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**BELLSOUTH**

JUL 30 PM 4:14

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

RECORDS AND  
REPORTING

July 30, 1999

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

990997-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Hyperion Communications of FL, LLC 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 Hyperion Communications of FL, LLC are submitting to the Florida Public Service Commission an amendment 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 Hyperion Communications of FL, LLC. The initial agreement between the companies was filed July 8, 1999 in Docket 990889-TP.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Hyperion Communications of FL, LLC 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

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*[Signature]*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

09049 JUL 30 99

FPSC-RECORDS/REPORTING

**ATTACHMENT TO TRANSMITTAL LETTER**

The Amendment entered into by and between Hyperion Communications of Florida, L.L.C. and BellSouth Telecommunications, Inc., dated June 30, 1999, for the state of Florida consists of the following:

ITEM	NO. PAGES
Amendment	2
Exhibit 1	2
TOTAL	4

**AMENDMENT TO AGREEMENT BETWEEN  
HYPERION COMMUNICATIONS OF FLORIDA, L.L.C.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
JUNE 2, 1999**

Pursuant to this Agreement (the "Amendment"), Hyperion Communications of Florida, L.L.C. ("Hyperion-FL"), and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Agreement between the Parties dated June 2, 1999 ("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, Hyperion-FL and BellSouth hereby covenant and agree as follows:

1. Effective June 30, 1999, the retail charges for DID Trunk Termination for Combination Trunks with Call Transfer, via BellSouth® Megalink® Service into a Digital Central Office, in Florida are as provided in Exhibit 1, incorporated herein by this reference.
2. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the appropriate regulatory bodies having jurisdiction over subject matter of this Amendment, for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.
3. The Parties further agree that the terms of the existing Agreement is two years beginning June 2, 1999. This Amendment is in effect only for remaining months of the existing Agreement.

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

Hyperion Communications of Florida, L.L.C.  
BY: HYPERION TELECOMMUNICATIONS, INC.  
as sole member *JH*

BellSouth Telecommunications, Inc.

BY: *James B. Shuckman*

BY: Jerry Hendrix

TITLE: Vice President

TITLE: Senior Director

DATE: 6/30/99

DATE: \_\_\_\_\_

**RECEIVED**  
JUL 01 1999  
BY: *GH*

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AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
JUNE 2, 1999

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Hyperion Communications of Florida, L.L.C.

BellSouth Telecommunications, Inc.

BY: *Jim B. Friedman* <sup>983</sup>

BY: *Jerry Hendrix*

TITLE: VICE PRESIDENT

TITLE: Senior Director

DATE: 6/30/99

DATE: 6/30/99

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**AMENDMENT TO AGREEMENT BETWEEN  
HYPERION COMMUNICATIONS OF FLORIDA, L.L.C.  
AND  
BELLSOUTH TELECOMMUNICATIONS, INC.  
JUNE 2, 1999**

**EXHIBIT 1**

**Ref. FL99-6240-00**

**Service Description:** DID Trunk Termination for Combination Trunks

**Service Scope:** Rates and charges for DID Trunk Termination for Combination Trunks, with Call Transfer, via BellSouth® Megalink® Service into a Digital Central Office

This agreement provides a month to month payment plan with a minimum service period of twelve (12) months. This rate is valid through September 30, 1999.

<b>Rate Elements</b>	<b>Non-Recurring</b>	<b>Recurring</b>	<b>USOC</b>
<b>FLORIDA</b>			
1. Trunk Side Termination for Dedicated Group of twenty four (24) trunk circuits (Note 3) (a) each	\$325.00	\$360.00	WWWDO
2. DID Trunk Termination, Each Combination Trunk with Call Transfer, (a) Per Trunk Termination, per Channel (Notes 1,2,4,5)	\$7.00	\$24.00	WOODH
3. Service Establishment Fee	\$225.00	\$0.00	WGGVF

**NOTES:**

1. Service Connection Charges as specified in Section A4 of the General Subscriber Service Tariff (GSST) will apply.

- 2. The Exchange Access is to be provided using MegaLink® Channel Service Network Access Register (NAR) rates for DID Combination NAR's as found in Section A3.13 of the GSST.
- 3. Rates and charges for MegaLink® Service apply as specified in Section B7 of the Private Line Tariff (PLST) and are in addition to the rates and charges listed herein.
- 4. End User Charges as specified for End User Common Access Service in BellSouth Telecommunications, Inc., FCC No. 1, Section 4 apply per Trunk Channel.
- 5. This rate element is in lieu of USOC NCT found in A12 of the GSST. Other DID Service rates and charges will apply as specified in the tariff.

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