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June 9, 2008

Ms. Susan K. Duffy, Executive Director
Kansas Corporation Commission
1500 SW Arrowhead Road
Topeka, Kansas 66604-4027

STATE CORPORATION COMMISSION

Re: Docket No. 03-SWBT-305-IAT

JUN 09 2008

Dear Ms. Duffy:

 Docket
Room

Enclosed for filing with the Commission are an original and three (3) copies of an Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") previously approved between Southwestern Bell Telephone Company d/b/a AT&T Kansas and Bullseye Telecom, Inc. ("Bullseye") on January 6, 2003 in the above-captioned docket. Also enclosed is the supporting Affidavit of Janet Arnold, Manager-Regulatory Relations.

This modification amends the Agreement to conform with the requirements of the FCC's interim terminating compensation plan for ISP-bound traffic; and also to extend its expiration date to January 9, 2011. The Agreement, with this modification and the attachments incorporated therein, is an integrated package and is the result of negotiation and compromise. There are no outstanding issues between the parties that need the assistance of mediation or arbitration. Bullseye is registered as active and in good standing with the Kansas Secretary of State's office.

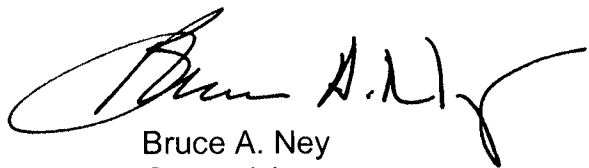
AT&T Kansas files this modification to the Agreement seeking Commission approval of its terms and conditions consistent with the Federal Telecommunications Act of 1996. AT&T Kansas represents and believes in good faith that the implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. AT&T Kansas specifically requests that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of this modification to the 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:
Scott R. Loney	
Vice President-Marketing	
25900 Greenfield Rd., Suite 330	
Oak Park, MI 48237	
Phone: 248-784-2509	
Fax: 248-784-2501	
E-mail: sloney@bullseyetelecom.com	

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 large, sweeping initial "B" and a stylized "Ney".

Bruce A. Ney
General Attorney

Enclosures

cc: Ms. Colleen Harrell (transmittal letter only)
Mr. Scott Loney

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

STATE CORPORATION COMMISSION

JUN 09 2008

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

Docket No. 03-SWBT-305-IAT

 Docket
Room

**APPLICATION OF SOUTHWESTERN BELL TELEPHONE COMPANY
FOR APPROVAL OF A MODIFICATION TO INTERCONNECTION AGREEMENT**

Southwestern Bell Telephone Company d/b/a AT&T Kansas hereby files this Application for Approval of a Modification to the Interconnection Agreement ("the Agreement") under the Telecommunications Act of 1996 ("Federal Act") between AT&T Kansas and Bullseye Telecom, Inc. ("Bullseye") and would respectfully show the Kansas Corporation Commission ("Commission") the following:

I. INTRODUCTION

AT&T Kansas presents to this Commission a modification to the Agreement previously negotiated, executed and filed with the Commission on October 11, 2002 pursuant to the terms of the Federal Act. The Commission issued an order approving the Agreement on January 6, 2003. This modification amends the Agreement to conform with the requirements of the FCC's interim terminating compensation plan for ISP-bound traffic; and also to extend its expiration date to January 9, 2011. A copy of the executed Amendment which reflects the parties' agreement to incorporate this modification to the Agreement is attached hereto as Attachment I.

II. REQUEST FOR APPROVAL

AT&T Kansas seeks the Commission's approval of this modification to the Agreement, consistent with the provisions of the Federal Act. The implementation of this modification to the Agreement complies fully with Section 252(e) of the Federal Act because the modifications are consistent with the Commission's previous conclusion that the Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier.

AT&T Kansas respectfully requests that the Commission grant expeditious approval of this modification to the Agreement, without change, suspension or other delay in its implementation. The Agreement, with this modification, is a bilateral agreement, reached as a result of negotiations and compromise between competitors, 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 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 . . .


The affidavit of Janet Arnold, Manager-Regulatory Relations, establishes that the modification to the Agreement submitted herein satisfies the standards for approval under the Federal Act. (Affidavit, Attachment II).

IV. KANSAS LAW

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

V. CONCLUSION

For the reasons set forth above, AT&T Kansas respectfully requests that the Commission approve this modification to the Agreement previously approved.



