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July 8, 2004

Ms. Beth W. Salak, Director
Division of Competitive Markets and Enforcement
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Dear Ms. Salak:

Attached are copies of the following tariff pages from our Facilities for Intrastate Access Tariff:

Intrastate Access, Section 7

4th Revised Page 16
6th Revised Page 24
5th Revised Page 25.1
4th Revised Page 26
5th Revised Page 27

The purpose of this filing is to modify language for DDS and DS1 optional payment / term commitment plan services for Termination Liability to allow for rate revisions.

Please handle this filing as required for approval. Acknowledgement, date of receipt and authority number is requested.

If you require additional information, please contact Carlton A. Ball at (813) 483-2529.

Sincerely,
David M. Christian
Assistant Vice President
Regulatory Affairs Florida

DMC:cb
Attachments

7. DEDICATED ACCESS SERVICES**7.5 Description of Multiplexing Arrangements (Continued)****(J) DS3C to DS1 (USOC - MQT++)**

An arrangement that multiplexes fifty-six DS1 digital circuits to a single DS3C digital circuit at a rate of 89.472 Mbps, or multiplexes a single DS3C digital circuit at a rate of 89.472 Mbps to fifty-six DS1 digital circuits.

(K) Group to DS1 (USOC - MQG++)

An arrangement that multiplexes two wideband analog groupband circuits to a single DS1 digital circuit at a rate of 1.544 Mbps, or multiplexes a single DS1 digital circuit at a rate of 1.544 Mbps to two wideband analog groupband circuits.

(L) Digital Data Carrier Multiplexer (USOC - QMU)

An arrangement that multiplexes a single DS1 1.544 Mbps digital circuit to twenty-three DSO digital ports for connection to either a subrate data multiplexer as described in 7.5(M) following or 56 Kbps digital circuits.

(M) Digital Data Subrate Multiplexer (USOC - QSU24; QSU48; QSU96)

Used with cascading multiplexing, the Digital Data Subrate Multiplexer is an arrangement that multiplexes the following quantities of subrate digital data circuits into a single DSO digital port: 1) twenty 2.4 Kbps, 2) ten 4.8 Kbps or 3) five 9.6 Kbps. In turn, the DSO digital port is then multiplexed to a single DS1 digital circuit using the Digital Data Carrier Multiplexer described in 7.5(L) preceding.

7.6 Rate Regulations

This section contains specific regulations governing the rates and charges that apply for Dedicated Access Service.

7.6.1 Types of Rates and Charges

The rates and charges are described as follows:

(A) Monthly Rates

Monthly rates are recurring charges that apply each month or fraction thereof that a Dedicated Access Service is provided. For billing purposes, each month is considered to have 30 days.

Digital Data Access Service is offered under two term commitment plans. Term commitment plan rates are available in payment periods from twenty-two to forty-two months and in payment periods from forty-three to sixty months under conditions specified in the Channel Services Payment Plan in 7.6.13 of this Tariff. In the event the customer terminates the service prior to the completion of the term commitment, the Termination Liability in Section 7.6.12 of this tariff will apply. (T)

(B) (Reserved for Future Use)**(C) (Reserved for Future Use)**

7. DEDICATED ACCESS SERVICES

7.6 Rate Regulations (Continued)

7.6.12 Optional Payment Plan (OPP) (Continued)

(B) Changes in Length of OPP Period

Prior to the completion of the selected OPP period, the customer may elect to convert to a new OPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original OPP arrangement.
- Nonrecurring charges will not be reapplied for existing service(s).
- If the new OPP period is shorter in length than the time remaining under the existing OPP, the change to the new OPP period constitutes a disconnect of the existing OPP service and termination liability charges apply.

(C) Renewal Options

(1) Conversion to a different OPP period will require the customer to submit a change order ASR. Conversion to a different OPP period will be allowed without application of any nonrecurring or ordering charges.

(2) Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. If no other changes are ordered, only the Initial Ordering Charge-Dedicated Access will apply per required ASR.

(D) Notification of Discontinuance

An ASR for discontinuance of an OPP arrangement must be received by the Telephone Company at least thirty (30) days prior to actual disconnect of service. Monthly charges will apply for a period of thirty (30) days from the date the Telephone Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

(E) Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during an OPP period, subject to the following conditions:

- The upgraded service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will apply as stated in Section 2.8 of this tariff.

(F) Termination Liability

See General Regulations, Section 2.8, in the Facilities for Intrastate Access Tariff. The following paragraph replaces paragraph 2 of the Termination Liability language in the General Regulations, Section 2.8, in the Facilities for Intrastate Access Tariff for purposes of this tariff section.

Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased in excess of ten percent (10%) during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.

(D)

(D)

(N)

(N)

7. DEDICATED ACCESS SERVICES

7.6 Rate Regulations (Continued)

7.6.12 Optional Payment Plan (OPP) (Continued)

(G) OPP for DS1 Service (Continued)

- (5) Upon expiration of an OPP, should the customer choose to convert to month-to-month rates, existing "Additional System" DS1s under the customer's OPP arrangement must also be converted to comply with the rules and regulations set forth in 7.6.1(D)(5). The customer will be required to submit ASRs to a disconnect existing service and establish new service. If no other changes are ordered, only the Initial Ordering Charge-Dedicated Access will apply per required ASR for the conversion. The ordering and installation of further "Additional System" DS1 services will be subject to the standard month-to-month arrangements.
- (6) For conversion of existing month-to-month DS1 service(s) to an OPP arrangement, the customer will be required to submit a change order ASR to convert to the OPP. No service or billing interruption will occur when a customer converts from month-to-month rates to an OPP. If no other changes to the service(s) are ordered, only the Subsequent Ordering Charge-Dedicated Access will apply per required ASR.

(7)

Termination Liability

See General Rules and Regulations, Section 2, in the Facilities for Intrastate Access Tariff. The following paragraph replaces paragraph 2 of the Termination Liability language in the General Rules and Regulations, Section 2, in the Facilities for Intrastate Access tariff for purposes of this tariff section.

Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased in excess of ten percent (10%) during the term period, exclusive of any increase due to local, state, or federal fees, taxes, or surcharges, the customer may terminate the service without incurring an early termination charge.

(D)
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 (D)
 (N)
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 (N)

(H) OPP for FT1 Service

A customer may change from DS1 OPP service to an FT1 OPP service subject to the following rate applications. Also, a customer may change the number of channels of an N x 56 Kbps or N x 64 Kbps service to another higher value of N (where N = 2, 4 or 6), subject to the following rate applications:

- The changed service will be subject to all appropriate nonrecurring charges.
- Termination liability charges as stated in Section 2.8 of this tariff will apply.

7.6.13 Digital Data Optional Payment Plan

(A) General

- (1) The regulations specified herein are applicable to specific facilities as indicated in the appropriate sections of this Tariff for channel services.
- (2) Facilities furnished under the Channel Services Payment Plan (CSPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.
- (3) The CSPP is a payment plan which allows customers to pay fixed or variable rates for channel service equipment and facilities over optional term commitment periods. A specific monthly rate applies for the duration of each period.

7. DEDICATED ACCESS SERVICES**7.6 Rate Regulations (Continued)****7.6.13 Digital Data Optional Payment Plan (Continued)****(B) Application of Rates and Charges**

- (1) (Reserved for future use) (D)
- (2) In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this Tariff. (D)
- (3) When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period.
- (4) Recurring rates and nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Channel Services, and are filed elsewhere in this Tariff.
- (5) Customer requests for inside moves of service will not affect the term commitment period.

(C) Additions

- (1) Facilities can be added to an existing system where capacity permits. New rates, charges and regulations as stated in the Channel Services section of the Tariff, for any period available under CSPP, may be selected at the rates currently in effect for new customers at the time of the addition.
- (2) Termination charges for premature disconnection of added term services will apply as set forth under Disconnects. (D)
- (3) (Reserved for future use)
- (4) Nonrecurring charges, as specified in this Tariff, will apply to the added channel services.

(D) Disconnects

- (1) Facilities disconnected from a system prior to the expiration date of the payment period of such services will require termination charges for premature disconnection if applicable.
- (2) The expiration date of the remaining facilities will not be affected.

(E) Moves of Equipment

- (1) The appropriate nonrecurring charges for inside moves for items associated with channel services as specified in this and other Tariffs are applicable. This type movement will not affect the term commitment period.

(F) Requests for Changes in Length of Optional Payment Period

- (1) Subsequent to the establishment of a term commitment with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by:
 - (a) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
 - No credit will be given for payments made during the formerly selected period.
 - The new payment period begins with the date requested. (T)
 - The termination liability in Section 7.6.12 of this tariff will apply.
 - Nonrecurring charges will not be reapplied.

7. DEDICATED ACCESS SERVICES**7.6 Rate Regulations (Continued)****7.6.13 Digital Data Optional Payment Plan (Continued)****(F) Requests for Changes in Length of Optional Payment Period (Continued)****(1) (Continued)**

(b) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:

- No credit will be given for payments made during the formerly selected period.
- The new payment period begins with the date requested.
- The Termination Liability in Section 7.6.12 of this tariff will apply.
- Nonrecurring charges will not be reapplied.

