

J. PHILLIP CARVER
General Attorney

BellSouth Telecommunications, Inc.
150 South Monroe Street
Room 400
Tallahassee, Florida 32301
(404) 335-0710

ORIGINAL

February 17, 2000

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RECORDS AND REPORTING

Mrs. Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 991838-TP

Dear Ms. Bayó:

Enclosed please find the original and fifteen copies of BellSouth Telecommunications, Inc.'s Notice of Filing Substitute Exhibit, which we ask that you file in the above-referenced matter.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

J. Phillip Carver
(vml)

J. Phillip Carver

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

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02210 FEB 17 8

FPSC-RECORDS/REPORTING

**CERTIFICATE OF SERVICE
DOCKET NO. 991838-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Federal Express (+) or Hand-Delivery (*) this 17th day of February, 2000 to the following:

Donna Clemons (*)
Staff Counsel
Division of Legal Services
Florida Public Service Comm.
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Henry C. Campen (+)
John A. Doyle
Parker, Poe, Adams & Berstein, LLP
First Union Captiol Center
150 Fayetteville Street Mall
Suite 1400
Raleigh, N.C. 27602
Tel. No. (919) 828-0564
Fax. No. (919) 834-4564

Vicki Gordon Kaufman (*)
McWhirter, Reeves, McGlothlin,
Davidson, Decker, Kaufman,
Arnold & Steen, P.A.
117 South Gadsden Street
Tallahassee, FL 32301
Tel. No. (850) 222-2525
Fax. No. (850) 222-5606

Norton Cutler (+)
V.P. Regulatory & General Counsel
BlueStar Networks, Inc.
L & C Tower, 24th Floor
401 Church Street
Nashville, Tennessee 37219
(615) 346-6660


J. Phillip Carver *(PW)*

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re:

Petition for Arbitration of BlueStar)
Networks, Inc. with BellSouth)
Telecommunications, Inc. Pursuant)
To the Telecommunications Act of 1996)
_____)

Docket No. 991838-TP

Filed: February 17, 2000

NOTICE OF FILING SUBSTITUTE EXHIBIT

BellSouth Telecommunications, Inc. ("BellSouth"), hereby files its Notice of Filing Substitute Exhibit to the Testimony of Mr. Varner and states the following:

1. Page 6 and 7 of the Rebuttal Testimony of Mr. Varner contains the following language:

On January 27, 2000, two days after the parties filed their direct testimony in this proceeding, BellSouth and BlueStar signed an amendment to their interconnection agreement that establishes interim rates subject to true-up for UCLs and loop conditioning. This amendment is attached as Rebuttal Exhibit AJV-1.

The exhibit attached to Mr. Varner's Testimony as Rebuttal AJV-1, however, was not the Amendment between BellSouth and BlueStar described above. Accordingly, BellSouth by this Notice withdraws the incorrect document and substitutes the Amendment, a copy of which is attached hereto as Exhibit A.

DOCUMENT NUMBER-DATE

02210 FEB 17 8

FPSC-RECORDS/REPORTING

Respectfully submitted this 17th day of February, 2000.

BELLSOUTH TELECOMMUNICATIONS, INC.

Nancy B. White

NANCY B. WHITE
MICHAEL P. GOGGIN
c/o Nancy Sims
150 South Monroe Street, #400
Tallahassee, Florida 32301
(305) 347-5558

R. Douglas Lackey

R. DOUGLAS LACKEY
J. PHILLIP CARVER
675 West Peachtree Street, #4300
Atlanta, Georgia 30375
(404)335-0710

197592

**Rebuttal Exhibit AJV-1
Docket No. 991838-TP**

**Amendment to Interconnection
Agreement Between
BlueStar Networks, Inc. and
BellSouth Telecommunications, Inc.**

4 Pages

Exhibit A

**AMENDMENT
TO THE
AGREEMENT BETWEEN
BLUESTAR NETWORKS, INC.
AND
BELLSOUTH TELECOMMUNICATIONS, INC.
DATED DECEMBER 28, 1999
(Florida, Georgia, Kentucky and Tennessee)**

Pursuant to this Agreement, (the "Amendment"), Bluestar Networks, Inc. ("Bluestar"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to individually as a "Party" and collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated December 28, 1999 (the "Interconnection Agreement").

