

BELLSOUTH

BellSouth Telecommunications, Inc.

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Marshall M. Criser III

Vice President
Regulatory & External Affairs

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April 11, 2005

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

050250-TP

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,



Regulatory Vice President

DOCUMENT NUMBER DATE

03547 APR 12 05

FPSC-COMMISSION CLERK

**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 services provider in Florida; Winstar of Georgia, LLC, a Georgia limited liability company; BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties executed by BellSouth on February 12, 2003 ("Agreement") with an Effective Date of June 28, 2004.

WHEREAS, BellSouth and Winstar entered into the Agreement effective 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 hereby agree to delete Sections 7.1.4 and substitute with Section 7.1.4 as follows:

7.1.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.
2. The Parties hereby agree to delete Exhibit A to Attachment 3-Local Interconnection and replace with a new Exhibit A incorporated herein by this reference.
3. All of the other provisions of the Agreement, dated March 14, 2003, shall remain in full force and effect.
4. 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 have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

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

By: *Kristen Rowe*

By: *Gene Grice*

Name: Kristen Rowe

Name: Gene Grice

Title: Director

Title: SVP

Date: 4/5/05

Date: 3/24/05

LOCAL INTERCONNECTION - Florida														Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3		Exhibit: A	
CATEGORY	RATE ELEMENTS				Inter	Zone	BCS	USOC	RATES(\$)				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		DSS Rates(\$)					
										First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)																			
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																			
TANDEM SWITCHING																			
	Tandem Switching Function Per MOU								0.0006019bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)								0.0006019										
	Tandem Intermediary Charge, per MOU*								0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																			
TRUNK CHARGE																			
	Installation Trunk Side Service - per DS0						OHD	TPP6X		21.73	8.19								
	Installation Trunk Side Service - per DS0						OHD	TPP9X		21.73	8.19								
	Dedicated End Office Trunk Port Service-per DS0**						OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**						OH1 OH1MS	TDE1P	0.00										
	Dedicated Tandem Trunk Port Service-per DS0**						OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**						OH1 OH1MS	TDW1P	0.00										
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																			
COMMON TRANSPORT (Shared)																			
	Common Transport - Per Mile, Per MOU								0.0000035bk										
	Common Transport - Facilities Termination Per MOU								0.0004372bk										
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)																			
INTEROFFICE CHANNEL - DEDICATED TRANSPORT																			
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month						OHM	1L5NF	0.0091										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month						OHM	1L5NF	25.32	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month						OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month						OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month						OHM	1L5NK	0.0091										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month						OHM	1L5NK	18.44	47.35	31.78	18.31	7.03						
	Interoffice Channel - Dedicated Transport - DS1 - per mile per month						OH1, OH1MS	1L5NL	0.1856										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month						OH1, OH1MS	1L5NL	88.44	105.54	98.47	21.47	19.05						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month						OH3, OH3MS	1L5NM	3.87										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month						OH3, OH3MS	1L5NM	1,071.00	335.46	219.28	72.03	70.56						
LOCAL CHANNEL - DEDICATED TRANSPORT																			
	Local Channel - Dedicated - 2-Wire Voice Grade per month						OHM	TEFV2	19.66	265.84	46.97	37.63	4.00						
	Local Channel - Dedicated - 4-Wire Voice Grade per month						OHM	TEFV4	20.45	266.54	47.67	44.22	5.33						
	Local Channel - Dedicated - DS1 per month						OH1	TEFHG	36.49	216.65	183.54	24.30	16.95						
	Local Channel - Dedicated - DS3 Facility Termination per month						OH3	TEFHJ	531.91	556.37	343.01	139.13	96.84						
LOCAL INTERCONNECTION MID-SPAN MEET																			
	Local Channel - Dedicated - DS1 per month						OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month						OH3MS	TEFHJ	0.00	0.00									
MULTIPLEXERS																			
	Channelization - DS1 to DS0 Channel System						OH1, OH1MS	SATN1	146.77	101.42	71.62	11.09	10.49						
	DS3 to DS1 Channel System per month						OH3, OH3MS	SATNS	211.19	199.28	118.64	40.34	39.07						
	DS3 Interface Unit (DS1 COCI) per month						OH1, OH1MS	SATCO	13.76	10.07	7.08								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																			

LOCAL INTERCONNECTION - Georgia										Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 3 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: A Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
CATEGORY	RATE ELEMENTS	Interm	Zone	BCS	USOC	RATES(\$)				OSS Rates(\$)					
						Rec	Nonrecurring		Nonrecurring Disconnect		SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
						First	Add'l	First	Add'l						
LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)															
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.															
TANDEM SWITCHING															
	Tandem Switching Function Per MOU					0.0004086bk									
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0004086									
	Tandem Intermediary Charge, per MOU*					0.0025									
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.															
TRUNK CHARGE															
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.53	8.11							
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.53	8.11							
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00									
	Dedicated End Office Trunk Port Service-per DS1**			OH1 OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00									
	Dedicated Tandem Trunk Port Service-per DS1**			OH1 OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements															
COMMON TRANSPORT (Shared)															
	Common Transport - Per Mile, Per MOU					0.0000027bk									
	Common Transport - Facilities Termination Per MOU					0.0001914bk									
LOCAL INTERCONNECTION (DEDICATED TRANSPORT)															
INTEROFFICE CHANNEL - DEDICATED TRANSPORT															
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.0057									
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	12.87	48.455	19.48	16.575	4.995					
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.0057									
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	7.83	48.455	19.48	16.575	4.995					
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.0057									
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	7.83	48.455	19.48	16.575	4.995					
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.1154									
	Interoffice Channel - Dedicated Tranport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	34.19	111.025	80.28	31.355	21.73					
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	2.53									
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	342.02	320.47	86.32	66.77	52.81					
LOCAL CHANNEL - DEDICATED TRANSPORT															
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	7.74	121.065	53.295	46.395	13.365					
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	8.72	125.62	54.43	46.395	13.365					
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	18.47	149.46	111.195	40.355	26.115					
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	147.01	445.01	145.18	112.905	75.88					
LOCAL INTERCONNECTION MID-SPAN MEET															
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00								
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00								
MULTIPLEXERS															
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	69.75	105.675	41.585	23.75	4.19					
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	121.90	224.475	71.83	40.005	31.065					
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	7.35	15.805	11.385	6.605	6.605					

Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.