

JAMES C. FALVEY
ATTORNEY-AT-LAW

SWIDLER
&
BERLIN
CHARTERED

9/12/95 24

21

DIRECT DIAL
(202)424-7706

September 15, 1995

ORIGINAL
FILE COPY

Via Hand Delivery

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

Re: Resolution of Petition(s) to establish nondiscriminatory rates, terms, and conditions for interconnection involving local exchange companies and alternative local exchange companies pursuant to Section 364.162, Florida Statutes (Docket No. 950985-TP)

Dear Mrs. Bayo:

Enclosed for filing, in accordance with the Order Establishing Procedure in the above docket, please find an original and fifteen (15) copies of the Direct Testimony of Timothy T. Devine on Behalf of Metropolitan Fiber Systems of Florida, Inc.

Also enclosed is an extra copy of this cover letter. Please date stamp the copy and return it to the messenger.

Thank you for your attention to this matter.

Sincerely,

James C. Falvey
James C. Falvey

- ACK
- AFA
- APP
- CAF
- CML Chase
- CTR
- EAG
- LEG
- LIN
- OPC
- RCH
- SEC
- WAS
- OTH

cc: All parties of record

145813.1

JJ

3000 K STREET, N.W. • SUITE 300
WASHINGTON, D.C. 20007-5116

(202)424-7500 • TELEX 701131 • FACSIMILE (202)424-7645

DOCUMENT NUMBER-DATE

09141 SEP 15 95

FPSC-RECORDS/REPORTING

BEFORE THE
FLORIDA
PUBLIC SERVICE COMMISSION

Resolution of Petition(s) to establish)
nondiscriminatory rates, terms, and) Docket No. 950985-TP
conditions for interconnection)
involving local exchange companies and) Date: September 15,
alternative local exchange companies) 1995
pursuant to Section 364.162, Florida)
Statutes)

DIRECT TESTIMONY OF TIMOTHY T. DEVINE
ON BEHALF OF
METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.

Docket No. 950985-TP

DOCUMENT NUMBER-DATE
09141 SEP 15 88
FPSC-RECORDS/REPORTING

**DIRECT TESTIMONY OF TIMOTHY T. DEVINE
ON BEHALF OF
METROPOLITAN FIBER SYSTEMS OF FLORIDA, INC.
Docket No. 950985-TP**

1 **Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

2 **A. My name is Timothy T. Devine. My business address**
3 **is Metropolitan Fiber Systems of Florida, Inc.**
4 **("MFS"), 250 Williams St., Ste. 2200, Atlanta,**
5 **Georgia 30303.**

6 **Q. WHAT IS YOUR POSITION WITH MFS?**

7 **A. I am the Senior Director of External and Regulatory**
8 **Affairs for the Southern Region for MFS**
9 **Communications Company, Inc., the indirect parent**
10 **company of Metropolitan Fiber Systems of Florida.**

11 I will collectively refer to MFSCC and its
12 subsidiaries as "MFS."

13 **Q. WHAT ARE YOUR RESPONSIBILITIES IN THAT POSITION?**

14 **A. I am responsible for the regulatory oversight of**
15 **commission dockets and other regulatory matters and**
16 **serve as MFS's representative to various members of**
17 **the industry. I am also responsible for**
18 **coordinating co-carrier discussions with Local**
19 **Exchange Carriers within the Southern Region.**

20 **Q. PLEASE DESCRIBE YOUR PREVIOUS PROFESSIONAL**
21 **EXPERIENCE AND EDUCATIONAL BACKGROUND.**

22 **A. I have a B.S. in Political Science from Arizona**
23 **State University and an M.A. in Telecommunications**
24 **Policy from George Washington University. I began**

1 work in the telecommunications industry in April
2 1982 as a sales representative for packet switching
3 services for Graphnet, Inc., one of the first value-
4 added common carriers in the United States. From
5 1983 until 1987, I was employed at Sprint
6 Communications Co., in sales, as a tariff analyst,
7 as a product manager, and as Manager of Product and
8 Market Analysis. During 1988, I worked at Contel
9 Corporation, a local exchange carrier, in its
10 telephone operations group, as the Manager of
11 Network Marketing. I have been working for MFS and
12 its affiliates since January 1989. During this time
13 period, I have worked in product marketing and
14 development, corporate planning, regulatory support,
15 and regulatory affairs. Most recently, from August
16 1994 until August 1995, I have been representing MFS
17 on regulatory matters before the New York,
18 Massachusetts, and Connecticut state commissions and
19 was responsible for the MFS Interim Co-Carrier
20 Agreements with NYNEX in New York and Massachusetts,
21 as well as the execution of a co-carrier Joint
22 Stipulation in Connecticut.

