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BellSouth Telecommunications, Inc. 850 224-7798  
Suite 400 Fax 850 224-5073  
150 South Monroe Street  
Tallahassee, Florida 32301-1556

Marshall M. Criser, III  
Regulatory Vice President

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REPORTING

January 15, 1999

990061-TP

Mrs. Blanca S. Bayo  
Director, Division of Records and Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Winstar Telecommunications, Inc. pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Mrs. Bayo:

WinStar Wireless, Inc.

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and Winstar Telecommunications, Inc. are submitting to the Florida Public Service Commission an amendment to their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Winstar Telecommunications, Inc. The Commission approved the initial agreement between the companies in Order No. PSC-97-0786-FOF-TP issued July 2, 1997 in Docket 970366-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Winstar Telecommunications, Inc. within 90 days of its submission. The Act provides that the Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

Marshall M. Criser, III  
Regulatory Vice President (2e)

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FPC-RECORDS/REPORTING

**AMENDMENT NO. 5  
TO  
MASTER INTERCONNECTION AGREEMENT BETWEEN  
WINSTAR TELECOMMUNICATIONS, INC. and  
BELLSOUTH TELECOMMUNICATIONS, INC.  
DATED AUGUST 22, 1996**

Pursuant to this Agreement (the "Amendment"), WinStar Telecommunications, Inc. ("WinStar") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Master Interconnection Agreement between the Parties dated August 22, 1996 ("Existing Agreement").

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WinStar and BellSouth hereby covenant and agree as follows:

BellSouth will provide, and WinStar will accept and pay for Unbundled Sub-Loops pursuant to the terms and conditions following and at the rates set forth in Attachment 1 to this Amendment in the states of Florida, Georgia, Kentucky and Louisiana:

1. **Sub-loop Elements**

1.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements.

1.2 **Unbundled Sub-Loop (USL)**

1.2.1 **Definition**

1.2.1.1 Unbundled Sub-Loop provides connectivity between the NID component of the unbundled sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault. Riser Cable that extends from BellSouth's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multi-tenant building is also classified as a USL. Unbundled Sub-Loops will be provisioned as 2-wire or 4-wire circuits and will include a NID.

1.2.1.2 The Unbundled Sub-Loop may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. If CLEC-1 requires a copper twisted pair Unbundled Sub-Loop in instances where the Unbundled Sub-Loop for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist. If there are no copper facilities available, BellSouth will use its Special Construction process to determine if facilities can be provided to CLEC-1.

1.2.2 Requirements for All Unbundled Sub-Loop

- 1.2.2.1 **Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.**
- 1.2.2.2 **Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.**
- 1.2.2.3 **Unbundled Sub-Loop shall be equal to or better than all of the applicable requirements set forth in the following technical references:**
  - 1.2.2.3.1 **Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and**
  - 1.2.2.3.2 **Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."**
- 1.2.3 **Interface Requirements**
  - 1.2.3.1 **Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:**
    - 1.2.3.2 **Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;**
    - 1.2.3.3 **Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;**
    - 1.2.3.4 **Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";**
    - 1.2.3.5 **Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991)**
- 1.3 **Unbundled Sub-Loop Concentration System (USLC)**
  - 1.3.1 **Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to CLEC-1 with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into CLEC-1's collocation space. TR-008 and TR303 interface standards are available.**
  - 1.3.2 **USLC, using the Lucent Series 5 equipment, will be offered in two sizes. System A will allow up to 96 of CLEC-1's sub-loops to be concentrated onto multiple DS1s. System B will allow up to 192 of CLEC-1's sub-loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to the CLEC's collocation space within the SWC that serves the RT where the CLEC's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.**

1.3.3 In these scenarios CLEC-1 would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected to a cross-connect panel within the BellSouth RT and would allow CLEC-1's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

1.4 Unbundled Network Terminating Wire (UNTW)

1.4.1 BellSouth agrees to offer its Network Terminating Wire to CLEC-1 pursuant to the following terms and conditions.

1.5 Definition

1.5.1 UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-tenant building (MTB) or multi-dwelling unit (MDU) to the point of demarcation at the end-users location. The UNTW will not include a NID. BellSouth will retain the first pair of NTW at each end user location. BellSouth will provide CLEC-1 with the first spare pair that is available at each end user location.

