

ORIGINAL

MCWHIRTER REEVES

ATTORNEYS AT LAW

TAMPA OFFICE:
400 NORTH TAMPA STREET, SUITE 2450
TAMPA, FLORIDA 33602
P. O. BOX 3350 TAMPA, FL 33601-3350
(813) 224-0866 (813) 221-1854 FAX

PLEASE REPLY TO:

TALLAHASSEE

TALLAHASSEE OFFICE:
117 SOUTH GADSDEN
TALLAHASSEE, FLORIDA 32301
(850) 222-2525
(850) 222-5606 FAX

February 29, 2000
VIA Hand Delivery

RECEIVED-FPSC
00 FEB 29 AM 11:49
RECORDS AND REPORTING

Blanca S. Bayo, Director
Division of Records and Reporting
Betty Easley Conference Center
4075 Esplanade Way
Tallahassee, Florida 32399-0870

Re: Docket No.991838-TP

Dear Ms. Bayo:

Enclosed for filing and distribution are the original and 15 copies of:

- BlueStar Networks, Inc.'s Notice of Filing Stipulation

Please acknowledge receipt of the above on the extra copies enclosed herein and return them to me. Thank you for your assistance.

Yours truly,

Vicki Gordon Kaufman
Vicki Gordon Kaufman

AFA	_____
APP	_____
CAF	_____
CMU	_____
CTR	_____
EAG	_____
LEG	_____
MAS	_____
OPC	_____
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SEC	_____
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DOCUMENT NUMBER-DATE

MCWHIRTER, REEVES, MCGLOTHLIN, DAVIDSON, DECKER, KAUFMAN, ARNOLD & STEEN, P.A.

02688 FEB 29 2000
FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re:

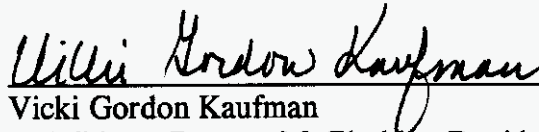
Petition for Arbitration of BlueStar
Networks, Inc. with BellSouth
Telecommunications, Inc. Pursuant to the
Telecommunications Act of 1996

Docket No. 991838-TP

Filed: February 29, 2000

**BLUESTAR NETWORKS, INC.'S
NOTICE OF FILING STIPULATION**

BlueStar Networks, Inc. (BlueStar) gives notice of filing the attached Stipulation which resolves Issues 3, 4, 6(a)-(e), 7, 9, 10(a)-(b) and 15 in this case.



Vicki Gordon Kaufman
McWhirter, Reeves, McGlothlin, Davidson, Decker,
Kaufman, Arnold & Steen, P.A.
117 South Gadsden Street
Tallahassee, Florida 32301
850-222-2525 (telephone)
850-222-5606 (facsimile)

Henry C. Campen
John A. Doyle
Parker, Poe, Adams & Bernstein, LLP
First Union Capitol Center
150 Fayetteville Street Mall, Suite 1400
Raleigh, North Carolina 27602
919-828-0564 (telephone)
919-834-4564 (facsimile)

Attorneys for BlueStar Networks, Inc.

DOCUMENT NUMBER-DATE

02668 FEB 29 8

FPSC-RECORDS/REPORTING

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of BlueStar Networks, Inc.'s foregoing Notice of Filing Stipulation has been furnished by (*) hand delivery this 29th day of February, 2000, to the following:

(*) Donna Clemons
Florida Public Service Commission
Division of Legal Services
2540 Shumard Oak Boulevard
Gunter Building, room 370
Tallahassee, Florida 32399-0850

(*) Phil Carver (also served by fax)
c/o Nancy Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, #400
Tallahassee, Florida 32301-1556


Vicki Gordon Kaufman

02/28/00 11:19

BELLSOUTH INTERCONNECTION SERV* → 916152552102

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BELLSOUTH INTERCONNECTION SERV* → 7784227000

STIPULATION

THIS STIPULATION between BellSouth Telecommunications, Inc. ("BellSouth") and BlueStar Networks, Inc. ("BlueStar") is entered into and effective this 28th day of February, 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 Georgia Public Service Commission, the Kentucky Public Service Commission, and the Tennessee Regulatory Authority, (collectively, the "Commissions");

WHEREAS, issues¹ 1, 8, 12, and 13 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, BlueStar is participating in BellSouth's cooperative line sharing negotiations along with a number of other CLECs that will work in a cooperative effort to determine the rates, terms and conditions for line sharing including conducting a line sharing trial;

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

WHEREAS, the Parties have reached a resolution on many of the issues.

NOW, THEREFORE, the Parties hereby agree as follows:

- 1. The Parties have resolved issues 3, 4, 6a-a, 7 and 9 for all four states; issue 15 only in Florida and Georgia; and issues 10a and 10b only in Florida. An Amendment reflecting the resolution of issues 3, 4, 6a-a, 7, 9 and 15, is attached.**
- 2. As a result of the cooperative line sharing negotiations, BlueStar and BellSouth believe that issues 2 and 11 of the arbitration proceeding will be addressed during the cooperative negotiations and therefore agree to reserve those issues from this proceeding.**
- 3. All other issues not resolved by the Parties remain pending in this proceeding; provided, however, that with respect to issue 14, BlueStar reserves all legal rights to seek review or appeal of the Florida Public Service Commission's Order.**
- 4. Either or both of the Parties shall submit this Stipulation to the Commissions.**

¹ The form and numbering of the issues contained in this Stipulation correspond with the form and numbering of the "Tentative List of Issues" attached as Appendix A to the Order of the Florida Public Service Commission, Docket No. 991036-TP (January 21, 2000). This Order reflects the prior resolution of issues 1, 8, 12 and 13.

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BELLSOUTH INTERCONNECTION SERVICE - TRANSACTIONS

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.

Bellsouth Telecommunications, Inc.

By: Norton Cutler
Name: Norton Cutler
Title: General Counsel
Date: 2/28/00

By: [Signature]
Name: Jerry D. Hendrix
Title: Sr. Director
Date: 2/28/00

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BELLSOUTH INTERCONNECTION

**AMENDMENT TO THE
AGREEMENT BETWEEN
BLUESTAR NETWORKS, INC.
AND BELLSOUTH 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 considerations, 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 Issues 2-b, December 1999 posted on the BellSouth web site and interpreted herein by this reference. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to placing 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 Center and CLEC

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Maintenance Center for Local Services." BlueStar may request cancellations for repair services for any customer.

3. The General Terms and Conditions of the Interconnection Agreements 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 expedient 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 NDL services.

5. Attachment 3 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 span 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.

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BellSouth shall make such information available to BlueStar in accordance with the FCC's LNS Removal 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(a) of the Federal Telecommunications Act of 1996.

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

BlueStar Networks, Inc.

BellSouth Telecommunications, Inc.

By: Norton Cutler
 Name: Norton Cutler
 Title: General Counsel
 Date: 2/28/00

By: Jerry D. Hendrix
 Name: Jerry D. Hendrix
 Title: Sr. Director
 Date: 2/28/00