

SWIDLER BERLIN SHEREFF FRIEDMAN, LLP **ORIGINAL**

WASHINGTON OFFICE
3000 K STREET, NW, SUITE 300
WASHINGTON, DC 20007-5116
TELEPHONE (202) 424-7500
FACSIMILE (202) 424-7647

NEW YORK OFFICE
919 THIRD AVENUE
NEW YORK, NY 10022-9998
TELEPHONE (212) 758-9500
FACSIMILE (212) 758-9526

February 9, 1999

VIA OVERNIGHT DELIVERY

Blanca S. Bayó
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0870

981974-11

Re: Application of Hyperion Communications of Florida, LLC for Authority to Provide Interexchange Telecommunications Service in Florida

Dear Ms. Bayo:

On behalf of Hyperion Communications of Florida, LLC ("Hyperion") and in accordance with our conversation with Commission Staff Member Nancy Pruitt, enclosed please find an original and six (6) copies of Hyperion's Interexchange Telecommunications Tariff (Attachment A) and a verification indicating Hyperion will not collect deposits from its interexchange customers (Attachment B).


Please date stamp the extra copy of the filing and return it to us in the enclosed self-addressed postage-paid envelope. If you have any questions regarding the tariff, please call us or Elizabeth Dickerson at (202) 945-6962. Hyperion remains grateful for staff continued attention and cooperation.

- ACK _____
- AFA _____
- APP _____
- CAF _____
- CMU 1
- CTR _____
- EAG _____
- LEC 1
- LIN _____
- OPC _____
- RCH _____
- SEC 1 cc:
- WAS _____
- OTH _____

RECEIVED & FILED

FPSC-BUREAU OF RECORDS

Nancy Pruitt
Elizabeth Dickerson

Very truly yours,

Dana Frix
Jonathan D. Draluck

Counsel for Hyperion Communications of Florida, LLC

DOCUMENT NUMBER-DATE

01773 FEB 10 99

FPSC-RECORDS/REPORTING

FEB 10 1999

**Application of Hyperion Communications of Florida, LLC for Authority to Provide
Interexchange Telecommunications Service in Florida**

Attachment A

Hyperion Communications of Florida, LLC Interexchange Telecommunications Tariff

HYPERION COMMUNICATIONS OF FLORIDA, LLC

REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES
APPLYING TO INTRASTATE TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF FLORIDA

This Tariff contains the rules and regulations applicable to the Intrastate Telecommunications Services provided by Hyperion Communications of Florida, LLC ("Company" or "Hyperion") between one or more points in the State of Florida as authorized by the Florida Public Service Commission. This Tariff is on file with the Florida Public Service Commission, and copies may be inspected, during normal business hours. Copies may also be inspected during regular business hours at the Company's principal place of business, DDI Plaza Two, 500 Thomas Street, Suite 400, Bridgeville, Pennsylvania 15017.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

CHECK SHEET

The pages of this Tariff are effective as of the date shown. The original and revised pages named below contain all changes from the original Tariff and are in effect on the date shown.

<u>Sheet</u>	<u>Revision</u>	<u>Sheet</u>	<u>Revision</u>
1	Original	35	Original
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		
21	Original		
22	Original		
23	Original		
24	Original		
25	Original		
26	Original		
27	Original		
28	Original		
29	Original		
30	Original		
31	Original		
32	Original		
33	Original		
34	Original		

Issued: December 28, 1998

Effective:

By: Janet S. Lvengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

TABLE OF CONTENTS

	<u>Page</u>
TITLE SHEET	1
CHECK SHEET	2
TABLE OF CONTENTS	3
INDEX	4
EXPLANATION OF SYMBOLS	5
TARIFF FORMAT	6
SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS	7
SECTION 2 - RULES AND REGULATIONS	9
SECTION 3 - DESCRIPTION OF SERVICES	26
SECTION 4 - RATES AND CHARGES	32

