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 **BELLSOUTH**

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BellSouth Telecommunications, Inc  
Suite 400  
150 South Monroe Street  
Tallahassee, Florida 32301-1556

850 224-7798  
Fax 850 224-5073  
**RECORDS AND REPORTING**

Marshall M. Criser, III  
Regulatory Vice President

**ORIGINAL**

September 11, 2000

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

001162-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and WinStar Wireless, 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 Wireless, 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 Wireless, Inc. The initial agreement was filed on August 15, 2000 in Docket 001162-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and WinStar Wireless, 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,

  
Regulatory Vice President  
(22)

- APP \_\_\_\_\_
- CAF \_\_\_\_\_
- CMP Current
- COM \_\_\_\_\_
- CTR \_\_\_\_\_
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- PAI \_\_\_\_\_
- RGO \_\_\_\_\_
- SEC 1
- SER \_\_\_\_\_
- OTH \_\_\_\_\_

DOCUMENT NUMBER-DATE

11256 SEP 11 8

FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment to the Interconnection Agreement entered into by and between WinStar Wireless, Inc. and BellSouth Telecommunications, Inc., dated 08/16/2000, for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

| ITEM       | NO.<br>PAGES |
|------------|--------------|
| Amendment  | 1            |
| Attachment | 1            |
| TOTAL      | 2            |

**Amendment to the Interconnection Agreement  
By and Between BellSouth Telecommunications, Inc.  
And WinStar Wireless, Inc. Dated July 28, 2000**

Pursuant to this Agreement, (the "Amendment"), WinStar Wireless, Inc. ("WinStar"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated July 28, 2000 ("Agreement").

WHEREAS, BellSouth and WinStar entered into an Interconnection Agreement on July 28, 2000, and;

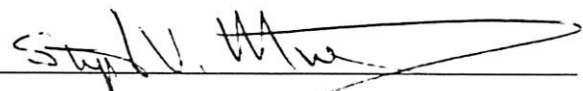
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The rates for Sub-Loop-Intrabuilding Network Cable (INC) (riser cable) contained in Exhibit C – Network Elements and Other Services, Exhibit C – Rates are hereby replaced in their entirety with the interim rates contained in Attachment 1 to this Amendment.
2. All of the other provisions of the Agreement, dated July 28, 2000, shall remain in full force and effect.
3. Either or both of the Parties is authorized to submit this Amendment to the respective state regulatory authorities 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 Wireless, Inc.**

**BellSouth Telecommunications, Inc.**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

STEPHEN V. MURRAY  
\_\_\_\_\_  
Printed Name

Jerry D. Hendrix  
\_\_\_\_\_  
Printed Name

SENIOR DIRECTOR - REGULATORY  
\_\_\_\_\_  
Title

Sr. Director  
\_\_\_\_\_  
Title

Aug 15, 2000  
\_\_\_\_\_  
Date

8/16/00  
\_\_\_\_\_  
Date

## Attachment 1: Rates for Sub-Loop-Intrabuilding Network Cable (INC) (riser cable)

USL-INC Interim Rates (all elements subject to true-up pending state rate decisions)

