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October 11, 2002

STATE CORPORATION COMMISSION

Mr. Jeffrey S. Wagaman, Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

OCT 11 2002

Jeffrey S. Wagaman Docket
Room

RE: Interconnection agreement between SWBT and BullsEye Telecom, Inc.

Dear Mr. Wagaman:

Enclosed for filing with the Commission is an original and three (3) copies of an Application for Approval of the Interconnection Agreement between Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company ("SWBT") and BullsEye Telecom, Inc. ("BullsEye") executed on September 11, 2002 and supporting affidavit of Michael Scott, Area Manager-Regulatory Issues of SWBT.

The Agreement and the attachments incorporated therein are an integrated package and are the result of negotiation and compromise. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. SWBT files this Agreement seeking Commission approval of its terms and conditions consistent with the Federal Act of 1996.

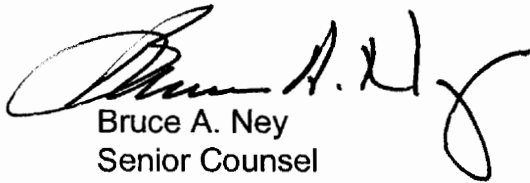
SWBT represents and believes in good faith that the implementation of this Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. SWBT specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this agreement, in keeping with the support for competition previously demonstrated by the Commission.

Contact information for BullsEye is listed below.

CLEC Officer Name:	CLEC Attorney Name:
Mr. Charles L. Schneider	
Director, Business Development	
25900 Greenfield Road, Suite 330	
Oak Park, MI 48237	
Phone: 248-784-2500	
Fax: 248-784-2501	

The Commission's prompt attention to this matter would be appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce A. Ney", with a stylized flourish at the end.

Bruce A. Ney
Senior Counsel

Enclosures

cc: Ms. Eva Powers (transmittal letter only)
Mr. Joseph White (transmittal letter only)
Mr. Larry Cooper
Mr. Charles L. Schneider

**BEFORE THE STATE CORPORATION COMMISSION
OF THE STATE OF KANSAS**

Application of Southwestern Bell)
Telephone Company for Approval of)
Interconnection Agreement Under the)
Telecommunications Act of 1996 With)
BullsEye Telecom, Inc.)

OCT 11 2002

Docket No. _____

03-SWBT-305-1AT

Docket
Room

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY FOR
APPROVAL OF INTERCONNECTION AGREEMENT UNDER THE
TELECOMMUNICATIONS ACT OF 1996**

Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company ("SWBT") hereby files this Application for Approval of Interconnection Agreement ("the Agreement") with BullsEye Telecom, Inc. ("BullsEye"), under the Telecommunications Act of 1996, Public Law No. 104-104 ("Federal Act") and would respectfully show the Kansas Corporation Commission ("Commission") the following:

I. AGREEMENT REACHED

SWBT presents to this Commission for approval an agreement negotiated and executed pursuant to the terms of the Federal Act (Agreement, Attachment I). After comprehensive, good faith negotiations to address all of the complex issues involved in such an agreement, the parties executed the Interconnection Agreement on September 11, 2002, and filed herewith, together with attachments incorporated therein. There are no outstanding issues between SWBT and BullsEye that need the assistance of mediation or arbitration.

II. REQUEST FOR APPROVAL

SWBT seeks the Commission's approval of the Agreement, consistent with the provisions of the Federal Act.

SWBT believes that the implementation of this Agreement complies fully with Section 252(e) of the Federal Act because the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. The Agreement promotes diversity in providers, provides interconnectivity, and will increase customer choices for telecommunications services.

SWBT respectfully requests that the Commission grant expeditious approval of this Agreement, without change, suspension or other delay in its implementation. This is a bilateral agreement, reached as a result of negotiation and compromise and the parties do not believe a docket or intervention by other parties is necessary or appropriate.