1 Q. PLEASE DESCRIBE THE OPERATIONS OF MFS COMMUNICATIONS
2 COMPANY, INC. AND ITS SUBSIDIARIES.

3 A. MFS Communications Company, Inc. ("MFSCC") is a
4 diversified telecommunications holding company with
5 operations throughout the country, as well as in
6 Europe. MFS Telecom, Inc., an MFSCC subsidiary,
7 through its operating affiliates, is the largest
8 competitive access provider in the United States.
9 MFS Telecom, Inc.'s subsidiaries, including
10 MFS/McCourt, Inc., provide non-switched, dedicated
11 private line and special access services.

12 MFS Intelenet, Inc. ("MFSI") is another wholly
13 owned subsidiary of MFSCC. It causes operating
14 subsidiaries to be incorporated on a state-by-state
15 basis. MFSI's operating subsidiaries collectively
16 are authorized to provide switched interexchange
17 telecommunications services in 48 states and have
18 applications to offer such service pending in the
19 remaining states. Where so authorized, MFSI's
20 operating subsidiaries offer end users a single
21 source for local and long distance telecommuni-
22 cations services with quality and pricing levels
23 comparable to those achieved by larger

1 communications users. Apart from Florida, MFSI
2 subsidiaries have been authorized to provide
3 competitive local exchange service in eight states.
4 Since July 1993, MFS Intelenet of New York, Inc. has
5 offered local exchange services in competition with
6 New York Telephone Company. MFS Intelenet of
7 Maryland, Inc. was authorized to provide local
8 exchange services in competition with Bell Atlantic-
9 Maryland, Inc. in April 1994 and recently has
10 commenced operations. On June 22, 1994, MFS
11 Intelenet of Washington, Inc. was authorized to
12 provide local exchange services in competition with
13 US West Communications, Inc. On July 20, 1994, MFS
14 Intelenet of Illinois, Inc. was certificated to
15 provide local exchange services in competition with
16 Illinois Bell Telephone Company and Central
17 Telephone Company of Illinois. MFS Intelenet of
18 Ohio was certificated to provide competitive local
19 exchange service in competition with Ohio Bell on
20 August 3, 1995. MFS Intelenet of Michigan, on May
21 9, 1995, was certificated to provide competitive
22 local exchange service in competition with
23 Ameritech-Michigan. MFS Intelenet of Connecticut

1 was dedicated to provide local exchange service in
2 competition with Southern New England Telephone
3 Company on June 28, 1995. Finally, MFS Intelenet of
4 Massachusetts was certificated on March 9, 1994 to
5 operate as a reseller of both interexchange and
6 local exchange services in the Boston Metropolitan
7 Area in competition with New England Telephone.

8 Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THIS
9 COMMISSION?

10 A. Yes. On August 14, 1995, I filed direct testimony
11 in the universal service docket. In re:
12 *Determination of funding for universal service and*
13 *carrier of last resort responsibilities, Docket No.*
14 *950696-TP. On September 8, 1995, I filed rebuttal*
15 *testimony in the universal service docket. On*
16 *September 1, 1995, I filed direct testimony in the*
17 *temporary number portability docket. In re:*
18 *Investigation into temporary local telephone*
19 *portability solution to implement competition in*
20 *local exchange telephone markets, Docket No. 950737-*
21 *TP.*

1 Q. ARE ANY OF THE PARTIES UPON WHOSE BEHALF YOU ARE
2 TESTIFYING CURRENTLY CERTIFICATED TO PROVIDE SERVICE
3 IN FLORIDA?

4 A. Yes. Metropolitan Fiber Systems of Florida, Inc., a
5 certificated Alternative Access Vendor ("AAV"), by
6 letter dated July 5, 1995, notified the Commission
7 of its intent to provide switched local exchange
8 service in Florida. The Commission acknowledged
9 this notification on September 12, 1995.

10 I. PURPOSE AND SUMMARY

11 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS
12 PROCEEDING?

