

# PAUL H. GARDNER

ATTORNEY AT LAW

801 W. Vesper

Blue Springs, MO 64015-3733

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October 1, 2007

Ms. Colleen Dale, Secretary  
Missouri Public Service Commission  
200 Madison Street  
Jefferson City, MO 65101

RE: Application Agreement between USCOC of Greater Missouri, LLC d/b/a  
U.S. Cellular and Southwestern Bell Telephone, L.P. d/b/a SBC Missouri  
Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996

Dear Ms. Dale:

Please find enclosed for filing an original and three copies of an APPLICATION FOR APPROVAL OF AMENDMENT TO INTERCONNECTION AGREEMENT in the above referenced case.

Sincerely,



Paul H. Gardner

PHG/cm  
Enclosures

**BEFORE THE PUBLIC SERVICE COMMISSION  
OF THE STATE OF MISSOURI**

In Re: Amendment to the Interconnection )  
and Reciprocal Compensation Agreement )  
between USCOC of Greater Missouri, LLC )  
d/b/a U.S. Cellular and Southwestern Bell ) Case No.  
Telephone Company, d/b/a AT&T )  
Missouri, pursuant to Sections 251 and 252 )  
of the Telecommunications Act of 1996 )

**APPLICATION FOR APPROVAL OF AMENDMENT TO  
INTERCONNECTION AGREEMENT**

COMES NOW USCOC of Greater Missouri, LLC, d/b/a/ U.S. Cellular ("U.S. Cellular") pursuant to Missouri Public Service Commission Rule 4 CSR 240-3.513 (C) and for U.S. Cellular's Application for Approval of Amendment to Interconnection Agreement with Southwestern Bell Telephone Company, d/b/a AT&T Missouri ("SWBT"), states as follows:

1. USCOC of Greater Missouri is a Delaware Limited Liability Corporation operating under the fictitious name of U.S. Cellular. A certificate of registration of foreign limited liability company issued by the Missouri Secretary of State is attached hereto as Exhibit A. A certificate of fictitious name registration issued by the Missouri Secretary of State is attached hereto as Exhibit B.

2. U.S. Cellular is a commercial mobile radio service carrier operating in Missouri. U.S. Cellular is not aware of any pending action or final unsatisfied judgments or decisions against it from any state or federal agency or court which involve customer service or rates. U.S. Cellular's annual report and assessment fees are not overdue.

3. On July 8, 2005 this Commission issued an order Approving Interconnection Agreement between U.S. Cellular and SWBT effective July 18, 2005 in Case No. TK-2005-0431.

4. By this application, U.S. Cellular submits a proposed Amendment to the Interconnection Agreement approved by this Commission in Case No. TK-2005-0431 and signed by authorized representatives of U.S. Cellular and SWBT. The Amendment is attached hereto as Exhibit C.

5. U.S. Cellular states that the Amendment to Interconnection Agreement meets the requirements of the Federal Telecommunications Act and applicable Missouri statutes and regulations and is consistent with the public interest, convenience and necessity. U.S. Cellular further states that the Agreement does not discriminate against other carriers not a party to the Agreement, as the terms of the Agreement are equally available to any other carrier.

6. U.S. Cellular seeks the Commission's approval of the proposed Amendment to Interconnection Agreement, consistent with the provisions of the Federal Telecommunications Act and applicable Missouri law and regulations. The implementation of this Amended Interconnection Agreement complies fully with Section 252(e) of the Federal Telecommunications Act because the Agreement is consistent with the public interest, convenience and necessity, does not discriminate against any telecommunications carrier, provides diversity in providers, provides interconnectivity, and increases customer choices for telecommunications services.

7. U.S. Cellular respectfully requests that the Commission grant approval of the Amendment to the Agreement, without change or suspension in its implementation.

8. Correspondence, orders and decisions in this matter should be addressed

to:

Lisa Muir  
U.S. Cellular  
8410 W. Bryn Mawr Ave  
Chicago, IL 60631

Paul H. Gardner  
801 W. Vesper  
Blue Springs, MO 64015

WHEREFORE, for the foregoing reasons, U.S. Cellular prays that the Commission expeditiously approve the attached Amendment to the Interconnection Agreement between U.S. Cellular and SWBT.

