BELLSOUTH

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'00 NOV 3 AM 11 14

November 2, 2000

Mr. David Waddell
Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and WinStar Wireless, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 00-00782

Dear Mr. Waddell:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, WinStar Wireless, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and thirteen copies of the attached Petition for Approval of the Amendments to the Interconnection Agreement dated July 28, 2000. The first amendment provides interim rates for Sub-Loop-Intrabuilding Network Cable (INC) (riser cable). The second amendment dated November 1, 2000 adopts a Disaster Recovery Plan.

Thank you for your attention to this matter.

Sincerely yours,

Guy M. Hicks

cc: Russell C. Merberth, Vice President, Regulatory/Legal
Dennis Huber, Vice President – Network Engineering

#234893

POSTED 11-3-00

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and WinStar Wireless, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 00-00782

PETITION FOR APPROVAL OF THE AMENDMENT TO THE INTERCONNECTION AGREEMENT NEGOTIATED BETWEEN BELLSOUTH TELECOMMUNICATIONS, INC. AND WINSTAR WIRELESS, INC. PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, WinStar Wireless, Inc. ("WinStar") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendments to the Interconnection Agreement dated July 28, 2000 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, WinStar and BellSouth state the following:

1. WinStar and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to WinStar. The Interconnection Agreement was filed with the Tennessee Regulatory Authority ("TRA") on September 7, 2000.

2. The parties have recently negotiated two Amendments to the Agreement. The first amendment dated August 16, 2000 provides interim rates for Sub-Loop-Intrabuilding Network Cable (INC) (riser cable). The second amendment dated November 1, 2000 adopts a Disaster Recovery Plan. Copies of the Amendments are attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, WinStar and BellSouth are submitting their Amendments to the TRA for its consideration and approval. The Amendments provide that either or both of the parties is authorized to submit the Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendments between BellSouth and WinStar within 90 days of its submission. The Act provides that the TRA 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.

5. WinStar and BellSouth aver that the Amendments are consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

WinStar and BellSouth respectfully request that the TRA approve the Amendments negotiated between the parties.

This 3rd day of November, 2000.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: _____

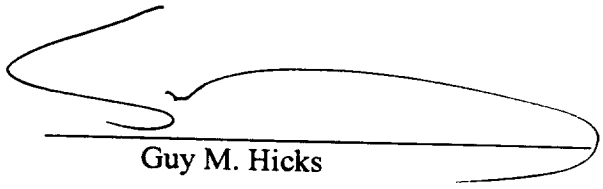
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail:

Russell C. Merberth
Vice President, Regulatory/Legal
WinStar Wireless, Inc.
c/o 1146 Nineteenth Street NW
Suite 250
Washington, D.C. 20036

Dennis Huber
Vice President – Network Engineering
WinStar Wireless, Inc.
2545 Horsepen Road
Herndon, VA 20171



Guy M. Hicks

#234892

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

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

WHEREAS, BellSouth and WinStar desire to amend the Agreement to include a disaster recovery plan.

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 amend the Agreement as follows:

1. The attached Exhibit J, Disaster Recovery Plan, is hereby incorporated into the Agreement as a new exhibit.

2. For electronic filing purposes in the State of Louisiana, the CLEC Louisiana Certification Number is required and must be provided by WinStar prior to execution of the Agreement. The CLEC Louisiana Certification Number for WinStar is TSP00025A.

3. All of the other provisions of the Agreement, dated July 28, 2000, 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 hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

WinStar Wireless, Inc.

Signature

STEPHEN V. MURRAY
Printed Name

SENIOR DIRECTOR
Title

Oct. 30, 2000
Date

BellSouth Telecommunications, Inc.

Signature

Jerry D. Hendrix
Printed Name

Sr. Director
Title

11/1/00
Date

Exhibit J

Attachment 11
BellSouth Disaster Recovery Plan

The attached BellSouth Disaster Recovery Plan is for the state of Tennessee. The BellSouth Disaster Recovery Plan for the remaining states can be accessed via the internet at http://www.interconnection.bellsouth.com.

Exhibit J

2000
BELLSOUTH
TENNESSEE
DISASTER RECOVERY PLANNING

For

CLECS

Exhibit J

CONTENTS **PAGE**

1.0 PURPOSE

In the unlikely event of a disaster occurring that affects BellSouth's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the BellSouth Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of BellSouth's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

BellSouth's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact BellSouth's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the BellSouth Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, BellSouth equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the BellSouth NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.

2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.

3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.

