

ORIGINAL

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Meredith E. Mays
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March 6, 2003

Ms. Blanca S. Bayó
Division of the Commission Clerk
and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

COMMISSION
CLERK

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Re: Docket No. 030176-TP Davel Communications, Inc. ("Davel")

Dear Ms. Bayo:

Enclosed is an original and fifteen copies of BellSouth Telecommunications, Inc.'s Answer to the Complaint of Davel, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Meredith E. Mays
Meredith E. Mays (LHA)

Enclosure

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

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**CERTIFICATE OF SERVICE
DOCKET NO. 030176-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via
Electronic Mail and FedEx this 6th day of March, 2003 to the following:

Staff Counsel
Florida Public Service
Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850
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Meredith E. Mays
Meredith E. Mays (CA)

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Complaint of Davel Communications)
Inc. Against BellSouth Telecommunications, Inc.) Docket No. 030176-TP
And Invocation of the Protections Afforded by)
Rule 25-22.032(6), F.A.C., During Pendency of) **Filed: March 6, 2003**
Complaint Process)

ANSWER OF BELLSOUTH TELECOMMUNICATIONS, INC.

BellSouth Telecommunications, Inc. ("BellSouth"), respectfully submits its Answer to the Complaint of Davel Communications Inc. ("Davel") and Invocation of the Protections Afforded by Rule 25-22.032(b) ("Complaint"). As explained below, the Florida Public Service Commission ("Commission") should deny all claims for relief set forth in Davel's Complaint.

1. On information and belief, BellSouth admits the allegations contained in the first two sentences of the Complaint. BellSouth is without knowledge or information sufficient to admit or deny the allegations contained in the last sentence of paragraph 1 of the Complaint

2. The allegations in paragraph 2 do not require a response. BellSouth requests that all pleadings and other documents filed or served in this docket be served upon the following BellSouth representatives:

Nancy B. White
General Counsel-Florida
Meredith E. Mays
Regulatory Counsel
c/o Nancy H. Sims
150 South Monroe Street, Suite 400
Tallahassee, FL 32301
(305) 347-5558

3 BellSouth admits the allegations of paragraph 3 of the Complaint.

4. BellSouth states that the Master Services Agreement (“MSA”) speaks for itself and further admits that Davel and BellSouth are parties to an MSA. Except as specifically admitted, the allegations in paragraph 4 are denied.

5. BellSouth states that the MSA speaks for itself. BellSouth admits that both Commission Rule 25-4.109(3) and Section A2.4.2.B of its Florida General Subscriber Services Tariff (“GSST”) contain provisions relating to customer deposits, which provisions speak for themselves. Except as specifically admitted, the allegations in paragraph 5 are denied.

6. BellSouth admits that it requested a deposit from Davel, and that Davel provided a deposit, in three installments, in the amount set forth in Davel’s Confidential Document, Item 1. BellSouth further states that its deposit request was reasonable based upon Davel’s payment history and Davel’s average billing throughout the BellSouth region. BellSouth denies that Davel’s account was current. BellSouth calculated this deposit by taking Davel’s average two months region-wide billing, which amount was rounded down to equal twice the amount set forth in Davel’s Confidential Document, Item 1. The proportionate amount of the deposit provided by Davel that has been credited to Florida is approximately \$_____, rather than the entire amount set forth in Davel’s Confidential Document, Item 1. BellSouth further states that on or about the time that Davel provided the deposit, Davel also promised to provide additional security in an amount equal to the amount of the cash deposit, which security was never provided. In addition, Davel promised to pay future bills in a timely manner,

which Davel has not done.

7. BellSouth admits that discussions concerning the MSA have occurred between the parties; except as specifically admitted the allegations in paragraph 7 are denied.

8. BellSouth admits that it requested an additional security deposit from Davel in the amount listed in Davel's Confidential Document, Item 2, which amount is reasonable based upon Davel's payment history, Davel's ability to make future payments, and Davel's average billing throughout the BellSouth region. Of the amount listed in Davel's Confidential Document, Item 2, BellSouth seeks \$ _____ in additional security relating solely to Florida billing. BellSouth denies that it has requested an additional deposit based upon any discussions concerning the MSA; rather, BellSouth states that Davel has not paid its bills in a timely manner. Moreover, application of commercially reasonable credit scoring instruments demonstrated that Davel presented a credit risk justifying the need for an additional security deposit. Except as specifically admitted any remaining allegations in paragraph 8 are denied.

9. BellSouth denies that its deposit demand violates its tariffs or applicable Commission rules. BellSouth states that in discussions with Davel the parties typically discuss matters on a region-wide basis and that its deposit request considered Davel's billing throughout the region. On information and belief, Davel knew that BellSouth's deposit request related to the entire BellSouth region, rather than solely to Florida. The provisions of Commission Rule 25-4.109(3) and Section A.2.4.2.B of BellSouth's Florida GSST speak for themselves. Except as specifically admitted any remaining allegations in paragraph 9 are denied.

10. BellSouth denies that Davel's calculations are appropriate. BellSouth's calculations indicate that of the previous region-wide deposit provided by Davel, approximately \$ _____ is the proportionate share of the deposit that relates to Florida. BellSouth states that its calculations reflect that approximately \$ _____ represents two months average toll service plus one month of average local service in Florida. The difference is \$ _____, which represents the additional deposit that is currently due and owing from Davel to BellSouth relating solely to Florida billing. Because Davel purchases services throughout the BellSouth region, however, the amount BellSouth requested in December 2002 was and is appropriate. Except as specifically admitted any remaining allegations in paragraph 10 are denied.

11. BellSouth denies that Davel should be entitled to invoke the Commission protection from disconnection concerning "unpaid disputed bill[s]." On information and belief, Davel's late payments have not related to "disputed" bills; instead, Davel has failed to timely pay undisputed bills. Thus, consistent with the terms of BellSouth's applicable tariffs, disconnection of Davel's services may be appropriate. Except as specifically admitted any remaining allegations in paragraph 11 are denied.

12. BellSouth denies that Davel is entitled to any of the relief it requests and BellSouth denies any and all remaining allegations contained in the Complaint

WHEREFORE, BellSouth requests that the Commission:

Order Davel to provide BellSouth with additional security in the amount of \$55,000.00 relating to billing in Florida;

Order Davel to timely pay future undisputed bills;

Deny the relief requested by Davel; and

Grant such other relief as the Commission deems just and proper.

Respectfully submitted this 6th day of March, 2003.

BELLSOUTH TELECOMMUNICATIONS, INC.

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