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March 30, 2000
VIA Hand Delivery

ORIGINAL

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 Network, 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

FA	_____
PP	_____
AE	_____
MU	_____
STR	_____
EAG	_____
EG	_____
MAS	_____
DPC	_____
RRR	_____
SEC	_____
WAW	_____
OTH	_____

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RECEIVED & FILED

[Signature]
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

03982 MAR 30 8

FPSC-RECORDS/REPORTING

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: March 30, 2000

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

BlueStar Networks, Inc. (BlueStar) gives notice of filing the attached Stipulation which resolves Issues 10(c) and 10(d) in this case.

Vicki Gordon Kaufman

Vicki Gordon Kaufman
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Attorneys for BlueStar Networks, Inc.

DOCUMENT NUMBER-DATE

03982 MAR 30 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 30th day of March, 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

**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-e, 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

**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.

2-Wire Unbundled Copper Loop (18 kft. or less)	Florida
Recurring	\$18.00
Non-Recurring, 1 st	\$113.85
Non-Recurring, Add'l	\$99.61
Manual Svc. Order - 1 st	\$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: Norton Cutler
 Name: Norton Cutler
 Title: General Counsel
 Date: 3/1/00

BellSouth Telecommunications, Inc.
 By: Jerry D. Hendry
 Name: Jerry D. Hendry
 Title: Sr. Director
 Date: 3/1/00