

REQUEST TO ESTABLISH DOCKET
(PLEASE TYPE)

Date: April 20, 1999

Docket No. 990500-TP

1. Division Name/Staff Name: CRJ/Victor Cordiano
2. OPR: Victor Cordiano
3. OCR: _____
4. Suggested Docket Title: Request by Hyperion Communications of Florida, LLC for approval of amendment to the Interconnection Agreement between Hyperion Communications of Florida, LLC and Sprint-Florida, Incorporated.

5. Suggested Docket Mailing List (attach separate sheet if necessary)

- A. Provide NAMES ONLY for regulated companies or ACRONYMS ONLY regulated industries, as shown in Rule 25-22.104, F.A.C.
- B. Provide COMPLETE name and address for all others. (Match representatives to clients.)

1. Parties and their representatives (if any)

Hyperion Communications of Florida, LLC _____

Sprint-Florida, Incorporated _____

2. Interested Persons and their representatives (if any)

6. Check one:

Documentation is attached.

Documentation will be provided with the recommendation.

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April 15, 1999

BY FEDERAL EXPRESS

Mr. Wayne Stavanja
Division of Communications
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399

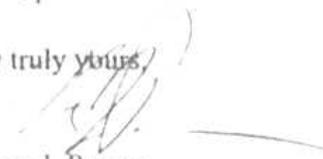
Re: Hyperion Communications of Florida, LLC/Sprint - Florida, Incorporated 47 USC § 252(i) Agreement

Dear Wayne:

For the Commission's reference, I enclose a copy of Amendment 1 to the Section 252(i) Interconnection Agreement between Hyperion Communications of Florida, LLC and Sprint-Florida, Incorporated, submitted to you on January 13, 1999. This recently executed Amendment adds Hyperion Telecommunications of Florida, Inc. as a party to the Agreement. Hyperion considers the agreement effective with this submission.

If there are questions concerning this matter, please contact me:

Very truly yours,


Morton J. Posner

Counsel for Hyperion Communications of Florida,
LLC and Hyperion Telecommunications of Florida,
Inc.

Enclosures

cc(w/enc.): Susan Masterton, Esq.
Janet S. Livengood, Esq.
cc(w/o enc.): John Glicksman, Esq.
Dana Frix, Esq.
Eric J. Branfman, Esq.

RECEIVED

APR 19 1999

CMU

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

UNITED TELEPHONE COMPANY OF PENNSYLVANIA

and

HYPERION TELECOMMUNICATIONS OF PENNSYLVANIA, INC.

This Amendment No. 1 is made on this [✓]29th day of March 1999, by and between United Telephone Company of Pennsylvania ("Sprint"), a Pennsylvania corporation with offices at 1201 Walnut Bottom Road, Carlisle, Pennsylvania 17013, and Hyperion Telecommunications of Pennsylvania, Inc., a Delaware corporation; Hyperion Susquehanna Telecommunications, a Pennsylvania partnership; Hyperion Communications of Pennsylvania, LLC, a Delaware limited liability company; Hyperion Telecommunications of Harrisburg, Inc., a Delaware Corporation; Allegheny Hyperion Telecommunications, LLC, a Pennsylvania limited liability company; and Hyperion Telecommunications, Inc., a Delaware corporation (collectively "Hyperion") with offices at DDI Plaza Two, 500 Thomas Street, Suite 400 Bridgeville, Pennsylvania 15017-2838. Sprint and Hyperion may be referred to herein individually as a "Party" and collectively as the "Parties".

WITNESSETH

WHEREAS Sprint and Hyperion are parties to an Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated January 1, 1999 ("Agreement"); and

WHEREAS, the Parties now desire to amend the Agreement to add additional parties to the agreement as follows:

- (1) Hyperion Telecommunications, Inc., a Delaware Corporation.
- (2) Hyperion Telecommunications of Harrisburg, Inc., a Delaware Corporation.

- (3) Allegheny Hyperion Telecommunications, LLC, a Pennsylvania limited liability company.

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 agree to amend the Agreement as follows:

1. Remove the cover page of the Agreement and insert and incorporate into the Agreement, the attached revised cover page.
2. Remove page one of the Agreement and insert and incorporate into the Agreement, the attached revised page.
3. Remove page 34 of the Agreement and insert and incorporate into the Agreement, the attached revised page 34 containing the signature blocks.
4. Except for the foregoing, the terms and provisions contained in the Agreement shall remain in full force and effect.

In WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

Hyperion Telecommunications, Inc.

Thomas W. Cady
Name: THOMAS W. CADY
Title: Vice President
Date: APRIL 5, 1999

Hyperion Susquehanna Telecommunications
By: Hyperion Telecommunications of
Pennsylvania, Inc., general partner

Thomas W. Cady
Name: THOMAS W. CADY
Title: Vice President
Date: APRIL 5, 1999



Sprint

By: William E. Cheek
Name: William E. Cheek
Title: Vice President, Sales and
Marketing
Date: 4/12/99

**Hyperion Telecommunications of
Pennsylvania, Inc.**

Thomas W. Cady
Name: THOMAS W. CADY
Title: Vice President
Date: APRIL 5, 1999

Hyperion Communications of Pennsylvania, LLC
By: Hyperion Telecommunications, Inc.
as sole Member

Thomas W. Cady
Name: THOMAS W. CADY
Title: Vice President
Date: APRIL 5, 1999

Hyperion Telecommunications of Harrisburg, Inc.