13 Teleport Communications Group, Inc. ("TCG") has
14 petitioned the Commission, pursuant to Section
15 364.162, Florida Statutes (1995), for an
16 economically viable, nondiscriminatory reciprocal
17 compensation rate structure and level in response to
18 the failure of negotiations with BellSouth on this
19 issue. MFS agrees with TCG that the switched access
20 rate proposed by BellSouth would not meet the
21 Legislature's goal of promoting local exchange
22 competition in Florida, and should therefore not be
23 considered by the Commission. Direct Testimony of

1 Paul Kouroupas on Behalf of Teleport Communications
2 Group, Inc. ("TCG Testimony") at 32-35. The payment
3 of switched access for terminating access will
4 render it impossible for alternative local exchange
5 carriers ("ALECs") to compete with BellSouth which
6 charges flat rates to both residential and business
7 customers in Florida. Unlike TCG, however, MFS does
8 not believe that the TCG DORT scheme (TCG Testimony
9 at 35-38) will make it possible for ALECs to compete
10 in Florida. Accordingly, MFS advocates the
11 administratively efficient "bill and keep" proposal,
12 by which carriers exchange traffic on an in-kind
13 basis without exchanging compensation for
14 terminating access.

15 **Q. WHY IS RECIPROCAL COMPENSATION CRITICAL TO THE**
16 **DEVELOPMENT OF LOCAL EXCHANGE COMPETITION IN**
17 **FLORIDA?**

18 **A.** Reciprocal compensation arrangements for exchange of
19 local traffic, including traffic traditionally known
20 as intraLATA toll traffic, will be critical to the
21 success or failure of local competition. The level
22 of these charges will have a considerably more
23 dramatic impact on ALECs than on BellSouth. While

1 virtually all of the traffic originated by ALEC
2 customers will terminate on BellSouth's network,
3 only a small percentage of calls placed by BellSouth
4 customers will terminate on an ALEC's network. If
5 "bill and keep" is not adopted, ALECs will be
6 affected much more seriously than BellSouth. The
7 compensation scheme for interconnection that is
8 established in this proceeding can determine a
9 significant portion of an ALEC's cost of doing
10 business and is therefore critical to ensuring that
11 the business of providing competitive local exchange
12 service in Florida is a viable one.

13 **II. "BILL AND KEEP" IS THE IDEAL METHOD OF RECIPROCAL**
14 **COMPENSATION**

15 **Q. WHY DOES MFS ADVOCATE THAT COMPETITORS UTILIZE A**
16 **"BILL AND KEEP" SYSTEM OF RECIPROCAL COMPENSATION?**

17 **A.** The "bill and keep" method of reciprocal
18 compensation is administratively simple, avoids
19 complex economic analysis which is at best subject
20 to further questioning, and is fair. What is more,
21 bill and keep is already a commonly used method of
22 reciprocal compensation between LECs throughout the
23 country.

1 Q. HOW DOES "BILL AND KEEP" WORK?

2 A. Under the "bill and keep" method of reciprocal
3 compensation for interconnection, each carrier would
4 be compensated in two ways for terminating local
5 calls originated by customers of other carriers.
6 First, each carrier would receive the reciprocal
7 right to receive termination of local calls made by
8 its own customers to subscribers on the other
9 carrier's network without cash payment, often
10 referred to as payment "in kind." In addition, the
11 terminating carrier is compensated for call
12 termination by its own customer, who pays the
13 terminating carrier a monthly fee for service,
14 including the right to receive calls without
15 separate charge.

16 Q. WHAT ARE THE ADVANTAGES OF "BILL AND KEEP"?

17 A. One of the principal advantages of the bill and keep
18 method of compensation, as compared with the per-
19 minute charge advocated by BellSouth, is that it
20 economizes on costs of measurement and billing.
21 With present technology, carriers are unable to
22 measure the number of local calls that they
23 terminate for any other given carrier. Measurement

1 and billing costs could significantly increase the
2 TSLRIC of the switching function for terminating
3 traffic and could result in higher prices for
4 consumers.

