

**REQUEST TO ESTABLISH DOCKET**  
(Please Type)

<b>Date</b>	December 9, 2003	<b>Docket No.</b>	031097-TP
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<b>1. Division Name/Staff Name:</b>	CMP/ Casey, Bulecza-Banks
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<b>2. OPR:</b>	CMP/Casey, Bulecza-Banks
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<b>3. OCR:</b>	GCL/Dodson
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<b>4. Suggested Docket Title:</b>	Tariff Filing by BellSouth Telecommunications, Inc. requesting approval of a Bellsouth Tariff to establish the 311 NXX Code for non-emergency municipal use.
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**5. Suggested Docket Mailing List (attach separate sheet if necessary)**

**A. Provide NAMES OR ACRONYMS ONLY if a regulated company.**

**B. Provide COMPLETE NAME AND ADDRESS for all others. (Match representatives to companies.)**

**1. Parties and their representatives (if any):**

BellSouth Telecommunications, Inc.	

**2. Interested persons and their representatives (if any):**

NeuStar, Inc., Mr. Thomas Foley	
820 Riverbend Blvd.	
Longwood, Florida 32779	
Phone (407) 389-8929 - Fax (407) 682-1108	
thomas.foley@neustar.com	

**6. Check one:**

           Documentation is attached.

           Documentation will be provided with recommendation.

BellSouth Telecommunications, Inc.  
Regulatory & External Affairs  
150 South Monroe Street  
Suite 400  
Tallahassee, FL 32301-1556

marshall.criser@bellsouth.com

**Marshall M. Criser III**  
Vice President  
Regulatory & External Affairs

840 224 7798  
Fax 850 224 5073

December 8, 2003

Ms. Beth Salak  
Director of Competitive Markets and Enforcement  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, we are filing herewith revisions to our General Subscriber Service Tariff and Access Service Tariff. Following are the affected tariff pages:

General Subscriber Service Tariff

Section A13	- Second Revised Page 103
	- Original Revised Page 103.1
	- Original Revised Page 103.2
	- Original Revised Page 103.3
	- Third Revised Contents Page 10

The purpose of this filing is to implement 311 for Non-Emergency Municipal Use. The attachments constitute a comprehensive package that fulfills the basic requirements for supporting data specified in Rule 25-9.

Acknowledgement, date of receipt, and authority number of this filing are requested. A duplicate letter of transmittal is attached for this purpose. Your consideration and approval will be greatly appreciated.

Yours very truly,

*Marshall M. Criser III* *5/16*

Vice President – Regulatory

Attachments

## **EXECUTIVE SUMMARY**

### Proposed Tariff

The proposed tariff introduces 311 for Non-Emergency Municipal Use (311) in Florida. This offering is to be provided in compliance with FCC Order 97-51, CC Docket 92-105 that mandates 311 for public access to non-emergency local governmental services.

### Service Description

311 is provided through the use of existing central office-based network elements, which provide local or long distance calling in today's public switched network. This includes the originating central office, shared interoffice facilities (when required), switched access tandems (when required), the terminating central office, and the method of transport (PBX trunks, MHLG, etc.) to the subscriber.

Callers who dial 311 will be routed to a 7- or 10-digit local or toll free "point-to" number designated by the subscriber. Individual central offices (COs) will be pointed to the local 7- or 10-digit local number or toll free number, and all calls originating in those COs will be routed to the designated number. The subscriber determines the terminating number.

### Cost Impact

The rates for the 311 service cover costs.

## A13. MISCELLANEOUS SERVICE ARRANGEMENTS

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<b>A13.83 Reserved for Future Use</b>	<del>103</del> <u>103.4</u>	(N) (I)
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**A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

**A13.81 511 Dialing Service (Cont'd)**

**A13.81.2 Service Requirements and Conditions (Cont'd)**

- J. The Company may take all legal and practical steps to disassociate itself from 511 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

**A13.81.3 Obligations of the Competitive Local Exchange Carrier (CLEC)**

- A. In those instances where a CLEC provides the 511 to its end user within the local calling area, terms and conditions for 511 are as defined in the appropriate Interconnection Agreement.
  - 1. For purposes of providing a CLEC end user access to the 511 provider within the local calling area, appropriate arrangements must be made by the CLEC with the 511 provider serving the local calling area.
  - 2. A CLEC may negotiate the provision of directory listings as defined in the Interconnection Agreement.