4. Mercury and other regulated compounds resident in telephone equipment.

5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

4.0 THE EMERGENCY CONTROL CENTER (ECC)

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to BellSouth's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involve with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

5.0 RECOVERY PROCEDURES

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how BellSouth will proceed with restoration is whether or not BellSouth's equipment is incapacitated. Regardless of who's equipment is out of service, BellSouth will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to one CLEC (or a building with multiple CLECs), BellSouth has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, BellSouth can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon BellSouth having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact BellSouth's resolve to re-establish traffic to the original destination as quickly as possible.

5.2 BELLSOUTH OUTAGE

Because BellSouth's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged BellSouth equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of BellSouth's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving BellSouth's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

5.2.1 Loss of a Central Office

When BellSouth loses a Central Office, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and

e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When BellSouth loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

a) Place specialists and emergency equipment on notice;

b) Inventory the damage to determine what equipment and/or functions are lost;

c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;

d) Begin reconnecting service for Hospitals, Police and other emergency agencies;

e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;

f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)

g) Begin restoring service to CLECs and other customers.

5.2.4 Loss of a Facility Hub

In the event that BellSouth loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

a) Placing specialists and emergency equipment on notice.

b) Inventorying the damage to determine what equipment and/or functions are lost;

c) Moving containerized emergency equipment to the stricken area, if necessary;

d) Reconnecting service for Hospitals, Police and other emergency agencies; and

e) Restoring service to CLECs and other customers. If necessary, BellSouth will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND BELLSOUTH EQUIPMENT)

In some instances, a disaster may impact BellSouth's equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since BellSouth and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, BellSouth may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, BellSouth may be forced to "package" this traffic entirely differently then normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and providing the information to the Carriers is required.

7.0 ACRONYMS

CO	-	Central Office (BellSouth)
DS3	-	Facility that carries 28 T1s (672 circuits)
ECC	-	Emergency Control Center (BellSouth)
CLEC	-	Competitive Local Exchange Carrier
NMC	-	Network Management Center
SWC	-	Serving Wire Center (BellSouth switch)
T1	-	Facility that carries 24 circuits

Hurricane Information

During a hurricane, BellSouth will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout BellSouth Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm. Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm.

BST Disaster Management Plan

BellSouth maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

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.

Signature

STEPHEN V. WARREN

Printed Name

SENIOR DIRECTOR - REGULATORY

Title

AUG 15 2000

Date

BellSouth Telecommunications, Inc.

Signature

Jerry D. Hendrix

Printed Name

Sr. Director

Title

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
Set-Up										
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
Sub-Loop-Intrabuilding Network Cable (INC) (a.k.a., riser cable), 2W analog, per month	USBR2	$1.33	$3.90	$1.61	$1.59	$1.59	$1.59	$1.35	$1.60	$1.47
NRC - 1st	USBR2	$113.60	$135.45	$137.03	$106.11	$106.11	$106.11	$114.05	$189.52	$150.35
NRC - Add'l	USBR2	$50.44	$38.08	$41.59	$35.12	$35.12	$35.12	$37.20	$47.09	$45.63
NRC - Disconnect Charge - 1st	USBR2	$99.54	$118.59	$115.85	$93.19	$93.19	$93.19	$76.58	NA	$128.85
NRC - Disconnect Charge - Add'l	USBR2	$14.05	$19.63	$19.17	$13.92	$13.92	$13.92	$10.81	NA	$21.32
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	$21.73	NA	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	$21.73	NA	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$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
Sub-Loop-Intrabuilding Network Cable (INC) (a.k.a., riser cable), 4W analog, per month	USBR4	$2.17	$7.38	$2.96	$2.83	$2.83	$2.83	$2.26	$2.78	$2.55
NRC - 1st	USBR4	$127.17	$175.67	$176.46	$118.69	$118.69	$118.69	$127.67	$204.20	$193.62
NRC - Add'l	USBR4	$50.62	$51.88	$55.11	$47.70	$47.70	$47.70	$50.82	$60.40	$60.47
NRC - Disconnect Charge - 1st	USBR4	$107.45	$125.06	$122.17	$101.65	$101.65	$101.65	$78.71	NA	$135.88
NRC - Disconnect Charge - Add'l	USBR4	$14.59	$20.03	$19.57	$14.61	$14.61	$14.61	$10.69	NA	$21.76
NRC - Incremental Charge - Manual Service Order - 1st	SOMAN	$27.37	$21.73	NA	NA	$18.14	$25.52	$26.94	$44.42	NA
NRC - Incremental Charge - Manual Service Order - Add'l	SOMAN	$12.97	$21.73	NA	NA	$8.06	$11.34	$12.76	$13.55	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	SOMAN	$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