1.6 Technical Requirements

1.6.1 In these scenarios CLEC-1 will be required to place a cross-box, terminal, or other similar device and deliver a cable to the BellSouth terminal located at the buildings point-of-entry or garden terminal. BellSouth will then connect CLEC-1's cable to a cross-connect panel within the BellSouth terminal.

1.6.2 This arrangement would then provide CLEC-1 with connectivity from its feeder and/or distribution facilities (terminated in CLEC's terminal) to the NTW at the end-user premises.

All of the other provisions of the Interconnection Agreement, dated August 22, 1996, shall remain in full force and effect.

Either or both of the Parties is authorized to submit this Amendment to the appropriate state Commissions for approval subject to Section 252(a) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

**WinStar Telecommunications, Inc.**

By: 

Name: Robert G. Berger  
Title: Vice President-Regulatory/Legal

Date: 12/20/98

**BellSouth Telecommunications, Inc.**

By: 

Name: Jerry D. Hendrix  
Title: Director-Interconnection Services-Pricing

Date: 12/23/98

**ATTACHMENT I**

**FLORIDA**

<b>SUB-LOOPS</b>	
<b>Sub-Loop 2-Wire Analog</b>	
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	\$8.57
NRC - 1"	\$78.28
NRC - Add'l	\$58.33
<b>Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month</b>	
NRC - 1"	\$112.07
NRC - Add'l	\$92.11
<b>Unbundled Network Terminating Wire</b>	
UNTW Pair, per pair, per month	\$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	\$225.00
Site Visit Set-Up - Terminal Preparation, per terminal	
NRC - 1" terminal	\$98.00
NRC - add'l terminal	\$65.00
Access Terminal Provisioning & 1" 25 pair panel, per terminal, NRC	\$110.00
Existing Access Terminal Provisioning, 2" 25 pair panel, per terminal, NRC	\$35.00
UNTW Pair Provisioning, per pair, NRC	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	\$55.00
Manual Service Order, NRC	\$45.00

**GEORGIA**

<b>SUB-LOOPS</b>	
<b>Sub-Loop 2-Wire Analog</b>	
Loop Feeder per 2-Wire Analog VG Loop, per month	\$8.58
NRC - 1"	\$206.44
NRC - Add'l	\$170.05
NRC-Incremental Charge—Manual Service Order-1"	\$18.94
NRC-Incremental Charge—Manual Service Order-Add'l	\$8.42
NRC - Order Coordination for Specified Conversion Time	\$34.22
<b>Loop Distribution per 2-Wire Analog VG Loop (Including NID)</b>	
Per Month	\$9.12
NRC - 1"	\$207.01
NRC - Add'l	\$171.32
NRC-Incremental Charge--Manual Service Order-1"	\$18.94
NRC-Incremental Charge--Manual Service Order-Add'l	\$8.42
NRC - Order Coordination for Specified Conversion Time	\$ 34.22
<b>Unbundled Network Terminating Wire</b>	
UNTW Pair, per pair, per month	\$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	\$225.00
Site Visit Set-Up - Terminal Preparation, per terminal	
NRC - 1" terminal	\$98.00
NRC - add'l terminal	\$65.00
Access Terminal Provisioning & 1" 25 pair panel, per terminal, NRC	\$110.00
Existing Access Terminal Provisioning, 2" 25 pair panel, per terminal, NRC	\$35.00
UNTW Pair Provisioning, per pair, NRC	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	\$55.00
Manual Service Order, NRC	\$45.00
<b>Loop Concentration - Channelization Sys (Outside CO)</b>	
Per Month	\$342.11
NRC - 1"	\$651.23

NRC - Add'l	\$284.99
NRC - Incremental Charge--Manual Service Order - 1"	\$18.94
NRC - Incremental Charge--Manual Service Order - Add'l	\$8.42
Loop Concentration - Remote Terminal Cabinet (Outside CO)	ICB
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO)	
Per Month	\$ .8836
NRC - 1"	\$9.41
NRC - Add'l	\$9.38
NRC- Incremental Charge--Manual Service Order-1"	\$18.94
NRC- Incremental Order--Manual Service Order-Add'l	\$8.42