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

INDEX

2.7	Advance Payments	21
2.9	Billing of Calls	22
3.5	Calculation of Distance	27
4.2	Calling Card Charges	34
3.9	Calling Card Services	31
2.5	Cancellation or Interruption of Service	16
3.4.	Credit and Refunds	27
2.13	Customer Overpayments	25
2.6	Deposits	20
4.4.1	Directory Assistance	35
2.14	Emergency Termination of Service	25
4.4.2	Hearing and Speech Impaired Persons	35
2.4	Interruption of Service	15
3.8	Intrastate Toll Usage and Mileage Charges	30
4.1	Intrastate Toll Usage and Mileage Charges	32
2.12	Late Payment Charges	24
2.3	Liabilities of the Company	12
2.2	Limitations	11
3.6	Minimum Call Completion Rate	29
2.10	Payment of Charges	22
4.3	Prepaid Debit Card Charges	34
3.10	Prepaid Debit Card Services	31
3.7	Primary Interexchange Carrier (PIC) Change Charge	29
2.11	Return Check Charge	23
4.4	Special Rates for the Handicapped	35
2.8	Taxes	22
4.4.3	Telecommunications Relay Service	35
3.2	Time Periods Defined	26
3.3.	Uncompleted Calls	27
2.1	Undertaking of the Company	9
3.1	When Billing Charges Begin and End for Phone Calls	26

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
 DDI Plaza Two
 500 Thomas Street, Suite 400
 Bridgeville, Pennsylvania 15017

EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- D - Delete or Discontinue
- I - Change Resulting in an Increase to a Customer's Bill
- M - Moved from Another Tariff Location
- N - New
- R - Change Resulting in a Reduction to a Customer's Bill
- T - Change in Text or Regulation But No Change in Rate or Charge

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

TARIFF FORMAT

- A. **Sheet Numbering** - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the Tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.
- B. **Sheet Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the Commission. For example, the 4th Revised Sheet 14 cancels the 3rd Revised Sheet 14. Because of various suspension periods, deferrals, etc. the Commission follows in their Tariff approval process, the most current sheet number on file with the Commission is not always the Tariff page in effect.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
 - 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1.
 - 2.1.1.A.1.(a).
 - 2.1.1.A.1.(a).i.
 - 2.1.1.A.1.(a).i.(i).
 - 2.1.1.A.1.(a).i.(i).(1).
- D. **Check Sheets** - When a Tariff filing is made with the Commission, an updated check sheet accompanies the Tariff filing. The check sheet lists the sheets contained in the Tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The Tariff user should refer to the latest check sheet to find out if a particular sheet is the most current on file with the Commission.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Channel - A point-to-point bi-directional path for digital transmission. A channel may be furnished in such a manner as the Company may elect, whether by wire, fiber optics, radio or a combination thereof and whether or not by means of single physical facility or route. One 1.544 Mbps Service is equivalent to 24 channels.

Commission - Florida Public Service Commission.

Company - Hyperion Communications of Florida, LLC, unless otherwise clearly indicated from the context.

Customer - The person, firm, corporation, or other entity which orders service pursuant to this Tariff and utilizes service provided under Tariff by the Company. A Customer is responsible for the payment of charges and for compliance with all terms of the Company's Tariff.

Day - Unless otherwise defined in this tariff, from 8:00 a.m. to 5:00 p.m. local time Monday through Friday.

Evening - Unless otherwise defined in this tariff, from 5:00 p.m. to 10:00 p.m. Monday through Friday.

Exchange - An area, consisting of one or more central office districts, within which a call between any two points is a local call.

Final Account - A Customer whose service has been disconnected who has outstanding charges still owed to the Company.

Interruption - The inability to complete calls, either incoming or outgoing or both, due to Company facilities malfunction or human errors.

Local Calling Area - The area, consisting of one or more central office districts, within which a subscriber for exchange service may make telephone calls without a toll charge.

Move - The disconnection of existing equipment at one location and reconnection of the same equipment at a new location in the same building or in a different building on the same premises.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS (Cont'd)

Night/Weekend - Unless otherwise defined in this tariff, from 10:00 p.m. to 8:00 a.m. all days. From 8:00 a.m. to 10:00 p.m., Saturday and Sunday.

On-Net - Telecommunications services which are transported exclusively over facilities installed by the Company rather than the facilities of another carrier.

PBX - A private branch exchange.

Premises - The space occupied by a Customer or authorized user in a building or buildings or contiguous property not separated by a public right of way.

Private Branch Exchange Service - Service providing facilities for connecting central office trunks and tie lines to PBX stations, and for interconnecting PBX station lines by means of a switchboard or dial apparatus.

Rate Center - A geographic reference point with specific coordinates on a map used for determining mileage when calculating charges.

Resale of Service - The subscription to communications service and facilities by one entity and the reoffering of communications service to others (with or without "adding value") for profit.

