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October 14, 2010

Beth Salak, Director
Division of Regulatory Analysis
Florida Public Service Commission
Attn: Tariff Section
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

Dear Ms. Salak:

Pursuant to Florida Statute 364.051, attached for filing with the Commission are the following pages of the General Subscriber Service Tariff:

General Subscriber Service Tariff

- Section A13 - First Revised Page 103.1
- First Revised Page 103.2
- First Revised Page 103.3
- Original Page 103.3.1

The purpose of this filing is to provide for a new option utilizing AIN technology and Zip Code Routing for 311 for Non-Emergency Municipal Use subscribers. The effective date of this tariff modification is October 15, 2010.

Acknowledgment, date of receipt and authority number of this filing are requested.

Your consideration and approval will be appreciated.

Yours very truly,

Jerry D. Hendrix (slg)

Regulatory Vice President

Attachments

EXECUTIVE SUMMARY

Description of Proposed Tariff

The purpose of this General Subscriber Service Tariff filing is to introduce a new option for 311 for Non-Emergency Municipal Use subscribers utilizing AIN technology and Zip Code Routing. Existing 311 service, utilizing standard switch-based RCF technology, will remain an option at current rates and charges for 311 for Non-Emergency Municipal Use subscribers

Revenue Impact

The new option will cover its costs to provide the service.

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.~~ (CN)
- 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. (TN)
- 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.~~ (TN)
- H. Access to 311 ~~is~~may not be available to the following classes of service: (TN)
- 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)
- M. 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 except in service designs utilizing 311 AIN Zip Code Routing. 311 AIN Zip Code Routing will allow more than one 311 subscriber to utilize the same central office. (N)
- N. 311 arrangements are provided via standard switched based RCF technology or alternatively utilizing 311 AIN Zip Code Routing at the 311 subscriber's option. (N)

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

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~~ISSUED: October 14, 2010~~ISSUED: December 8, 2003

~~EFFECTIVE: October 15, 2010~~EFFECTIVE: January 7, 2004

~~BY: Marshall M. Criser III, President -FL~~BY: Joseph P. Laeher, President -FL
Miami, Florida

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 ~~via service order~~ to the Company. The Company will assign the 311 code in the specified central offices based upon standards established by the FCC and on a "first come, first served" basis. 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.~~ (CN)
- B. The subscriber must activate the service within six (6) months of the service order date. Failure to activate can result in the reassignment of the number. (TN)
- 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 six (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 six (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. (TN)
- 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 or per zip code if utilizing 311 AIN Zip Code Routing. Appropriate rates from Sections A3. and A4., ~~of this Tariff~~ will apply. (CN)
- E. The standard 311 arrangement and the 311 AIN Zip Code Routing arrangement ~~is~~are provided where facilities permit. (CN)
- 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 liable and slander. (N)
 - 5. Suspension of 311 as covered in Section A2. ~~of this Tariff~~ is not applicable for this service. (TN)
 - 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)
 - 7. 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.
 - 1. The 311 subscriber will provide announcements. The Company will provide only the delivery of the call.
 - 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.
 - 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.
 - 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.
 - 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.
- 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.
- 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.
- L. The municipality ordering the service must establish procedures to deal with calls from those within the central office but outside of their jurisdiction.

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.
 - 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.
 - 2. A CLEC may negotiate the provision of directory listings as defined in the Interconnection Agreement.

A13.82.4 Rates and Charges

- A. Application of Rates
 - 1. A Service Establishment charge shall apply ~~per central office~~ as specified following.
 - 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.
 - 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. For 311 Arrangements utilizing standard switch-based RCF technology, Aa charge will apply ~~to-for~~ changes to the point-to number at the subscriber's request, per 311 Dialing Service, per central office switch.
 - 6. For 311 arrangements utilizing 311 AIN Zip Code Routing, a table change charge will apply.
 - 7. Usage charges are applicable for 311 arrangements utilizing 311 AIN Zip Code Routing.