(T)

(G) Renewal Options

- (1) The Renewal Options found in Termination Liability, Section 2.8(C) of this tariff, will apply.
- (2) Any new services added at the time of renewal will be subject to all appropriate nonrecurring charges.
- (3) The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.

7.6.14 MetroLANTM Interoffice Channel**(A) Description**

MetroLANTM Interoffice Channel (MetroLANTM) provides DS1 transport between two or more serving wire centers located on a Telephone Company fiber optic ring. MetroLANTM interoffice channel is provided at a flat-rate per month charge per DS1 transport facility, regardless of the number of miles the circuit is routed on the fiber ring.

(B) Conversion of Existing DS1 Transport

Current DS1 Interoffice Channel can be replaced by MetroLANTM. For DS1 Interoffice Channel associated with a Local Channel provided under the Optional Payment Plan (OPP), the MetroLANTM term selected must be the same as the DS1 Local Channel(s). Where access to MetroLANTM is made via a multiplexing arrangement in a central office on the fiber ring (i.e., Voiceband to DS1), and there is no associated OPP DS1 Local Channel(s), then the MetroLANTM Month-to-Month rate will apply.

(C) Term Commitment

When MetroLANTM is ordered as part of new DS1 service, the MetroLANTM term must be the same as the term of the Local Channel portion of the DS1 OPP service. Customers with Month-to-Month DS1 Local Channels must select the Month-to-Month MetroLANTM term.

TM - Trademark of Verizon

7. DEDICATED ACCESS SERVICES**7.5 Description of Multiplexing Arrangements (Continued)**(J) DS3C to DS1 (USOC - MQT++)

An arrangement that multiplexes fifty-six DS1 digital circuits to a single DS3C digital circuit at a rate of 89.472 Mbps, or multiplexes a single DS3C digital circuit at a rate of 89.472 Mbps to fifty-six DS1 digital circuits.

(K) Group to DS1 (USOC - MQG++)

An arrangement that multiplexes two wideband analog groupband circuits to a single DS1 digital circuit at a rate of 1.544 Mbps, or multiplexes a single DS1 digital circuit at a rate of 1.544 Mbps to two wideband analog groupband circuits.

(L) Digital Data Carrier Multiplexer (USOC - QMU)

An arrangement that multiplexes a single DS1 1.544 Mbps digital circuit to twenty-three DSO digital ports for connection to either a subrate data multiplexer as described in 7.5(M) following or 56 Kbps digital circuits.

(M) Digital Data Subrate Multiplexer (USOC - QSU24; QSU48; QSU96)

Used with cascading multiplexing, the Digital Data Subrate Multiplexer is an arrangement that multiplexes the following quantities of subrate digital data circuits into a single DSO digital port: 1) twenty 2.4 Kbps, 2) ten 4.8 Kbps or 3) five 9.6 Kbps. In turn, the DSO digital port is then multiplexed to a single DS1 digital circuit using the Digital Data Carrier Multiplexer described in 7.5(L) preceding.

7.6 Rate Regulations

This section contains specific regulations governing the rates and charges that apply for Dedicated Access Service.

7.6.1 Types of Rates and Charges

The rates and charges are described as follows:

(A) Monthly Rates

Monthly rates are recurring charges that apply each month or fraction thereof that a Dedicated Access Service is provided. For billing purposes, each month is considered to have 30 days.

Digital Data Access Service is offered under two term commitment plans. Term commitment plan rates are available in payment periods from twenty-two to forty-two months and in payment periods from forty-three to sixty months under conditions specified in the Channel Services Payment Plan in 7.6.13 of this Tariff. In the event the customer terminates the service prior to the completion of the term commitment, the Termination Liability in Section ~~2.8~~ **7.6.12** of this tariff will apply. (T)

(B) (Reserved for Future Use)(C) (Reserved for Future Use)

7. DEDICATED ACCESS SERVICES

7.6 Rate Regulations (Continued)

7.6.12 Optional Payment Plan (OPP) (Continued)

(B) Changes in Length of OPP Period

Prior to the completion of the selected OPP period, the customer may elect to convert to a new OPP period of the same or different length, subject to the following conditions:

- No credit toward the new payment period will be given for payments made under the original OPP arrangement.
- Nonrecurring charges will not be reapplied for existing service(s).
- If the new OPP period is shorter in length than the time remaining under the existing OPP, the change to the new OPP period constitutes a disconnect of the existing OPP service and termination liability charges apply.

