 21st of October, 1997.

19
20 
21 Lori A. Tipson
22 DiCharia & Associates Court Reporting, Inc.

DiCHARIA
& Associates
Court Reporting

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October 22, 1997

Charles J. Rehwinkel, Esquire
Sprint-Florida, Incorporated
1313 Blair Stone Road
Tallahassee, FL 32301

In Re: Transcript of F.B. Poag, Wireless One Network.

Dear Mr. Rehwinkel:

Please find enclosed the original signature page and errata sheet for the above-mentioned deponent. Please allow him to read from your copy of the transcript, execute the signature page and return it along with the errata sheet to our office so that they may be forwarded to the other attorney involved in this case.

Your cooperation is appreciated. Please don't hesitate to call if you should have any questions.

Sincerely,



Donna M. Fletcher, Office Manager

DICHARIA & ASSOCIATES COURT REPORTING, INC.

cc: file
transcripts

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.)

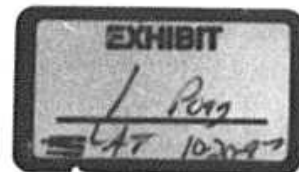
Notice of Deposition of F. Ben Poag Duces Tecum

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 5th 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.



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.

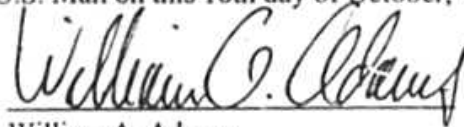


William A. Adams
Dane Stinson
Laura A. Hauser (Florida Reg. No. 0782114)
ARTER & HADDEN
10 West Broad Street
Suite 2100
Columbus, Ohio 43215
614/221-3155 (phone)
614/221-0479 (facsimile)

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.
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^{1,2}

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

¹ Discounts apply as shown in D.1.h.3) following.

² Charges applicable to service between 0-10 miles can be found in A3.



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. ¹	Rate	Rate	Rate	Rate	Rate	Disc	Disc	
5:00 p.m.	15%	15%	15%	15%	15%	40%	15%	(R)
to 11:00 p.m. ¹	Disc	Disc	Disc	Disc	Disc	Disc	Disc	
11:00 p.m.	40%	40%	40%	40%	40%	40%	40%	(R)
to 8:00 a.m. ¹	Disc	Disc	Disc	Disc	Disc	Disc	Disc	

¹ To, but not including.

#2

NOV 14 1994
T-94-589



Box 165000
Mail Code 5320
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

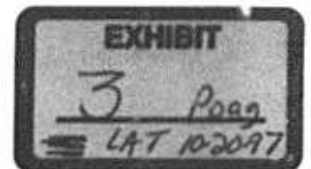
Dear Mr. D'Haeseleer:

Enclosed are four copies each of the following United Telephone Company of Florida Access Service Tariff and General Exchange Tariff Pages:

- | | |
|-------------|---|
| Section E6 | Fourth Revised Page 75 |
| Section E16 | Eighth Revised Page 4 |
| Section A18 | Fifth Revised Sheet 13
Second Revised Sheet 22.2 |
| Section A25 | Seventh 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.



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)
Total	\$114,200,060	\$103,559,642	(\$10,640,418)

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	\$0.03820	\$0.03380	(\$0.00460)	-12.0%	\$34,898,481	\$30,594,287	(\$4,202,194)
Carrier Common Line - Originating	86,930,234	\$0.03040	\$0.02580	(\$0.00460)	-15.1%	\$31,712,148	\$28,913,500	(\$2,798,549)
TOTAL	163,056,937					\$66,608,630	\$57,807,887	(\$9,000,743)

* Demand Includes MABC (Section E16) Receivables.

INTERCONNECTION OF MOBILE SERVICES

Rate Change

Service Description	Access Minutes	Pres. Rate	Prop. Rate	Access to Conversion (Decrease)	% (Decrease)	Pres. Rev.	Prop. Rev.	Rev. Change
MOBILE TO LAND NON DISCOUNT	7,485,220	\$0.0248	\$0.0234	(\$0.0015)	-4.3%	\$3,124,810	\$3,000,076	(\$124,734)
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	\$0.0834	\$0.0586	(\$0.0048)	-7.3%	\$590,849	\$548,073	(\$42,776)
LAND TO MOBILE INTRALATA INTERCOMPANY	6,202	\$0.1282	\$0.1236	(\$0.0046)	-3.6%	\$9,542	\$9,189	(\$353)
Sub-Total	11,417,933					\$4,665,111	\$4,441,801	(\$223,310)

