



Rebecca B. DeCook  
Senior Attorney

Room 1575  
1875 Lawrence Street  
Denver, CO 80202  
303 298-6357

September 25, 2002

Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65101

FILED<sup>4</sup>  
SEP 25 2002

Missouri Public  
Service Commission

Re: Case No. TT-2003-0043  
Tariff File No. 200300034

Dear Judge Roberts:

Attached for filing with the Commission is the original and five (5) copies of AT&T Communications of the Southwest, Inc.'s Application to Intervene in the above-referenced docket.

I thank you in advance for your cooperation in bringing this to the attention of the Commission.

Very truly yours,

Rebecca B. DeCook

Attachment

cc: All Parties of Record

BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI

FILED<sup>4</sup>  
SEP 25 2002

Missouri Public  
Service Commission

In the Matter of the Tariff of Spectra  
Communications Group, LLC, PSC MO  
No. 2, Facilities for Intrastate Access

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)

Case No. TT-2003-0043  
Tariff No. 200300034

AT&T COMMUNICATIONS OF THE SOUTHWEST, INC.'S  
APPLICATION TO INTERVENE

COMES NOW AT&T Communications of the Southwest, Inc. ("AT&T")  
pursuant to section 386.420 RSMo and 4 CSR 240-2.075, and respectfully seeks to  
intervene in this proceeding. In support of its Application to Intervene, AT&T states as  
follows:

1. AT&T is a competitive local and interexchange telecommunications  
company duly incorporated and existing under and by virtue of the laws of the State of  
Delaware, authorized to do business in the State of Missouri as a foreign corporation.  
AT&T's principal Missouri offices are located at 101 W. McCarty, Ste. 216, Jefferson  
City, MO 65101. AT&T has been granted authority to provide local exchange service  
and basic local exchange service in portions of Missouri as well as intrastate  
interexchange telecommunications services in Missouri under authority granted and  
tariffs approved by the Commission, as well as an authorized provider of interstate  
interexchange telecommunications services under a certificate granted and tariffs  
approved by the Federal Communications Commission. All correspondence, pleadings,  
orders, decision and communications regarding this proceeding should be sent to:

Rebecca B. DeCook Colorado #014590  
1875 Lawrence Street, Ste. 1575  
Denver, CO 80202

(303) 298-6357 FAX: (303) 298-6301  
[decook@att.com](mailto:decook@att.com)

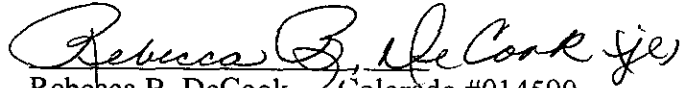
J. Steve Weber MO Bar #20037  
101 W. McCarty, Ste. 216  
Jefferson City, MO 65101  
Tel: 573-635-5198  
Fax: 573-635-9442  
[jsweber@att.com](mailto:jsweber@att.com)

2. On July 12, 2002 Spectra Communications Group, LLC, issued a tariff to revise its intrastate access tariff provisions relating to when Spectra can demand a security deposit from other telecommunications carriers. On August 8, 2002, the Commission issued an order suspending the tariff until September 10, 2002 in order to allow the Commission to further consider the tariff. On September 5, 2002, the Commission issued its order further suspending tariff, directing notice and establishing an intervention deadline of September 25, 2002.

3. AT&T is purchaser of access services from Spectra Communications Group LLC. As a wholesale customer, AT&T has an interest in this proceeding that is different from that of the general public. AT&T may be adversely affected by the tariff proposed by Spectra Communications Group LLC. Therefore, a decision on this matter will affect its interest as a provider of telecommunications services in Missouri. At this time, AT&T is unsure of the position it will take in this proceeding.

WHEREFORE, AT&T respectfully requests the Commission to grant this Application to Intervene.

Respectfully submitted,



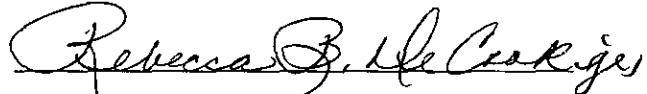
Rebecca B. DeCook Colorado #014590  
1875 Lawrence Street, Ste. 1575  
Denver, CO 80202  
(303) 298-6357 FAX: (303) 298-6301  
decook@att.com

J. Steve Weber MO Bar #20037  
101 W. McCarty, Ste. 216  
Jefferson City, MO 65101  
Tel: 573-635-5198  
Fax: 573-635-9442  
jsweber@att.com

ATTORNEYS FOR AT&T  
COMMUNICATIONS OF THE  
SOUTHWEST, INC.

