

BellSouth Telecommunications, Inc. 800 224-7798
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99 FEB 10 AM 7:56
Marshall M. Crisac, III
Regulatory Vice President
RECORDS AND REPORTING

February 9, 1999

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

990156-TP

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:

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. Crisac III

Regulatory Vice President
(20)

DOCUMENT NUMBER-DATE

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6. Audits. On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and WinStar shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

7. Percentage Interstate Usage. For combined interstate and intrastate WinStar traffic terminated by BellSouth over the same facilities, WinStar will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to WinStar. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, may be utilized to determine the appropriate local usage compensation to be paid.

8. The Parties agree that all of the other provisions of the Interconnection Agreement, dated August 22, 1996, as amended on October 3, 1997, December 23, 1997, September 17, 1998, and December 18, 1998 and December 23, 1998 shall remain in full force and effect.

9. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Florida State Public Service Commission, for approval subject to Section 252(e) 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.

BellSouth Telecommunications, Inc.

[Handwritten Signature]
Signature

[Handwritten Signature]
Signature

Robert Berger
Name

Jerry D. Hendrix
Name

Vice President, Regulatory/Legal Affairs
Title

Director-Interconnection Services
Title

12/23/98
Date

12/29/98
Date

**EXHIBIT A
FLORIDA**

RATES

End Office Switching, per mou	\$0.002
Tandem Switching, per mou	\$0.00029
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and WinStar shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates.
Tandem Switch + Transport, per mou	\$0.00125
Combined Tandem Switch Interconnection, per mou	\$0.00325
Common (Shared) Transport	
- per mile, per mou	\$0.000012
- facilities termination, per mou	\$0.0005
Interoffice Transport - Dedicated - DS1	
- per mile, per month	\$0.6013
- facilities termination, per month	\$99.79
- Nonrecurring - First	\$45.91
- Nonrecurring - Additional	\$44.18
Local Channel - Dedicated - DS1	
- Nonrecurring - First	\$246.50
- Nonrecurring - Additional	\$230.49