5 **Q. WHAT IS THE IMPACT OF THIS INCREASED COST STEMMING**
6 **FROM MEASUREMENT AND BILLING OF PER-MINUTE**
7 **TERMINATION FEES?**

8 **A. The overall impact on the cost of providing local**
9 **exchange service could be devastating for both**
10 **business and residential consumers. In order for**
11 **this significantly increased cost of providing local**
12 **exchange service to be justified, there would have**
13 **to be a very large imbalance in traffic to make such**
14 **measurement worthwhile for society. Moreover, the**
15 **costs of measurement would create entry barriers and**
16 **operate to deter competition, since they would be**
17 **added to entrants' costs for nearly all calls (those**
18 **terminated on the BellSouth's network), while being**
19 **added only to a small fraction of BellSouth calls**
20 **(those terminated on an ALEC's network).**

1 Q. WHAT OTHER ADVANTAGES TO "BILL AND KEEP" DO YOU
2 PERCEIVE?

3 The bill and keep method of compensation also
4 provides incentives to carriers to adopt an
5 efficient network architecture, one that will enable
6 the termination of calls in the manner that utilizes
7 the fewest resources. A compensation scheme in
8 which the terminating carrier is able to transfer
9 termination costs to the originating carrier reduces
10 the incentive of the terminating carrier to utilize
11 an efficient call termination design.

12 Q. HAS BILL AND KEEP BEEN ADOPTED IN OTHER STATES?

13 A. The use of the bill and keep method of compensation
14 as long as traffic is close to being in balance
15 (within 5%) has been adopted by the Michigan Public
16 Service Commission. Likewise, the Iowa Utilities
17 Board ordered use of the bill and keep method of
18 compensation on an interim basis, pending the filing
19 of cost studies. Finally, the California Public
20 Utilities Commission recently endorsed bill and keep
21 on an interim basis:

22 "In the interim, local traffic shall be
23 terminated by the LEC for the CLC and by the

1 CLC for the LEC over the interconnecting
2 facilities described in this Section on the
3 basis of mutual traffic exchange. Mutual
4 traffic exchange means the exchange of
5 terminating local traffic between or among CLCs
6 and LECs, whereby LECs and CLCs terminate local
7 exchange traffic originating from end users
8 served by the networks of other LECs or CLCs
9 without explicit charging among or between said
10 carriers for such traffic exchange."

11 *Order Instituting Rulemaking on the*
12 *Commission's Own Motion into Competition for*
13 *Local Exchange Service, R.95-04-043, I.95-04-*
14 *044, Decision 95-07-054 (Cal. P.U.C., July 25,*
15 *1995).*

16 **Q. HAS "BILL AND KEEP" BEEN SUCCESSFULLY INSTITUTED BY**
17 **INCUMBENT LECs?**

18 **A.** While BellSouth opposes the bill and keep method of
19 compensation proposed by its potential competitors,
20 incumbent LECs throughout the United States have
21 endorsed this compensation method by employing it in
22 their business relationships. "Bill and keep"
23 arrangements and similar arrangements that

1 approximate "bill and keep" are common throughout
2 the United States between non-competing LECs in
3 exchanging extended area service calls.

4 Q. DOES MFS HAVE GOOD REASON TO BELIEVE THAT TRAFFIC
5 WILL BE IN BALANCE BETWEEN BELL SOUTH AND ALECS?

6 A. Yes. Although incumbents often argue that, if
7 traffic is not in balance between two carriers,
8 "bill and keep" is an imperfect method of
9 compensation, this theory is discredited by MFS's
10 experience in New York, where MFS is terminating
11 more calls from NYNEX customers than NYNEX is
12 terminating from MFS customers. In the face of
13 evidence that it is terminating more minutes of
14 intercarrier traffic in New York than the incumbent
15 LEC, and hence would profit from a compensation
16 system that measures usage, MFS's support for the
17 bill and keep method of compensation is all the more
18 credible.

- 1 III. TERMINATING ACCESS COMPENSATION RATES BASED ON
2 SWITCHED ACCESS WILL PRECLUDE COMPETITION IN FLORIDA
- 3 Q. WHAT, TO YOUR UNDERSTANDING, HAS BELL SOUTH PROPOSED
4 FOR TERMINATING ACCESS RATES IN NEGOTIATIONS WITH
5 TCG?
- 6 A. It is my understanding that BellSouth has proposed
7 to charge switched access rates, or \$0.4793/minute,
8 to terminate local calls. TCG Testimony at 32.
- 9 Q. WHY WILL BASING TERMINATING ACCESS ON SWITCHED
10 ACCESS MAKE IT IMPOSSIBLE FOR ALECS TO COMPETE?
- 11 A. TCG has aptly demonstrated that ALECs cannot compete
12 with BellSouth in the local exchange market if
13 forced to pay switched access rates for terminating
14 access. TCG Testimony at 33. The TCG comparison of
15 flat rates charged by BellSouth to residential
16 customers with usage-based rates charged by
17 BellSouth to competitors for terminating access
18 demonstrates a classic price squeeze. It is by
19 virtue of this simple price squeeze that BellSouth
20 will ensure that competition does not take root in
21 Florida. Significantly, as the TCG Chart
22 demonstrates, particularly in a flat-rate
23 environment, the price squeeze is most acute for

1 larger customers. Thus, ALECs will have an even
2 more difficult time competing for customers with 800
3 monthly minutes of use than for customers with 600
4 or 460 minutes of use. TCG Testimony at 33. This
5 makes the price squeeze a particularly effective
6 means of crippling competitors.