Station - Each telephone on a line and where no telephone associated with the line is provided on the same premises and in the same building, the first termination in station key equipment or a jack for use with a portable telephone.

Suspension - Suspension of service for nonpayment is interruption of outgoing service only. Suspension of service at the subscriber's request is interruption of both incoming and outgoing service.

Termination of Service - Discontinuance of both incoming and outgoing service.

Toll Call - Any call extending beyond the local exchange of the originating caller which is rated on a toll schedule by the Company.

User - A Customer, joint user, or any other person authorized by a Customer to use service provided under this Tariff.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2 - RULES AND REGULATIONS

The regulations set forth in this section explain how to apply the rate tables associated with the various service offerings described in Section 4, following.

2.1 Undertaking of the Company

2.1.1 This Tariff sets forth the service offerings, rates, terms and conditions applicable to interexchange telecommunications services provided by Hyperion Communications of Florida, LLC, within the State of Florida.

The Company's services and facilities are furnished for communications originating at specified points within the state of Florida under the terms and conditions of this Tariff. Service is available where facilities permit.

The selling of intrastate interexchange ("IXC") telecommunications service to uncertified IXC resellers is prohibited.

2.1.2 In furnishing facilities and service, the Company does not undertake to transmit messages, but furnishes the use of its facilities to its Customers for communications. The Company undertakes to furnish communications service pursuant to the terms of this Tariff in connection with one-way and/or two-way information transmission between points within the State of Florida.

- a. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- b. The furnishing of service under this Tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.1 Undertaking of the Company (Cont'd)****2.1.2 (Cont'd)**

The Company's obligation to furnish facilities and service is dependent upon its ability (a) to secure and retain, without unreasonable expense, suitable facilities and rights for the construction and maintenance of the necessary circuits and equipment; (b) to secure and retain, without unreasonable expense, suitable space for its plant and facilities in the building where service is or will be provided to the Customer; or (c) to secure reimbursement of all costs where the owner or operator of a building demands relocation or rearrangement of plant and facilities used in providing service therein. The rates set forth in this Tariff apply only to On-net services.

The Company shall not be required to furnish, or continue to furnish, facilities or service where the circumstances are such that the proposed use of the facilities or service would tend to adversely affect the Company's plant, property or service.

The Company reserves the right to refuse an application for service made by a present or former Customer who is indebted to the Company for service previously rendered pursuant to this Tariff until the indebtedness is satisfied.

Whenever facilities are not immediately available to furnish service to all Applicants, the order of precedence, by categories, will continue to be that followed under the Civilian Production Administration Utilities Order U-2, as amended August 7, 1946.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.2 Limitations

- 2.2.1 Service is offered subject to the availability of facilities and provisions of this Tariff.
- 2.2.2 The Company reserves the right to discontinue furnishing service, or limit the use of service necessitated by conditions beyond its control when the Customer is using service in violation of the law or the provisions of the Tariff.
- 2.2.3 All facilities provided under this Tariff are directly controlled by the Company and the Customer may not transfer or assign the use of service or facilities, except with the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.
- 2.2.4 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this Tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service.
- 2.2.5 Customers reselling or rebilling services must have a Certificate of Public Convenience and Necessity as an interexchange carrier from the Florida Public Service Commission.

Issued: December 28, 1998

Effective:

By: Janet S. Lvengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.3 Liabilities of the Company**

- 2.3.1 The liability of the Company for damages arising out of the furnishing of its services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts or omission, shall be limited to the extension of allowances for interruption as set forth in this Tariff. The extension of such allowances for interruption shall be the sole remedy of the Customer and the sole liability of the Company. The Company will not be liable for any direct, indirect, incidental, special, consequential, exemplary or punitive damages to Customer as a result of any Company service, equipment or facilities, or the acts or omissions or negligence of the Company's employees or agents.
- 2.3.2 The Company shall not be liable for any delay or failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood, explosion or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency, commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or of any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.
- 2.3.3 The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- 2.3.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer-provided equipment or facilities.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (Cont'd)

- 2.3.5 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal presence, condition, location, or use of any installation so provided. The Company reserves the right to require each Customer to sign an agreement acknowledging acceptance of the provisions of this section as a condition precedent to such installations.
- 2.3.6 The Company is not liable for any defacement of or damage to Customer premises resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, unless such defacement or damage is caused by negligence or willful misconduct of the Company's agents or employees.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.3 Liabilities of the Company (Cont'd)

