



Brian J. Musselwhite
Assistant Vice-President - Florida
Law and Government Affairs
Southern Region

101 N. Monroe Street, Suite 700
Tallahassee, FL 32301
850-425-6313
850-425-6361 (fax)

August 12, 2004

BY ELECTRONIC FILING

Ms. Beth Salak, Director
Division of Competitive Markets and Enforcement
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0866

Dear Ms. Salak:

Attached for filing with the Commission are revisions to the AT&T General Services Tariff to be effective August 13, 2004. The revised pages are as follows:

AT&T General Services Tariff

Section A2	Second Revised Pages 13 through 15
Section A2	Original Pages 15.1 and 15.2
Section A2	Sixth Revised Page 16
Section A11	Ninth Revised Page 7.1

This filing defines the current deposit language for non-residential customers, adds new deposit language for residential customers, modifies late-charge language, and clarifies language for TRS calling card calls. If you have any questions regarding this filing, please do not hesitate to give me a call.

Best regards,

[Brian Musselwhite](#)

Brian Musselwhite

Attachment

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements

A2.4.1 Advance Payments

- A. In order to protect the Company against revenue loss, an applicant for service may be required to pay in advance of installation an amount not to exceed applicable service charges or other nonrecurring charges, plus estimated charges for one month of service. Where special construction charges are applicable the payment thereof may be required in advance of start of construction.
- B. The amount of the advance payment is credited to the customer's account on the first bill rendered under the contract.

A2.4.2.1 Credit and Deposits for Applicants of Non-Residential Services T

- A. The Company may, in order to safeguard its interests, require an applicant for its services to establish satisfactory credit, or pay a cash deposit, as set forth in the following:
 1. Credit will be deemed to be established if:
 - a. The applicant for service has been a customer of any telephone utility within the last two years and during the last 12 consecutive months of service did not have more than two occasions in which a bill was paid after becoming delinquent and never had service disconnected for nonpayment.
 - b. The applicant for service furnishes a guarantor satisfactory to the Company, to secure payment of bills for service requested. A satisfactory guarantor shall, at the minimum, be a customer with a satisfactory payment record.
 - c. The applicant furnishes an irrevocable letter of credit from a bank or surety bond.
 2. A cash deposit for service may be required of an applicant, if satisfactory credit is not established, in an amount not to exceed the charges for one's service plus the Company's estimate of two months' usage.

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC
GENERAL SERVICES TARIFF
FLORIDA

ISSUED: August 12, 2004
BY: Tariff Administrator

EFFECTIVE: August 13, 2004
SECOND REVISED PAGE 14
CANCELS FIRST REVISED PAGE 14

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements (Cont'd)

A2.4.2.1 Credit and Deposits for Applicants of Non-Residential Services
(Cont'd)

B. New or Additional Deposits for Existing Subscribers

The Company may require, upon reasonable written notice of not less than 15 day, a new deposit, where [previously waived or returned, or an additional deposit, in order to secure payment of current bills. Provided, however, that the total amount of required deposit should not exceed an amount equal to twice the actual average monthly usage plus one month's service for the 90 day period immediately prior to the date of notice. In the event the customer has had service less than 90 days, then the Company shall base its new or additional deposit upon the actual average monthly billing available. When the Company has good reason to believe payment by a customer is in jeopardy and the usage is significantly above normal for that customer, the Company may request a new or additional deposit. If the deposit requested is not paid within 48 hours, the Company may discontinue service.

Should the Company determine that credit information given by a customer is false or materially incorrect, the Company may immediately require the customer to pay a new or additional deposit equal to the deposit which would have been charged at the time of the request for service had the correct credit information been given by the customer.

C. Refund of Deposits

1. If, after 90 days' service, the actual initial deposit is found to be greater than an amount equal to one month's service plus two months' actual average usage, the Company shall, upon demand of the subscriber, promptly refund the difference.
2. After a customer has established a satisfactory payment record and has had continuous service for a period of 25 months the Company shall refund the customer's deposit providing the customer has not in the preceding 12 months (a) made more than one late payment of a bill (after the expiration of 15 days from the date of mailing or delivery by the Company) (b) paid with a check refused by a bank, (c) been disconnected for nonpayment or at any time (d) used service in a fraudulent or

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC
GENERAL SERVICES TARIFF
FLORIDA

ISSUED: August 12, 2004
BY: Tariff Administrator

EFFECTIVE: August 13, 2004
SECOND REVISED PAGE 15
CANCELS FIRST REVISED PAGE 15

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.2 Credit and Deposits for Applicants (Cont'd)

C. Refund of Deposits (Cont'd)

2. (Cont'd)

unauthorized manner. Deposits of business customers may be refunded, in whole or in part, at the option of the Company at any time. D
D

3. Upon termination of service, the deposit and accrued interest may be credited by the Company against the final account and the balance, if any, shall be returned promptly to the customer but in no event later than 45 days after service is discontinued.

D. Interest on Deposit

All deposits required by the Company shall bear interest at 8% per annum to begin and run from the date said deposit is made except that, no interest shall apply on a deposit unless the deposit and the service have been in existence for a continuous period of six months. The deposit interest shall be simple interest in all cases and settlement of the interest shall be made annually, either in cash or by credit on the current bill.

E. Receipt for Deposit

A nontransferable certificate of deposit shall be issued to each customer and means provided so that the customer may claim the deposit if the certificate is lost. The deposit receipt shall contain notice that after 90 days' service, the subscriber is entitled to refund of any deposit over and above an amount equal to one month's service plus two months' actual average usage.

