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BELLSOUTH

**BellSouth Telecommunications, Inc.**  
Suite 400  
150 South Monroe Street  
Tallahassee, FL 32301-1556  
  
marshall.criser@bellsouth.com

**Marshall M. Criser III**  
Vice President  
Regulatory & External Affairs  
  
850 224 7798  
Fax 850 224 5073

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ON JUL 14 PM 4:46  
COMMISSION  
CLERK

July 13, 2004

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

Re: Approval of Amendment to the Interconnection, Unbundling, Resale and Collocation Agreement between BellSouth Telecommunications, Inc. ("BellSouth") and Winstar Communications, LLC Winstar of Georgia, LLC

Dear Mrs. Bayo:

Please find enclosed for filing and approval, the original and two copies of BellSouth Telecommunications, Inc.'s Amendment to Interconnection, Unbundling, Resale and Collocation Agreement with Winstar Communications, LLC Winstar of Georgia, LLC

If you have any questions, please do not hesitate to call Robyn Holland at (850) 222-9380.

Very truly yours,

*Marshall M. Criser III / RH*  
Regulatory Vice President

RECEIVED & FILED  
*JH*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE  
07656 JUL 14 04  
FPSC-COMMISSION CLERK

**Amendment  
To the  
Interconnection Agreement  
Between  
US LEC of Florida Inc.  
and  
BellSouth Telecommunications, Inc.  
Dated June 20, 2004**

Pursuant to this Amendment, (the "Amendment"), US LEC of Florida Inc. (US LEC), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 20, 2004 ("Agreement") to be effective 30 days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and US LEC entered into the Agreement on June 20, 2004, and;

WHEREAS, BellSouth and US LEC are amending the Agreement to modify Local Number Portability (LNP) recovery charge pursuant to the Order in the matter of the Telephone Number Portability BellSouth Corporation Petition for Declaratory Ruling and/or Waiver, CC Docket No. 95-116, released April 13, 2004;

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 Parties agree to delete in their entirety all rate elements and USOCs identified as "Local Number Portability charges" in Exhibit A of Attachment 2, as specified by the following USOCs: LNPCX, LNPCP, LNPCN, and LNPCC.
2. The Parties agree to add the following language to Section 4 as Section 4.1.1 of Attachment 2 and Section 5 as Section 5.4.5 of Attachment 2:
  - In addition to other charges specified in this Agreement for Local Number Portability US LEC shall pay to BellSouth the Local Number Portability charges as set forth in Section 13 of the BellSouth FCC No. 1 Tariff;
3. All of the other provisions of the Agreement dated June 20, 2004 shall remain unchanged and in full force and effect.
4. Either or both of the Parties are 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.

LNP Recovery Amendment  
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

By: Kristen E. Rowe  
Name: Kristen E. Rowe  
Title: Director  
Date: 7/7/04

**US LEC of Florida Inc.**

By: Wanda G. Montano  
Name: Wanda G. Montano  
Title: Vice President  
Date: July 1, 2004

**Amendment to the Agreement  
Between  
Winstar Communications, LLC  
Winstar of Georgia LLC  
and  
BellSouth Telecommunications, Inc.  
Dated March 14, 2003**

Pursuant to this Amendment, (the "Amendment"), Winstar Communications, LLC, a Delaware limited liability company and an authorized telecommunications service provider in Florida; Winstar of Georgia LLC, a Georgia limited liability company and an authorized telecommunications service provider in Georgia (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 March 14, 2003 ("Agreement") to be effective thirty (30) calendar days after the date of the last signature executing the Amendment.

WHEREAS, BellSouth and Winstar entered into the Agreement on March 14, 2003, and;

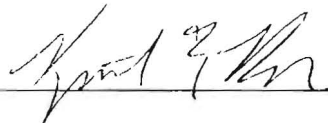
NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The parties agree to add the following provision to Attachment 2, Section 4.3 and the associated rates as set forth in Exhibit 1 of this Amendment, attached hereto and incorporated herein by this reference.
  - 4.3.1.1 Where Winstar utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility-Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE Call Flows set forth on BellSouth's website, as amended from time to time and incorporated herein by this reference, illustrate when the full or melded Tandem Switching rates apply for specific scenarios.
2. All of the other provisions of the Agreement, dated March 14, 2003, shall remain in full force and effect.

3. Either or both of the Parties are 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 have executed this Agreement the day and year written below.

**BellSouth Telecommunications, Inc.**

By: 

Name: Kristen E. Rowe

Title: Director

Date: 06-15-04

**Winstar Communications, LLC Winstar of Georgia, LLC**

By: 

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

UNBUNDLED NETWORK ELEMENTS - Florida										Attachment: 2		Exhibit: A			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN
<b>UNBUNDLED LOCAL SWITCHING, PORT USAGE</b>															
	<b>End Office Switching (Port Usage)</b>														
	End Office Switching Function, Per MOU					0.0007662									
	End Office Trunk Port - Shared, Per MOU					0.000164									
	<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>														
	Tandem Switching Function Per MOU					0.0001319									
	Tandem Trunk Port - Shared, Per MOU					0.000235									
	Tandem Switching Function Per MOU (Melded)					0.000027185									
	Tandem Trunk Port - Shared, Per MOU (Melded)					0.000048434									
	Melded Factor: 20.61% of the Tandem Rate														
	<b>Common Transport</b>														
	Common Transport - Per Mile, Per MOU					0.0000035									
	Common Transport - Facilities Termination Per MOU					0.0004372									

UNBUNDLED NETWORK ELEMENTS - Georgia										Attachment: 2		Exhibit: A																			
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates (\$)																		
													Rec	Nonrecurring		Nonrecurring Disconnect		SOME C	SOMAN	SOMAN	SOMAN										
													First	Add'l	First	Add'l															
<b>UNBUNDLED LOCAL SWITCHING, PORT USAGE</b>																															
	<b>End Office Switching (Port Usage)</b>																														
	End Office Switching Function, Per MOU											0.0006153																			
	End Office Trunk Port - Shared, Per MOU											0.0001226																			
	<b>Tandem Switching (Port Usage) (Local or Access Tandem)</b>																														
	Tandem Switching Function Per MOU											0.0000972																			
	Tandem Trunk Port - Shared, Per MOU											0.0001557																			
	Tandem Switching Function Per MOU (Melded)											0.000017904																			
	Tandem Trunk Port - Shared, Per MOU (Melded)											0.00002868																			
	Melded Factor: 18.42% of the Tandem Rate																														
	<b>Common Transport</b>																														
	Common Transport - Per Mile, Per MOU											0.0000027																			
	Common Transport - Facilities Termination Per MOU											0.0001914																			