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BellSouth Telecommunications, Inc. 850 224-7798  
Suite 400 Fax 850 224-5073  
150 South Monroe Street  
Tallahassee, Florida 32301-1556

Marshall M. Criser III  
Regulatory Vice President

March 24, 2000

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

ORIGINAL RECORDS AND REPORTING  
RECEIVED-FPSC  
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Re: Approval of two Amendments to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, 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 BlueStar Networks, Inc. are submitting to the Florida Public Service Commission two amendments 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 BlueStar Networks, Inc. The Commission approved the initial agreement between the companies in Order No. 99-0270-FOF-TP issued February 11, 1999 in Docket 981581-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and BlueStar Networks, 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 aver that neither of these reasons exist as to the agreement they have negotiated and therefore, are very hopeful that the Commission shall approve their agreement.

Very truly yours,

*Marshall M. Criser III*

Regulatory Vice President

(22)

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

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FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between BlueStar Networks, Inc. and BellSouth Telecommunications, Inc., dated February 28, 2000, for the state(s) of Florida, Georgia, Kentucky and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	3
Total	3

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

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

WHEREAS, the Parties entered into an Interconnection Agreement on December 28, 1999; and

WHEREAS, the Parties desire to amend that Interconnection Agreement.

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 the Parties is hereby amended to delete Section 2.1.7 of Attachment 2 in its entirety and replace it with new Section 2.1.7 of Attachment 2 as follows:

2.1.7 Where facilities are available, BellSouth will install loops within the time interval listed in the Product and Service Interval Guide Issue 2-b, December 1999 posted on the BellSouth web site and incorporated herein by this reference. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for SI process is included in the intervals listed in the guide. For expedite requests by BlueStar, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC #1 Tariff, Section 5.1.1 will apply. If BlueStar cancels an order for network elements and other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC #1 Tariff, Section. 5.4.

2. Attachment 6 of the Interconnection Agreement entered into between the Parties is hereby amended to include a new Section 2.4.1 as follows:

2.4.1 Pursuant to the Appendix A of the document entitled, "Operational Understanding between BellSouth Maintenance Centers and CLEC

Maintenance Centers for Local Services," BlueStar may request escalations for repair services for any customer.

3. The General Terms and Conditions of the Interconnection Agreement entered into between the Parties in Florida and Georgia is hereby amended to delete Section 12 of the Interconnection Agreement in its entirety and replace it with new Section 12 as follows:

**12. Resolution of Disputes**

The Parties agree that it is in their interest to resolve disputes arising under this contract in an expedited manner. To expedite resolution of disputes, such as access to collocations or provisioning, the Parties agree to form an Intercompany Board. Each Party will designate one person (and one alternative person in case the primary designee is unavailable) with sufficient authority to resolve disputes quickly. If a dispute arises that is not being resolved quickly in the ordinary course, a Party's designee shall contact the other Party's designee. The two will then work together to resolve the dispute within 2 business days. If the dispute cannot be resolved within the 2 business days, either Party may file a Petition or Complaint with the Commission for a resolution of the dispute.

4. Attachment 6 of the Interconnection Agreement entered into between the Parties, is hereby amended to incorporate a new Section 2.7 as follows:

BellSouth has set a target of 3Q00 as the date by which its EDI and TAG interfaces will support xDSL services.

5. Attachment 2 of the Interconnection Agreement entered into between the Parties is hereby amended to include a new Section 2.1.16 as follows:

**2.1.16** BellSouth shall provide BlueStar with non-discriminatory access to the loop qualification information that is available to BellSouth, so that BlueStar can make an independent judgment about whether the loop is capable of supporting the advanced services equipment that BlueStar intends to install. Loop qualification information is defined as information, such as the composition of the loop material, including but not limited to: fiber optics or copper, the existence, location and type of any electronic and other equipment on the loop, including but not limited to, digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridge taps, load coils, pair-gain devices, disturbers in the same or adjacent binder groups; the loop length, including the length and location of each type of transmission media; the wire gauge(s) of the loop; and the electrical parameters of the loop, which may determine the suitability of the loop for various technologies.

BellSouth shall make such information available to BlueStar in accordance with the FCC's UNE Remand Order. BellSouth is developing an electronic interface to its Loop Facility Assignment Control System ("LFACS") with a targeted date of third quarter 2000 for implementation. BlueStar currently has electronic access to BellSouth's Loop Qualification System (LQS).