**CERTIFICATE OF SERVICE**

I HEREBY certify that copies of the foregoing were served to the following by  
first class mail on this 25<sup>th</sup> Day of September, 2002



Secretary of the Missouri Public Service  
Commission  
P. O. Box 360  
Jefferson City, Missouri 65102-0360

Office of the Public Counsel  
P.O. Box 7800  
Jefferson City, Missouri 65102-7800

W. R. England, III  
Sondra B. Morgan  
Brydon, Swearngen & England, P.C.  
P.O. Box 456  
Jefferson City, MO 65102-0456

LAW OFFICES  
**BRYDON, SWEARENGEN & ENGLAND**

PROFESSIONAL CORPORATION

312 EAST CAPITOL AVENUE

P.O. BOX 456

JEFFERSON CITY, MISSOURI 65102-0456

TELEPHONE (573) 635-7166

FACSIMILE (573) 635-0427

DAVID V.G. BRYDON  
JAMES C. SWEARENGEN  
WILLIAM R. ENGLAND, III  
JOHNNY K. RICHARDSON  
GARY W. DUFFY  
PAUL A. BOUDREAU  
SONDRA B. MORGAN  
CHARLES E. SMARR

DEAN L. COOPER  
MARK G. ANDERSON  
GREGORY C. MITCHELL  
BRIAN T. MCCARTNEY  
BRIAN K. BOGARD  
DIANA C. FARR  
JANET E. WHEELER

OF COUNSEL  
RICHARD T. CIGNONE

August 7, 2002

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102-0360

**RECEIVED**

AUG 07 2002

*Records*  
*Public Service Commission*

Re: **Spectra Communications Group, LLC**  
**-Revised Tariff Filing**

Dear Mr. Roberts:

Enclosed for substitution regarding the above referenced tariff filing, please find three (3) copies of the following revised tariff sheet:

PSC MO. NO. 2, 1<sup>st</sup> Revised Sheet 16, Cancels Original Sheet 16

Please see that this sheet is substituted for the sheet previously filed with your office on July 12, 2002.

If you have any questions regarding this filing, please contact me at (573) 635-7166. Thank you for your attention to this matter.

Sincerely yours,



Sondra B. Morgan

SBM/lar

Enclosures

cc: Office of Public Counsel  
Tom Solt

2003 000314

LAW OFFICES  
**BRYDON, SWEARENGEN & ENGLAND**  
PROFESSIONAL CORPORATION

DAVID V.G. BRYDON  
JAMES C. SWEARENGEN  
WILLIAM R. ENGLAND, III  
JOHNNY K. RICHARDSON  
GARY W. DUFFY  
PAUL A. BOUDREAU  
SONDRA B. MORGAN  
CHARLES E. SMARR

312 EAST CAPITOL AVENUE  
P.O. BOX 458  
JEFFERSON CITY, MISSOURI 65102-0456  
TELEPHONE (573) 636-7168  
FACSIMILE (573) 636-0427

DEAN L. COOPER  
MARK G. ANDERSON  
GREGORY C. MITCHELL  
BRIAN T. MCCARTNEY  
BRIAN K. BOGARD  
DIANA C. FARR  
JANET E. WHEELER

OF COUNSEL  
RICHARD T. CIOTTON

July 12, 2002

**RECEIVED<sup>4</sup>**

JUL 12 2002

*Records  
Public Service Commission*

Mr. Dale Hardy Roberts  
Secretary/Chief Regulatory Law Judge  
Missouri Public Service Commission  
P.O. Box 360  
Jefferson City, MO 65102

**Re: Spectra Communication Group, LLC**  
**- PSC MO. No. 2 Facilities for Intrastate Access**

Dear Mr. Roberts:

Enclosed for filing on behalf of Spectra Communications Group, LLC, please find three copies of the following revised tariff sheets.

PSC MO. NO. 2, Section 2, 1st Revised Sheet 16, Cancels Original Sheet 16  
PSC MO. NO. 2, Section 2, Original Sheet 16.1

The purpose of this filing is to change the deposit regulations related to conditions under which the Company may request security deposits from carriers (not local exchange service subscribers). Given the current financial environment, particularly in the telecommunications industry, the Company is facing greater risks for uncollectibles due to the payment defaults and feels these revisions are necessary to ensure that adequate security is held as a guarantee of payment.

