

BellSouth Telecommunications, Inc. 404-829-7497
2180 Lake Boulevard N.E.
5C73
Atlanta, Georgia 30319

Jennette C. Fields
Tariff Administrator

December 11, 2003

Application No. 142

Secretary
Federal Communications Commission
Washington, D.C. 20554

Attention: Wireline Competition Bureau

Application is hereby made by BellSouth Telecommunications, Inc. (hereinafter BellSouth), for Special Permission to waive Sections 61.58 and 61.59 of the Commission's Rules in order to withdraw without becoming effective Transmittal No. 762.

On December 1, 2003, in Transmittal No. 762, BellSouth made revisions to Tariff F.C.C. No. 1, to increase the minimum service period for BellSouth DS1 High Capacity (a.k.a. BellSouth SPA DS1) service from one month to four months. Transmittal No. 762 is scheduled to become effective on December 16, 2003.

With this application, BellSouth is voluntarily withdrawing Transmittal 762 pursuant to discussion with the Commission's Staff. BellSouth does plan to re-file revisions to Tariff F.C.C. No. 1, in the near future, to revise the minimum service period for BellSouth DS1 High Capacity (a.k.a. BellSouth SPA DS1) service. Illustrative tariff pages are attached for your review.

A waiver of Section 61.58 is requested to permit the revised tariff material to become effective on not less than 1 day's notice. A waiver of Section 61.59 is requested to permit revisions to tariff material that has not yet become effective.

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In accordance with Section 61.153(b), the original application letter, the Federal Communications Commission Form 159 and credit card payment of the filing fee in the amount of \$695.00 were provided to Capital Filing Specialists, LLC, for delivery to Mellon Bank, Pittsburgh, Pennsylvania on December 11, 2003 under FRN: 0007-1713-58.

All correspondence and inquiries in connection with this application should be addressed to Mr. Glenn Reynolds at BellSouth D.C., Inc. Suite 900, 1133 21st Street, N.W., Washington D.C. 20036, (202) 463-4114.

Yours truly,

A handwritten signature in cursive script that reads "Jennette C. Fields".

Jennette Fields

Attachments

Illustrative Tariff Pages

ACCESS SERVICE

5 - Ordering Options for BellSouth SWA and Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

5.6 Minimum Period

- (A) Except as set forth in (B), (C), 7.4.27, 9.1.4(A), 13.3.5(C)(1)(b), (c) and (d), and 29.1.4 following, the minimum period for which charges are applicable for Access Service is one month. (S)(x)
- (B) The minimum period for part-time Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video), DS3 Digital Video (a.k.a. BellSouth SPA DS3 Digital Video) and Program Audio (a.k.a. BellSouth SPA Program Audio) Special Access (a.k.a. BellSouth SPA) services is one day even though the service will be provided only for the duration of the event specified on the order (e.g., one-half hour, two hours, five hours, etc.).
- (C) The minimum period for BellSouth Remote Access Service is twelve months.
- (D) Service Rearrangements as set forth in Sections 6.7.1(D)(3), 7.4.1(C)(3) and 29.1.7(B)(1) and Transfer of Service as set forth in Sections 6.7.1(D)(4), 7.4.1(C)(4) and 29.1.7(B)(2) of this Tariff for BellSouth SWA, Special Access (a.k.a. BellSouth SPA) services and Optical Transport Access services respectively, may be made without a change in minimum period requirements. (T)
- (E) Changes, other than those identified in Sections 6.7.1(D)(3) and (4) and 7.4.1(C)(3) and (4) and 29.1.7(B)(1) and (2) of this Tariff, will be treated as a discontinuance of the existing service and an installation of a new service. All associated nonrecurring charges will apply for the new service. A new minimum period will be established for the new service. The customer will also remain responsible for all outstanding minimum period obligations associated with the disconnected service. (T)
- The changes listed below are those that will be treated as a discontinuance and installation of service and for which a new minimum period will be established.
- (1) A move to a different building as set forth in Sections 6.7.7, 7.4.5 or 29.1.7 of this Tariff. (T)
- (2) A change in type of service (i.e., BellSouth SWA to Special Access (a.k.a. BellSouth SPA), one type of Special Access (a.k.a. BellSouth SPA) service to another, or one type of BellSouth SWA Access service to another except as set forth in Section 6.7.6 of this Tariff). (T)
- (3) A change in the type of BellSouth SWA Local Channel, Special Access (a.k.a. BellSouth SPA) Service Local Channel or Optical Transport Access Service Wavelength Channel.
- (x) Pursuant to Special Permission No. 03- , withdraws material filed under Transmittal No. 762 on December 1, 2003 and reinstates currently effective material.

