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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

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

990998-TP

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Hyperion Telecommunications of FL, 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 Hyperion Telecommunications of FL, Inc. 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 Telecommunications of FL, Inc. The initial agreement between the companies was filed July 14, 1999 in Docket 990920-TP.

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

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DOCUMENT NUMBER-DATE

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PPSC-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Amendment entered into by and between Hyperion Telecommunications of Florida, Inc., 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 TELECOMMUNICATIONS OF FLORIDA, INC. AND
BELL-SOUTH TELECOMMUNICATIONS, INC.**

JUNE 2, 1999

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

Bellsouth Telecommunications, Inc.

BY: *John B. Thuesman* ⁹⁸⁵

BY: Jerry Hendrix

TITLE: Vice President

TITLE: Senior Director

DATE: 6/30/99

DATE: _____

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JUL 01 1999
BY: *[Signature]*

AMENDMENT TO AGREEMENT BETWEEN
HYPERION TELECOMMUNICATIONS OF FLORIDA, INC. AND
BELL SOUTH TELECOMMUNICATIONS, INC.
JUNE 2, 1999

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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 Telecommunications Of Florida, Inc.

985
 BY: *Jim B. Thurston*
 TITLE: VICE PRESIDENT
 DATE: 6/30/99

Bellsouth Telecommunications, Inc.

Jerry Hendrix
 BY: Jerry Hendrix
 TITLE: Senior Director
 DATE: 6/30/99

**AMENDMENT TO AGREEMENT BETWEEN
HYPERION TELECOMMUNICATIONS OF FLORIDA, INC. AND
BELL SOUTH TELECOMMUNICATIONS, INC.**

EXHIBIT I

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.

Rate Elements	Non-Recurring	Recurring	USOC
FLORIDA			
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	\$5.00	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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