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January 11, 1999

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VIA OVERNIGHT MAIL

Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

990042-TP

Re: Application for Approval of Interconnection Agreement
Our Client: CCCFL, Inc. d/b/a CONNECT!

Dear Madam or Sir:

Enclosed please find the original and 14 copies of an Application for Approval of Interconnection Agreement for filing with your office. We have been advised by a clerk in your office that no filing fee is required. Once the application is filed, please return a file-stamped copy to the undersigned in the envelope provided.

Should there be any questions concerning the filing of the Application, please contact me at the direct dial number listed above or my partner, N. M. Norton, at 501-212-1264. Thank you for your assistance.

Sincerely,

WRIGHT, LINDSEY & JENNINGS LLP


J. Mark Davis

JMD/jl
Enclosures
cc/w/Encl.: BellSouth Telecommunications, Inc.

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

IN THE MATTER OF THE APPLICATION)
OF CCCFL, INC. D/B/A CONNECT!)
FOR APPROVAL OF AN)
INTERCONNECTION AGREEMENT)
BETWEEN CONNECT! AND)
BELLSOUTH TELECOMMUNICATIONS, INC.)

DOCKET NO. 990042-TP

**APPLICATION FOR APPROVAL OF
INTERCONNECTION AGREEMENT**

CCCFL, Inc. d/b/a CONNECT! ("CONNECT!"), pursuant to 47 U.S.C. § 252(e) and for its application for approval of interconnection agreement, states:

1. On January 11, 1999, CONNECT! notified BellSouth Telecommunications, Inc. ("BellSouth") in writing that CONNECT! had elected to enter an interconnection agreement with BellSouth on the same terms and conditions as that certain Interconnection Agreement between BellSouth and MFS Communications Company, Inc. approved by this Commission in docket number 961053-TP on December 12, 1996 (the "Underlying Agreement"), pursuant to 47 U.S.C. § 252(i).

2. ~~Given BellSouth's legal obligation to offer the Underlying Agreement to any requesting telecommunications carrier pursuant to 47 U.S.C. § 252(i), CONNECT! has prepared and executed an interconnection agreement between CONNECT! and BellSouth that adopts the Underlying Agreement (the "Interconnection Agreement"). The Interconnection Agreement is attached as Exhibit 1. CONNECT! submits that BellSouth is deemed to have executed the Interconnection Agreement by operation of law given the terms and conditions of 47 U.S.C. § 252(i).~~

3. The Interconnection Agreement is consistent with the public interest,


convenience and necessity, does not discriminate against any telecommunications carrier not a party to the agreement and meets the applicable requirements of 47 U.S.C. §§ 251 and 252.

WHEREFORE, CONNECT! respectfully requests this Commission to enter an order approving the Interconnection Agreement in accordance with the terms of this application, and for such further relief to which it may show itself entitled.

DATED this 11th January, 1999.

Respectfully submitted,

WRIGHT, LINDSEY & JENNINGS LLP
200 West Capitol Avenue, Suite 2200
Little Rock, Arkansas 72201-3699
(501) 371-0808
FAX: (501) 376-9442

By 

N. M. Norton (74114)
J. Mark Davis (79276)
Attorneys for CCCFL, Inc. d/b/a CONNECT!

CERTIFICATE OF SERVICE

I hereby certify that on January 11, 1999, a copy of the foregoing was served by U.S. mail on:

BellSouth Telecommunications, Inc.
Room 11A15, Southern Bell Center
675 W. Peachtree, N.E.
Atlanta, Georgia 30375



**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

Dated as of January 11, 1999

by and between

BELLSOUTH TELECOMMUNICATIONS, INC.

and

CCCFL, INC.

d/b/a

Connect!

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE
TELECOMMUNICATIONS ACT OF 1996**

This Interconnection Agreement (this "Agreement"), under Sections 251 and 252 of the Telecommunications Act of 1996 (the "Act"), is effective as of the 11th day of January, 1999 (the "Effective Date"), by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation with offices at 675 West Peachtree Street, N.E., Atlanta, Georgia 30375, and CCCFL, Inc., d/b/a Connect! ("Connect!") a Florida corporation with offices at 124 W. Capitol, Suite 250, Little Rock, Arkansas, 72201 (each a "Party" and, collectively, the "Parties").