III. STANDARD FOR REVIEW

The statutory standards of review are set forth in Section 252(e) of the Federal Act which provides as follows:

Section 252(e) of the Federal Act:

(e) APPROVAL BY STATE COMMISSION

- (1) APPROVAL REQUIRED.**--Any interconnection agreement adopted by negotiation or arbitration shall be submitted for approval to the State commission. A State commission to which an agreement is submitted to shall approve or reject the agreement, with written findings as to any deficiencies.
- (2) GROUNDS FOR REJECTION.**--The State Commission may only reject --(A) an agreement (or

any portion thereof) adopted by negotiation under subsection (a) if it finds that --

- (i) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (ii) the implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity; or

The affidavit of Michael Scott, Area Manager-Regulatory Issues, establishes that the Agreement submitted herein satisfies these standards. (Affidavit, Attachment II).

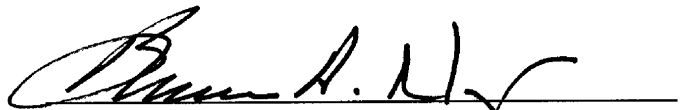
IV. KANSAS LAW

The negotiated and executed Agreement is consistent with the Kansas regulatory statutes.

VI. CONCLUSION

For the reasons set forth above, SWBT respectfully requests that the Commission approve the Agreement expeditiously.

Respectfully submitted,



TIMOTHY S. PICKERING (TX#24003748)

BRUCE A. NEY

(#15554) ✓

MELANIE N. SAWYER

(#19945)

220 E. Sixth Street, Room 515

Topeka, Kansas 66603-3596

(785-276-8413)

Attorneys for Southwestern Bell Telephone Company

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

by and between

**SOUTHWESTERN BELL TELEPHONE L.P. d/b/a
SOUTHWESTERN BELL TELEPHONE COMPANY**

and

BULLSEYE TELECOM, INC.

BEFORE THE KANSAS CORPORATION COMMISSION
OF THE STATE OF KANSAS

Application of Southwestern Bell)
Telephone Company for Approval of)
Interconnection Agreement Under the) Docket No. _____
Telecommunications Act of 1996 With)
BullsEye Telecom, Inc.)

AFFIDAVIT OF MICHAEL SCOTT

STATE OF KANSAS)
) ss
COUNTY OF SHAWNEE)

Before me, the Undersigned Authority, on the 11th day of October, 2002, personally appeared Michael Scott of Southwestern Bell Telephone, L.P., d/b/a Southwestern Bell Telephone Company ("SWBT") who, upon being by me duly sworn on oath depose and said the following:

1. My name is Michael Scott. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Area Manager-Regulatory Issues for SWBT, and I have knowledge concerning the Interconnection Agreement ("the Agreement") between SWBT and BullsEye Telecom, Inc. on behalf of SWBT. I have personal knowledge of the provisions of the Agreement. The parties conducted diligent negotiations under the Telecommunications Act of 1996, culminating in an executed agreement on September 11, 2002.
2. The Interconnection Agreement, together with the attachments incorporated therein are an integrated package and are the result of negotiation.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration.
4. The implementation of this Agreement is consistent with the public interest, convenience and necessity. The Agreement will further the transition of telecommunications competition in the State of Kansas, a policy of this State and the United States. The Agreement allows

diversity in providers, provides interconnectivity, and will increase customer choices for telecommunications services.

5. This Agreement does not discriminate against any telecommunications carrier. The Agreement is available to any similarly situated provider in negotiating a similar agreement.
6. The negotiated and executed Agreement is consistent with Kansas law.

Michael Scott

Michael Scott

Subscribed and sworn to before me this 11th day of October, 2002.