EFFECTIVE: DECEMBER 11, 2003

ACCESS SERVICE

6 - BellSouth SWA Service (Cont'd)

6.7 Rate Regulations (Cont'd)

6.7.2 Minimum Periods

Switched Access Service is provided for a minimum period of one month, with the exception of BellSouth Remote Access Service, which is provided for a minimum period of twelve months.

(S)(x)

6.7.3 (Reserved For Future Use)

6.7.4 Minimum Monthly Charge

BellSouth SWA service is subject to a minimum monthly charge. The minimum charge applies for the total capacity provided. The minimum monthly charge is determined as follows:

The minimum monthly charge for the BellSouth SWA Transport, Local Switching, and the Information Surcharge rate elements is the sum of the charges set forth in 6.8.1(A), 6.8.2(A) and 6.8.4 following.

6.7.5 (Reserved For Future Use)

6.7.6 Change of Service Category Type

Changes from one type of Service Category to another will be treated as a discontinuance of one type of service and a start of another. Nonrecurring charges will apply, with three exceptions.

- (1) When a customer upgrades a BellSouth SWA FGA or BellSouth SWA FGB/BellSouth SWA TSBSA 1 service to a BellSouth SWA FGD or BellSouth SWA TSBSA 3 service, the nonrecurring charges will not apply if the following conditions are met:
 - (a) The same customer premises is maintained, and
 - (b) The disconnections of BellSouth SWA FGA and the start of BellSouth SWA FGD or BellSouth SWA TSBSA 3 service are within the same LATA; or the disconnections of BellSouth SWA FGB or BellSouth SWA TSBSA 1 service and the start of BellSouth SWA FGD or BellSouth SWA TSBSA 3 service are within the same tandem subtending area.
 - (c) In instances of BellSouth SWA FGA upgrades to BellSouth SWA FGD, to obtain credit for BellSouth SWA FGD office to equal access.
- (x) Pursuant to Special Permission No. 03- , withdraws material filed under Transmittal No. 762 on December 1, 2003 and reinstates currently effective material.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: DECEMBER 11, 2003

TARIFF F.C.C. NO. 1
24TH REVISED PAGE 7-79
CANCELS 23RD REVISED PAGE 7-79

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ACCESS SERVICE

7 - Special Access (a.k.a. BellSouth SPA) Service (Cont'd)

7.4 Rate Regulations (Cont'd)

7.4.3 Message Station Equipment Recovery Charge (Cont'd)

Pursuant to CC Docket 83-1145 Memorandum Opinion and Order adopted by the Federal Communications Commission on November 8, 1984 and released on November 9, 1984, this charge is assessed only to those customers to which the Special Access (a.k.a. BellSouth SPA) Surcharge applies. The rate for the Message Station Equipment Recovery Charge is set forth in 7.5.10 following.

7.4.4 Minimum Periods

The minimum service period for all services is one month except as specified following. The minimum service period for part-time and occasional Broadcast Quality Video (a.k.a. BellSouth SPA Broadcast Quality Video), DS3 Digital Video (a.k.a. BellSouth SPA DS3 Digital Video) and Program Audio (a.k.a. BellSouth SPA Program Audio) services is one day (i.e., a continuous 24-hour period, not limited to a calendar day). The minimum service period for ICB Services is specified in the Individual Case Basis Filing. The minimum service period for SMARTRing service (a.k.a. BellSouth SPA Dedicated Ring) is four months. The minimum service periods for LightGate service (a.k.a. BellSouth SPA Point to Point Network) are specified in 7.4.9 following. The minimum service period for DS1 Alternate Serving Wire Center Service is 12 months. The minimum service period for SMARTPath service (a.k.a. BellSouth SPA DS1 Shared Ring) is four months. The minimum service period for SMARTPath DS3 Transport (a.k.a. BellSouth SPA DS3 Shared Ring) service is 12 months.

(S)(x)
(S)(x)
(S)(x)

-
- (x) Pursuant to Special Permission No. 03- , withdraws material filed under Transmittal No. 762 on December 1, 2003 and reinstates currently effective material.