

In re: Complaint of Phillip R.
Brown against BellSouth
Telecommunications, Inc. for
billing dispute involving
alleged improper installation
and static on line.

DOCKET NO. 020976-TL
ORDER NO. PSC-02-1543-PAA-TL
ISSUED: November 12, 2002

The following Commissioners participated in the disposition of
this matter:

LILA A. JABER, Chairman
J. TERRY DEASON
BRAULIO L. BAEZ
MICHAEL A. PALECKI
RUDOLPH "RUDY" BRADLEY

NOTICE OF PROPOSED AGENCY ACTION
ORDER DENYING COMPLAINT

BY THE COMMISSION:

NOTICE is hereby given by the Florida Public Service
Commission that the action discussed herein is preliminary in
nature and will become final unless a person whose interests are
substantially affected files a petition for a formal proceeding,
pursuant to Rule 25-22.029, Florida Administrative Code.

I. BACKGROUND

On February 22, 2002, Phillip R. Brown filed a complaint
against BellSouth Telecommunications, Inc. (BellSouth). This
complaint was logged as Consumer Activity Tracking System Request
No. 438467T. Mr. Brown alleged that he had heavy static on three
of his lines. He further stated that the problem was continuous
and BellSouth had only been able to fix the problem temporarily.
Mr. Brown further alleged that BellSouth performed repairs without
his authorization for which he was billed. He disputes the cost,
interest, and late payment fees he has been charged for the

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unauthorized work done. Mr. Brown also requests his account be credited for the months of service when his line was unusable for 90 percent or more of time, due to static. However, Mr. Brown acknowledges that his account has been credited for the unusable time for the month of January 2002.

It appears that on March 1, 2000, BellSouth performed work at the request of Mr. Brown to change his service from overhead to underground. Mr. Brown called BellSouth to initiate the request and the work date was agreed upon. When BellSouth arrived at the site, Mr. Brown's Project Supervisor had positioned the conduit, so BellSouth simply installed the line. After the installation was completed according to normal standards for this type of installation, the Project Supervisor, acting as Mr. Brown's agent, told BellSouth that he wanted the telephone interface to be located inside the garage, rather than on the outside of the home. BellSouth then issued another work order to lay new wire. The total cost to perform this work was \$352.

The Project Supervisor then requested that BellSouth place the box higher on the pole so that it could not be "tapped." BellSouth explained to the customer that since the reworking was not due to errors made by BellSouth, but at the Project Supervisor's request, the customer would be responsible for the cost involved in making the change. The changes required that new wire be laid because placing the box higher on the pole required a longer length. BellSouth's method of billing for this type of change is based on its tariff and totaled \$345. The total for both work orders amounted to \$697. Since this amount has been due since June 2000, late payment and interest fees are also owing.

Mr. Brown's static problem occurred between November 2001 and February 2002, when there was construction in the area of Mr. Brown's home. BellSouth replaced 1,300 feet of aerial cable that fed Mr. Brown's home. In the process of replacing the cable, BellSouth found an additional section of cable that had to be replaced. The static problem has been resolved.

An informal telephone conference was held on September 5, 2002, with Mr. Brown, BellSouth representatives and Commission staff. BellSouth stated that the customer has been granted \$618.04 in courtesy credits for the static disruptions on his line. Mr.

Brown initially agreed to pay the costs of having the connection to his house moved to a location inside the garage, but later withdrew this offer. In addition, he disputes the fee for raising the box on the pole because he feels BellSouth should have placed it at the higher elevation in the first place as all the other boxes in his neighborhood are at the higher elevation. BellSouth contends that the box placement was standard. Mr. Brown further disputes, on his Form X, a \$150 "show up" fee which BellSouth charged to his account when Mr. Brown did not show up for an appointment he had scheduled with BellSouth. BellSouth offered to waive \$240.00 of interest and late fees on Mr. Brown's account. This conference ended without an agreement being reached. After the conference, BellSouth made an offer to waive all interest and late fees, on Mr. Brown's account, representing a credit of \$575.30, if he paid the \$697 for the changes BellSouth made. When Mr. Brown was notified of the offer to waive all interest and late fees, Mr. Brown stated that the most he would pay was \$509. He later retracted that offer. BellSouth has also offered to make payment arrangements. To date, BellSouth has not received any payment on the disputed amounts.

