

Beverly Y. Menard  
Regulatory & Governmental Affairs  
Assistant Vice President - Florida/Georgia



RECEIVED  
FLORIDA PUBLIC SERVICE COMMISSION  
99 NOV -8 AM 11:01  
MAIL ROOM  
GTE Service Corporation  
One Tampa City Center  
Post Office Box 110, FLTC0616  
Tampa, Florida 33601-0110  
813-483-2526  
813-223-4888 (Facsimile)

November 5, 1999

Ms. Blanca S. Bayo, Director  
Division of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, FL 32399-0850

991690-TP

**Re: Docket No.**  
**Adoption of HTR&L Enterprise, Inc. /GTE Resale Agreement by Phone-Link, Inc.**

Dear Ms. Bayo:

Please find enclosed for filing an original and five copies under Section 252(i) of the Telecommunications Act of 1996 of Phone-Link, Inc.'s adoption of the negotiated Resale Agreement between GTE Florida ("GTE") and HTR&L Enterprise, Inc.'s ("Terms") in Docket 981073-TP. The enclosure includes an adoption letter signed by both GTE and Phone-Link, Inc. which is self-explanatory, and which sets forth the manner in which the Terms will be applied in Phone-Link, Inc.' case. GTE considers this agreement effective with this filing with the FPSC.

As the enclosed letter explains, GTE is not voluntarily entering the Terms with Phone-Link, Inc. and does not waive any rights and remedies it has concerning its position as to the illegality or unreasonableness of the Terms. GTE contends that certain provisions of the Terms may be void or unenforceable as a result of the United States Eighth Circuit court of Appeals July and October, 1997 decisions, the Supreme Court of the United States' decision of January 25, 1999 and the remand of the pricing rules to the United States Eighth Circuit Court of Appeals. Any modification to the underlying Terms shall automatically apply to Phone-Link, Inc. GTE is preserving its legal positions in every respect as to the Terms in the hands of Phone-Link, Inc., well as in the hands of HTR&L Enterprise, Inc.

Sincerely,

*Beverly Y. Menard*  
Beverly Y. Menard

BYM:wjh  
Enclosure

c: Annette Lee, Phone-Link, Inc.

DOCUMENT NUMBER-DATE

~~12758~~ NOV -8 8

Connie Nicholas  
Assistant Vice President  
Wholesale Markets-Interconnection



GTE Network  
Services

HQE03B28  
600 Hidden Ridge  
P.O. Box 152092  
Irving, TX 75038  
972/718-4586  
FAX 972/719-1523

October 20, 1999

Annette Lee  
Phone-Link, Inc.  
230 Yager Avenue, Suite 3  
LaGrange, KY 40031

Dear Ms. Lee:

GTE has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996, Phone-Link, Inc. ("PhoneLink") wishes to adopt the terms of the Resale Agreement between HTR&L Enterprise, Inc. ("HTR&L") and GTE that was approved by the Commission as an effective agreement in the State of Florida in Docket No. 981073-TP (Terms).<sup>1</sup> The Terms provide for the election by HTR&L of certain additional provisions from a GTE arbitrated agreement ("Arbitrated Provisions"). I understand you have a copy of the Terms.

PhoneLink's adoption of the HTR&L Terms shall become effective upon filing of this letter with the Florida Public Service Commission and remain in effect no longer than the date the HTR&L Terms are terminated. The HTR&L Terms are currently scheduled to expire on November 3, 2000.

As these Terms are being adopted by you pursuant to your statutory rights under section 252(i), GTE does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by GTE of the Terms does not in any way constitute a waiver by GTE of its position as to the illegality or unreasonableness of certain Arbitrated Provisions or a portion thereof, nor does it constitute a waiver by GTE of all rights and remedies it may have to seek review of the Arbitrated Provisions, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission with respect to the Arbitrated Provisions, or to seek review in any way of any provisions included in these Terms as a result of PhoneLink's 252(i) election.

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<sup>1</sup> \* These "agreements" are not agreements in the generally accepted understanding of that term. GTE was required to accept these agreements, which were required to reflect the then-effective FCC rules.

Annette Lee  
October 20, 1999  
Page 2

Nothing herein shall be construed as or is intended to be a concession or admission by either GTE or PhoneLink that any Arbitrated Provisions comply with the rights and duties imposed by the Telecommunications Act of 1996, the decision of the FCC and the Commissions, the decisions of the courts, or other law, and both GTE and PhoneLink expressly reserve their full right to assert and pursue claims arising from or related to the Arbitrated Provisions. GTE contends that certain provisions of the Terms may be void or unenforceable as a result of the United States Eighth Circuit Court of Appeals July and October, 1997 decisions, the Supreme Court of the United States' decision of January 25, 1999 and the remand of the pricing rules to the United States Eighth Circuit Court of Appeals.

Should PhoneLink attempt to apply such conflicting provisions, GTE reserves its rights to seek appropriate legal and/or equitable relief. Should any provision of the Terms be modified, such modification would likewise automatically apply to this 252(i) adoption.

Please indicate by your countersignature on this letter your understanding of and commitment to the following three points:

- (A) PhoneLink adopts the Terms of the HTR&L agreement for resale with GTE and in applying the Terms, agrees that PhoneLink be substituted in place of HTR&L in the Terms wherever appropriate
- (B) PhoneLink requests that notice to PhoneLink as may be required under the Terms shall be provided as follows:

To : Phone-Link, Inc.  
Attention: Annette Lee  
230 Yager Avenue, Suite 3  
LaGrange, KY 40031  
Telephone number: 502/225-9100 *CV 200*  
FAX number: 502/225-9109

Annette Lee  
October 20, 1999  
Page 3

- (C) PhoneLink represents and warrants that it is a certified provider of local dialtone service in the State of Florida and that its adoption of the Terms will cover services in the State of Florida only.

Sincerely,

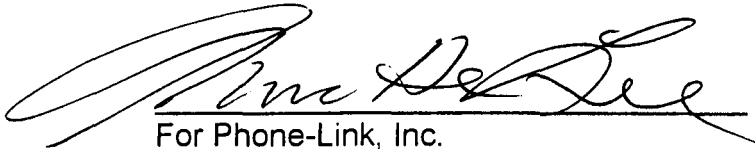
GTE Florida Incorporated



Connie Nicholas  
Assistant Vice President  
Wholesale Markets-Interconnection

Reviewed and countersigned as to points A, B, and C:

Phone-Link, Inc.



For Phone-Link, Inc.

- c: R. Bates - NC999142 - Durham, NC  
A. Lowery - NC999142 - Durham, NC  
D. Robinson - HQE03B73 - Irving, TX