**A13.81.4 Rates and Charges**

- A. Application of Rates
  - 1. Service Establishment charges shall apply per basic local calling area.
  - 2. 511 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 511 subscriber's designated premises.
  - 3. Applicable service order charges as specified in Section A4. of this Tariff will apply, in addition to the following rates.
  - 4. A Central Office Activation charge will apply per central office switch translated to the lead number.
  - 5. A charge will apply to changes to the point-to number at the subscriber's request, per 511 number-, per central office switch translated. (T)
- B. Charges applicable to the 511 Dialing Service Subscriber
  - 1. Service Establishment Charge

	Nonrecurring Charge	USOC
(a) Per Basic Local Calling Area	389.90	511ES
2. Central Office Activation		
(a) Per Central Office	182.00	511CC
3. Change of Point-to Number by Subscriber		
(a) Per Central Office	13.50	511AP

~~A13.82 Reserved for Future Use~~ (N)

~~A13.83 Reserved for Future Use~~ (N)

~~A13.84 Reserved for Future Use~~ (N)

(M)

Material previously appearing on this page now appears on page(s) 103.1 and 103.4 of this section.  
 All BellSouth marks contained herein and as set forth in the trademarks and servicemarks section of this Tariff are owned by BellSouth Intellectual Property Corporation.

ISSUED: December 8, 2003

EFFECTIVE: January 7, 2004

BY: Joseph P. Lacher, President -FL  
Miami, Florida

## A13. MISCELLANEOUS SERVICE ARRANGEMENTS

### A13.82 311 for Non-Emergency Municipal Use

(M)(N)

#### A13.82.1 General

(N)

- A. 311 for Non-Emergency Municipal Use ("311") is a three digit local dialing arrangement available in specified areas from BellSouth Telecommunications, Inc. ("Company"), for delivery of general information via voice grade facilities. The Federal Communications Commission (FCC) in CC Docket 92-105, assigned the 311 code for access to non-emergency police and other government agencies. The 311 subscriber must comply with any orders and rules pertaining to 311, adopted by the FCC in rulemaking proceeding CC Docket 92-105. Eligible customers that have already received 311 pursuant to the FCC requirements will be considered to be the assignee. (N)
- B. 311 is available from BellSouth in BellSouth Territory only. To provide access to 311 to end users in an independent company territory or to a Competitive Local Exchange Carriers (CLECs) end users per central office switch, the 311 subscriber must make appropriate arrangements with the independent company or CLEC serving that territory. The 311 subscriber should work separately with competing local providers to ascertain that its end user customers will be able to reach non-emergency police and other governmental agencies by dialing 311. (N)
- C. 311 will be assigned to the subscriber on a central office-by-central office basis, as facilities permit. If central offices are merged, and a 311 "point-to" number exists in both central offices, the 311 subscriber who established 311 first in time will be entitled to retain the 311 "point-to" number in the merged central office. (N)
- D. 311 for Non-Emergency Municipal Use is subject to the availability of 311 as an abbreviated dialing code and will be deployed by BellSouth on a "first come, first served" basis. (N)
- F. 311 for Non-Emergency Municipal Use can be accessed via regular exchange access lines (by individual business lines, PBX trunks, etc.) unless such lines invoke N11 dialing restrictions or other customized dialing restrictions. (N)
- F. Limitations and use of service as stated in Section A2, of this Tariff apply. (N)
- G. Directory Listings may be provided for 311 for Non-Emergency Municipal Use at rates and regulations as specified in Section A6, of this Tariff. (N)
- H. Access to 311 is not available to the following classes of service: (N)  
- Payphone Service Provider Telephones (PSPs) (N)  
- Hotel/Motel/Hospital Service (N)  
- 1+ (N)  
- 0+, 0- (Credit Card, Third-Party Billing, Collect Calls) (N)  
- Inmate Service (N)  
- 10XXXX (N)  
- Cellular - Type 2A (N)  
In addition, operator assisted calls to the 311 subscriber will not be completed. (N)
- I. The 311 subscriber is restricted from selling or transferring the 311 code to an unaffiliated entity without prior approval from the Company. (N)
- J. An "affiliate" of a 311 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 311 subscriber. The term "control" (including the terms "controlling", "controlled by, and under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. (N)  
If a 311 subscriber becomes an affiliate of or is acquired by another 311 subscriber through merger, acquisition, annexation or otherwise, then the affiliated subscribers must surrender all but one 311 number within 6 months of the merger or acquisition. (N)
- K. 311 will not provide calling number information in real time to the 311 subscriber. If the 311 subscriber needs this type of information, the 311 subscriber must subscribe to a compatible Calling Number Identification service in A13, preceding. (N)
- L. Calls to a disconnected 311 number will be routed to intercept announcement facilities for a maximum of 60 days, when the 311 subscriber is a Company subscriber. The announcement provided may refer the caller to another telephone number. (N)