This Commission has jurisdiction in this matter pursuant to Section 364.04, Florida Statutes.

II. ANALYSIS AND DECISION

Under Section A4 Service Charges, BellSouth's General Subscriber Service Tariff (the Tariff), Subsection A4.2.4.C.3. states that secondary service charges apply for "rearrangement of drop wire, protector, and/or network interface. Additionally, Premises Work Charges will apply." Subsection A4.2.5.B. states that:

Premises Work Charges apply per customer request, per Company employee performing billable work on the customer's premises. The sum of their time is used to determine the number of 15-minute increments to be billed. Only one initial increment is to be billed per customer request except when the customer specifically requests more employees than the Company would normally dispatch. Where additional employees are specifically requested by the customer, the initial increment charge

will also apply per additional Company employee specifically requested.

Further, Subsection A4.3.1 Rates and Charges (for Connecting or Changing Service) states that the Secondary Service Charge for residential customers is \$10.00 and the Premises Work Charge is \$25.00 for the first 15-minute increment and \$9.00 for each additional 15-minute increment or fraction thereof. Subsection A4.2.D also indicates that other installation charges in the tariff may also apply.

In this instance, both the relocation of the telephone interface inside the garage and the initial placement of the box on the pole were covered by BellSouth's tariff. The changes were requested by Mr. Brown's agent, his Project Supervisor. In addition, Mr. Brown's agent was notified before the changes were made that the customer would have to bear the expense of those changes. BellSouth's Statement of Work Charges - Basic Installation, Rearrangement & Maintenance Form, RF-141, for March 1, 2000, indicates that Mr. Brown was billed an initial charge of \$100, which includes materials, and an additional 7, 15-minute increments, for four men, for a total of \$352. The new placement of the box higher on the pole was charged at the same rate, under the same tariff provision, but required 6.5, 15-minute increments.

Rule 25-4.070, Florida Administrative Code, provides that each telecommunications company shall make all reasonable efforts to minimize the extent and duration that disrupt or affect a customer's telephone service. BellSouth has applied \$618.04 courtesy credits to Mr. Brown's account to compensate Mr. Brown for his inconvenience while BellSouth attempted to correct the static problems in the neighborhood.

The \$150 "show up" fee is also a standard provision in BellSouth's tariff, applied when a person sets an appointment and fails to appear at the appointed time.

In addition, BellSouth has offered to waive all late payment charges and interest that have accrued on Mr. Brown's account. Therefore, we find that Mr. Brown's complaint is denied, as BellSouth has made reasonable efforts to minimize the disruption to

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Mr. Brown's service, to comply with his requests, and to compensate him for his inconvenience.

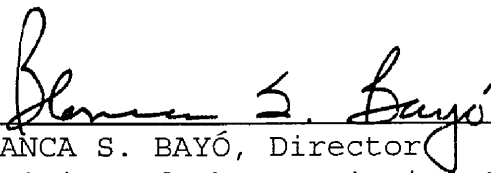
Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that Complaint No. 379477E, filed by Phillip R. Brown is hereby denied. It is further

ORDERED that this Order shall become final and effective upon the issuance of a Consummating Order unless a person whose substantial interest are affected files an appropriate petition, in the form provided by Rule 28-106.201, Florida Administrative Code, which is received by the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings" attached hereto. It is further

ORDERED that in the event this Order becomes final, this Docket shall be closed.

By ORDER of the Florida Public Service Commission this 12th day of November, 2002.



BLANCA S. BAYÓ, Director
Division of the Commission Clerk
and Administrative Services

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NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing that is available under Section 120.57, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing will be granted or result in the relief sought.

Mediation may be available on a case-by-case basis. If mediation is conducted, it does not affect a substantially interested person's right to a hearing.

The action proposed herein is preliminary in nature. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, in the form provided by Rule 28-106.201, Florida Administrative Code. This petition must be received by the Director, Division of the Commission Clerk and Administrative Services, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on December 3, 2002.

In the absence of such a petition, this order shall become final and effective upon the issuance of a Consummating Order.

Any objection or protest filed in this/these docket(s) before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.