WHEREAS, BellSouth and Bluestar entered into an Interconnection Agreement on December 28, 1999 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 Interconnection Agreement entered into between Bluestar and BellSouth is hereby amended to delete Sections 2.1.2, 2.1.3 – 2.1.3.7 of Attachment 2 in its entirety and replace it with new Section 2.1.2 of Attachment 2 which is attached hereto as Exhibit A.
2. This Amendment shall have an effective date of January 27, 2000.
3. All of the other provisions of the Agreement, dated December 28, 1999, shall remain in full force and effect.
4. Either or both of the Parties may submit this Amendment to the appropriate Commission 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.

Bluestar Networks, Inc.

By: 

Name: Norton Cutler

Title: General Counsel

Date: 1-27-2000

BellSouth Telecommunications, Inc.

By: 

Name: Jerry Hendrix

Title: Senior Director

Date: 1/27/00

EXHIBIT A

2.1.2 Technical Requirements

2.1.2.1 BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, 2 and 4 wire xDSL, and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, Nx 64 kb/s, and DS1/DS3 and SONET private lines.

2.1.2.2 Digital Subscriber Line ("xDSL") Capable Loops. XDSL capable loops describe loops that may support various technologies and services. The "x" in xDSL is a placeholder for the various types of digital subscriber line services. An xDSL loop is a plain twisted pair copper loop. BellSouth will offer xDSL capable loops according to industry standards for CSA design loops (ADSL/HDSL) and resistance design loops (UCL). To the extent that these loops exist within the BellSouth network at a particular location, they will be provisioned without intervening devices, including but not limited to load coils, repeaters (unless so requested by Bluestar), or digital access main lines ("DAMLs"). These loops may contain bridged tap in accordance with the respective industry standards (CSA design loops may have up to 2,500 feet total (all bridged taps) and up to 2,000 feet for a single bridged tap; resistance design loops may have up to 6,000 ft). At Bluestar's request, BellSouth will provide Bluestar with xDSL loops other than those listed above, so long as Bluestar is willing to pay the loop conditioning costs needed to remove the above listed equipment and/or bridge taps from the loops. Any copper loop longer than 18kft requested by Bluestar through the loop conditioning process will be ordered, billed, and inventoried as UCLs. Loop conditioning costs will be charged in addition to the loop itself on any of the loops described in this section 2.1.2.2, Bluestar may provide any service that it chooses so long as such service is in compliance with FCC regulations and BellSouth's TR73600.

2.1.2.3 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.1.2.1 above. The foregoing sentence notwithstanding, in instances where BellSouth provides Bluestar with an xDSL loop that is over 12,000 feet in length, BellSouth will not be expected to maintain and repair the loop to the standards specified in the TR73600 and other standards referenced in this Agreement; provided, however, that for all loops (xDSL or otherwise) ordered by Bluestar, BellSouth agrees to maintain electrical continuity and to provide balance relative to tip and ring.

2.1.2.4 In instances where Bluestar requests BellSouth to provide Bluestar with an xDSL loop to a particular end-user premises and (i) there is no such facility (including without limitation spare copper) available, and (ii) there is a loop available that would meet the definition of an xDSL loop if it were conditioned consistent with the FCC's rules promulgated pursuant to the UNE Remand Order, FCC 99-238 (adopted Sept. 15, 1999) (i.e., FCC Rule 51.319(a)(3)) (hereinafter "Conditioning Rules"), BellSouth shall offer such loop to Bluestar and shall offer to condition such loop consistent with the Conditioning Rules. In those cases where Bluestar requests that BellSouth remove equipment from a loop longer than 18kft, and this equipment is required to provide normal voice services, Bluestar agrees to pay a re-conditioning charge in order to bring the loop back up to its original specifications.

