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150 South Monroe Street
Tallahassee, Florida 32301-1556

99 DEC 16 PM 4:40

Marshall M. Criser III
Regulatory Vice President

RECORDS AND
REPORTING

ORIGINAL

December 16, 1999

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

991959-7P

Re: Approval of an Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Adelphia Business Solutions of Jacksonville, Inc. (formerly Hyperion Communications of Florida, 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 Adelphia Business Solutions of Jacksonville, Inc. (formerly Hyperion Communications of Florida, 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 Adelphia Business Solutions of Jacksonville, Inc. (formerly Hyperion Communications of Florida, LLC). This amendment deletes Exhibit 1 and replaces it with a new Exhibit 1 with the new name of Adephia Business Solutions of Jacksonville, Inc.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and Adelphia Business Solutions of Jacksonville, Inc. (formerly Hyperion Communications of Florida, 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
(22)

DOCUMENT NUMBER-DATE
15479 DEC 20 99
C-RECORDS/REPORTING

ATTACHMENT TO TRANSMITTAL LETTER

The Agreement entered into by and between Hyperion Communications of Florida, L.L.C. (FL) and BellSouth Telecommunications, Inc., dated 11/10/1999, for the state(s) of Florida consists of the following:

ITEM	NO. PAGES
Amendment	2
TOTAL	2

**SECOND AMENDMENT
TO
HYPERION COMMUNICATIONS OF FLORIDA, LLC/BELLSOUTH INTERCONNECTION
AGREEMENT
DATED
JUNE 2, 1999**

Pursuant to this Amendment to Hyperion Communications of Florida, LLC /BellSouth Interconnection Agreement (the "Amendment"), for the state of Florida, Hyperion Communications of Florida, LLC ("Hyperion") and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend the Hyperion/Bellsouth Interconnection Agreement 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 and BellSouth hereby covenant and agree as follows:

1. Exhibit 1 of the Amendment to the Agreement between Hyperion Communications of Florida, LLC and BellSouth Telecommunications, Inc., executed on June 30, 1999, is hereby deleted in its entirety and replaced with a new Exhibit 1, which is incorporated herein by reference.

2. All references to Hyperion Communications of Florida, LLC shall be replaced with Adelpia Business Solutions of Florida, LLC.

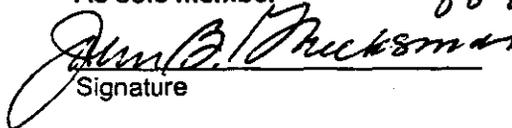
3. All of the other provisions of the Interconnection Agreement shall remain unchanged and in full force and effect.

3. Either or both of the Parties shall submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, 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 be executed by their respective duly authorized representatives on the date indicated below.

**Adelpia Business Solutions
of Florida, LLC**

**By: Adelpia Business Solutions, Inc.
As sole member**

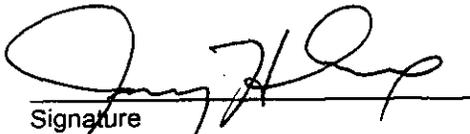

Signature

John B. Glicksman, Esq.
Printed Name

Vice President - General Counsel
Title

11/2/99
Date

BellSouth Telecommunications, Inc.


Signature

Jerry D. Hendrix
Printed Name

Sr. Director
Title

11/10/99
Date

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.

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	\$.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.