JEFFREY E. LEWIS (#IL6198060)
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Attorneys for Southwestern Bell Telephone
Company d/b/a AT&T Kansas

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

by and between

SOUTHWESTERN BELL TELEPHONE COMPANY

**d/b/a
AT&T KANSAS**

and

BULLSEYE TELECOM, INC.

**AMENDMENT TO
INTERCONNECTION AGREEMENT
BY AND BETWEEN
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T KANSAS
AND
BULLSEYE TELECOM, INC.**

This Amendment (the "Amendment") by and between BullsEye Telecom, Inc. ("CARRIER") and Southwestern Bell Telephone Company d/b/a AT&T Kansas ("ILEC"), hereinafter referred to collectively as the "Parties", hereby agree to amend that certain Interconnection Agreement between the Parties dated September 11, 2002 (Interconnection Agreement).

WHEREAS, the Parties wish to amend the Interconnection Agreement in accordance with the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).

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, the Parties hereby covenant and agree as follows:

1.0 Scope of Amendment

- 1.1 ILEC made an offer to all telecommunications carriers in the state of Kansas (the "Offer") to exchange traffic on and after June 1, 2004 pursuant to the terms and conditions of the FCC's interim ISP terminating compensation plan of the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Compensation Order") which was remanded but not vacated in *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. 2002).
- 1.2 The purpose of this Amendment is to include in CARRIER's Interconnection Agreement the rates, terms and conditions of the FCC's interim ISP terminating compensation plan for the exchange of ISP-bound traffic lawfully compensable under the FCC ISP Compensation Order ("ISP-bound Traffic").
- 1.3 This Amendment is intended to supercede any and all contract sections, appendices, attachments, rate schedules, or other portions of the underlying Interconnection Agreement that set forth rates, terms and conditions for the terminating compensation for ISP-bound Traffic exchanged between ILEC and CARRIER. Any inconsistencies between the provisions of this Amendment and provisions of the underlying Interconnection Agreement shall be governed by the provisions of this Amendment.

2.0 Rates, Terms and Conditions of FCC's Interim ISP Terminating Compensation Plan

- 2.1 ILEC and CARRIER hereby agree that the following rates, terms and conditions shall apply to ISP-Bound Traffic exchanged between the Parties on and after the date this Amendment becomes effective pursuant to Section 4.1 of this Amendment.
- 2.2 Compensation Rate Schedule
 - 2.2.1 The rates, terms, conditions in this section apply only to the termination of ISP-Bound Traffic, and ISP-bound Traffic is subject to the rebuttable presumption in Section 2.3.
 - 2.2.2 The Parties agree to compensate each other for the transport and termination of ISP-Bound Traffic on a minute of use basis, at \$.0007 per minute of use.

2.3 ISP-bound Traffic Rebuttable Presumption

2.3.1 In accordance with Paragraph 79 of the FCC's ISP Compensation Order, LEC and ILEC agree that there is a rebuttable presumption that any of the combined Section 251(b)(5) Traffic and ISP-bound traffic exchanged between LEC and ILEC exceeding a 3:1 terminating to originating ratio is presumed to be ISP-bound Traffic subject to the compensation terms in this Section 2.0. Either party has the right to rebut the 3:1 ISP presumption by identifying the actual ISP-bound Traffic by any means mutually agreed by the Parties, or by any method approved by the Commission. If a Party seeking to rebut the presumption takes appropriate action at the Commission pursuant to section 252 of the Act and the Commission agrees that such Party has rebutted the presumption, the methodology and/or means approved by the Commission for use in determining the ratio shall be utilized by the Parties as of the date of the Commission approval and, in addition, shall be utilized to determine the appropriate true-up as described below. During the pendency of any such proceedings to rebut the presumption, LEC and ILEC will remain obligated to pay reciprocal compensation rates for Section 251(b)(5) Traffic and the rates set forth in Section 2.2.2 for ISP-Bound Traffic. Such true-up shall be retroactive back to the date a Party first sought appropriate relief from the Commission.

