

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition by **BELLSOUTH**)
TELECOMMUNICATIONS, INC.)
for Arbitration of the Interconnection)
Agreement Between **TIME WARNER**)
TELECOM OF FLORIDA, L.P.,)
pursuant to Section 252 (b) of the)
Telecommunications Act of 1996.)

Docket No. 991605-TP
Filed: November 9, 1999

ORIGINAL

NOV -9 PM 3:52

RECEIVED-FPSC

**TIME WARNER TELECOM OF FLORIDA, L.P.'S RESPONSE TO
PETITION OF BELLSOUTH TELECOMMUNICATIONS, INC.,
FOR SECTION 252(B) ARBITRATION**

Pursuant to Section 252(b)(3) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996, Time Warner Telecom of Florida, L.P. ("Time Warner") responds to the Petition for Arbitration of BellSouth Telecommunications, Inc. ("BellSouth"), and says:

1. The allegations of paragraph 1 are admitted.
2. Time Warner is a Florida limited partnership that maintains its principal place of business at Park Ridge One, 10475 Park Meadows Drive, Littleton, Colorado 80124. Except as specifically alleged, the allegations of paragraph 2 are admitted.
3. With respect to voluntarily negotiated interconnection agreements, the provisions of Section 251(b) of the 1996 Act are not controlling. Except as specifically alleged, the allegations of paragraph 3 are admitted.

AFA _____
APP _____
CAF _____
CMU favor
CTR _____
EAG _____
LEG 1
MAS 3
OPC _____
PAI _____
SEC 1
WAW _____
OTH _____

4. The allegations of paragraph 4 are admitted.
5. The allegations of paragraph 5 are admitted.
6. The allegations of paragraph 6 are admitted.
7. The allegations of paragraph 7 are admitted.

RECEIVED & FILED
[Signature]
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
13796 NOV-99
FPSC-RECORDS/REPORTING

8. The allegations of paragraph 8 are admitted.

9. Pursuant to Section 252(b)(2) of the 1996 Act and consistent with orders of this Commission, set forth below is Time Warner's matrix summarizing the unresolved issue between BellSouth and Time Warner. Time Warner admits that Exhibit 3 to the Petition is a copy of the Interconnection Agreement negotiated between Time Warner and BellSouth, with the exception of Sections 1.1, 8.1, and 8.3 of Attachment 3 and the definition of "local traffic" in the General Terms and Conditions, all of which are issues in dispute (there are also a few minor changes in Section 2 of the General Terms and Conditions and Appendix C of Attachment 10 to which the parties agreed after the filing of BellSouth's Petition). Time Warner agrees with BellSouth that the only issue in dispute is the definition of "Local Traffic," but disagrees with BellSouth's characterization of Time Warner's position. Time Warner's position is set forth in the following matrix:

Issue	BST Position	Time Warner Position	Applicable Rule/Order
What should be the appropriate definition of "local traffic" for purposes of the parties' reciprocal compensation obligations under Section 251(b)(5) of the 1996 Act?	"Local traffic" should be defined to apply only to traffic that originates and terminates within a local area. The definition should expressly exclude traffic to Internet Service Providers, which is interstate traffic.	For purposes of reciprocal compensation, calls to ISP/ESPs are to be treated as local traffic.	

WHEREFORE, Time Warner respectfully requests that the Commission classify calls to ISP/ESPs as "local traffic" for purposes of the parties' reciprocal compensation obligations under Section 251(b)(5) of the 1996 Act.

RESPECTFULLY SUBMITTED this 9th day of November, 1999.



PETER M. DUNBAR, ESQ.

Florida Bar No. 146594

KAREN M. CAMECHIS, ESQ.

Florida Bar No. 0898104

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

Post Office Box 10095 (32302)

215 S. Monroe Street, 2nd Floor

Tallahassee, Florida 32301

(850) 222-3533

(850) 222-2126 (facsimile)

Attorneys for Time Warner

CERTIFICATE OF SERVICE
DOCKET NO. 991605-TP

I **HEREBY CERTIFY** that a true and correct copy of Time Warner Telecom of Florida, L.P.'s Response to Petition of BellSouth Telecommunications, Inc., for Section 252(b) Arbitration has been served by U.S. Mail/Hand Delivery on this 9th day of November, 1999, to the following parties of record:

BellSouth Telecommunications, Inc. **(via Hand Delivery)**
Ms. Nancy H. Sims
150 South Monroe Street, Suite 400
Tallahassee, FL 32301-1556
Phone: (850) 224-7798
Fax: 222-8640

Florida Cable Telecommunications Assoc., Inc. **(via U.S. Mail)**
Michael A. Gross
310 N. Monroe St.
Tallahassee, FL 32301
Phone: 850-681-1990
Fax: 681-9676
EMail: mgross@fcta.com

Time Warner Telecom of Florida, L.P. **(via U.S. Mail)**
Ms. Carolyn Marek
% Time Warner Telecom
233 Bramerton Court
Franklin, TN 37069
Phone: (615) 376-6404
Fax: (615) 376-6405
EMail: carolyn.marek@twtelecom.com

By: 

Karen M. Camechis, Esq.