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March 5, 2001

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

**Re: Docket No. 010102-TP
Rebuttal Testimony**

Dear Ms. Bayo:

Enclosed herewith for filing in the above-referenced docket on behalf of Time Warner Telecom of Florida, L.P., are an original and fifteen copies of the Rebuttal Testimony of Craig Tystad. Please date stamp one copy and return it to this office.

Thank you for your assistance with this matter. If you have any questions with regard to the foregoing, please do not hesitate to contact me.

Respectfully,

PENNINGTON, MOORE, WILKINSON,
BELL & DUNBAR, P.A.



Karen M. Camechis, Esq.

KMC/kms

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

Investigation of Proposed Updates to the Routing
Data Base System (RDBS) and Business Rating
Input Database System (BRIDS) Affecting the
Tampa Telecommunications Carriers.

Docket No. 010102-TP

Rebuttal Testimony

Of

CRAIG TYSTAD

On behalf of

TIME WARNER TELECOM OF FLORIDA, L.P.

March 5, 2001

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1 **REBUTTAL TESTIMONY OF CRAIG TYSTAD**

2

3 **Q: VERIZON BELIEVES FIVE RATE CENTERS HAVE EXISTED FOR AT**
4 **LEAST 30 YEARS. PAGE 3, LINES 3-8. IS THIS AN ACCURATE**
5 **CHARACTERIZATION OF THE CIRCUMSTANCES IN THE TAMPA**
6 **AREA?**

7 **A: No, Verizon’s statement that five rate centers have existed for 30 years**
8 **in the Tampa area is a mischaracterization of the facts. For decades,**
9 **Verizon disregarded the fact that its tariff refers to five rate centers and**
10 **conducted operations in the Tampa area with one rate center.**
11 **Regardless of the fact that Verizon’s tariff refers to five rate centers, from**
12 **a LERG standpoint, there has been one Tampa rate center for all intents**
13 **and purposes. Verizon has not offered any pressing need justifying**
14 **expansion from one to five rate centers in the Tampa area, thereby**
15 **altering the structure used by Verizon and other carriers for decades.**

16

17 **Q: MS. MÉNARD STATES THAT THERE WERE “INDUSTRY**
18 **CONCERNS” POSED AT CIGRR THAT PROMPTED GTE TO BREAK**
19 **OUT THE LOCALITIES FOR ITS CODES TO REFLECT WHERE**
20 **WITHIN THE FIVE RATE CENTERS THE CODE RESIDED. PAGE 5,**
21 **LINES 14-21. DID THOSE “INDUSTRY CONCERNS” REPRESENT A**
22 **CONSENSUS OF THE ALEC PARTICIPANTS IN CIGRR WHO ARE**

1 **AFFECTED BY VERIZON'S DECISION TO EXPAND FROM ONE TO**
2 **FIVE RATES CENTERS IN THE TAMPA AREA?**

3 **A:** No, there was not a consensus amongst ALECs that Verizon should
4 break out the localities for its codes to reflect where in the existing five-
5 tariffed rate centers in Tampa the code resided.

6

7 **Q:** **ARE ALECs FREE TO DETERMINE THE LOCAL CALLING AREAS**
8 **FOR THEIR CUSTOMERS, OR DOES EACH ALEC HAVE TO MATCH**
9 **VERIZON'S RATE CENTER? PAGE 7, LINES 6-12.**

10 **A:** Yes, an ALEC may determine the local calling areas for its customers;
11 however, each ALEC must match Verizon's rate center. If the rate
12 centers do not match, there will be a significant impacts on number
13 portability, call termination, and number pooling issues. Unless Verizon
14 and the ALEC use the same actual geographic definition of the area,
15 expanding from one to five rates centers will negatively impact
16 customers and other telecommunication companies with little or no
17 corresponding benefit.

18

19 **Q:** **MS. MENARD USED INFORMATION FROM THE 911 DATABASE TO**
20 **DETERMINE THE APPROPRIATE RATE CENTERS FOR**
21 **CUSTOMERS. PAGE 9, LINES 21-23. WAS USE OF INFORMATION**
22 **FROM THE 911 DATABASE APPROPRIATE FOR THAT PURPOSE?**

1 A: No. Verizon's interconnection agreement with Time Warner Telecom of
2 Florida, L.P. (Time Warner), states as follows:

3 Article VIII, Section 3.4.5.5.7 - GTE agrees to treat
4 all data on TWTC subscribers provided under this
5 Agreement as strictly confidential and to use data on
6 TWTC subscribers only for the purpose of providing
7 E-911 services.

8 Accordingly, Verizon's use of information from the 911 database
9 constitutes a breach of its Interconnection Agreement with Time Warner.