Material appearing on this page previously appeared on page(s) 103 of this section.

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### A13. MISCELLANEOUS SERVICE ARRANGEMENTS

#### A13.82 311 for Non-Emergency Municipal Use (Cont'd)

##### A13.82.2 Service Requirements and Conditions

- A. All requests for 311 must be submitted in writing to the Public Service Commission. The Commission will allocate the 311 code in the specified central office based upon requirements and/or standards established by the FCC. (N)
- B. Within 30 days of the number assignment by the Public Service Commission, the 311 subscriber must initiate the request for service. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. The 311 subscriber will be billed the nonrecurring charge when the service is provisioned by the Company. (N)  
If during this period, the 311 subscriber has failed to establish service or decides to discontinue service establishment, the 311 number will be recalled and the number will be considered available for reassignment as specified in A. preceding. If the network has been provisioned for the subscriber, the nonrecurring charge will not be refunded or waived. (N)
- C. The 311 subscriber, must prior to provisioning of the service, sign a written acknowledgement of possible recall of the 311 number and an agreement to return the code upon receipt of 6 months written notice of such a recall from the Company and abide by all terms and conditions identified by the FCC in CC Docket 92-105 regarding the use and return of such 311 codes. If a recall is affected, the Company will work with all 311 subscribers affected by such recall to transfer their service arrangements, to a 7 or 10 digit dialing arrangement within the 6 month notice period. The 311 subscriber will be required to migrate to any standard access arrangement for information services subsequently agreed to by the industry and approved by the FCC. The 311 subscriber will be charged the appropriate tariff rates for the establishment of the new access arrangement. (N)
- D. Only one 7 or 10-digit local number or one 10-digit toll free number may be used as the lead number per central office. Appropriate rates from Sections A3. and A4., of this Tariff will apply. (N)
- E. The 311 is provided where facilities permit. (N)
- F. The 311 subscriber should work separately with cellular companies to ascertain whether Type 1 cellular customers will be able to reach non-emergency services provided by dialing 311. (N)
- G. The 311 subscriber should work separately with competitive local exchange companies to ascertain that its end user customers will be able to reach non-emergency services provided by dialing 311. (N)
- H. 311 will be provided under the following conditions. (N)
1. For network sizing and protection, the 311 subscriber must provide an estimate of annual call volumes, the expected busy hour and holding time for each call to 311. (N)
  2. The customer will subscribe to adequate telephone facilities initially and subsequently as may be required, in the judgment of the Company, to adequately handle calls to 311 without impairing the Company's general telephone service or telephone plant. It will be the intent of the Company to provide facilities designed to provide a call blocking probability of one call per hundred during normal busy hours for 311 Dialing Service. (N)
  3. The 311 subscriber is responsible for obtaining all necessary permission, licenses, written consents, waivers and releases and all other rights from all persons whose work, statements or performance are used in connection with the service, and from all holders of copyrights, trademarks, and patents used in connection with said service. (N)
  4. The 311 subscriber shall be liable for, and shall indemnify, protect, defend and save harmless the Company against all suits, actions, claims, demands and judgments, and of all costs, expenses and counsel fees incurred on account thereof, arising out of and resulting directly or indirectly from the service or in connection therewith, including, but not limited to, any loss, damage, expense or liability resulting from any infringement or claim of infringement, of any patent, trademark, copyright, or resulting from any claim of libel and slander. (N)
  5. Suspension of 311 as covered in Section A2. of this Tariff is not applicable for this service. (N)
  6. The 311 subscriber shall respond promptly to any and all complaints lodged with any regulatory authority against any service provided via the 311 number. If requested by the Company, the 311 subscriber shall assist the Company in responding to complaints made to the Company concerning the subscriber's 311 service. (N)
  2. A written notice will be sent to any 311 subscriber following oral notification when their service unreasonably interferes with or impairs other services rendered to the public by the Company or by other subscribers of 311 Service. If after notification the subscriber makes no modification in method of operation or in the service arrangements that are deemed service-protective by the Company, or if the subscriber is unwilling to accept the modifications, or if the subscriber continues to cause service impairment, the Company reserves the right, at any time, without further notice, to institute protective measure, up to and including termination of service. In an emergency situation as defined by the Company, the Company reserves the right, at any time, without notice, to institute protective measures up to and including termination of service. (N)