Belinda Joyce Wilson
Notary Public

My Commission Expires: *January 26, 2003*

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

**ILLINOIS BELL TELEPHONE COMPANY,
INDIANA BELL TELEPHONE COMPANY INCORPORATED,
MICHIGAN BELL TELEPHONE COMPANY
D/B/A AMERITECH MICHIGAN, NEVADA BELL TELEPHONE
COMPANY D/B/A SBC NEVADA BELL TELEPHONE COMPANY,
THE OHIO BELL TELEPHONE COMPANY,
PACIFIC BELL TELEPHONE COMPANY d/b/a SBC PACIFIC BELL
TELEPHONE COMPANY, THE SOUTHERN NEW ENGLAND
TELEPHONE COMPANY, SOUTHWESTERN BELL TELEPHONE, L.P.
D/B/A SOUTHWESTERN BELL TELEPHONE COMPANY AND/OR
WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN
SUBJECT INDEX**

SUBJECT

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Texas Pricing Merger Promotion Template.....	PRICING MERGER-TX
Texas Schedule UNE Combo	UNE COMBO-TX

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

between one or more of

**Illinois Bell Telephone Company,
Indiana Bell Telephone Company Incorporated,
Michigan Bell Telephone Company d/b/a Ameritech
Michigan, Nevada Bell Telephone Company d/b/a
SBC Nevada Bell Telephone Company,
The Ohio Bell Telephone Company,
Pacific Bell Telephone Company d/b/a SBC Pacific Bell
Telephone Company, The Southern New England
Telephone Company, Southwestern Bell
Telephone, L.P. d/b/a Southwestern Bell Telephone
Company, Wisconsin Bell, Inc. d/b/a Ameritech
Wisconsin**

and

BULLSEYE TELECOM, INC.

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

~~This Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 (the Agreement), is dated as of _____, 2002 by and between one or more of the SBC Communications Inc.-owned ILEC's Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, d/b/a SBC Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company, The Southern New England Telephone Company (a Connecticut corporation) and Southwestern Bell Telephone Company¹, and Wisconsin Bell, Inc. d/b/a Ameritech Wisconsin,~~ (only to the extent that the agent for each such SBC-owned ILEC executes this Agreement for such SBC-owned ILEC and only to the extent that such SBC-owned ILEC provides Telephone Exchange Services as an ILEC in each of the state(s) listed below) and, **BullsEye Telecom, Inc. (CLEC)**, (a Michigan corporation), shall apply to the state(s) of California, Kansas, Missouri, and Texas.

WHEREAS, CLEC represents that it is, or intends to become, a provider of Telephone Exchange Service to residential and business End Users offered exclusively over its own Telephone Exchange Service facilities or predominantly over its own Telephone Exchange Service facilities in combination with the use of unbundled Network Elements purchased from other entity(ies) and the resale of Telecommunications Services of other carriers.

WHEREAS, the Parties want to Interconnect their networks at mutually agreed upon points of interconnection to provide, directly or indirectly, Telephone Exchange Services and Exchange Access to residential and business End Users over their respective Telephone Exchange Service facilities in the states which are subject to this Agreement; and

WHEREAS, the Parties are entering into this Agreement to set forth the respective obligations of the Parties and the terms and conditions under which the Parties will Interconnect their networks and facilities and provide to each other services as required by the Telecommunications Act of 1996 as specifically set forth herein; and

WHEREAS, for purposes of this Agreement, CLEC intends to operate where one or more of Illinois Bell Telephone, Indiana Bell Telephone Company Incorporated, Michigan Bell Telephone Company d/b/a Ameritech Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada Bell Telephone Company, The Ohio Bell Telephone Company, Pacific Bell Telephone Company d/b/a SBC Pacific Bell Telephone Company (a California corporation), The Southern New England Telephone Company (a

¹ On December 30, 2001, Southwestern Bell Telephone Company (a Missouri corporation) was merged with and into Southwestern Bell Texas, Inc. (a Texas corporation) and, pursuant to Texas law, was converted to Southwestern Bell Telephone, L.P., a Texas limited partnership, doing business as Southwestern Bell Telephone Company ("SWBT").