F. Responsibility for Payment

The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due for service rendered.

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC
GENERAL SERVICES TARIFF
FLORIDA

ISSUED: August 12, 2004
BY: Tariff Administrator

EFFECTIVE: August 13, 2004
ORIGINAL PAGE 15.1

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.2.2 Credit and Deposits for Applicants of Residential Services

A. Establishment and Reestablishment of Credit

The Company may conduct a credit investigation of each customer or applicant prior to accepting the service order, customer deposit or advance payment. The Company may refuse service to a customer or applicant whose service has been discontinued for non-payment of bills for telecommunications service. The customer or applicant will be required to pay all bills due the Company for telecommunications services or make other arrangements satisfactory to the Company to re-establish credit before service is restored or any service started.

If service is established and it is subsequently determined that the customer or applicant is indebted to Company for service previously furnished, the Company may suspend or terminate such service until satisfactory arrangements have been made for the payment of the prior indebtedness.

B. New or Additional Deposits

The Company may require a deposit, or an increase in the amount of deposit, of a Customer who cannot establish a credit standing satisfactory to the Company. If the actual bills of the Customer subsequently rendered prove that the deposit is insufficient, the deposit may be changed in accordance with the facts.

The deposit will be held for one year, if the customer has not been delinquent in payments. When service is disconnected, a deposit is returned to the Customer, less any amounts due the Company.

Should the Company determine that credit information given by a customer is false or materially incorrect, the Company may immediately require the customer to pay a new or additional deposit equal to the deposit which would have been charged at the time of the request for service had the correct credit information been given by the customer.

N
N

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC
GENERAL SERVICES TARIFF
FLORIDA

ISSUED: August 12, 2004
BY: Tariff Administrator

EFFECTIVE: August 13, 2004
ORIGINAL PAGE 15.2

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.2.1 Credit and Deposits for Applicants of Residential Services

C. Advance Payments

The Company may require a customer or applicant who cannot establish credit satisfactory to the Company to make an advance payment as a condition of continued or new service. The Company reserves the right to require from an applicant for service advance payments of estimated usage charges, as well as other charges as may be deemed necessary by the Company for safeguarding its interests.

D. Responsibility for Payment

The fact that a deposit has been made in no way relieves the applicant or subscriber from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for nonpayment of any sums due for service rendered.

N

N

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC
GENERAL SERVICES TARIFF
FLORIDA

ISSUED: August 12, 2004
BY: Tariff Administrator

EFFECTIVE: August 13, 2004
SIXTH REVISED PAGE 16
CANCELS FIFTH REVISED PAGE 16

A2. GENERAL REGULATIONS

A2.4 Payment Arrangements and Credit Allowances (Cont'd)

A2.4.3 Payment for Service

- A. All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.
- B. The subscriber shall pay monthly in advance or on demand all monthly recurring charges for service and facilities and shall pay on demand all charges for usage. The subscriber is responsible for payment of all charges for services furnished the subscriber, including charges for services originated or charges accepted at the subscriber's location.
 1. A charge of \$25.00 will apply whenever a check, draft, or electronic funds transfer presented for payment for service is not accepted by the institution on which it is written. Nonpayment of the charge will not constitute sufficient cause for interruption or cancellation of service.
 2. A charge at the rate of 1.5% will apply to all amounts previously billed on a Customer's bill, including arrears, which remain unpaid at the time the next bill is prepared. The minimum late payment charge is \$5.00. When a local exchange company provides the billing function on behalf of the Company, the local exchange company's late payment charge applies. D D
- C. Should service be suspended for non-payment of charges, it will be restored when appropriate payments are made.

AT&T COMMUNICATIONS OF THE SOUTHERN STATES, LLC

GENERAL SERVICES TARIFF

FLORIDA

ISSUED: August 12, 2004
BY: Tariff Administrator

EFFECTIVE: August 13, 2004
NINTH REVISED PAGE 7.1
CANCELS EIGHTH REVISED PAGE 7.1

A11. MESSAGE TELECOMMUNICATIONS SERVICE

A11.3 Two-Point Service (Cont'd)

A11.3.1 Service Between Telephones (Cont'd)

G. Rates Applicable for Hearing or Speech Impaired Persons or Users of Telecommunications Relay Service (Cont'd)

3. Rates for certain MTS calls are reduced for individuals equipped with TDD's for communicating with hearing or speech impaired persons under the following conditions:
 - a. The customer uses a TDD or other non-voice equipment for communicating with other TDD's or non voice equipment.
 - b. The customer makes written application to the Company for reduced MTS rates.
 - c. The reduced rates are applied on the customer's current bill.
 - d. The reduced rates specified in 4. following apply for all Dial Station Day and Evening calls placed between TDD's.
4. Applicable Discounts
 - a. A qualified Dial Station call made in the Day/Peak rate period is rated at the Evening/Off-Peak rate specified in A11.3.11.1.
 - b. A qualified Dial Station call made in the Evening/Off-Peak rate period is rated at the Night/Weekend rate specified in A11.3.11.1 following.
5. Telecommunications Relay Service

Rates for customers who use Telecommunications Relay Service (TRS) are as specified in A11.3.1.1, following, except that a discount of 50% will apply to usage charges on intrastate TRS calls. An additional 10% discount (60% total discount) will apply to usage charges on intrastate TRS calls to or from dual-sensory impaired customers, and will be credited on a subsequent bill.

Intrastate Telecommunications Relay Service (TRS) calls charged to a Calling Card and originating from a public or semi-public payphone will be rated at \$.05 per minute.

T
T