**A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

**A13.82 311 for Non-Emergency Municipal Use (Cont'd)**

**A13.82.2 Service Requirements and Conditions (Cont'd)**

- I. If a pre-recorded announcement is provided by the 311 subscriber, the following conditions apply. (N)
  - 1. The 311 subscriber will provide announcements. The Company will provide only the delivery of the call. (N)
  - 2. 311 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another 311 subscriber from sponsoring the same or similar announcement or recorded program service. (N)
  - 3. The provision of access to the 311 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network. (N)
  - 4. The 311 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses. (N)
  - 5. The 311 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises. (N)
- J. The Company may take all legal and practical steps to disassociate itself from 311 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users. (N)
- K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber. (N)
- L. The municipality ordering the service must establish procedures to deal with calls from those within the central office but outside of their jurisdiction. (N)

**A13.82.3 Obligations of the Competitive Local Exchange Carrier (CLEC)**

- A. In those instances where a CLEC provides the 311 to its end user per central office switch, terms and conditions for 311 are as defined in the appropriate Interconnection Agreement. (N)
  - 1. For purposes of providing a CLEC end user access to the 311 subscriber per central office switch, appropriate arrangements must be made by the CLEC with the 311 subscriber. (N)
  - 2. A CLEC may negotiate the provision of directory listings as defined in the Interconnection Agreement. (N)

**A13.82.4 Rates and Charges**

- A. Application of Rates (N)
  - 1. A Service Establishment charge shall apply per central office. (N)
  - 2. 311 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 311 subscriber's designated premises. (N)
  - 3. Applicable service order charges as specified in Section A4. of this Tariff will apply, in addition to the following rates. (N)
  - 4. A Central Office Activation charge will apply per central office switch translated to the lead number. (N)
  - 5. A charge will apply to changes to the point-to number at the subscriber's request, per 311 Dialing Service, per central office switch. (N)
- B. Charges applicable to the 311 For Non-Emergency Municipal Use Subscriber (N)
  - 1. Service Establishment Charge (N)

	<u>Nonrecurring</u>	
	<u>Charge</u>	<u>USOC</u>
(a) <u>Per Central Office</u>	<u>\$536.00</u>	<u>311SE</u>
2. <u>Central Office Activation</u>		
(a) <u>Per Central Office</u>	<u>13400</u>	<u>311CC</u>
3. <u>Change of Point-to Number by Subscriber</u>		
(a) <u>Per Central Office</u>	<u>4.00</u>	<u>311AP</u>



BELLSOUTH  
TELECOMMUNICATIONS, INC.  
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF

Original Page 103.4

ISSUED: December 8, 2003

EFFECTIVE: January 7, 2004

BY: Joseph P. Lacher, President -FL,  
Miami, Florida

### **A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

**A13.83 Reserved For Future Use**

(M)

**A13.84 Reserved For Future Use**

(M)

Material appearing on this page previously appeared on page(s) 103 of this section.

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## A13. MISCELLANEOUS SERVICE ARRANGEMENTS

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### A13. MISCELLANEOUS SERVICE ARRANGEMENTS

#### A13.81 511 Dialing Service (Cont'd)

##### A13.81.2 Service Requirements and Conditions (Cont'd)

- J. The Company may take all legal and practical steps to disassociate itself from 511 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users.
- K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber.