7 Q. COULD YOU ELABORATE ON THE CONCEPT OF A PRICE
8 SQUEEZE?

9 A. A price squeeze occurs where a firm with a monopoly
10 over an essential input needed by other firms to
11 compete with the first firm in providing services to
12 end users sells the input to its competitor at a
13 price that prevents the end user competitor from
14 meeting the end user price of the first firm,
15 despite the fact that the competitor is just as
16 efficient as the first firm. A price squeeze is
17 anticompetitive and deters entry into the market
18 because, by raising entrants' costs, it forces an
19 entrant who wishes to match the incumbent's prices
20 to absorb losses as a price of entry. Because of
21 their anticompetitive nature, price squeezes are
22 condemned as contrary to the public policy and
23 prohibited by the antitrust laws. See, e.g., *United*

1 *States v. Aluminum Co. of America*, 148 F.2d 416,
2 437-38 (2d Cir. 1945); *Illinois Cities of Bethany v.*
3 *F.E.R.C.*, 670 F.2d 187 (D.C.Cir. 1981); *Ray v.*
4 *Indiana & Michigan Elect. Co.*, 606 F.Supp. 757 (N.D.
5 Ind. 1984). The Commission can ensure that a price
6 squeeze will not be implemented by applying
7 imputation principles.

8 Q. WOULD IT BE POSSIBLE FOR ALEC'S TO USE LOCAL
9 EXCHANGE SERVICE AS A LOSS-LEADER, BUT RECOUP THE
10 LOSS AND MAKE A PROFIT THROUGH OTHER SERVICES, SUCH
11 AS INTRALATA TOLL AND INTERLATA SERVICES?

12 A. As has been recognized in other jurisdictions, if
13 local exchange competition is to succeed,
14 competition must be possible in all segments of the
15 local exchange market, without cross-subsidization
16 from other services. As the Illinois Commerce
17 Commission recently observed:

18 "The issue is not whether a new LEC
19 ultimately can scrape together revenues
20 from enough sources to be able to afford
21 Illinois Bell's switched access charge.
22 The crucial issue is the effect of a given
23 reciprocal compensation proposal on

1 competition. . . . [A]doption of Illinois
2 Bell's [switched access based] proposal
3 and rationale would force new LECs to
4 adopt either a premium pricing strategy or
5 use local calling as a 'loss-leader'.
6 That is not just or reasonable."
7 *Illinois Bell Telephone Proposed Introduction of a Trial*
8 *of Ameritech's Customers First Plan in Illinois, Docket*
9 *No. 94-0096, at 98 (Ill. Comm. Comm'n., April 7, 1995).*
10 The Commission must ensure that inflated pricing for
11 interconnection does not preclude ALECs from achieving
12 operating efficiency by developing their own mixture of
13 competitive products over time, including if a LEC so
14 opts, the provision of local exchange service alone.
15 Q. WHY IS A USAGE-BASED SWITCHED ACCESS RATE FOR ALECS
16 PARTICULARLY INAPPROPRIATE IN AN ENVIRONMENT IN
17 WHICH BELL SOUTH CHARGES ITS END-USER CUSTOMERS ON A
18 FLAT-RATE BASIS?

1 A. As discussed above, the usage-based switched access
2 rates proposed by BellSouth result in a price
3 squeeze, a result which is exacerbated at higher
4 calling volumes. Unless usage-based terminating
5 access rates are set at considerably lower levels,
6 ALECs are forced to charge usage-based rates to end-
7 user customers to recover their costs. This
8 precludes ALECs from offering customers a choice of
9 flat-rate or measured service, as Florida LECs
10 currently offer. Not only would ALECs be limited to
11 measured usage services but, as discussed above,
12 even charging usage-based rates, ALECs cannot begin
13 to compete when paying switched access.