Access vs. Conversion Minutes

Service Description	Access Minutes	Conversion Minutes	Prop. Rate	Access to Conversion (Decrease)	% (Decrease)	Pres. Rev.	Prop. Rev.	Rev. Change
MOBILE TO LAND NON DISCOUNT	7,485,220	5,818,474	\$0.0234	(1,666,746)	-22.3%	\$3,000,076	\$2,331,243	(\$668,833)
MOBILE TO LAND DISCOUNT	3,149,763	2,247,358	\$0.0234	(702,205)	-22.3%	\$884,453	\$887,274	(\$197,179)
LAND TO MOBILE INTRALATA INTERCOMPANY	776,747	776,747	\$0.0586	0	0.0%	\$548,073	\$548,073	\$0
LAND TO MOBILE INTRALATA INTERCOMPANY	6,202	6,202	\$0.1236	0	0.0%	\$9,189	\$9,189	\$0
Sub-Total	11,417,933	9,048,982				\$4,441,801	\$3,575,789	(\$866,012)

Total

(\$1,089,322)

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	752,008	\$0.2500	\$0.2400	(\$0.0100)	-4.0%	\$2,256,017	\$2,165,776	(\$90,241)
23-55 DAY 1ST MINUTE	1,972,878	\$0.2500	\$0.2400	(\$0.0100)	-4.0%	\$5,918,634	\$5,681,889	(\$236,745)
56-124 DAY 1ST MINUTE	185,508	\$0.2500	\$0.2400	(\$0.0100)	-4.0%	\$588,528	\$563,087	(\$25,481)
125-392 DAY 1ST MINUTE	4	\$0.2500	\$0.2400	(\$0.0100)	-4.0%	\$13	\$12	(\$1)
11-22 DAY ADDL MINUTE	1,863,528	\$0.1400	\$0.1400	\$0.0000	0.0%	\$3,130,728	\$3,130,728	\$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
125-392 DAY ADDL MINUTE	14	\$0.2100	\$0.2100	\$0.0000	0.0%	\$34	\$34	\$0
11-22 EVENING 1ST MINUTE	380,757	\$0.1875	\$0.1800	(\$0.0075)	-4.0%	\$878,203	\$844,035	(\$35,168)
23-55 EVENING 1ST MINUTE	773,245	\$0.1875	\$0.1800	(\$0.0075)	-4.0%	\$1,739,801	\$1,670,208	(\$69,592)
56-124 EVENING 1ST MINUTE	88,188	\$0.1875	\$0.1800	(\$0.0075)	-4.0%	\$198,416	\$190,481	(\$7,937)
125-392 EVENING 1ST MINUTE	2	\$0.1875	\$0.1800	(\$0.0075)	-4.0%	\$5	\$5	\$0
11-22 EVENING ADDL MINUTE	1,828,275	\$0.1050	\$0.1050	\$0.0000	0.0%	\$2,052,886	\$2,052,886	\$0
23-55 EVENING ADDL MINUTE	3,830,176	\$0.1575	\$0.1575	\$0.0000	0.0%	\$6,081,033	\$6,081,033	\$0
56-124 EVENING ADDL MINUTE	543,150	\$0.1575	\$0.1575	\$0.0000	0.0%	\$1,028,554	\$1,028,554	\$0
125-392 EVENING ADDL MINUTE	5	\$0.1575	\$0.1575	\$0.0000	0.0%	\$10	\$10	\$0
11-22 NIGHT/AMKND 1ST MINUTE	289,292	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$448,939	\$430,981	(\$17,958)
23-55 NIGHT/AMKND 1ST MINUTE	581,585	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$872,348	\$837,454	(\$34,894)
56-124 NIGHT/AMKND 1ST MINUTE	58,383	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$87,574	\$84,071	(\$3,503)
125-392 NIGHT/AMKND 1ST MINUTE	1	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$2	\$2	\$0
11-22 NIGHT/AMKND ADDL MINUTE	933,869	\$0.0700	\$0.0700	\$0.0000	0.0%	\$784,282	\$784,282	\$0
23-55 NIGHT/AMKND ADDL MINUTE	2,088,300	\$0.1050	\$0.1050	\$0.0000	0.0%	\$2,828,738	\$2,828,738	\$0
56-124 NIGHT/AMKND ADDL MINUTE	305,523	\$0.1050	\$0.1050	\$0.0000	0.0%	\$384,959	\$384,959	\$0
125-392 NIGHT/AMKND ADDL MINUTE	2	\$0.1050	\$0.1050	\$0.0000	0.0%	\$3	\$3	\$0

Total 21,084,070 \$42,407,818 \$41,888,318 (\$519,500)