Thomas W. Cady
Name: THOMAS W. CADY
Title: Vice President
Date: APRIL 5, 1999

Allegheny Hyperion Telecommunications, LLC
By: ~~Hyperion Telecommunications of Pennsylvania, Inc.~~ as member company

Thomas W. Cady
Name: THOMAS W. CADY
Title: Vice President
Date: APRIL 5, 1999

**MASTER INTERCONNECTION AND RESALE AGREEMENT
FOR THE COMMONWEALTH OF PENNSYLVANIA**

January 1, 1999

**Hyperion Telecommunications, Inc., Hyperion Telecommunications
of Pennsylvania, Inc., Hyperion Telecommunications of Harrisburg, Inc.,
Allegheny Hyperion Telecommunications, LLC, Hyperion Susquehanna
Telecommunications, and Hyperion Communications of Pennsylvania, L.L.C.**

and

United Telephone Company of Pennsylvania

INTERCONNECTION AND RESALE AGREEMENT

This Interconnection and Resale Agreement (the "Agreement"), entered into this 1st day of January, 1999, is entered into by and between Hyperion Telecommunications, Inc., a Delaware corporation; Hyperion Telecommunications of Pennsylvania, Inc., a Delaware corporation; Hyperion Telecommunications of Harrisburg, Inc., a Delaware Corporation; Allegheny Hyperion Telecommunications, LLC, a Pennsylvania limited liability company; Hyperion Susquehanna Telecommunications, a Pennsylvania partnership; and Hyperion Communications of Pennsylvania, LLC, a Delaware limited liability company (collectively "Hyperion"), and United Telephone Company of Pennsylvania ("Sprint"), a Pennsylvania corporation, to establish the rates, terms and conditions for local interconnection, local resale, and purchase of unbundled network elements (individually referred to as the "service" or collectively as the "services").

WHEREAS, the Parties wish to interconnect their local exchange networks for the purposes of transmission and termination of calls, so that customers of each can receive calls that originate on the other's network and place calls that terminate on the other's network, and for Hyperion's use in the provision of exchange access ("Local Interconnection"); and

WHEREAS, Hyperion wishes to purchase Telecommunications Services for resale to others, and Sprint is willing to provide such service; and

WHEREAS, Hyperion wishes to purchase unbundled network elements, ancillary services and functions and additional features ("Network Elements"), and to use such services for itself or for the provision of its Telecommunications Services to others, and Sprint is willing to provide such services;

WHEREAS the Parties intend the rates, terms and conditions of this Agreement, and their performance of obligations thereunder, to comply with the Communications Act of 1934, as amended (the "Act"), the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Pennsylvania Public Utility Commission (the "Commission"); and

WHEREAS, the Parties wish to replace any and all other prior agreements, written and oral, applicable to the Commonwealth of Pennsylvania.

Now, therefore, in consideration of the terms and conditions contained herein, Hyperion and Sprint hereby mutually agree as follows:

unaccompanied enlisted personnel barracks on United States Army bases. Should Hyperion place a service order for any end user utilizing the facilities covered by the AAFES agreement, Sprint reserves the right to not provision the service.

In WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by its duly authorized representatives.

Hyperion Telecommunications, Inc.

Thomas W. Cady
Name: THOMAS W. CADY
Title: Vice President
Date: APRIL 5, 1999

Hyperion Susquehanna Telecommunications

By: Hyperion Telecommunications of Pennsylvania, Inc., general partner
Thomas W. Cady
Name: THOMAS W. CADY
Title: Vice President
Date: APRIL 5, 1999

Sprint

By: William E. Check
Name: William E. Check
Title: Vice President, Sales and Marketing
Date: 4/12/99

Hyperion Telecommunications of Pennsylvania, Inc.

Thomas W. Cady
Name: THOMAS W. CADY
Title: Vice President
Date: APRIL 5, 1999

Hyperion Communications of Pennsylvania, LLC

By: Hyperion Telecommunications, Inc. as sole Member
Thomas W. Cady
Name: THOMAS W. CADY
Title: Vice President
Date: APRIL 5, 1999

Hyperion Telecommunications of Harrisburg, Inc.

Thomas W. Cady

Name: THOMAS W. CADY
Title: Vice President

Date: APRIL 5, 1999

Allegheny Hyperion Telecommunications, LLC

By: HYPERION TELECOMMUNICATIONS OF PENNSYLVANIA, INC, as member company

Thomas W. Cady

Name: THOMAS W. CADY
Title: Vice President

Date: APRIL 5, 1999