Please see that this filing is brought to the attention of the appropriate Commission personnel. If there are any questions regarding the attached they may be directed to me at the above number.

Thank you in advance for your cooperation in this matter.

Sincerely

BRYDON, SWEARENGEN & ENGLAND P.C.

By:



Sondra B. Morgan

SBM/da  
Enclosure  
cc: Office of Public Counsel  
Pamela Donovan

**200300034**

**FACILITIES FOR INTRASTATE ACCESS****2. GENERAL REGULATIONS (Cont'd)****2.3 Obligation of the Customer (Cont'd)****2.3.12 (Reserved for Future Use)****2.3.13 Coordination With Respect to Network Contingencies**

The customer shall, in cooperation with the Telephone Company, coordinate in planning the actions to be taken to maintain maximum network capability following natural or man-made disasters which affect telecommunications services.

**2.4 Payment Arrangements and Credit Allowances****2.4.1 Payment of Charges and Deposits****(A) Deposits**

In order to safeguard its interests, the Telephone Company reserves the right to require the customer to secure its account prior to the establishment of service and/or at any time after the provision of service in the form of a cash deposit, as described below.

A security deposit may be required prior to the installation of new service or the transfer of existing service, when the customer has a proven history of late payments to the Telephone Company or does not have established credit. Such security deposit will not exceed an amount equal to the estimated total rates and charges for the services(s) ordered for a two-month period.

A security deposit or an additional security deposit may be required from an existing customer at any time following installation of service when: 1) the customer has established a history of late payments to the Telephone Company; 2) the customer's gross monthly billing has increased beyond the amount initially used to estimate a security deposit, if applicable; and/or 3) the Telephone Company becomes aware that the customer's credit worthiness has fallen below commercially acceptable levels as determined by an independent credit rating or reporting service. The Company would use Standard and Poors or another nationally recognized rating agency. Customers would be expected to maintain a rating of a BBB, or equivalent rating, as the measure of a Customer's credit worthiness. Such security deposit will not exceed an amount equal to the total rates and charges for two months of the customer's actual billing for the service(s). In the event an existing customer fails to remit a deposit required under this section, service(s) to that customer may be discontinued in accordance with the terms specified in Section 2.1.8(A), preceding.

If pursuant to this section, the Telephone Company requests a security deposit from an existing customer that has any term plan commitment in and such existing customer accepts the condition that continuation of its service(s) is contingent upon its provision to the Telephone Company of the requested security deposit, then the regulations specified in this section will apply to the customer for the remainder of the term plan commitment to which the customer subscribes.

Material has been moved to Sheet 16.1

Issued: July 12, 2002

Effective: August 11, 2002

Jeffrey Glover  
Vice President - External Relations  
Monroe, Louisiana

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FACILITIES FOR INTRASTATE ACCESS

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2. GENERAL REGULATIONS (Cont'd)2.4 Payment Arrangements and Credit Allowances (Cont'd)2.4.1 Payment of Charges and Deposits (Cont'd)(A) Deposits (Cont'd)

If pursuant to this section, the Telephone Company requests a security deposit from an existing customer that has any term plan commitment in place and such existing customer rejects the condition that continuation of its service(s) is contingent upon its provision to the Telephone Company of the requested security deposit, then upon discontinuance of the customer's service(s) and the resulting termination of the associated term plan commitment(s), the Telephone Company will waive the applicable termination liability charge(s) for each such term plan commitment terminated. (C)

The fact that a deposit has been made in no way relieves the Customer from complying with the Telephone Company's regulations as to the prompt payment of bills. At such time as the provision of the service to the customer is terminated, the amount of the deposit will be credited to the customer's account and any credit balance which may remain will be refunded. (M)

Such a deposit will be refunded or credited to the account when the customer has established commercially acceptable credit as defined above and has established a one-year prompt payment record. For the period the deposit is held by the Telephone Company, the customer will receive simple interest at the same percentage rate as that set forth in the Telephone Company General and/or Local Tariff. (M)

- (B) Where the provision of FIA requires facilities that meet any of the conditions specified in 10.1.1, Special Construction charges in Section 10 will apply. (M)