14 **IV. TCG'S CAPACITY-BASED PORT SCHEME WILL STILL RESULT**
15 **IN A PRICE SQUEEZE**

16 **Q. DOES MFS SUPPORT THE CAPACITY-BASED PORT SCHEME**
17 **PROPOSED BY TCG?**

18 A. No. While this proposal may represent an
19 improvement over the BellSouth switched access
20 proposal, the TCG proposal does not obviate the
21 possibility of a price squeeze. Under the TCG
22 proposal, "carriers will make available a DS1
23 capacity switch port for the termination of traffic

1 at both the tandem-level and the end-office level of
2 the network." TCG Testimony at 36. While TCG
3 states that "carriers will price these ports on a
4 flat monthly basis" (*id.*), it fails to establish an
5 adequate basis for this flat-rate capacity-based
6 pricing. While port charges will be allocated
7 between both carriers, there is no guarantee that
8 flat-rate port charges assessed to ALECs will permit
9 them to price their services competitively with
10 BellSouth.

11 Q. WHY IS THE "BILL AND KEEP" SOLUTION DISCUSSED
12 EARLIER IN YOUR TESTIMONY A BETTER METHOD THAN THE
13 TCG PROPOSAL?

14 A. Under the "bill and keep" proposal, there is no
15 possibility whatsoever of a price squeeze. Perhaps
16 the most likely and pernicious impediment to the
17 development of local exchange competition in Florida
18 is a terminating access rate that effects a price
19 squeeze on ALECs. To the extent that "bill and
20 keep" precludes this possibility, the Commission
21 should adopt this proposal for terminating access in
22 Florida.

Direct Testimony of Timothy T. Devine
MFS Communications Company, Inc.
September 15, 1995
Page 20

- 1 Q. DOES THIS CONCLUDE YOUR TESTIMONY?
- 2 A. Yes.

**CERTIFICATE OF SERVICE
DOCKET NO. 950985-TF**

I, Sheila M. Beattie, certify that I have served this foregoing Direct Testimony of Timothy T. Devine on behalf of Metropolitan Fiber Systems of Florida, Inc., in accordance with the Commission's rules and the Order Establishing Procedure in this docket, by mailing a copy via next-day express to all parties listed on the attached Service List with respect to the above-referenced docket.

Sheila M. Beattie
Sheila M. Beattie

Date: September 15, 1995

SERVICE LIST
DOCKET NO. 950985-TP

Mr. Richard H. Brashear
ALLTEL Florida, Inc.
206 White Avenue
Live Oak, Florida 32060-0550

Mr. Ben Poag
Central Telephone Company of
Florida
& United Telephone Company of
Florida
Spring/United - Florida
555 Lake Border Drive
Apopka, Florida 32716-5000

Ms. Laurie A. Maffett,
Manager, Regulatory Matters
Frontier Communications
of the South, Inc.
Frontier Telephone Group
180 South Clinton Avenue
Rochester, New York 14646-0400

Ms. Beverly Y. Menard
& Mr. Richard M. Fletcher
GTE Florida Incorporated
106 East College Avenue
Suite 1440
Tallahassee, Florida 32301-
7704

Mr. A. D. Lanier,
General Manager
Gulf Telephone Company
115 West Drew Street
Perry, Florida 32347-1120

Mr. Robert M. Post, Jr.
Indiantown Telephone
System, Inc.
16001 Southwest Market Street
Indiantown, Florida 34956-0277

Mr. John T. McGlew
Northeast Florida
Telephone Company, Inc.
130 North 4th Street
Macclenny, Florida 32063-0485

Mr. Daniel V. Gregory
Quincy Telephone Company
107 West Franklin Street
Quincy, Florida 32351

Ms. Nancy H. Sims
Southern Bell Telephone
and Telegraph Company
150 South Monroe Street
Suite 400
Tallahassee, Florida 32301-
1556

Mr. John H. Vaughan
St. Joseph Telephone
& Telegraph Company
502 Fifth Street
Port St. Joe, Florida 32456

Mr. Ferrin Seay
The Florala Telephone
Company, Inc.
522 North Fifth Street
Florala, Alabama 36442-0186

Ms. Lynn B. Hall,
Contract & Regulatory
Administration
Vista-United
Telecommunications
3100 Bonnett Creek Road
Lake Buena Vista,
Florida 32830

Jodie Donovan
TCG South Florida (DC)
1133 21st Street, N.W., #400
Washington, D.C. 20036