

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

Jennette C. Fields
Tariff Administrator

April 14, 2004

Application No. 149

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. 805.

On April 5, 2005, in Transmittal No. 805, BellSouth made revisions to Tariff F.C.C. No. 1, Transmittal No. 805 is scheduled to become effective on April 20, 2004.

In its petition directed against BellSouth's Transmittal, Sprint pointed out a discrepancy with respect to BellSouth's demand assumptions and rate calculations. After reviewing the filing, BellSouth determined that it had made an error in its demand assumptions and the calculations of the proposed rates. With this application, BellSouth is withdrawing Transmittal 805 to correct the demand assumptions and the resulting rate calculations. 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 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 and to reinstate currently effective tariff regulations.

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In accordance with Section 61.153(b), a credit card payment of the filing fee in the amount of \$695.00 has been electronically transmitted to the Mellon Bank in Pittsburgh, Pennsylvania, in accordance with the fee program procedures. The Form 159 is being transmitted electronically via Fee Filer as a proprietary document 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

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
ISSUED: APRIL 15, 2004

TARIFF F.C.C. NO. 1
10TH REVISED PAGE 5-1.2
CANCELS 9TH REVISED PAGE 5-1.2

EFFECTIVE: APRIL 15, 2004

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(H) Service Date Advancement

(1) The regulations and rates specified herein are applicable only for the following services:

- BellSouth SPA Metallic
- BellSouth SPA Telegraph
- BellSouth SPA VG
- BellSouth SPA WATS Lines
- BellSouth SPA Program Audio
- BellSouth SPA Wideband Analog
- BellSouth SPA Wideband Data
- BellSouth SPA DS0 Digital Data
- BellSouth SPA DS1
- BellSouth SPA DS1 Diverse
- BellSouth SPA DS1 Shared Ring
- BellSouth Exchange Access Frame Relay Service (DS0 and DS1)
- BellSouth Exchange Access Asynchronous Transfer Mode Service (DS1)
- Managed Shared Frame Relay Service (DS0 and DS1)
- Managed Shared Asynchronous Transfer Mode Service (DS1)

(2) Initial Access Order

When placing an Access order for the installation, move or rearrangement of services, the customer may request that the service date for services with standard or negotiated intervals be advanced to an earlier service date. If the Company agrees to advance the service date, a Service Date Advancement Charge will apply as specified herein.

- (a) For services with standard intervals, a Service Date Advancement Charge will apply for each day the service date is less than the standard interval.
- (b) For services with negotiated intervals, which are designated for special handling according to published service date interval guidelines, with an agreed upon interval of less than eight business days following the Application Date, a Service Date Advancement charge will apply for each day the service date is advanced from eight business days.
- (c) Irrespective of whether the Company meets the agreed upon service date for an advanced Access order but does provide the service prior to the standard interval or negotiated interval (pursuant to (2) and (3) herein) for the service ordered, a Service Date Advancement charge will apply for each day the Company completes the Access order in advance of the standard or negotiated interval. If the Company completes an Access order after the standard interval or negotiated interval (i.e., 8 business days or greater), a Service Date Advancement charge will not apply.

Pursuant to Special Permission No. 04-____, tariff material filed under Transmittal No. 805 on April 5, 2004 was withdrawn without becoming effective.

EFFECTIVE: APRIL 15, 2004

ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(H) Service Date Advancement (Cont'd)

(3) Pending Access Orders

A customer may also request a change of the service date on a pending Access order. Should the Company agree to change the service date, the following regulations will apply:

- (a) For services with standard intervals where the service interval between the Subsequent Request Date and the Subsequent Due Date is four business days or less, a Service Date Advancement charge will apply for each day the new interval is less than the standard interval.
- (b) For services with negotiated intervals, where the service interval between the Subsequent Request Date and the Subsequent Due Date is less than 8 business days, a Service Date Advancement Charge will apply for each day the revised service date is advanced from 8 business days. When the interval between the Subsequent Request Date and the Subsequent Due Date is 8 business days or greater, Service Date Advancement charges will not apply.
- (c) Advancement of the service date on pending Access orders will also incur a Service Date Change charge as set forth in 5.3 of this Tariff.

(4) Customer-Missed Appointments

When the customer has requested advancement of a service date, and the Company has completed the necessary work for the advanced service date and arrives at the customer's premises to install the service but the customer is not ready to accept the service pursuant to regulations in 2.1.4 and 2.3.3 of this Tariff, the customer will be assessed a Service Date Advancement-Missed Appointment charge, as set forth in (9)(b), following for the additional Company resources expended to advance the service date as set forth in (6)(d) following. An example of when this charge may apply is provided in (8) following.

(5) Rescheduled Appointments

A minimum service interval of three business days is required when a customer reschedules a service date (i.e., three business days between the Subsequent Request Date and Subsequent Due Date).