10

11 **Q: VERIZON RECOMMENDS THAT EXISTING ALEC CUSTOMERS WHO**
12 **ARE NOT PHYSICALLY LOCATED IN THE TAMPA CENTRAL RATE**
13 **CENTER SHOULD KEEP THEIR TELEPHONE NUMBERS UNLESS**
14 **THEY MOVE THEIR SERVICE TO ANOTHER ALEC. PAGE 10, LINES**
15 **19-23. IF VERIZON'S RECOMMENDATION IS ACCEPTED, WHAT**
16 **WILL BE THE ACTUAL IMPACT ON CUSTOMERS?**

17 A: If Verizon uses five rate centers while other carriers use one, when a
18 customer wishes to move its service from one ALEC to another ALEC,
19 from an ALEC to Verizon, or from Verizon to an ALEC, the benefits of
20 number portability would not be available unless the affected carriers
21 uses the same rate center structure. The customer would be required to
22 take a number change simply by virtue of the fact that the customer lives
23 in the Tampa area, whereas in every other area in Florida, the benefits of

1 number portability would be available. Based upon this result, it appears
2 that customers in the Tampa area would not receive the same level of
3 service enjoyed by customers in other areas of the state.

4

5 **Q: MS. MENARD STATES THAT VERIZON'S RECOGNITION IN THE**
6 **LERG OF FIVE TAMPA RATE CENTERS HAS NOT HAD ANY**
7 **IMPACT ON LOCAL NUMBER PORTABILITY (LNP). PAGE 11,**
8 **LINES 25 THROUGH PAGE 12, LINE 15. IS THIS AN ACCURATE**
9 **CHARACTERIZATION OF THE FUTURE IMPACT OF EXPANDING**
10 **FROM ONE TO FIVE RATE CENTERS IN THE TAMPA AREA?**

11 **A:** No. Time Warner experienced a similar situation in Rochester, NY,
12 where Time Warner did not match the ILEC's rate center. The
13 mismatched rate centers had a significant negative impact on Time
14 Warner from an administrative and resource standpoint, in addition to
15 creating significant difficulties with number porting and customer billing.

16

17 **Q: DOES VERIZON'S RECOGNITION OF FIVE TAMPA RATE CENTERS**
18 **IMPACT ALECs?**

19 **A:** Yes. I must disagree with Ms. Menard's assertion that there will be no
20 immediate impact on ALECs. Page 13, Lines 4-17. Once again, the
21 only way there will not be an impact on ALECs is if all ALECs match
22 Verizon's rate centers. If ALECs have one rate center while Verizon has
23 five, number pooling, portability and termination issues arise

1 immediately. On the other hand, if ALECs match Verizon's five rate
2 centers, premature exhaustion of the 813 area code is the issue.

3

4 **Q: SHOULD VERIZON BE REQUIRED TO IMPLEMENT RATE CENTER**
5 **CONSOLIDATION IN THE TAMPA MARKET AREA?**

6 A: This question is actually a mischaracterization of the issue. If the
7 Commission requires Verizon to use one rate center for the Tampa area,
8 Verizon would not be required to consolidate Tampa area rate centers;
9 rather, they would be prohibited from expanding the number of rate
10 centers in the Tampa area from one to five.

11

12 **Q: IS VERIZON'S CONCERN WITH MANAGING NUMBERING**
13 **RESOURCES AT THE RATE CENTER LEVEL RELEVANT TO THIS**
14 **DOCKET? PAGE 17, LINES 1-20.**

15 A: No, this issue is not relevant to whether Verizon should be allowed to
16 expand from one to five rate centers in the Tampa market area. This
17 issue is not a rate center consolidation issue at all; rather, it is a number
18 optimization issue that is equally applicable to all carriers, not just
19 Verizon. The issue exists whether or not Verizon expands from one to
20 five rate centers in the Tampa area.

21

22 **Q: SHOULD VERIZON BE REQUIRED TO UNDO THE CHANGES MADE**
23 **PRIOR TO AUGUST 15, 2000 AND, IF SO, SHOULD VERIZON BE**

1 **REQUIRED TO FILE A REVISED TARIFF REFLECTING ONE TAMPA**
2 **RATE CENTER?**

3 **A:** Yes, considering the impacts on number portability, number pooling, call
4 termination, and premature exhaustion of the 813 area code, Verizon
5 should be required to undo changes made prior to August 15, 2000, and
6 should be required to amend their tariff to reflect one rate center instead
7 of five for the Tampa Area.

8

9 **Q: DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

10 **A:** Yes, it does.

11

12

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23

CERTIFICATE OF SERVICE
DOCKET NO. 010102

I HEREBY CERTIFY that a true and correct copy of the foregoing **Rebuttal Testimony** of Craig Tystad offered on behalf of Time Warner Telecom of Florida, L.P. has been served by U.S. Mail on this 5th day of March, 2001, to the following parties of record:

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