

BellSouth Telecommunications, Inc.
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January 7, 2002

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

020023-TP

Re: Approval of an Amendment to the Interconnection, Unbundling, Resale and Collocation 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 between the companies was filed in Docket 011566-TP, on November 13, 2001, and will be deemed effective by operation of law on February 13, 2001. This amendment revises Attachment 3 of the original agreement.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting this amendment to 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 agree that neither of these reasons exist as to the agreement they have negotiated and therefore, as such this amendment should be deemed effective by operation of law on April 8, 2002.

Very truly yours,

Marshall M. Criser III

Regulatory Vice President (KA)

DOCUMENT NUMBER-DATE

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FPSC-COMMISSION CLERK

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between WinStar Wireless, Inc. and BellSouth Telecommunications, Inc., dated October 25, 2001 for the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	3
TOTAL	3

**Amendment to the Interconnection Agreement
by and between BellSouth Telecommunications, Inc.
And Winstar Wireless, Inc. dated September 24, 2001**

Pursuant to this Amendment (the "Amendment"), BellSouth Telecommunications, Inc. ("BellSouth") and Winstar Wireless, Inc., Winstar Wireless of Alabama, Inc., Winstar Wireless of Florida, Inc., Winstar Wireless of Georgia, Inc., Winstar Wireless of Kentucky, Inc., Winstar Wireless of Louisiana, Inc., Winstar Wireless of Mississippi, Inc., Winstar Wireless of North Carolina, Inc., Winstar Wireless of South Carolina, Inc., and Winstar Wireless of Tennessee, Inc. (collectively known as "Winstar"), BellSouth and Winstar hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated September 24, 2001 (the "Agreement").

WHEREAS, BellSouth and Winstar entered into an Interconnection Agreement on September 24, 2001, 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. Attachment 3, Section 6.1.3 is hereby replaced with the following Attachment 3, Section 6.1.3:

"The Parties will compensate each other on a mutual and reciprocal basis for the transport and termination of Local Traffic at the following rates:

Effective Date – 12/14/01	\$.0015 per MOU
12/15/01 – 6/15/03	\$.0010 per MOU
6/16/03 – 9/23/04	Bill and Keep

The Parties recognize and agree that this Section will take effect on the Effective Date. For purposes of this Agreement and for traffic between the Parties originating from and directed to the exchanges subject to this Agreement, the Parties agree to a bill-and-keep arrangement for usage on Local Traffic and ISP-bound traffic from June 16, 2003 through September 23, 2004."

2. Attachment 3, Exhibit A, Local Interconnection and ISP-Bound Traffic Compensation rates are replaced with Local Interconnection and ISP-Bound Traffic rates identified on Exhibit A attached hereto and made a part of this Amendment.
3. All of the other provisions of the Agreement, dated September 24, 2001, 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.

BellSouth Telecommunications, Inc.

GR Follensben

Signature

Gregory R Follensben

Printed Name

Senior Director

Title

10/25/01

Date

Winstar Wireless, Inc., ON ITS OWN BEHALF AND AS AGENT FOR Winstar Wireless of Alabama, Inc., Winstar Wireless of Florida, Inc., Winstar Wireless of Georgia, Inc., Winstar Wireless of Kentucky, Inc., Winstar Wireless of Louisiana, Inc., Winstar Wireless of Mississippi, Inc., Winstar Wireless of North Carolina, Inc., Winstar Wireless of South Carolina, Inc., and Winstar Wireless of Tennessee, Inc.

Michael Carowitz

Signature

Michael Carowitz

Printed Name

Senior Counsel

Title

10/04/01

Date

BELLSOUTH/WNSTAR RATES
LOCAL INTERCONNECTION

DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
COMPENSATION										
Effective Date - 12/14/01 Per MOU for Local Interconnection and ISP-Bound Traffic	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015	\$0.0015
12/15/01 -6/15/03 Per MOU for Local Interconnection and ISP-Bound Traffic	\$0.0010	\$0.0010	\$0.0010	\$0.0010	\$0.0010	\$0.0010	\$0.0010	\$0.0010	\$0.0010	\$0.0010
6/16/03 - 9/23/04	bk	bk	bk	bk	bk	bk	bk	bk	bk	bk