2.1.2.5 The Parties agree that such conditioning charges shall be interim and subject to true-up (up or down), pending the determination by the relevant Commission of conditioning charges. The Parties further agree that, if and when a Commission (in a final order not stayed) orders or otherwise adopts conditioning charges, they shall amend this Agreement to reflect said charges. If the Parties are unable to reach agreement on such an amendment, either Party may petition the appropriate Commission for relief pursuant to the dispute resolution procedures described in the General Terms and Conditions – Part A of this Agreement.

2.1.2.6 In those cases where Bluestar has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will not be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this Agreement.

2.1.2.7 In addition, Bluestar recognizes that there may be instances where a loop modified pursuant to this subsection 2.1.2.5 may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that Bluestar has placed on the loop (e.g., a copper voice loop is modified by the removal of load coils so that Bluestar may attempt to provide xDSL service. BellSouth's records may still reflect that the loop is a voice circuit. BellSouth performs a network efficiency job and rolls the loop to a DLC. The original voice loop would not have been impacted by this move but the xDSL loop will likely not support xDSL service). If this occurs, BellSouth will work cooperatively with Bluestar to restore the circuit to its previous xDSL capable status as quickly as possible.

2.1.2.8 The following rates, as subject to true-up, will apply:

2-Wire Unbundled Copper Loop (18kft or less)									
	AL*	FL	GA*	KY*	LA	MS*	NC	SC*	TN**
Recurring	\$15.11	\$18.00	\$13.05	\$11.89	\$21.00	\$14.83	\$19.00	\$20.81	\$18.00
Non-Recurring									
Non-Recurring 1st	\$514.21	\$340.00	\$359.00	\$713.50	\$340.00	\$504.82	\$450.00	\$600.61	\$450.00
Non-Recurring Add'l	\$464.58	\$300.00	\$325.15	\$609.44	\$300.00	\$456.24	\$390.00	\$507.33	\$325.00
Manual Svc Ord -1st	\$47.00	\$47.00	\$18.94	\$47.00	\$18.14	\$25.52	\$47.00	\$25.52	
Manual Svc Ord -Adl	\$21.00	\$21.00	\$8.42	\$21.00	\$8.06	\$11.34	\$21.00	\$47.00	
Manual Svc Ord -Dis	\$17.77			\$17.77	\$11.41	\$16.06		\$21.00	
Order Coordination	\$16.00	\$16.00	\$34.22	NA	\$32.77	\$45.27	\$16.00	\$45.43	\$45.00
Disconnect 1st					\$72.54	\$105.86			
Disconnect Add'l					\$39.42	\$57.25			

*Same as ADSL loop rate

** ADSL rates not yet set

Loop Conditioning									
<i>Remove Equip < 18ft</i>									
First Install	\$485	\$485	\$485	\$485	\$485	\$485	\$485	\$485	\$485
Add'l Install	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
<i>Remove Equip > 18ft</i>									
First Install	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775
Add'l Install	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
First Disconnect	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775	\$775
Add'l Disconnect	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25	\$25
<i>Remove Bridge Tap all</i>									
First Install	\$485	\$485	\$485	\$485	\$485	\$485	\$485	\$485	\$485
Add'l Install	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20	\$20

The UCL Rates listed above may be used for UCLs longer than 18kft until we are able to perform a cost study on long UCLs (18kft).

The Loop Conditioning charges would apply in addition to the UCL NRCs.

All the rates listed above would be subject to true-up once final cost numbers are determined.

The Parties agree that the prices reflected herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement, including the FCC. Under the "true-up" process, the price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Bluestar shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Bluestar. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records of the Parties regarding the amount of such "true-up," the Parties agree that such differences shall be resolved through arbitration.