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*Original
#3*

May 30, 2002

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

CORPORATION COMMISSION

MAY 30 2002

Jeffrey S. Wagaman Docket
Room

RE: Interconnection Agreement between SWBT and Pinpoint Wireless, 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 Pinpoint Wireless, Inc. ("Pinpoint") executed on May 22, 2002 and supporting affidavit of Michael Scott, Area Manager-Regulatory Issues of SWBT.

The Agreement is a Sectional MFN Wireless Interconnection Agreement into High Plains/Midwest LLC d/b/a Westlink Communications. 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.

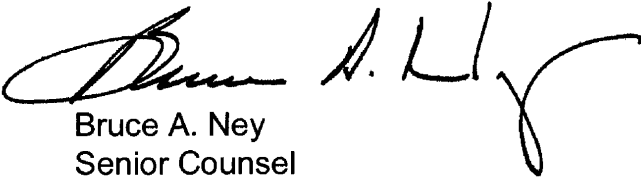
SWBT represents and believes in good faith that the implementation of this Agreement is consistent with the public interest, convenience and necessity and does not discriminate against any telecommunications carrier. SWBT specifically requests that the Commission refrain from taking any action to change,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

Contact information for Pinpoint is listed below.

CLEC Officer Name:	CLEC Attorney Name:
Mr. Greg Hoffman	Mr. Eric Eisenhart
VP-Operations	Legal
611 Patterson St.	303 Nelson St.
Cambridge, NE 69022	Cambridge, NE 69022
Phone: 308-697-7678	Phone: 308-697-3225
Fax: 308-697-3631	

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

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce A. Ney". The signature is fluid and cursive, with a large, sweeping initial "B" and a long, horizontal stroke extending to the right.

Bruce A. Ney
Senior Counsel

Enclosures

cc: Ms. Eva Powers (transmittal letter only)
Mr. Joseph White (transmittal letter only)
Mr. Larry Cooper
Mr. Greg Hoffman

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

STATE CORPORATION COMMISSION

MAY 30 2002

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

Docket No. 02-SWBT-928-1AT

Jeffery S. Wassaman
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 Pinpoint Wireless, Inc. ("Pinpoint"), 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). The Agreement is a Sectional MFN Wireless Interconnection Agreement into High Plains/Midwest LLC d/b/a Westlink Communications. After comprehensive, good faith negotiations to address all of the complex issues involved in such an agreement, the parties executed the Interconnection Agreement May 22, 2002, and filed herewith, together with attachments incorporated therein. There are no outstanding issues between SWBT and Pinpoint 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) **GROUND 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

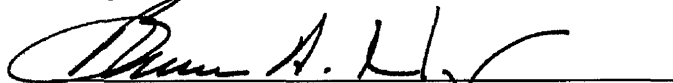
The negotiated and executed Agreement is consistent with the Kansas regulatory statutes.

VI. CONCLUSION

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

Respectfully submitted,

SOUTHWESTERN BELL TELEPHONE COMPANY



BRUCE A. NEY (#15554) ✓
220 E. Sixth Street, Room 515
Topeka, Kansas 66603-3596
(785-276-8413)

Attorney 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

PINPOINT WIRELESS, INC.

SUSAN KEMP	(initial)	_____ Date
O. R. STANLEY	(sign)	_____ Date

EXECUTIVE SUMMARY

WIRELESS INTERCONNECTION AGREEMENT

FOR

PINPOINT WIRELESS, INC. KANSAS

Pinpoint Wireless, Inc. has signed a Sectional MFN Wireless Interconnection Agreement into High Plains/Midwest LLC d/b/a Westlink Communications Wireless Interconnection Agreement for the state of Kansas.

This agreement contains formatting and numbering problems that could not be changed without compromising the entire agreement. In addition, Exhibit 1 of Appendix – 911 (Wireless) was blank in the underlying agreement as it is in this agreement.

The hard-coded term date to the underlying agreement is July 1, 2002.

The critical date for notice to the underlying agreement is March 3, 2002.

Jessica Lowack (214-858-0570) is the Lead Negotiator for Pinpoint Wireless, Inc.

PREPARED BY DEBORAH SYLVESTER (214-745-3760).

PLEASE RETURN TO CONTRACT PROCESSING AFTER SIGNATURE FOR FURTHER PROCESSING.

AGREEMENT FOR INTERCONNECTION

by and between

PINPOINT WIRELESS, INC.

and

SOUTHWESTERN BELL TELEPHONE COMPANY

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Appendix – DA (Wireless)

Appendix – 911 (Wireless)

Appendix – Pricing (Wireless)

Appendix – State(s) (Wireless)

Appendix – Arbitration Location (Wireless)

Appendix – Merger Conditions (Wireless)

revocation, or termination by other means of either Party's authority to provide services over its network and shall be suspended during periods of temporary suspension, revocation, or termination of such authority.

11.9.2 Notwithstanding such termination, the terminating Party shall notify in writing the Party who has lost its authority, not less than thirty (30) days prior to discontinuing the interconnection arrangements provided hereunder.

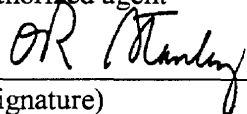
11.9.3 At such time the terminating Party will also notify in writing the FCC and the Commission of the prospective discontinuance.

11.10 Upon termination of this Agreement, the monthly charges payable under the Agreement shall be prorated to the date of termination, provided that the Interconnection Arrangement for which such charge is levied has been in service for more than one (1) month. Otherwise, the full monthly charge shall be due on termination, together with any applicable non-recurring charges.

11.11 If this Agreement is terminated for any reason and the Parties continue to provide facilities and services hereunder, then the rates, terms and conditions under which those services are provided will be those contained in pertinent Telco tariffs, or in the absence of any pertinent tariffs for the provision of services to CMRS providers, then the terms and conditions contained herein shall continue to apply to such items until a new contract between the Parties is in place, unless otherwise agreed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates set forth below.


Southwestern Bell Telephone, L.P., d/b/a
Southwestern Bell Telephone Company
By SBC Telecommunications,
Inc., its authorized agent

By: 
(Signature)

Name: O. R. Stanley
President - Industry Markets

Date Signed: MAY 22 2002

Pinpoint Wireless, Inc.

By: 
(Signature)

Name: Roger Hoffman
Title: VP

Date Signed: May 20, 2002

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)
Pinpoint Wireless, Inc.)

AFFIDAVIT OF MICHAEL SCOTT

STATE OF KANSAS)
) ss
COUNTY OF SHAWNEE)

Before me, the Undersigned Authority, on the 30th day of May, 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 deposed 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 Pinpoint Wireless, 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 May 22, 2002.
2. The Interconnection Agreement, together with the attachments incorporated therein are an integrated package and are the result of negotiation. The Agreement is a Sectional MFN Wireless Interconnection Agreement into High Plains/Midwest LLC d/b/a Westlink Communications.
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 30th day of May, 2002.



Belinda Joyce Wilson
Notary Public

My Commission Expires: January 26, 2003

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