

Larry D. Callison
State Manager
Regulatory Affairs & Tariffs



**GTE Service
Corporation**

P.O. Box 1650
Lexington, KY. 40588-1650
859 245-1389
Fax: 859 245-1721

June 6, 2000

00052-AF

Mr. Martin Huelsmann
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, Kentucky 40601

RECEIVED

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PUBLIC SERVICE
COMMISSION

RE: 252(i) Adoption Letter Between GTE South Incorporated and
CCCKY, Inc. d/b/a Connect!

Dear Mr. Huelsmann:

Enclosed for joint filing by the parties with the Kentucky Public Service Commission (Commission) are the original and two copies of executed 252(i) Adoption Letters recently executed between GTE South Incorporated and CCCKY, Inc. d/b/a Connect!, adopting the terms of the arbitrated Interconnection, Resale, and Unbundling agreement between NewSouth Communications Corp. and GTE South Incorporated. That agreement was approved on April 3, 2000 by the Commission in Case Number 2000-054.

Also enclosed is an electronic copy of the Agreement in Microsoft Word 97 format on a 3.5 floppy diskette. Please bring this filing to the attention of the Commission, and if there are any questions, please contact me at your convenience.

Yours truly,

A handwritten signature in cursive script that reads "Larry D. Callison".

Larry D. Callison

Enclosures

c: Ms. Ramona Maxwell – CCCKY, Inc. d/b/a Connect!

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

May 18, 2000

CCCKY, Inc. d/b/a Connect!
ATTN: Bill Jester
Vice President/Director of Operations
124 E. Capitol, Suite 250
Little Rock, AR 72201

Dear Mr. Jester:

GTE has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), CCCKY d/b/a Connect! ("Connect!") wishes to adopt the terms of the Interconnection Agreement between NewSouth Communications Corp. and GTE that was approved by the Commission as an effective agreement in the State of Kentucky in Docket No. 2000-054 (the "Terms"). I understand you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

1. By your countersignature on this letter, you hereby represent and commit to the following three points:
 - (A) Connect! adopts the Terms of the NewSouth Communications Corp. agreement for interconnection with GTE and in applying the Terms, agrees that Connect! shall be substituted in place of NewSouth Communications Corp. in the Terms wherever appropriate.
 - (B) Connect! requests that notice to Connect! as may be required under the Terms shall be provided as follows:

To : CCCKY, Inc. d/b/a Connect!
Attention: Ramona Maxwell
Interconnection Specialist
124 E. Capitol, Suite 250
Little Rock, AR 72201
TEL: 501/401-7721
FAX: 501/401-7625

- (C) Connect! represents and warrants that it is a certified provider of local telecommunications service in the State of Kentucky, and that its adoption of the Terms will cover services in the State of Kentucky only.

2. Connect!'s adoption of the NewSouth Communications Corp. Terms shall become effective upon GTE's filing of this letter with the Kentucky Public Service Commission and remain in effect no longer than the date the NewSouth Communications Corp. Terms are terminated. The NewSouth Communications Corp. agreement is currently scheduled to expire on March 20, 2002.
3. As the 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 any position as to the Terms 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 Terms, or to seek review in any way of any provisions included in these Terms as a result of Connect!'s 252(i) election.
4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, No. 97-826, 1999 U.S. LEXIS 903 (1999). Certain provisions of the Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999 and the remand of the pricing rules to the United States Eighth Circuit Court of Appeals. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by either GTE or Connect! that any provision in the Terms complies with the rights and duties imposed by the Act, the decision of the FCC and the Commissions, the decisions of the courts, or other law, and both GTE and Connect! expressly reserve their full right to assert and pursue claims arising from or related to the Terms.
5. GTE reserves the right to deny Connect!'s adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to Connect! are greater than the costs of providing it to NewSouth Communications Corp.;
 - (b) if the provision of the Terms to Connect! is not technically feasible; and/or
 - (c) to the extent Connect! already has an existing interconnection agreement (or existing 252(i) adoption) with GTE and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).

6. As noted above, pursuant to Rule 809, the FCC gave ILECs the ability to deny 252(i) adoptions in those instances where the cost of providing the service to the requesting carrier is higher than that incurred to serve the initial carrier or there is a technical-incompatibility issue. The issue of reciprocal compensation for traffic destined for the Internet falls within this exception. GTE never intended for Internet traffic passing through a telecommunications carrier to be included within the definition of local traffic and subject to the corresponding obligation of reciprocal compensation. Despite the foregoing, some forums have required reciprocal compensation to be paid. This produces the situation where the cost of providing the service is not cost based. With this in mind, GTE opposes, and reserves the right to deny, the adoption and/or the application of the provisions of the Terms that might be interpreted to characterize traffic destined for Internet as local traffic or requiring the payment of reciprocal compensation.
7. Should Connect! attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, GTE reserves its rights to seek appropriate legal and/or equitable relief.

Please sign this letter on the space provided below and return it to the undersigned.

Sincerely,

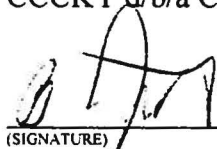
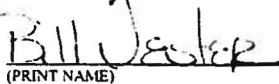
GTE South Incorporated



Connie Nicholas
Assistant Vice President
Wholesale Markets-Interconnection

Reviewed and countersigned as to points A, B, and C of paragraph 1:

CCCKY d/b/a Connect!


(SIGNATURE)
(PRINT NAME)

Bill Jester
Vice President/Director of Operations

c: Nick Schmidt – GTE