##### A13.81.3 Obligations of the Competitive Local Exchange Carrier (CLEC)

- A. In those instances where a CLEC provides the 511 to its end user within the local calling area, terms and conditions for 511 are as defined in the appropriate Interconnection Agreement.
  - 1. For purposes of providing a CLEC end user access to the 511 provider within the local calling area, appropriate arrangements must be made by the CLEC with the 511 provider serving the local calling area.
  - 2. A CLEC may negotiate the provision of directory listings as defined in the Interconnection Agreement.

##### A13.81.4 Rates and Charges

- A. Application of Rates
  - 1. Service Establishment charges shall apply per basic local calling area.
  - 2. 511 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 511 subscriber's designated premises.
  - 3. Applicable service order charges as specified in Section A4. of this Tariff will apply, in addition to the following rates.
  - 4. A Central Office Activation charge will apply per central office switch translated to the lead number.
  - 5. A charge will apply to changes to the point-to number at the subscriber's request, per 511 number, per central office switch translated.
- B. Charges applicable to the 511 Dialing Service Subscriber
  - 1. Service Establishment Charge

	Nonrecurring Charge	USOC
(a) Per Basic Local Calling Area	389.90	511ES
2. Central Office Activation		
(a) Per Central Office	182.00	511CC
3. Change of Point-to Number by Subscriber		
(a) Per Central Office	13.50	511AP

(1)

(M)

### A13. MISCELLANEOUS SERVICE ARRANGEMENTS

#### A13.82 311 for Non-Emergency Municipal Use

(M)(N)

##### A13.82.1 General

(N)

- A. 311 for Non-Emergency Municipal Use ("311") is a three digit local dialing arrangement available in specified areas from BellSouth Telecommunications, Inc. ("Company"), for delivery of general information via voice grade facilities. The Federal Communications Commission (FCC) in CC Docket 92-105, assigned the 311 code for access to non-emergency police and other government agencies. The 311 subscriber must comply with any orders and rules pertaining to 311, adopted by the FCC in rulemaking proceeding CC Docket 92-105. Eligible customers that have already received 311 pursuant to the FCC requirements will be considered to be the assignee. (N)
- B. 311 is available from BellSouth in BellSouth Territory only. To provide access to 311 to end users in an independent company territory or to a Competitive Local Exchange Carriers (CLECs) end users per central office switch, the 311 subscriber must make appropriate arrangements with the independent company or CLEC serving that territory. The 311 subscriber should work separately with competing local providers to ascertain that its end user customers will be able to reach non-emergency police and other governmental agencies by dialing 311. (N)
- C. 311 will be assigned to the subscriber on a central office-by-central office basis, as facilities permit. If central offices are merged, and a 311 "point-to" number exists in both central offices, the 311 subscriber who established 311 first in time will be entitled to retain the 311 "point-to" number in the merged central office. (N)
- D. 311 for Non-Emergency Municipal Use is subject to the availability of 311 as an abbreviated dialing code and will be deployed by BellSouth on a "first come, first served" basis. (N)
- E. 311 for Non-Emergency Municipal Use can be accessed via regular exchange access lines (by individual business lines, PBX trunks, etc.) unless such lines invoke N11 dialing restrictions or other customized dialing restrictions. (N)
- F. Limitations and use of service as stated in Section A2. of this Tariff apply. (N)
- G. Directory Listings may be provided for 311 for Non-Emergency Municipal Use at rates and regulations as specified in Section A6. of this Tariff. (N)
- H. Access to 311 is not available to the following classes of service: (N)
- Payphone Service Provider Telephones (PSPs) (N)
  - Hotel/Motel/Hospital Service (N)
  - 1+ (N)
  - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls) (N)
  - Inmate Service (N)
  - 101XXXX (N)
  - Cellular - Type 2A (N)
- In addition, operator assisted calls to the 311 subscriber will not be completed. (N)
- I. The 311 subscriber is restricted from selling or transferring the 311 code to an unaffiliated entity without prior approval from the Company. (N)
- J. An "affiliate" of a 311 subscriber is any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the 311 subscriber. The term "control" (including the terms "controlling", "controlled by, and under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise. (N)
- If a 311 subscriber becomes an affiliate of or is acquired by another 311 subscriber through merger, acquisition, annexation or otherwise, then the affiliated subscribers must surrender all but one 311 number within 6 months of the merger or acquisition. (N)
- K. 311 will not provide calling number information in real time to the 311 subscriber. If the 311 subscriber needs this type of information, the 311 subscriber must subscribe to a compatible Calling Number Identification service in A13. preceding. (N)
- L. Calls to a disconnected 311 number will be routed to intercept announcement facilities for a maximum of 60 days, when the 311 subscriber is a Company subscriber. The announcement provided may refer the caller to another telephone number. (N)

Material appearing on this page previously appeared on page(s) 103 of this section.