(C) Renewal Options

- (1) Conversion to a different OPP period will require the customer to submit a change order ASR. Conversion to a different OPP period will be allowed without application of any nonrecurring or ordering charges.
- (2) Conversion to month-to-month rates will be treated as a disconnect of service and establishment of new service. If no other changes are ordered, only the Initial Ordering Charge-Dedicated Access will apply per required ASR.

(D) Notification of Discontinuance

An ASR for discontinuance of an OPP arrangement must be received by the Telephone Company at least thirty (30) days prior to actual disconnect of service. Monthly charges will apply for a period of thirty (30) days from the date the Telephone Company receives disconnect notification or until the requested disconnect date, whichever period is longer.

(E) Upgrade to Higher Speed Service

Customers may elect to upgrade service(s) to a higher speed during an OPP period, subject to the following conditions:

- The upgraded service will be subject to all appropriate nonrecurring charges.
- Termination liability charges will apply as stated in Section 2.8 of this tariff.

(F) Termination Liability

~~In the event the customer terminates the service prior to the completion of the term commitment, the Termination Liability in Section 2.8 of this tariff will apply.~~

(D)
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(D)

See General Regulations, Section 2.8, in the Facilities for Intrastate Access Tariff. The following paragraph replaces paragraph 2 of the Termination Liability language in the General Regulations, Section 2.8, in the Facilities for Intrastate Access Tariff for purposes of this tariff section.

(N)
|
(N)

Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased in excess of ten percent (10%) during the term period, exclusive of any increase due to local, state or federal fees, taxes or surcharges, the customer may terminate the service without incurring an early termination charge.

7. DEDICATED ACCESS SERVICES

7.6 Rate Regulations (Continued)

7.6.12 Optional Payment Plan (OPP) (Continued)

(G) OPP for DS1 Service (Continued)

- (5) Upon expiration of an OPP, should the customer choose to convert to month-to-month rates, existing "Additional System" DS1s under the customer's OPP arrangement must also be converted to comply with the rules and regulations set forth in 7.6.1(D)(5). The customer will be required to submit ASRs to a disconnect existing service and establish new service. If no other changes are ordered, only the Initial Ordering Charge-Dedicated Access will apply per required ASR for the conversion. The ordering and installation of further "Additional System" DS1 services will be subject to the standard month-to-month arrangements.
- (6) For conversion of existing month-to-month DS1 service(s) to an OPP arrangement, the customer will be required to submit a change order ASR to convert to the OPP. No service or billing interruption will occur when a customer converts from month-to-month rates to an OPP. If no other changes to the service(s) are ordered, only the Subsequent Ordering Charge-Dedicated Access will apply per required ASR.
- (7) ~~The Telephone Company will only initiate revisions to the rates in 7.7.7(C) to reduce the currently effective monthly recurring charge. Rate changes may occur as a result of PSC action.~~

(D)
 |
 (D)
 (N)

Termination Liability

See General Rules and Regulations, Section 2, in the Facilities for Intrastate Access Tariff. The following paragraph replaces paragraph 2 of the Termination Liability language in the General Rules and Regulations, Section 2, in the Facilities for Intrastate Access tariff for purposes of this tariff section.

Early termination charges will apply only to those rate elements under a term commitment period. If any rates for the service are increased in excess of ten percent (10%) during the term period, exclusive of any increase due to local, state, or federal fees, taxes, or surcharges, the customer may terminate the service without incurring an early termination charge.

(N)

(H) OPP for FT1 Service

A customer may change from DS1 OPP service to an FT1 OPP service subject to the following rate applications. Also, a customer may change the number of channels of an N x 56 Kbps or N x 64 Kbps service to another higher value of N (where N = 2, 4 or 6), subject to the following rate applications:

- The changed service will be subject to all appropriate nonrecurring charges.
- Termination liability charges as stated in Section 2.8 of this tariff will apply.

7.6.13 Digital Data Optional Payment Plan

(A) General

- (1) The regulations specified herein are applicable to specific facilities as indicated in the appropriate sections of this Tariff for channel services.
- (2) Facilities furnished under the Channel Services Payment Plan (CSPP) are subject to all general regulations applicable to the provision of service by the Company as stated elsewhere in this Tariff except as noted herein.
- (3) The CSPP is a payment plan which allows customers to pay fixed or variable rates for channel service equipment and facilities over optional term commitment periods. A specific monthly rate applies for the duration of each period.