Should the customer requests a service date with an interval of less than three business days between the Subsequent Request Date and the Subsequent Due Date, a Service Date Advancement charge as set forth in (9)(a) following will apply for each day the new interval is less than three business days. In addition, a Service Date Change charge and a Service Date Change-Additional Dispatch charge will apply as specified in 5.3(C)(1)(e), following.

Pursuant to Special Permission No. 04-____, tariff material filed under Transmittal No. 805 on April 5, 2004 was withdrawn without becoming effective.

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.

BELLSOUTH TELECOMMUNICATIONS, INC.
BY: Operations Manager - Pricing
29G57, 675 W. Peachtree St., N.E.
Atlanta, Georgia 30375
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TARIFF F.C.C. NO. 1
1ST REVISED PAGE 5-1.2.1.1
CANCELS ORIGINAL PAGE 5-1.2.1.1

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ACCESS SERVICE

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

5.1 General (Cont'd)

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(H) Service Date Advancement (Cont'd)

(7) Restrictions

- (a) The Service Installation Guarantee, specified in 2.4.9 preceding, will not apply on Access orders with advanced service dates.
- (b) When the customer cancels an Access order for the installation, move or rearrangement of services, a Service Date Advancement charge may apply in accordance with terms and conditions for cancellation percentages on nonrecurring charges as set forth in 5.4 following.

(8) Application of Rates and Charges

- (a) For services with standard intervals, a Service Date Advancement charge, specified in (9)(a) following, will apply on a per circuit basis for each day the service date is advanced from the standard interval for services set forth in (1) above.
- (b) For services with negotiated intervals with an agreed upon interval of less than eight business days following the Application Date, a Service Date Advancement charge, specified in (9)(a) following, will apply for each day the service date is advanced from eight business days. When the interval between the Subsequent Request Date and the Subsequent Due Date is 8 business days or greater, Service Date Advancement charges will not apply.
- (c) A Service Date Advancement-Missed Appointment charge in (9)(b), following, will apply per circuit, per occurrence for services in (1) above for Company resources expended to advance a service date. Following is an example of when this charge may apply for an order with a standard interval:
 - A customer submits an Access order for a DS1 (a.k.a., BellSouth SPA DS1) service to be installed at the customer's premises. The Access Order has a requested service date that is two business days less than the standard interval for DS1 (a.k.a., BellSouth SPA DS1) service. The Company agrees to the requested advanced service date and informs the customer that Service Date Advancement charges will apply and will be billed to the customer upon the Company installing and completing the Access order. However, when a Company technician arrives to install the DS1 (a.k.a., BellSouth SPA DS1) service on the advanced service date, the Company cannot gain access to the customer's premises to install the service and complete the order. Therefore, the customer is billed a Service Date Advancement-Missed Appointment charge (i.e., \$300 per circuit per occurrence) for the additional resources required to advance the service date. Had the Company technician been allowed to install and complete the order on the advanced service date, the customer would have been billed the normal Service Date Advancement charges provided in (9)(a) following for advancing the service date.

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4TH REVISED PAGE 5-1.3.1
CANCELS 3RD REVISED PAGE 5-1.3.1
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ACCESS SERVICE

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

5.1 General (Cont'd)

5.1.1 Ordering Conditions (Cont'd)

(H) Service Date Advancement (Cont'd)

(9) Rates and Charges

	<u>Nonrecurring Charge</u>	<u>USOC</u>
(a) <u>Service Date Advancement</u>		
- Per Circuit, Per Day	\$200.00	SDASP
(b) <u>Service Date Advancement-Missed Appointment</u>		
- Per Circuit, per Occurrence	\$300.00	SDAMA

(10) The Service Date Advancement charges, as set forth in (9) above, is in addition to other applicable nonrecurring charges associated with services listed in (1) above. These charges do not apply when the customer requests conversion to a higher order of service as provided in Section 2.4.8(A)(4). These charges do not apply to services provided in a Special Services Arrangement or to services provided on an Individual Case Basis.

(11) Should the customer fail to pay the properly assessed Service Date Advancement charge, the Company may elect not to accept the customer's future requests to advance a service date while there is a billed amount outstanding. Any future requests for service from the customer will be processed with the standard or negotiated interval, as appropriate, until outstanding Service Date Advancement charges owed by the customer have been paid.

(12) When costs other than additional engineering and labor, as set forth in Section 13 of this Tariff, are to be incurred when an order is advanced, the Company will develop these costs in accordance with Special Construction terms and conditions as set forth in the BELLSOUTH TELECOMMUNICATIONS, INC.'s Tariff F.C.C. No. 2. Authorization to incur the costs and to bill the customer will be in accordance with the terms and conditions set forth in the Special Construction Tariff.

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