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	3,078	\$0.1750	\$0.1680	(\$0.0070)	-4.0%	\$5,386	\$5,207	(\$179)
23-35 DAY 1ST MIN	4	\$0.1750	\$0.1680	(\$0.0070)	-4.0%	\$7	\$7	(\$0)
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%	\$7,178	\$7,178	\$0
23-35 DAY ADDL MIN	13	\$0.1470	\$0.1470	\$0.0000	0.0%	\$19	\$19	\$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	2,289	\$0.1313	\$0.1280	(\$0.0033)	-4.0%	\$2,998	\$2,928	(\$70)
23-35 EVENING 1ST MIN	5	\$0.1313	\$0.1280	(\$0.0033)	-4.0%	\$7	\$7	\$0
56-124 EVENING 1ST MIN	0	\$0.1313	\$0.1280	(\$0.0033)	-4.0%	\$0	\$0	\$0
125-292 EVENING 1ST MIN	0	\$0.1313	\$0.1280	(\$0.0033)	-4.0%	\$0	\$0	\$0
11-22 EVENING ADDL MIN	10,308	\$0.0735	\$0.0735	\$0.0000	0.0%	\$7,536	\$7,536	\$0
23-35 EVENING ADDL MIN	26	\$0.1103	\$0.1103	\$0.0000	0.0%	\$29	\$29	\$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 NT/WKND 1ST MIN	1,582	\$0.0875	\$0.0840	(\$0.0035)	-4.0%	\$1,381	\$1,335	(\$46)
23-35 NT/WKND 1ST MIN	3	\$0.0875	\$0.0840	(\$0.0035)	-4.0%	\$3	\$3	\$0
56-124 NT/WKND 1ST MIN	0	\$0.0875	\$0.0840	(\$0.0035)	-4.0%	\$0	\$0	\$0
125-292 NT/WKND 1ST MIN	0	\$0.0875	\$0.0840	(\$0.0035)	-4.0%	\$0	\$0	\$0
11-22 NT/WKND ADDL MIN	5,377	\$0.0490	\$0.0450	(\$0.0040)	0.0%	\$2,637	\$2,421	(\$216)
23-35 NT/WKND ADDL MIN	10	\$0.0735	\$0.0735	\$0.0000	0.0%	\$7	\$7	\$0
56-124 NT/WKND ADDL MIN	0	\$0.0735	\$0.0735	\$0.0000	0.0%	\$0	\$0	\$0
125-292 NT/WKND ADDL MIN	0	\$0.0735	\$0.0735	\$0.0000	0.0%	\$0	\$0	\$0
Total						\$32,678	\$32,205	(\$473)

The calculation of the rates is based on 70% of IntraLATA Toll Rates

Service Description	Avg Monthly Billing Units	Pres. Rate	Prop. Rate	\$ Incr. (Decr)	% Incr. (Decr)	Pres. Rev.	Prop. Rev.	Rev. Change
CEAS USAGE CHARGES								
11-22 DAY 1ST MIN	11,804	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$17,706	\$16,967	(\$709)
23-55 DAY 1ST MIN	3,230	\$0.1250	\$0.1200	(\$0.0050)	-4.0%	\$4,844	\$4,851	(\$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	\$0.0838	\$0.0900	(\$0.0038)	-4.1%	\$2,219	\$2,129	(\$90)
23-55 EVENING 1ST MIN	333	\$0.0838	\$0.0900	(\$0.0038)	-4.1%	\$375	\$358	(\$16)
56-124 EVENING 1ST MIN	0	\$0.0838	\$0.0900	(\$0.0038)	-4.1%	\$0	\$0	\$0
125-292 EVENING 1ST MIN	0	\$0.0838	\$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	\$0.0825	\$0.0800	(\$0.0025)	-4.0%	\$1,477	\$1,418	(\$59)
23-55 NT/WKND 1ST MIN	400	\$0.0825	\$0.0800	(\$0.0025)	-4.0%	\$300	\$288	(\$12)
56-124 NT/WKND 1ST MIN	0	\$0.0825	\$0.0800	(\$0.0025)	-4.0%	\$0	\$0	\$0
125-292 NT/WKND 1ST MIN	0	\$0.0825	\$0.0800	(\$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
Total	55,435					\$56,392	\$55,813	(\$1,079)

The calculation of the rates is based on 50% of Internal ATA Toll Rates

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	\$ 0.1800	\$ 0.1500	(\$0.0100)	-6.3%	\$38,421	\$36,858	(\$2,463)
BUS-EACH ADDL MIN	39,745	\$ 0.1800	\$ 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	16,683	\$ 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	244,190					\$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 TELESAYER 0.1175

Imputation-Bus

Attachment F
2 of 2*Originating Switched Access*

	Rates	
A) Service		
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

	Rates	
B) Service		
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>
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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
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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