3.0 Reservation of Rights

3.1 The Parties reserve the right to raise the appropriate treatment of Voice Over Internet Protocol ("VoIP") and traffic utilizing in whole or part Internet Protocol technology under the Dispute Resolution provisions of this Agreement, including but not limited, to any rights they may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (Rel. April 21, 2004). The Parties acknowledge that there is an on-going disagreement between LECs and ILEC over whether or not, under the law, VoIP traffic or traffic utilizing in whole or part IP technology is subject to reciprocal compensation or switched access charges. The Parties therefore agree that neither one will argue or take the position before any regulatory commission or court that this Amendment constitutes an agreement as to whether or not reciprocal compensation or switched access charges apply to that traffic or a waiver by either party of their position or their rights as to that issue. The Parties further agree that they each have reserved the right to advocate their respective positions relating to the treatment and compensation for VoIP traffic and traffic utilizing in whole or part Internet Protocol technology before any state commission or the Federal Communications Commission ("FCC") whether in bilateral complaint dockets, arbitrations under Section 252 of the Act, state commission or FCC established rulemaking dockets, or before any judicial or legislative body.

4.0 Section 5 Effective Date, Term, and Termination of the General Terms and Conditions is amended by adding the following section:

5.2.1 Notwithstanding anything to the contrary in this Section 5, the original expiration date of this Agreement, as modified by this Amendment, will be extended for a period of three (3) years commencing January 9, 2008 until January 9, 2011 (the "Extended Expiration Date"). The Agreement shall expire on the Extended Expiration Date; provided, however, that during the period from the effective date of this Amendment until the Extended Expiration Date, the Agreement may be terminated earlier either by written notice from CARRIER, by AT&T Kansas pursuant to the Agreement's early termination provisions, by mutual agreement of the parties, or upon the effective date of a written and signed superseding agreement between the parties.

5.0 The Parties acknowledge and agree that AT&T Kansas shall permit the extension of this Agreement, subject to amendment to reflect future changes of law as and when they may arise.

6.0 This Amendment is coterminous with the underlying Interconnection Agreement.

7.0 EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING INTERCONNECTION AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

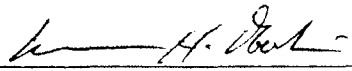
8.0 Every rate, term and condition of this Amendment is legitimately related to the other rates, terms and conditions in this Amendment. Without limiting the general applicability of the foregoing, the change of law provisions of the underlying Interconnection Agreement, including but not limited to the "Intervening Law" or "Change of Law" or

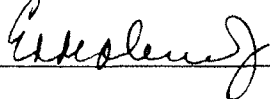
"Regulatory Change" section of the General Terms and Conditions of the Interconnection Agreement and as modified in this Amendment, are specifically agreed by the Parties to be legitimately related to, and inextricably intertwined with this the other rates, terms and conditions of this Amendment.

- 9.0 In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
- 10.0 This Amendment shall be filed with and is subject to approval by the Kansas Corporation Commission and shall become effective ten (10) days following approval by such Commission.

BullsEye Telecom, Inc.

Southwestern Bell Telephone Company d/b/a AT&T
Kansas by AT&T Operations Inc., its authorized agent

Signature: 

Signature: 

Name: William H. Overlin
(Print or Type)

Name: Eddie A. Reed, Jr.
(Print or Type)

Title: CEO
(Print or Type)

Title: Director-Interconnection Agreements

Date: 5/27/08

Date: 6-5-08

SWITCH-BASED OCN # 263A

UNE OCN # 263A

RESALE OCN # 9919

ACNA BUL

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

Application of Southwestern Bell)
Telephone Company for Approval)
of Interconnection Agreement Under) Docket No. 03-SWBT-305-IAT
the Telecommunications Act of 1996)
with Bullseye Telecom, Inc.)

AFFIDAVIT OF JANET ARNOLD

STATE OF KANSAS)
) ss
COUNTY OF SHAWNEE)

Before me, the Undersigned Authority, on the 9th day of June, 2008, personally appeared Janet Arnold of Southwestern Bell Telephone Company d/b/a AT&T Kansas who, upon being by me duly sworn on oath deposed and said the following:

1. My name is Janet Arnold. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Manager-Regulatory Relations for AT&T Kansas, and I have personal knowledge concerning the Interconnection Agreement ("the Agreement") between AT&T Kansas and Bullseye Telecom, Inc. which was approved by the Commission on January 6, 2003 and the proposed modification to that Agreement.
2. This modification amends the Agreement to conform with the requirements of the FCC's interim terminating compensation plan for ISP-bound traffic; and also to extend its expiration date to January 9, 2011.
3. There are no outstanding issues between the parties that need the assistance of mediation and arbitration relating to the modification to the Agreement.
4. The implementation of this modification to the Agreement is consistent with the public interest, convenience and necessity.

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


Janet Arnold

Subscribed and sworn to before me this 9th day of June, 2008.




Notary Public

My Commission Expires: January 26, 2011