2.3.7 The Company is not liable for any claims for loss or damages involving:

- a. Breach in the privacy or security of communications transmitted over the Company's facilities;
- b. Injury to property or injury or death to persons, including claims for payments made under Worker's Compensation law or under any plan for employee disability or death benefits arising out of, or caused by, any act or omission of the Customer, or the construction, installation, maintenance, presence, use or removal of the Customer's facilities or equipment connected or to be connected to the Company's facilities;
- c. Any representations made by Company employees that do not comport, or that are inconsistent, with the provisions of this Tariff;
- d. Any act or omission in connection with the provision of 911, E911 or similar services;
- e. Any noncompletion of calls due to network busy conditions.

2.3.8 The Company shall be indemnified, defended and held harmless by the Customer against any claim, loss, or damage arising from Customer's use of services, involving claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Customer's own communications.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.3 Liabilities of the Company (Cont'd)**

2.3.9 The Company shall be indemnified, defended and held harmless by the Customer or end user from and against any and all claims, loss, demands, suits, expense, or other action or any liability whatsoever, including attorney fees, whether suffered, made, instituted, or asserted by the Customer or by any other party, for any personal injury to or death of any person or persons, and for any loss, damage or destruction of any property, including environmental contamination, whether owned by the Customer or by any other party, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, presence, condition, location, use or removal of any Company or Customer equipment or facilities or service provided by the Company.

2.4 Interruption of Service

2.4.1 Credit allowance for the interruption of service which is not due to The Company's testing or adjusting, negligence or the Customer, or to the failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3.1 herein. It shall be the Customer's obligation to notify the Company immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, if any, furnished by the Customer and connected to the Company's facilities. No refund or credit will be made for the time that the Company stands ready to repair the service and the subscriber does not provide access to the Company for such restoration work.

2.4.2 No credit shall be allowed for an interruption of a continuous duration of less than twenty-four hours after the subscriber notifies the Company.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.4 Interruption of Service (Cont'd)**

2.4.3 The Customer shall be credited for an interruption of more than twenty-four hours as follows:

Credit Formula:

Credit = A/B x C

"A" - outage time in hours

"B" - total hours in a month (month = 720)

"C" - total monthly charge for affected facility

2.5 Cancellation or Interruption of Services**2.5.1 General**

- A. A service is interrupted when it becomes unusable to the Customer, *e.g.*, the Customer is unable to transmit or receive, because of a failure of a component furnished by Carrier under this tariff.
- B. An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C. If the Customer reports a service, facility or circuit to be inoperative but declines to release it for testing and repair, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by Carrier to be impaired, unless Carrier is ordered to do so by the Commission.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.2 Limitations on Allowances

No credit allowance will be made for any interruption of service:

- A. due to the negligence of, or noncompliance with the provisions of this Tariff by, any person or entity other than Carrier, including but not limited to the Customer or other common carriers connected to the service of Carrier;
- B. due to the failure of power, equipment, systems, or services not provided by Carrier;
- C. due to circumstances or causes beyond the control of Carrier;
- D. during any period in which the Customer continues to use the service on an impaired basis;

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2. RULES AND REGULATIONS (Cont'd)

2.5 Cancellation or Interruption of Services (Cont'd)

2.5.2 Limitations on Allowances (Cont'd)

- E. during any period when the Customer has released service to Carrier for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F. that occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- G. that was not reported to Carrier within thirty (30) days of the date that service was affected.

2.5.3 Application of Credits for Interruptions of Service

- A. It shall be Customer's obligation to notify Carrier immediately of any service interruption for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer or by any equipment furnished by the Customer and connected to the underlying facilities-based carrier's facilities.
- B. Credit allowance for the interruption of service which is not due to Carrier's testing or adjusting, to the Customer, or to failure of channels or equipment provided by the Customer, are subject to the general liability provisions set forth in 2.3 herein.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2. RULES AND REGULATIONS (Cont'd)**2.5 Cancellation or Interruption of Services (Cont'd)****2.5.3 Application of Credits for Interruptions of Service (Cont'd)**

- C. Credits for interruptions of service for which charges are specified on the basis of per minute of use shall be calculated on the Customer's average minutes of use in a thirty day period, based on the preceding twelve months' usage. In no event shall the total credit during a month exceed the actual amount due by the Customer in the month during which the interruption occurred. A credit will be given based on the average rate per minute applied to the Customer's usage during the same twelve month period. When Customer has had service for less than twelve months, all averages will be based on the period during which Customer has used Company's service. Credits are calculated as follows:

Credit Formula:

Credit is less than or equal to E

Credit = $(A/B \times C) \times D$, where A is less than or equal to C

Credit = $C \times D$, where A is greater than C

"A" - outage time in minutes

"B" - total minutes in month (each month is considered as having 720 hours)

"C" - average minutes of use in thirty day period

"D" - average rate per minute

"E" - actual amount

- D. No credit will be allowed for an interruption of service, for which charges are specified on the basis of monthly usage, which does not endure continuously for at least twenty-four (24) hours after the time the Subscriber notifies Carrier of the interruption.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6 Deposits**

Subject to special provisions as may be set forth below and in Sections 2.10 and 2.11 of this Tariff, any Applicant or Customer whose financial responsibility is not established to the satisfaction of the Company may be required to deposit a sum up to an amount equal to the total of the estimated and intrastate toll charges for up to two months for the facilities and service. If the minimum period of service for the requested facilities and service is more than one month, as specified in this Tariff, the Customer may also be required to deposit a sum up to an amount equal to the total charges for service for the minimum service period less any connection charge paid by the Customer.

The fact that a deposit has been made shall in no way relieve the Applicant or Customer from complying with the Tariff regulations for the prompt payment of bills on presentation. Each Applicant from whom a deposit is collected will be given a certificate of deposit and circular containing the terms and conditions applicable to deposits, in accordance with the Rules and Regulations of the Commission pertaining to Customer deposits.

Issued: December 28, 1998**Effective:**

**By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017**

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.6 Deposits (Cont'd)****a. Interest on Deposits**

Simple interest at the rate specified by the Commission shall be credited or paid to the Customer while the Company holds the deposit.

b. Inadequate Deposit

If the amount of a deposit is proven to be less than required to meet the requirements specified above, the Customer shall be required to pay an additional deposit upon request.

c. Return of Deposit

When a deposit is to be returned, the Customer may request that the full amount of the deposit be issued by check. If the Customer requests that the full amount be credited to amounts owed the Company, the Company will process the transaction on the billing date and apply the deposit to any amount currently owed to the Company, and return any remaining amount of the deposit to the Customer by check.

2.7 Advance Payments

For Customers whom the Company feels an advance payment is necessary, the Company reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and if necessary a new advance payment will be collected for the next month.

Issued: December 28, 1998**Effective:**

**By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017**

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.8 Taxes**

In addition to the rates and charges applicable according to the rules and regulations of this Tariff, various surcharges and taxes may apply to the Customer's monthly billing statement. The Customer is responsible for payment of any fees (including franchise and right-of-way fees), charges, surcharges and taxes (however designated) (including without limitation sales, use, gross receipts, excise, access or other taxes but excluding taxes on the Company's net income) imposed by any local, state, or federal government on or based upon the provision, sale or use of Network Services. Fees, charges, and taxes imposed by a city, county, or other political subdivision will be collected only from those Customers receiving service within the boundaries of that subdivision.

All state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.9 Billing of Calls

All charges due by the subscriber are payable at any agency duly authorized to receive such payments. Any objection to billed charges should be promptly reported to the Company. Adjustments to Customers' bills shall be made to the extent that records are available and/or circumstances exist which reasonably indicate that such charges are not in accordance with approved rates or that an adjustment may otherwise be appropriate.

2.10 Payment of Charges

Charges for facilities and service, other than usage charges, are due monthly in advance. All other charges are payable upon request of the Company. Bills are due on the due date shown on the bill and are payable at any business office of the Company, by U.S. Mail, or at any location designated by the Company. Notwithstanding the due date specified on the bill, payment will be considered timely if payment is received by the Company within twenty (20) days of the date of transmittal of the bill in the case of residential Customers, and fifteen (15) days of the date of transmittal of the bill in the case of business Customers. If objection is not received by the Company within three months after the bill is rendered, the items and charges appearing thereon shall be determined to be correct and binding upon the

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.10 Payment of Charges (Cont'd)**

Customer. A bill will not be deemed correct and binding upon the Customer if the Company has records on the basis of which an objection may be considered, or if the Customer has in his or her possession such Company records. If objection results in a refund to the Customer, such refund will be with interest at the greater of the unadjusted Customer deposit rate or the applicable late payment rate, if any, for the service classification under which the Customer was billed. Interest will be paid from the date when the Customer overpayment was made, adjusted for any changes in the deposit rate or late payment rate, compounded monthly, until the overpayment is refunded. Notwithstanding the foregoing, no interest will be paid by the Company on Customer overpayments that are refunded within 30 days after the overpayment is received by the Company.