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**A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

**A13.82 311 for Non-Emergency Municipal Use (Cont'd)**

**A13.82.2 Service Requirements and Conditions (Cont'd)**

- I. If a pre-recorded announcement is provided by the 311 subscriber, the following conditions apply. (N)
  - 1. The 311 subscriber will provide announcements. The Company will provide only the delivery of the call. (N)
  - 2. 311 subscriber's sponsorship of any particular announcement of recorded program service shall not preclude another 311 subscriber from sponsoring the same or similar announcement or recorded program service. (N)
  - 3. The provision of access to the 311 network by the Company for the transmission of announcement or recorded program services is subject to availability of such facilities and the requirements of the local exchange network. (N)
  - 4. The 311 subscriber assumes all financial responsibility for all costs involved in providing announcement or recorded program services including, but not limited to, the recorder-announcement equipment producing the recording, advertising and promotional expenses. (N)
  - 5. The 311 subscriber assumes, according to other specific rates and charges under tariff, all financial responsibility for all facilities required to connect the recorder-announcement equipment located on the subscriber's premises. (N)
- J. The Company may take all legal and practical steps to disassociate itself from 311 subscribers providing services whose business and/or public conduct (whether demonstrated or proposed) is of a type that in the Company's discretion generates unacceptable levels of complaints by end users. (N)
- K. In no event shall the Company be liable for any losses or damages of any kind resulting from the unavailability of its equipment or facilities or for any act, omission or failure of performance by the Company, or its employees, or agents, in connection with this Tariff. The Company shall not be responsible for calls that cannot be completed as a result of repair or maintenance difficulties on Company facilities and equipment nor on equipment owned or leased by the subscriber. (N)
- L. The municipality ordering the service must establish procedures to deal with calls from those within the central office but outside of their jurisdiction. (N)

**A13.82.3 Obligations of the Competitive Local Exchange Carrier (CLEC)**

- A. In those instances where a CLEC provides the 311 to its end user per central office switch, terms and conditions for 311 are as defined in the appropriate Interconnection Agreement. (N)
  - 1. For purposes of providing a CLEC end user access to the 311 subscriber per central office switch, appropriate arrangements must be made by the CLEC with the 311 subscriber. (N)
  - 2. A CLEC may negotiate the provision of directory listings as defined in the Interconnection Agreement. (N)

**A13.82.4 Rates and Charges**

- A. Application of Rates (N)
  - 1. A Service Establishment charge shall apply per central office. (N)
  - 2. 311 subscribers will pay the normal tariffed charges for the local exchange access arrangements (e.g., PBX trunks, Centrex Type Services lines, etc.) used for transporting and terminating messages at the 311 subscriber's designated premises (N)
  - 3. Applicable service order charges as specified in Section A4. of this Tariff will apply, in addition to the following rates. (N)
  - 4. A Central Office Activation charge will apply per central office switch translated to the lead number. (N)
  - 5. A charge will apply to changes to the point-to number at the subscriber's request, per 311 Dialing Service, per central office switch. (N)
- B. Charges applicable to the 311 For Non-Emergency Municipal Use Subscriber (N)
  - 1. Service Establishment Charge (N)

	Nonrecurring Charge	USOC	
(a) Per Central Office	\$536.00	311SE	(N)
2. Central Office Activation			(N)
(a) Per Central Office	13400	311CC	(N)
3. Change of Point-to Number by Subscriber			(N)
(a) Per Central Office	4.00	311AP	(N)

BELLSOUTH  
TELECOMMUNICATIONS, INC  
FLORIDA  
ISSUED: December 8, 2003  
BY: Joseph P. Lacher, President -FL  
Miami, Florida

GENERAL SUBSCRIBER SERVICE TARIFF

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**A13. MISCELLANEOUS SERVICE ARRANGEMENTS**

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(M)

**A13.84 Reserved For Future Use**

(M)

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