~~B. Charges applicable to the 311 For Non-Emergency Municipal Use Subscriber~~

~~1. Service Establishment Charge~~

| | Nonrecurring Charge | USOC | |
|---|--------------------------------|--------------|-----|
| (a) Per Central Office | \$536.00 | 311SE | (N) |
| 2. Central Office Activation | | | (N) |
| (a) Per Central Office | 134.00 | 311CC | (N) |

Material previously appearing on this page now appears on page(s) 103.3.1 of this section.

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BELLSOUTH
TELECOMMUNICATIONS, INC.
FLORIDA

GENERAL SUBSCRIBER SERVICE TARIFF First Revised Page 103.3~~Original Page 103.3~~
Cancels Original Page 103.3

ISSUED: October 14, 2010~~ISSUED: December 8, 2003~~

EFFECTIVE: October 15, 2010~~EFFECTIVE: January 7, 2004~~

BY: Marshall M. Criser III, President -FL~~BY: Joseph P. Lacher, President -FL~~
Miami, Florida

3. ~~Change of Point to Number by Subscriber~~

(a) ~~Per Central Office~~

4.00

311AP

(N)

(N)

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BY: Marshall M. Criser III, President - FL ~~BY: Joseph P. Lacher, President - FL~~
Miami, Florida

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

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

A13.82.4 Rates and Charges (Cont'd)

B. Charges applicable to the 311 For Non-Emergency Municipal Use Subscriber *utilizing standard switch-based RCF technology.* (M)(T)

| | | | | |
|--|--|---------------------|-------------|-----|
| 1. Service Establishment Charge | | | | (M) |
| | | <u>Nonrecurring</u> | | |
| | | <u>Charge</u> | <u>USOC</u> | |
| (a) Per Central Office | | \$536.00 | 311SE | (M) |
| 2. Central Office Activation | | | | (M) |
| (a) Per Central Office | | 134.00 | 311CC | (M) |
| 3. Change of Point-to Number by Subscriber | | | | (M) |
| (a) Per Central Office | | 4.00 | 311AP | (M) |

C. Charges applicable to the 311 For Non-Emergency Municipal Use Subscriber utilizing 311 AIN Zip Code Routing. (N)

| | | | | | |
|---------------------------------|--|---------------------|----------------|-------------------|-------------|
| 1. Service Establishment Charge | | | | | (N) |
| | | <u>Nonrecurring</u> | <u>Monthly</u> | <u>Usage Rate</u> | <u>USOC</u> |
| | | <u>Charge</u> | <u>Rate</u> | | |
| (a) Per Arrangement | | \$10,000.00 | \$ 1,000.00 | : | 3NE |
| 2. Central Office Activation | | | | | (N) |
| (a) Per Central Office | | 2,000.00 | : | : | NR93N |
| 3. Usage | | | | | (N) |
| (a) Per Completed Incoming Call | | : | : | \$.11 | : |
| 4. Table Change | | | | | (N) |
| (a) Per Request | | 5,000.00 | : | : | REAK1 |

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A13. MISCELLANEOUS SERVICE ARRANGEMENTS

A13.82 311 for Non-Emergency Municipal Use

A13.82.1 General

- 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.
- 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.
- C. 311 will be assigned to the subscriber on a central office-by-central office basis, as facilities permit. (C)
- 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.
- 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.
- F. Limitations and use of service as stated in Section A2. apply. (T)
- G. Directory Listings may be provided for 311 for Non-Emergency Municipal Use at rates and regulations as specified in Section A6. (T)
- H. Access to 311 *may not be* available to the following classes of service: (T)
- Payphone Service Provider Telephones (PSPs)
 - Hotel/Motel/Hospital Service
 - 1+
 - 0+, 0- (Credit Card, Third-Party Billing, Collect Calls)
 - Inmate Service
 - 101XXXX
 - Cellular - Type 2A
- In addition, operator assisted calls to the 311 subscriber will not be completed.
- I. The 311 subscriber is restricted from selling or transferring the 311 code to an unaffiliated entity without prior approval from the Company.
- 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.
- 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.
- 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.
- 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.
- M. 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 except in service designs utilizing 311 AIN Zip Code Routing. 311 AIN Zip Code Routing will allow more than one 311 subscriber to utilize the same central office. (N)
- N. 311 arrangements are provided via standard switched based RCF technology or alternatively utilizing 311 AIN Zip Code Routing at the 311 subscriber's option. (N)