Where an objection to the bill involves a superseded service order, the items and charges appearing on the bill shall be deemed to be correct and binding upon the Customer if objection is not received by the Company within two months after the bill is rendered.

2.11 Return Check Charge

When a check which has been presented to the Company by a Customer in payment for charges is returned by the bank, the Customer shall be responsible for the payment of a Returned Check Charge of \$10.00.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2 - RULES AND REGULATIONS (Cont'd)

2.12 Late Payment Charges

- 2.12.1 Customer bills for telephone service are due on the due date specified on the bill. A Customer is in default unless payment is made on or before the due date specified on the bill. If payment is not received by the Customer's next billing date, a late payment charge of 1.25% will be applied to all amounts previously billed under this Tariff, excluding one month's local service charge, but including arrears and unpaid late payment charges.
- 2.12.2 Late payment charges do not apply to those portions (and only those portions) of unpaid balances that are associated with disputed amounts. The Customer may dispute bills either orally or in writing. Undisputed amounts on the same bill are subject to late payment charges if unpaid and carried forward to the next bill.
- 2.12.3 Late payment charges do not apply to final accounts.
- 2.12.4 Late payment charges do not apply to government agencies of the State of Florida. These agencies are required to make payment in accordance with applicable state law.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 2 - RULES AND REGULATIONS (Cont'd)**2.13 Customer Overpayments**

The Company will provide interest on Customer overpayments that are not refunded within 30 days of the date the Company receives the overpayment. An overpayment is considered to have occurred when payment in excess of the correct charges for service is made because of erroneous Company billing. The Customer will be issued reimbursement for the overpayment, plus interest, or, if agreed to by the Customer, credit for the amount will be provided on the next regular Company bill. The rate of interest shall be the greater of the Customer deposit interest rate or the Company's applicable Late Payment Charge.

Interest shall be paid from the date when overpayment was made, adjusted for any changes in the deposit rate or late payment rate, and compounded monthly, until the date when the overpayment is refunded. The date when overpayment is considered to have been made will be the date on which the Customer's overpayment was originally recorded to the Customer's account by the Company.

2.14 Emergency Termination of Service

The Company will immediately terminate the service of any Customer, on request, when the Customer has reasonable belief that the service is being used by an unauthorized person or persons. The Company may require that the request be submitted in writing as a follow-up to a request made by telephone.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 3 - DESCRIPTION OF SERVICES**3.1 When Billing Charges Begin and End for Phone Calls**

The Customer's long distance usage charge is based on the actual usage of the Company's network. Usage begins when the called party picks up the receiver, (i.e. when 2-way communications, often referred to as "conversation time" is possible.). When the called party picks up is determined by hardware answer supervision in which the local telephone company sends a signal to the switch or the software utilizing audio tone detection. When software answer supervision is employed, up to 60 seconds of ringing is allowed before it is billed as usage of the network. A call is terminated when the calling or called party hangs up.

3.2 Time Periods Defined

- 3.2.1 Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- 3.2.2 For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 3.2.3 For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 3.2.4 Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 3.2.5 Calls originating in one time period as defined in Section 3.2 and terminating in another will be billed the rates in effect at the beginning of each minute.
- 3.2.6 All times refer to local time.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)

3.3. Uncompleted Calls

The Company does not bill Customers for calls which are not completed (busy numbers, no answer, etc.).

3.4. Credit and Refunds

If a credit is requested on a call due to trouble on the line (such as bad connection, disconnection, wrong number dialed, etc.), and the credit is requested immediately through the operator of the underlying carrier, it is issued promptly. All other credit requests are handled through the Company's business office.

3.5. Calculation of Distance

Calls for which rates are mileage sensitive are rated on the airline distance between the originating rate center and the terminating rate center.

3.5.1 Originating Rate Center

A Customer's primary local exchange number includes an NXX code that is associated with a specific rate center. The originating point of all calls charged to that Customer's account shall be the location of the Customer's rate center.