7. DEDICATED ACCESS SERVICES

7.6 Rate Regulations (Continued)7.6.13 Digital Data Optional Payment Plan (Continued)(B) Application of Rates and Charges

- (1) ~~The monthly rate applicable at the time a customer subscribes to Channel Service under a CSPP is not subject to Company initiated change during any optional payment period longer than one month.~~ (D)

(Reserved for future use)

- (2) In the event that all or any part of a service is disconnected at customer request prior to expiration of any selected payment period of greater than one month's duration, the customer will be required to pay a termination charge as stated in that service's section of this Tariff.
- (3) When customers renew or change the length of their payment period, the rates applicable for the new period are those currently in effect at the time of the renewal or change in the length of the payment period.
- (4) Recurring rates and nonrecurring charges apply according to the appropriate schedules for services offered as associated items to Channel Services, and are filed elsewhere in this Tariff.
- (5) Customer requests for inside moves of service will not affect the term commitment period.

(C) Additions

- (1) Facilities can be added to an existing system where capacity permits. New rates, charges and regulations as stated in the Channel Services section of the Tariff, for any period available under CSPP, may be selected at the rates currently in effect for new customers at the time of the addition.
- (2) Termination charges for premature disconnection of added term services will apply as set forth under Disconnects.
- (3) ~~Additions under CSPP are exempt from Company initiated rate changes for all payment periods longer than one month.~~

(Reserved for future use)

- (4) Nonrecurring charges, as specified in this Tariff, will apply to the added channel services. (D)

(D) Disconnects

- (1) Facilities disconnected from a system prior to the expiration date of the payment period of such services will require termination charges for premature disconnection if applicable.
- (2) The expiration date of the remaining facilities will not be affected.

(E) Moves of Equipment

- (1) The appropriate nonrecurring charges for inside moves for items associated with channel services as specified in this and other Tariffs are applicable. This type movement will not affect the term commitment period.

(F) Requests for Changes in Length of Optional Payment Period

- (1) Subsequent to the establishment of a term commitment with a CSPP period, and prior to the completion of that period, the existing payment period may be replaced by:
- (a) A currently offered payment period at the current rates, with a length equal to or longer than the time remaining in the existing service agreement, subject to the following conditions:
- No credit will be given for payments made during the formerly selected period.
 - The new payment period begins with the date requested.
 - The termination liability in Section ~~2.87.6.12~~ of this tariff will apply.
 - Nonrecurring charges will not be reapplied. (T)

7. DEDICATED ACCESS SERVICES**7.6 Rate Regulations (Continued)****7.6.13 Digital Data Optional Payment Plan (Continued)****(F) Requests for Changes in Length of Optional Payment Period (Continued)**

(1) (Continued)

(b) A currently offered payment period at the current rates, with a length shorter than the time remaining in the existing service agreement, subject to the following conditions:

- No credit will be given for payments made during the formerly selected period.
- The new payment period begins with the date requested.
- The Termination Liability in Section ~~2.8~~7.6.12 of this tariff will apply.
- Nonrecurring charges will not be reapplied.

(T)

(G) Renewal Options

(1) The Renewal Options found in Termination Liability, Section 2.8(C) of this tariff, will apply.

(2) Any new services added at the time of renewal will be subject to all appropriate nonrecurring charges.

(3) The Company may discontinue or change any or all renewal options with approval of the appropriate regulatory authority.

7.6.14 MetroLANTM Interoffice Channel**(A) Description**

MetroLANTM Interoffice Channel (MetroLANTM) provides DS1 transport between two or more serving wire centers located on a Telephone Company fiber optic ring. MetroLANTM interoffice channel is provided at a flat-rate per month charge per DS1 transport facility, regardless of the number of miles the circuit is routed on the fiber ring.

(B) Conversion of Existing DS1 Transport

Current DS1 Interoffice Channel can be replaced by MetroLANTM. For DS1 Interoffice Channel associated with a Local Channel provided under the Optional Payment Plan (OPP), the MetroLANTM term selected must be the same as the DS1 Local Channel(s). Where access to MetroLANTM is made via a multiplexing arrangement in a central office on the fiber ring (i.e., Voiceband to DS1), and there is no associated OPP DS1 Local Channel(s), then the MetroLANTM Month-to-Month rate will apply.

(C) Term Commitment

When MetroLANTM is ordered as part of new DS1 service, the MetroLANTM term must be the same as the term of the Local Channel portion of the DS1 OPP service. Customers with Month-to-Month DS1 Local Channels must select the Month-to-Month MetroLANTM term.

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