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September 1, 2007

Ms. Ann Cole
Public Service Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Easley Building, Room 110
Tallahassee, FL 32399-0850

Re: Post Workshop Comments of Time Warner Telecom of Florida, L.P.

Dear Ms. Cole:

Please find enclosed with this letter Time Warner Telecom of Florida, L.P. Post Workshop Comments, along with Proposed Changes to Rule 25-24.845, F.A.C., regarding customer billing.

CMP

COM Thank you for your time and attention to this matter. Please do not hesitate to contact me if I can be of further assistance or provide further information in regard to this matter.

CTR

ECR

GCL

OPC

RCA

SCR

SGA Enclosures

SEC HEA/kra
Ann Cole Ltr. 09-01-07

OTH

Sincerely,



Howard E. Adams
Attorney for Time Warner Telecom

DOCUMENT NUMBER-DATE

07894 AUG 31 5

BEFORE THE PUBLIC SERVICE COMMISSION

In re: Proposed Amendment of Rule 25-4.110, /
Customer Billing for Local Exchange / UNDOCKETED
Telecommunications Companies /
and Rule 25-24.845, Customer Relations, FAC /

POST WORKSHOP COMMENTS OF TIME WARNER TELECOM OF FLORIDA, L.P.

COMES NOW Time Warner Telecom of Florida, L.P., by and through its undersigned attorneys and hereby files the following post workshop comments on the proposed amendment to Rule 25-24.845, Florida Administrative Code and would show the following:

1. Time Warner Telecom (“TWTC”) provides service in the State of Florida to business customers. All of Time Warner Telecom’s contracts, and the vast majority of contracts that TWTC is honoring through the recent merger with Xspedius, provide for customer and company agreed upon terms of service through written contact.

2. These contracts normally provide for a 30-day written notice of termination. Additionally, TWTC, like many of the ILEC’s, also normally provides in its contract for an initial term of service which cannot be less than 30 days.

3. TWTC is concerned that the stated purpose of the rule, which is to provide that the customer shall not be responsible for any charges beyond the date that they terminate service, may preclude these contract terms.

4. While the proposed rule does state that the rule “does not apply upon termination of service by the customer when the provider and subscriber have a special contractual arrangement...”, TWTC would like to add additional clarifying language that clearly states that an agreed upon contract or price list may have a termination notice requirement which will impact the actual date of termination by the length of the notice requirement.

5. TWTC asserts that specific language of this rule should provide that requiring a minimum length of service during at least the first month of the contract is also covered by the contract exception and further state that any termination requires at least 30 days notice or the notice provided in the contract.

6. TWTC also recommends that this rule language clearly state that early termination charges are not the same as “charges for telephone services” but in fact are separate charges for termination in advance of completion of the full term of the contractual agreement for telephone services.

7. TWTC also remains concerned that while a customer after terminating service may believe that their service has ended, they may in fact be charged for at least another thirty days of service and may receive a bill some 45 - 60 days after termination which will reflect the final charges based on the actual termination date.

8. To the extent the language in the rule is not clear, TWTC would recommend that such conditions and provisions be made clear in order to express the intent of the Public Service Commission with regard to termination dates and payment for services rendered. A copy of recommended language and changes to the rule is attached.

9. TWTC agrees with and adopts as its own the comments of the Competitive Carrier's of the South, Inc. TWTC recommends the Commission utilize the comments and suggested changes to the rule of the Competitive Carrier as well as those of TWTC in developing clarifying language.

10. TWTC further notes that the recommended Paragraph 21 should also be reviewed for consistency of terms. It is recommended that the terms "customer" and "company" should be used consistently. The word "subscriber" is used in at least one place and substitution of the word "customer" for "subscriber" will clarify that the paragraph refers to the "customer" throughout.

Respectfully submitted this 1st day of September, 2007.

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PROPOSED REVISION TO CUSTOMER SERVICE RULE

(21) Upon termination of service by the customer each company shall prorate the customer's last bill up to the effective date of termination. The customer shall not be held responsible for any charges for telephone services after the effective date of termination. If the customer does not have an outstanding balance, the company shall refund to the customer any amounts paid by the *customer subscriber* in excess of the prorated bill. If the customer has an outstanding balance, the company will apply the refund to the balance due. This rule does not apply upon termination of service by the customer when the *company provider* and *customer subscriber* have agreed to different terms either via a ~~special~~ contractual arrangement or if services are purchased pursuant to the company's price lists or tariff and the terms of termination are clearly stated therein. *Where wherein* the customer has agreed *pursuant to contract or price list* to obtain service from the company for a specific length of time, the customer may be liable to pay termination charges if the customer terminates the service arrangement prior to completing the terms of the contractual agreement. *Additionally, if the customer agreed to provide written notice to disconnect service, than they will be liable for any and all charges for applicable services through the required notice period until the effective termination date.*

CODING: Words underlined are additions; words in ~~strike-through~~ type are deletions from existing law; words in *italics* are new additions.