3.5.2 Terminating Rate Center

The terminating point for all calls shall be the location of the local rate center associated with the called number.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.5 Calculation of Distance (Cont'd)****3.5.3 Calculation of Mileage**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call. The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between any two rate centers is determined as follows:

Airline mileage, where mileage is the basis for rating calls, is obtained by using the "V" and "H" coordinates assigned to each rate center and contained in NECA FCC Tariff No. 4 or successor Tariffs. To determine the airline distance between any two locations, proceed as follows:

- a. Obtain the "V" and "H" coordinates for each location. The "V" coordinate is the first four digits in the "VH" column. The "H" coordinate is the next four digits.
- b. Obtain the difference between the "V" coordinates of each of the locations. Obtain the difference between the "H" coordinates.
- c. Square each difference obtained in step b., above.
- d. Add the square of the "V" difference and the "H" difference obtained in step c., above.
- e. Divide the sum of the square by 10. Round to the next higher whole number if any fraction is obtained.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.5 Calculation of Distance (Cont'd)****3.5.3 Calculation of Mileage (Cont'd)**

- f. Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

Formula:

$$\sqrt{\frac{(V1 - V2)^2 + (H1 - H2)^2}{10}}$$

3.6 Minimum Call Completion Rate

A Customer can expect a call completion rate (number of calls completed / number of calls attempted) of not less than 90% during peak use periods.

3.7 Primary Interexchange Carrier (PIC) Change Charge

The Customer will incur a charge each time there is a change in the long distance carrier associated with the Customer's line after the initial installation of service.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.8 Intrastate Toll Usage and Mileage Charges****3.8.1 Description**

Intrastate toll service is furnished for communication between telephones in different local calling areas within a particular LATA in accordance with the regulations and schedules of charges specified in this Tariff. The toll service charges specified in this section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this Tariff.

Intrastate toll calling includes the following types of calls: direct dialed, calling card, collect, 3rd number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

3.8.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

- a. **Station to Station Service** is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.
- b. **Person to Person Service** is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 3 - DESCRIPTION OF SERVICES (Cont'd)**3.8 Intrastate Toll Usage and Mileage Charges (Cont'd)****3.8.3 Call Charges**

Rates are based on the duration of the call as measured according to Section 3.1 above, time of day rate period of the call as described in Section 3.2 and the airline mileage between points of the call as described in Section 3.5. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies.

Charges for all classes of calls may be to the calling station, to the called station when the called party agrees to accept the charges, to an authorized telephone number which is not the called station or the calling station (3rd number billing), or to an authorized calling card.

3.9 Calling Card Services

Calling Card Service can be used from anywhere in the United States and may terminate in over 200 countries in the world. Calls are originated by dialing 0 + area code and telephone number.

3.10 Prepaid Debit Card Services

Prepaid debit card service is a prepaid long distance calling card service, under which Customers purchase cards in predetermined amounts for long distance usage. Customers access the service by dialing a Company specified access code. As a Customer accesses the service, usage rates and taxes are automatically deducted from the remaining card balance. Customers are notified with a usage remaining message each time a call is placed. Customers will also receive a remainder message when the balance of the card reaches one (1) minute of usage. Calls in progress will be terminated if the balance on the Pre-paid card is insufficient to cover the charges associated with the call. When the card balance reaches zero, the user must purchase another card or have the card recharged pursuant to instructions the Company provides to users purchasing the cards. Calls are billed in initial and additional one (1) minute increments, with any fractional portion of call rounded up to the next highest billing increment.

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 4 - RATES AND CHARGES

4.1 Intrastate Toll Usage and Mileage Charges (Service Description see Section 3.8)

4.1.1 Call Usage Charges:

INTRALATA TOLL RATES				
Direct Dial Day Rates				
Mileage	Initial Period		Overtime Period	
Limit	Hyperion Rate	Unit	Hyperion Rate	Unit
10	\$0.0840	30 sec	\$0.0168	6 sec
22	\$0.0840	30 sec	\$0.0168	6 sec
55	\$0.0840	30 sec	\$0.0168	6 sec
124	\$0.0840	30 sec	\$0.0168	6 sec
292	\$0.0840	30 sec	\$0.0168	6 sec
Direct Dial Evening Rates				
Mileage	Initial Period		Overtime Period	
Limit	Hyperion Rate	Unit	Hyperion Rate	Unit
10	\$0.0504	30 sec	\$0.0101	6 sec
22	\$0.0504	30 sec	\$0.0101	6 sec
55	\$0.0504	30 sec	\$0.0101	6 sec
124	\$0.0504	30 sec	\$0.0101	6 sec
292	\$0.0504	30 sec	\$0.0101	6 sec