## KENTUCKY

<b>SUB-LOOP</b>	
<b>Sub-Loop 2-Wire Analog</b>	
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	\$10.83
NRC - 1"	\$459.85
NRC - Add'l	\$352.89
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	\$9.95
NRC - 1"	\$459.85
NRC - Add'l	\$352.89
<b>Unbundled Network Terminating Wire</b>	
UNTW Pair, per pair, per month	\$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	\$225.00
Site Visit Set-Up - Terminal Preparation, per terminal	
NRC - 1" terminal	\$98.00
NRC - add'l terminal	\$65.00
Access Terminal Provisioning & 1" 25 pair panel, per terminal, NRC	\$110.00
Existing Access Terminal Provisioning, 2" 25 pair panel, per terminal, NRC	\$35.00
UNTW Pair Provisioning, per pair, NRC	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	\$55.00
Manual Service Order, NRC	\$45.00
Loop Concentration - Channelization Sys (Outside CO), per month	\$263.06
NRC - 1"	\$1,508.41
NRC - Add'l	\$596.11
Working Plug-In 2-Wire, NRC 1"	\$23.30
Working Plug-In 2-Wire, NRC Add'l	\$23.25
Loop Concentration - Remote Terminal Cabinet (Outside CO)	ICB

## LOUISIANA

<b>SUB-LOOP</b>	
<b>Sub-Loop 2-Wire Analog</b>	
Loop Feeder per 2-Wire Analog VG Loop, per month	BFR
NRC - 1"	BFR
NRC - Add'l	BFR
NRC - Disconnect Charge - 1st	BFR
NRC - Disconnect Charge - Add'l	BFR
NRC - Order Coordination for Specified Conversion Time	BFR
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	BFR
NRC - 1"	BFR
NRC - Add'l	BFR
NRC - Incremental Charge--Manual Service Order--1"	BFR
NRC - Incremental Charge--Manual Service Order--Add'l	BFR
NRC - Incremental Charge--Manual Service Order--Disconnect	BFR

NRC - Disconnect Charge - 1"	BFR
NRC - Disconnect Charge - Add'l	BFR
NRC - Order Coordination for Specified Conversion Time	BFR
<b>Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month</b>	<b>BFR</b>
NRC - 1"	BFR
NRC - Add'l	BFR
<b>Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month</b>	<b>BFR</b>
NRC - 1"	BFR
NRC - Add'l	BFR
<b>Unbundled Network Terminating Wire</b>	
UNTW Pair, per pair, per month	BFR
Site Visit Survey, per MDU/MTU Complex, NRC	BFR
Site Visit Set-Up - Terminal Preparation, per terminal	
NRC - 1" terminal	BFR
NRC - add'l terminal	BFR
Access Terminal Provisioning & 1" 25 pair panel, per terminal, NRC	BFR
Existing Access Terminal Provisioning, 2" 25 pair panel, per terminal, NRC	BFR
UNTW Pair Provisioning, per pair, NRC	BFR
Service Visit for Provisioning, per request, per premises, NRC	BFR
Manual Service Order, NRC	BFR
<b>Loop Concentration - Channelization Sys (Outside CO), per month</b>	<b>BFR</b>
NRC - 1"	BFR
NRC - Add'l	BFR
NRC - Disconnect Charge - 1"	BFR
NRC - Disconnect Charge - Add'l	BFR
NRC - Incremental Charge--Manual Service Order - 1"	BFR
NRC - Incremental Charge--Manual Service Order - Add'l	BFR
NRC - Incremental Charge--Manual Service Order - Disconnect	BFR
Working Plug-In 2-Wire, NRC 1"	BFR
Working Plug-In 2-Wire, NRC Add'l	BFR
<b>Loop Concentration - Remote Terminal Cabinet (Outside CO)</b>	<b>BFR</b>
<b>Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month</b>	<b>BFR</b>
NRC - 1"	BFR
NRC - Add'l	BFR
NRC - Incremental Charge--Manual Service Order--1"	BFR
NRC - Incremental Charge--Manual Service Order--Add'l	BFR
NRC - Incremental Charge--Manual Service Order--Disconnect	BFR
NRC - Disconnect Charge - 1"	BFR
NRC - Disconnect Charge - Add'l	BFR