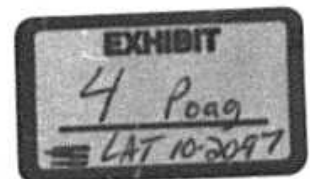
E3. CARRIER COMMON LINE ACCESS

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



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>Within</u>	<u>0-3</u>	<u>Over 3</u>	<u>Nonrecurring</u>
	<u>CO</u>	<u>Miles</u>	<u>Miles</u>	<u>Charge</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

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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 Path¹
- b. SF Supervisory Signaling
- Per Transmission Path²
- c. E&M Type I Supervisory Signaling arrangement
- Per Transmission Path¹
- d. E&M Type II Supervisory Signaling arrangement
- Per Transmission Path¹
- e. E&M Type III Supervisory Signaling
- Per Transmission Path¹
- f. Tandem Supervisory Signaling
- Per Transmission Path¹

Note ¹: Available with Interface Groups 1 and 2.Note ²: Available with Interface Groups 2 and 6 through 9.Note ³: Available with Interface Groups 1 and 2 for FGC and FGD.Note ⁴: Available with Interface Group 2 for FGA.

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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 Path¹
 3. Customer specification of Switched Transport Termination Four-wire termination in lieu of two-wire termination
 - Per Transmission Path²
 4. Switched digital 56 Kbps (e.g., SwitchLink PlusSM) services access capability
 - Per Trunk arranged³
- 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.

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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

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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 | |

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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**

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 FGD¹, Per Transmission Path

Note ¹: This feature is required for originating only Dedicated Access Lines.

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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 PlusSM) 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

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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

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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

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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)

6. Calling Party Number Parameter Charge¹

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 Parameter¹

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
---------------------------	---------

Note¹ 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.

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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

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E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.4 Dedicated Access Line Service

A. Monthly Rate

1. Access Lines

	<u>Monthly Rate</u>	<u>USOC</u>
(a) 2 wire InterLATA OutWATS, only ^{1,2}	\$38.00	X2B
(b) 4 wire InterLATA OutWATS, only ^{1,2}	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 ¹	-	WSS++
(3) First extension termination in different building, same premises as main or other extension termination		
Each	\$ 9.25	WSD++

Note¹: The Dedicated Access Line Monthly Rates will be reduced by the amount of the gross receipts tax for certified vendors of telecommunications services.

Note²: This service will be available 60 days from receipt of the first request for service.

Note³: Nonrecurring charge applies.

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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	EWW++
(b) Additional termination in same building with first or other extension termination, each ¹	-	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 ¹	\$10.00	4WA

Note¹: Nonrecurring charge applies.Note²: This charge is in addition to the access line monthly recurring charges.

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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

	Nonrecurring Charge	
	United Telephone	Central Telephone
(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 ¹ Each	\$19.50	\$21.05
(4) New Line Connection Charge ¹ 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
---	---------	---------

Note¹: Central Office Work Charge is applicable for all access lines connected.
Note¹: 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.

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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 Telephone</u>	<u>Central 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.

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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 ¹ 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 ¹ Each	\$19.50	\$21.05

Note¹: Central Office Work Charge is applicable for all access lines connected.

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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 ¹ Each	\$19.50	\$21.05
4. Conversion to a Four-Wire Termination Arrangement Each arrangement ¹	\$85.75	\$107.19

Note¹: Central Office Work Charge is applicable for all access lines connected.

(N)

ACCESS. SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
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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 Telephone</u>	<u>Central 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
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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

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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

	<u>Nonrecurring Charge</u>	<u>USOC</u>
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
FTLHO0107
Tallahassee, Florida 32316Phone
Fax Phone 614-221-0479Phone 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



10/23/97 15:30 SPRINT-APOPKA + 8505991458

NO.537 P001/002

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Paag, 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

	Rate	USOC	(D) +
(a) Originating Access Minute, each	\$0.0258	NA	(D)
(b) Terminating Access Minute, each	\$0.0336	NA	(C)

10/23/97 15:30 SPRINT-APCPKA → 8586991458

NO.537 P022/002

ACCESS SERVICE TARIFF

SPRINT-FLORIDA, INCORPORATED
By: F. B. Foag, 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) (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	\$832	\$1,463	\$2,577	\$366
Zone 2	\$24	1,626	2,863	366
Zone 3	970	1,707	3,006	366

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SPRINT-FLORIDA, INCORPORATED
 By: F. B. Poag, Director

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E6. SWITCHED ACCESS SERVICE

E6.8 Rates and Charges (Cont'd)

E6.8.2 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

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By: F. B. Poag, Director

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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 | |