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 to the Company. The Company will assign the 311 code in the specified central offices based upon standards established by the FCC and on a "first come, first served" basis. The Company will provision the subscriber's order within a reasonable time, given the complexity of the order. (C)
- B. The subscriber must activate the service within *six* (6) months of the service order date. Failure to activate can result in the reassignment of the number. (T)
- 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 *six* (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 *six* (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 rates for the establishment of the new access arrangement. (T)
- 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 *or per zip code if utilizing 311 AIN Zip Code Routing*. Appropriate rates from Sections A3. and A4., will apply. (C)
- E. The *standard 311 arrangement and the 311 AIN Zip Code Routing arrangement are* provided where facilities permit. (C)
- 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.
- 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.
- H. 311 will be provided under the following conditions.
 - 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.
 - 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.
 - 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.
 - 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 liable and slander.
 - 5. Suspension of 311 as covered in Section A2. is not applicable for this service. (T)
 - 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.
 - 7. 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.

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.
 - 1. The 311 subscriber will provide announcements. The Company will provide only the delivery of the call.
 - 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.
 - 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.
 - 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.
 - 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.
- 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.
- 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.
- L. The municipality ordering the service must establish procedures to deal with calls from those within the central office but outside of their jurisdiction.

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.
 - 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.
 - 2. A CLEC may negotiate the provision of directory listings as defined in the Interconnection Agreement.

A13.82.4 Rates and Charges

- A. Application of Rates
 - 1. A Service Establishment charge shall apply *as specified following*. (T)
 - 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.
 - 3. Applicable service order charges as specified in Section A4. will apply, in addition to the following rates. (T)
 - 4. A Central Office Activation charge will apply per central office switch translated. (C)
 - 5. *For 311 Arrangements utilizing standard switch-based RCF technology, a* charge will apply *for* changes to the point-to-number at the subscriber's request, per 311 Dialing Service, per central office switch. (C)
 - 6. For 311 arrangements utilizing 311 AIN Zip Code Routing, a table change charge will apply. (N)
 - 7. Usage charges are applicable for 311 arrangements utilizing 311 AIN Zip Code Routing. (N)
(M)

Material previously appearing on this page now appears on page(s) 103.3.1 of this section.

ISSUED: October 14, 2010
 BY: Marshall M. Criser III, President -FL
 Miami, Florida

EFFECTIVE: October 15, 2010

A13. MISCELLANEOUS SERVICE ARRANGEMENTS

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

A13.82.4 Rates and Charges (Cont'd)

B. Charges applicable to the 311 For Non-Emergency Municipal Use Subscriber *utilizing standard switch-based RCF technology.* (M)(T)

| | | | | | |
|----|---|--------------------------------|--|--------------|-----|
| 1. | Service Establishment Charge | | | | (M) |
| | | Nonrecurring Charge | | USOC | |
| | (a) Per Central Office | \$536.00 | | 311SE | (M) |
| 2. | Central Office Activation | | | | (M) |
| | (a) Per Central Office | 134.00 | | 311CC | (M) |
| 3. | Change of Point-to Number by Subscriber | | | | (M) |
| | (a) Per Central Office | 4.00 | | 311AP | (M) |

C. Charges applicable to the 311 For Non-Emergency Municipal Use Subscriber utilizing 311 AIN Zip Code Routing. (N)

| | | | | | | |
|----|---------------------------------|--------------------------------|-------------------------|-------------------|--------------|-----|
| 1. | Service Establishment Charge | | | | | (N) |
| | | Nonrecurring Charge | Monthly Rate | Usage Rate | USOC | |
| | (a) Per Arrangement | \$10,000.00 | \$ 1,000.00 | - | 3NE | (N) |
| 2. | Central Office Activation | | | | | (N) |
| | (a) Per Central Office | 2,000.00 | - | - | NR93N | (N) |
| 3. | Usage | | | | | (N) |
| | (a) Per Completed Incoming Call | - | - | \$.11 | - | (N) |
| 4. | Table Change | | | | | (N) |
| | (a) Per Request | 5,000.00 | - | - | REAK1 | (N) |

Material appearing on this page previously appeared on page(s) 103.3 of this section.

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