TOLL TIME OF DAY TABLES

Service class: Direct Dial

=====

Weekday Rate

12:00 AM to 7:00 AM Evening Rates
7:00 AM to 6:00 PM Day Rates
6:00 PM to 12:00 PM Evening Rates

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 4 - RATES AND CHARGES (Cont'd)

4.1 Intrastate Toll Usage and Mileage Charges (Service Description see Section 3.8) (Cont'd)

4.1.1 Call Usage Charges: (Cont'd)

Saturday Rate

12:00 AM to 12:00 PM Evening Rates

Sunday Rate

12:00 AM to 12:00 PM Evening Rates

Holiday Weekday Rate

12:00 AM to 12:00 PM Evening Rates

Holiday Saturday Rate

12:00 AM to 12:00 PM Evening Rates

Holiday Sunday Rate

12:00 AM to 12:00 PM Evening Rates

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 4 - RATES AND CHARGES (Cont'd)**4.1 Intrastate Toll Usage and Mileage Charges (Service Description see Section 3.8) (Cont'd)****4.1.2 Per Call Service Charges**

The following service charges apply to intrastate toll calls for which live or automated operator assistance is provided for call completion and/or billing.

Operator Station to Station	\$ 1.30
Person to Person	\$ 3.50
3rd Number Billing	\$ 1.75
Collect Calls	\$ 1.75
All Other Operator Assistance	\$ 1.75

4.2 Calling Card Charges (Service Description see Section 3.9)**Per Minute Rate:**

Day	\$0.192
Evening	\$0.192
Night/Weekend	\$0.192

4.3 Prepaid Debit Card Charges (Service Description see Section 3.10)**Per Minute Rate:**

Day	\$0.192
Evening	\$0.192
Night/Weekend	\$0.192

Per Call Surcharge \$0.80

Issued: December 28, 1998

Effective:

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

SECTION 4 - RATES AND CHARGES (Cont'd)**4.4 Special Rates for the Handicapped****4.4.1 Directory Assistance**

There shall be no charge for up to fifty calls per billing cycle from lines or trunks serving individuals with disabilities. The Company shall charge the prevailing tariff rates for every call in excess of 50 within a billing cycle.

4.4.2 Hearing and Speech Impaired Persons

Intrastate toll message rates for TDD users shall be evening rates for daytime calls and night rates for evening and night calls.

4.4.3 Telecommunications Relay Service

For intrastate toll calls received from the relay service, the Company will when billing relay calls discount relay service calls by 50 percent off of the otherwise applicable rate for a voice nonrelay call except that where either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60 percent off of the otherwise applicable rate for a voice nonrelay call. The above discounts apply only to time-sensitive elements of a charge for the call and shall not apply to per call charges such as a credit card surcharge.

264166.5

Issued: December 28, 1998**Effective:**

By: Janet S. Livengood, Esquire, Director of Legal and Regulatory Affairs
DDI Plaza Two
500 Thomas Street, Suite 400
Bridgeville, Pennsylvania 15017

**Application of Hyperion Communications of Florida, LLC for Authority to Provide
Interexchange Telecommunications Service in Florida**

**Attachment B
Hyperion Verification**

**** APPENDIX A ****

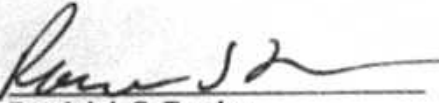
CUSTOMER DEPOSITS AND ADVANCE PAYMENTS

Hyperion Communications of Florida, LLC will not collect deposits or advance payments for interexchange service more than one month in advance.

A statement of how the Commission can be assured of the security of the customer's deposits and advance payments may be responded to in one of the following ways (applicant, please check one):

- (X) The applicant will not collect deposits nor will it collect payments for interexchange service more than one month in advance.
- () The applicant will file with the Commission and maintain a surety bond in an amount equal to the current balance of deposits and advance payments in excess of one month. (Bond must accompany application.)

UTILITY OFFICIAL:


Randolph S. Fowler
Senior Vice President
Business Operations
Hyperion Telecommunications, Inc.

Date

February 8, 1999

412-221-1888
Telephone Number