WHEREAS, Connect! has requested that BellSouth make available to Connect! interconnection service and unbundled network elements upon the same terms and conditions as provided in the Florida Partial Interconnection Agreement (and amendments thereto) between MFS Communications Co., Inc. and BellSouth, dated August 26, 1996 and approved by the Florida Public Service Commission ("Commission") under Section 252 of the Act on December 12, 1996, in docket number 961053-TP (the "Separate Agreement"), a true and correct copy of which will be attached as Appendix 1 hereto; and

WHEREAS, BellSouth has undertaken to make such terms and conditions available to Connect! hereby only because of and, to the extent required by, Section 252(i) of the Act.

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, Connect! and BellSouth hereby agree as follows:

1.0 Incorporation of Appendices by Reference

1.1 Except as expressly stated herein, the terms and conditions of Appendix 1 hereto, (with all schedules and exhibits thereto) are incorporated by references in their entirety herein and form an integral part of this Agreement. Such incorporation is of the separate agreement as in effect on the date hereof after giving effect to operation of law. Pending the physical attachment of the Separate Agreement as Appendix 1 hereto, the parties hereby incorporate herein by reference the terms and conditions of the Separate Agreement as filed in Commission docket number 961053-TP.

1.2 References in Appendix 1 hereto to MFS Communications Co., Inc. or to MFS shall for purposes of this Agreement be deemed to refer to Connect!.

1.3 References in Appendix 1 hereto to the "Effective Date", the date of effectiveness thereof and like provisions shall for purposes of this Agreement be deemed to refer to the date first written above. Unless terminated earlier in accordance with the terms of Appendix 1 hereto, this Agreement shall continue in effect until the Separate Agreement expires or is otherwise terminated. (Except is the Separate Agreement is terminated in connection with a default by

either party thereunder, in which case this Agreement shall not terminate prior to the expiration of the initial term of the Separate Agreement.)

1.4 All references in Appendix 1 hereto to "800/888" shall be deleted in their entirety and replaced with the following: "800/888/877".

1.5 All usage data to be provided pursuant to Appendix 1 hereto shall be sent to the following address on behalf of Connect!:

CCCFL, Inc.
Attn: Bill Jester
124 W. Capitol S-250
Little Rock, Arkansas, 72201

1.6 The Joint Grooming Plan referred to in Appendix 1 hereto shall be developed no later than sixty-nine (69) days after the Effective Date, provided that the development of the Joint Grooming Plan shall not be a precondition to the exchange of traffic to the parties..

1.7 All notices, affidavits, exemption-certificates or other communications to Connect! related to tax matters shall be sent to the following address:

CCCFL, Inc.
Attn: Bill Jester
124 W. Capitol S-250
Little Rock, Arkansas 72201

1.8 All notices, affidavits, exemption-certificates or other communications to BellSouth related to tax matters shall be sent to the following address:

Tax Administration
BellSouth Telecommunications, Inc.
Room 11A15, Southern Bell Center
675 W. Peachtree, N.E.
Atlanta, Georgia 30375

1.9 Notices to Connect! under Appendix 1 hereto shall be sent to the following address:

CCCFL, Inc.
Attn: Bill Jester
124 W. Capitol S-250
Little Rock, Arkansas, 72201
Phone: (501) 401-7770
Fax: (501) 401-7799

1.10 Notices to BellSouth under Appendix 1 hereto shall be sent to the following address:

BellSouth Telecommunications, Inc.
Room 11A15, Southern Bell Center
675 W. Peachtree, N.E.
Atlanta, Georgia 30375

2.0 Clarifications

2.1 The entry into, filing and performance by BellSouth of this Agreement does not in any way constitute a waiver by BellSouth of any of the rights and remedies it may have to seek review of any of the provisions of the Separate Agreement, or to petition the Commission, other administrative body or court for reconsideration or reversal of any determination made by any of them, or to seek review in any way of any portion of this Agreement in connection with Connect!'s election under Section 252(i) of the Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of this 11th day of January, 1999.

CCCFL, INC.
INC.

BELLSOUTH TELECOMMUNICATIONS,

By: 

By: _____

Printed: Bill Jester

Printed: _____

Title: Vice President

Title: Vice-President - Interconnection Services
Policy & Planning