David ChristianAssistant Vice President
Regulatory Affairs Florida



106 E. College Ave Tallahassee, Florida 32301 Telephone 850-224-3963 Fax 850-222-2912 david.christian@verizon.com

April 13, 2005

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 is a new tariff page filed as part of our Verizon Florida Inc. Facilities for Intrastate Access Tariff.

Section 2 General Regulations Fourth Revised Page 5

The purpose of this filing is to clarify language regarding material and floor space at the customer's premises.

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:sv Attachments

2. GENERAL REGULATIONS

2.2 Use (Continued)

2.2.2 Interference of Impairment (Continued)

Except as provided for equipment or systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer, as appropriate, that temporary discontinuance of the use of FIA may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of FIA if such action is reasonable in the circumstances. In case of such temporary discontinuance the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of FIA as set forth in 2.4.4 following is not applicable.

2.2.3 Unlawful Use of FIA

The FIA are furnished subject to the condition that they will not be used for an unlawful purpose. FIA will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such FIA are being used in violation of law. The Telephone Company will refuse to furnish FIA when it has reasonable grounds to believe that such FIA will be used in violation of law.

2.3 Obligation of the Customer

2.3.1 **Damages**

The customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide FIA under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment. The amount of reimbursement shall be the actual cost of repair to the damaged facilities including labor costs as specified in 13.2(G) following.

2.3.2 Theft

The customer shall reimburse the Telephone Company for any loss through theft of facilities, apparatus, or equipment utilized to provide FIA under this tariff at the customer designated location or at the end user's premises. The amount of reimbursement shall be the actual cost for replacement of facilities, apparatus, or equipment lost, plus labor costs as specified in 13.2(G) following.

2.3.3 **Equipment Space and Power**

The customer shall furnish or arrange to have furnished to the Telephone Company at no charge, equipment space and electrical power and other structure or material required by the Telephone Company to provide FIA under this tariff at the points of termination of such FIA. (N) The equipment space provided shall meet industry standard environmental conditions. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, repairing or removing facilities of the Telephone Company.

2.3.4 Space and Power for Expanded Interconnection Service

Where available, the Telephone Company shall make available wire center or access tandem floor space and electrical power required by the customer for the provision of Expanded Interconnection Service at charges set forth in Section 17.

EFFECTIVE: April 28, 2005

ISSUED: April 13, 2005

2. GENERAL REGULATIONS

2.2 Use (Continued)

2.2.2 Interference of Impairment (Continued)

(B) Except as provided for equipment or systems subject to Part 68 of the FCC Rules and Regulations in 47 C.F.R. Paragraph 68.108, if such characteristics or methods of operation are not in accordance with (A) preceding, the Telephone Company will, where practicable, notify the customer, as appropriate, that temporary discontinuance of the use of FIA may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to preclude the Telephone Company's right to temporarily discontinue forthwith the use of FIA if such action is reasonable in the circumstances. In case of such temporary discontinuance the customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, allowance for interruption of FIA as set forth in 2.4.4 following is not applicable.

2.2.3 Unlawful Use of FIA

The FIA are furnished subject to the condition that they will not be used for an unlawful purpose. FIA will be discontinued if any law enforcement agency, acting within its apparent jurisdiction, advises in writing that such FIA are being used in violation of law. The Telephone Company will refuse to furnish FIA when it has reasonable grounds to believe that such FIA will be used in violation of law.

2.3 Obligation of the Customer

2.3.1 Damages

The customer shall reimburse the Telephone Company for damages to the Telephone Company facilities utilized to provide FIA under this tariff caused by the negligence or willful act of the customer, or resulting from the customer's improper use of the Telephone Company facilities, or due to malfunction of any facilities or equipment provided by other than the Telephone Company. Nothing in the foregoing provision shall be interpreted to hold one customer liable for another customer's actions. The Telephone Company will, upon reimbursement for damages, cooperate with the customer in prosecuting a claim against the person causing such damage and the customer shall be subrogated to the right of recovery by the Telephone Company for the damages to the extent of such payment. The amount of reimbursement shall be the actual cost of repair to the damaged facilities including labor costs as specified in 13.2(G) following.

2.3.2 Theft

The customer shall reimburse the Telephone Company for any loss through theft of facilities, apparatus, or equipment utilized to provide FIA under this tariff at the customer designated location or at the end user's premises. The amount of reimbursement shall be the actual cost for replacement of facilities, apparatus, or equipment lost, plus labor costs as specified in 13.2(G) following.

2.3.3 Equipment Space and Power

The customer shall furnish or arrange to have furnished to the Telephone Company at no charge, equipment space and electrical power <u>and other</u> (N) <u>structure or material</u> required by the Telephone Company to provide FIA under this tariff at the points of termination of such FIA. The equipment space provided shall meet industry standard environmental conditions. The selection of ac or dc power shall be mutually agreed to by the customer and the Telephone Company. The customer shall also make necessary arrangements in order that the Telephone Company will have access to such spaces at reasonable times for installing, repairing or removing facilities of the Telephone Company.

2.3.4 Space and Power for Expanded Interconnection Service

Where available, the Telephone Company shall make available wire center or access tandem floor space and electrical power required by the customer for the provision of Expanded Interconnection Service at charges set forth in Section 17.

EFFECTIVE: February 6, 1996

ISSUED: November 20, 1995

(M) Material has been moved to Page 5.1.