6. This Amendment shall have an effective date of February 28, 2000.

7. All other provisions of the Interconnection Agreement dated December 28, 1999 shall remain in full force and effect.

8. Either or both of the Parties shall 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 the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

**BlueStar Networks, Inc.**

**BellSouth Telecommunications, Inc.**

By: Morton Cutler  
Name: Morton Cutler  
Title: VP Regulatory & General Counsel  
Date: 2/29/00

By: Jerry Hendrix  
Name: Jerry Hendrix  
Title: Senior Director  
Date: 2/28/00

**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between BlueStar Networks, Inc. and BellSouth Telecommunications, Inc., dated March 1, 2000, for the state(s) of Florida, Georgia, Kentucky and Tennessee consists of the following:

ITEM	NO. PAGES
Amendment	2
Total	2

**AMENDMENT TO THE  
AGREEMENT BETWEEN  
BLUESTAR NETWORKS, INC.  
AND BELL SOUTH TELECOMMUNICATIONS, INC.  
DATED DECEMBER 28, 1999  
(Florida)**

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

WHEREAS, the Parties entered into an Interconnection Agreement on December 28, 1999; and

WHEREAS, the Parties desire to amend that Interconnection Agreement.

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 Unbundled Copper Loop (UCL) rates and Loop Conditioning rates for Florida in the January 27, 2000 Amendment are hereby revised as follows:

2.1.2.8.1 The following rates for Florida are interim rates subject to true-up.

2.1.2.8.1 In exchange for the following interim NRC UCL rate in Florida, BlueStar agrees to the Loop Conditioning rates set forth below. Any CLEC adopting this amendment must agree to both the NRC UCL and Loop Conditioning rates set forth in this amendment for the state of Florida.

<b>2-Wire Unbundled Copper Loop (18 kft. or less)</b>	<b>Florida</b>
Recurring	\$18.00
Non-Recurring, 1 <sup>st</sup>	\$113.85
Non-Recurring, Add'l	\$99.61
Manual Svc. Order - 1 <sup>st</sup>	\$47.00
Manual Svc. Order - Add'l	\$21.00
Order Coordination	\$16.00

The UCL Rates listed above may be used for UCLs longer than 18kft. until a cost study is done for long UCLs (greater than 18kft).

Loop Conditioning	Florida
Remove Equipment <18ft	
First Install	\$485.00
Add'l Install	\$25.00
Remove Equipment > 18ft	
First Install	\$775.00
Add'l Install	\$25.00
First Disconnect	\$775.00
Add'l Disconnect	\$25.00
Remove Bridge Tap all	
First Install	\$485.00
Add'l Install	\$20.00

The Loop Conditioning charges apply in addition to the UCL NRCs.  
 All rates listed above are subject to true-up once final cost 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 or the Parties regarding the amount of such "true-up," the Parties agree that such differences shall be resolved through arbitration.

2. This Amendment shall have an effective date of March 1, 2000.
3. All other provisions of the Interconnection Agreement dated December 28, 1999 shall remain in full force and effect.
4. Either or both of the Parties shall 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 the Interconnection Agreement be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

By: Morton Cutler

Name: Morton Cutler

Title: General Counsel

Date: 3/1/00

BellSouth Telecommunications, Inc.

By: Jerry D. Hendrix

Name: Jerry D. Hendrix

Title: Sr. Director

Date: 3/1/00

**STIPULATION**  
(Florida)

**THIS STIPULATION** between BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("BlueStar") is entered into and effective this 1st day of March, 2000. BellSouth and BlueStar are collectively referred to herein as the "Parties."

**WHEREAS**, BlueStar filed a Petition for Arbitration with BellSouth pursuant to the Telecommunications Act of 1996 ("Petition") on December 7, 1999 with the Florida Public Service Commission (the "Commission");

**WHEREAS**, Issues 1, 2, 3, 4, 5, 6a-c, 7, 8, 9, 10a-b, 11, 12, 13, 15 and 16 had previously been resolved by the Parties;

**WHEREAS**, Issue 14 was removed from the Florida arbitration by an order of the Florida Public Service Commission's staff dated January 25, 2000, which is the subject of a Motion for Reconsideration filed February 4, 2000;

**WHEREAS**, the Parties have continued to negotiate to resolve the issues contained in the Petition; and

**WHEREAS**, the Parties have reached a resolution of issues 10c and 10d in Florida only.

**NOW, THEREFORE**, the Parties hereby agree as follows:

1. The Parties have resolved Issues 10c and 10d in Florida only pursuant to the Amendment of March 1, 2000, a copy of which is attached hereto.
2. Either or both of the Parties shall submit this Stipulation to the Commission.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Stipulation to be executed by their respective duly authorized representatives on the date indicated below.

BlueStar Networks, Inc.

By: Norton Cutler

Name: Norton Cutler

Title: General Counsel

Date: 3/1/00

BellSouth Telecommunications, Inc.

By: Jerry Hendrix

Name: Jerry Hendrix

Title: Senior Director

Date: 3/1/00