|   |       | AL       | FL       | GA       | KY       | LA       | MS       | NC       | SC       | TN       |
|---|-------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| <b>Set-Up</b>   |       |          |          |          |          |          |          |          |          |          |
| NRC - Set-Up per Building Equipment Room - CLEC Feeder Facility set-up                        | USBSC | \$311.77 | \$402.70 | \$394.74 | \$289.09 | \$289.09 | \$289.09 | \$313.01 | \$311.60 | \$341.09 |
| NRC - Set-Up per Building Equipment Room - per 25 pair panel set-up                           | USBSD | \$107.63 | \$158.23 | \$154.57 | \$104.26 | \$104.26 | \$104.26 | \$108.06 | \$108.17 | \$119.07 |
| <b>Sub-Loop-Intrabuilding Network Cable (INC) (a.k.a., riser cable), 2W analog, per month</b> |       |          |          |          |          |          |          |          |          |          |
| NRC - 1st   | USBR2 | \$1.33   | \$3.90   | \$1.61   | \$1.59   | \$1.59   | \$1.59   | \$1.35   | \$1.60   | \$1.47   |
| NRC - Add'l   | USBR2 | \$113.60 | \$135.45 | \$137.03 | \$106.11 | \$106.11 | \$106.11 | \$114.05 | \$189.52 | \$150.35 |
| NRC - Disconnect Charge - 1st   | USBR2 | \$50.44  | \$38.08  | \$41.59  | \$35.12  | \$35.12  | \$35.12  | \$37.20  | \$47.09  | \$45.63  |
| NRC - Disconnect Charge - Add'l   | USBR2 | \$99.54  | \$118.59 | \$115.85 | \$93.19  | \$93.19  | \$93.19  | \$76.58  | NA       | \$128.85 |
| NRC - Incremental Charge - Manual Service Order - 1st   | USBR2 | \$14.05  | \$19.63  | \$19.17  | \$13.92  | \$13.92  | \$13.92  | \$10.81  | NA       | \$21.32  |
| NRC - Incremental Charge - Manual Service Order - Add'l                                       | SOMAN | \$27.37  | \$21.73  | NA       | NA       | \$18.14  | \$25.52  | \$26.94  | \$44.42  | NA       |
| NRC - Incremental Charge - Manual Service Order - Disconnect                                  | SOMAN | \$12.97  | \$21.73  | NA       | NA       | \$8.06   | \$11.34  | \$12.76  | \$13.55  | NA       |
| NRC - Incremental Charge - Manual Order Coordination - per loop                               | USBMC | \$17.77  | \$3.87   | NA       | NA       | \$11.41  | \$16.06  | NA       | NA       | NA       |
| NRC - Incremental Charge - Manual Order Coordination - per loop                               | USBMC | \$51.29  | \$36.46  | \$34.22  | \$34.90  | \$34.90  | \$50.29  | \$45.34  | \$45.43  | \$55.00  |
| <b>Sub-Loop-Intrabuilding Network Cable (INC) (a.k.a., riser cable), 4W analog, per month</b> |       |          |          |          |          |          |          |          |          |          |
| NRC - 1st   | USBR4 | \$2.17   | \$7.38   | \$2.96   | \$2.83   | \$2.83   | \$2.83   | \$2.26   | \$2.78   | \$2.55   |
| NRC - Add'l   | USBR4 | \$127.17 | \$175.67 | \$176.46 | \$118.69 | \$118.69 | \$118.69 | \$127.67 | \$204.20 | \$193.62 |
| NRC - Disconnect Charge - 1st   | USBR4 | \$50.62  | \$51.88  | \$55.11  | \$47.70  | \$47.70  | \$47.70  | \$50.82  | \$60.40  | \$60.47  |
| NRC - Disconnect Charge - Add'l   | USBR4 | \$107.45 | \$125.06 | \$122.17 | \$101.65 | \$101.65 | \$101.65 | \$78.71  | NA       | \$135.88 |
| NRC - Incremental Charge - Manual Service Order - 1st   | USBR4 | \$14.59  | \$20.03  | \$19.57  | \$14.61  | \$14.61  | \$14.61  | \$10.69  | NA       | \$21.76  |
| NRC - Incremental Charge - Manual Service Order - Add'l                                       | SOMAN | \$27.37  | \$21.73  | NA       | NA       | \$18.14  | \$25.52  | \$26.94  | \$44.42  | NA       |
| NRC - Incremental Charge - Manual Service Order - Disconnect                                  | SOMAN | \$12.97  | \$21.73  | NA       | NA       | \$8.06   | \$11.34  | \$12.76  | \$13.55  | NA       |
| NRC - Incremental Charge - Manual Order Coordination - per loop                               | USBMC | \$17.77  | \$3.87   | NA       | NA       | \$11.41  | \$16.06  | NA       | NA       | NA       |
| NRC - Incremental Charge - Manual Order Coordination - per loop                               | USBMC | \$51.29  | \$36.46  | \$34.22  | \$34.90  | \$34.90  | \$50.29  | \$45.34  | \$45.43  | \$55.00  |