Respectfully submitted,

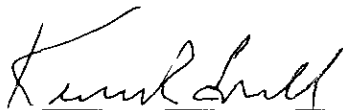


Paul H. Gardner, MO Bar #28159  
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Blue Springs, MO 64015  
Telephone :(816) 229-9111  
Fax: (816) 229-9196  
lkgardner@hotmail.com

Attorney for U.S. Cellular Corporation

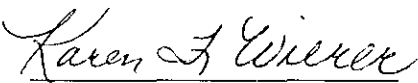
**AFFIDAVIT**

I, Kevin R. Lowell, Vice President, National Network Operations of United States Cellular Corporation, hereby verify and affirm that I have read the foregoing Application for Approval of Amendment to Interconnection Agreement and that the statements contained herein are true and correct to the best of my information and belief.

  
\_\_\_\_\_  
Kevin R. Lowell

State of Illinois        )  
County of *Cook*        )

Subscribed and sworn to me, a Notary Public, on the 27<sup>th</sup> day of September,  
2007.

  
\_\_\_\_\_  
Notary Public



# Missouri Secretary of State, Robin Carnahan

SOS Home :: Business Services :: Business Entity Search

- Search
- By Business Name
  - By Charter Number
  - By Registered Agent
  - For New Corporations
  - Verify
    - Verify Certification
    - Annual Report
  - File Online
    - File Fictitious Name Registration
    - File Online
      - File LLC Registration
    - File Online
      - Online Orders
  - Register for Online Orders
  - Order Good Standing
  - Order Certified Documents

## Filed Documents

**Date:** 9/21/2007 (Click above to view filed documents that are available.)

## Business Name History

Name	Name Type
USCOC OF GREATER MISSOURI, LLC	Legal

## Limited Liability Company - Foreign - Information

<b>Charter Number:</b>	FL0075977
<b>Status:</b>	Active
<b>Entity Creation Date:</b>	12/31/2002
<b>State of Business.:</b>	DE
<b>Expiration Date:</b>	Perpetual

## Registered Agent

<b>Agent Name:</b>	CSC- Lawyers Incorporating Service Company
<b>Office Address:</b>	221 BOLIVAR STREET JEFFERSON CITY MO 65101
<b>Mailing Address:</b>	[Address Not Available]
<b>[Name Not Available]</b>	[Address Not Available]



No. FL0075977

# STATE OF MISSOURI



Matt Blunt  
Secretary of State

CERTIFICATE OF REGISTRATION  
FOREIGN LIMITED LIABILITY COMPANY


WHEREAS,  
USCOC OF GREATER MISSOURI, LLC

using in Missouri the name  
USCOC OF GREATER MISSOURI, LLC

and existing under the laws of the State of DELAWARE  
has filed with this state its application for registration and  
WHEREAS this application for registration conforms to the  
Missouri Limited Liability Company Act;

NOW, THEREFORE, I, MATT BLUNT, Secretary of State of the  
State of Missouri, by virtue of authority vested in me by law,  
do certify and declare that on the 31st day of DECEMBER, 2002,  
the above Foreign Limited Liability Company is duly authorized  
to transact business in the State of Missouri  
and is entitled to any rights granted  
Limited Liability Companies.

IN TESTIMONY WHEREOF, I have set my  
hand and imprinted the GREAT SEAL of  
the State of Missouri, on this, the  
31st day of DECEMBER, 2002.

  
Secretary of State

\$105.00



# Delaware

PAGE 1

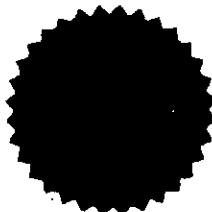
## The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "USCOC OF GREATER MISSOURI, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2002.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "USCOC OF GREATER MISSOURI, LLC" WAS FORMED ON THE ELEVENTH DAY OF OCTOBER, A.D. 1988.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

2174963 8300

AUTHENTICATION: 2179529

020810046

DATE: 12-31-02



**State of Missouri**  
Robin Carnahan, Secretary of State

Corporations Division  
P.O. Box 778 / 600 W. Main Street, Rm 322  
Jefferson City, MO 65102

File Number: 200512408001  
X00657576  
Date Filed: 05/03/2005  
Expiration Date: 05/03/2010  
Robin Carnahan  
Secretary of State

**Registration of Fictitious Name**

*(Submit with filing fee of \$7)  
(Must be typed or printed)*

This information is for the use of the public and gives no protection to the name being registered. There is no provision in this Chapter to keep another person or business entity from adopting and using the same name. The fictitious name registration expires 5 years from the filing date. (Chapter 417, RSMo)

The undersigned is doing business under the following name, and at the following address:

Business name to be registered: U.S. Cellular  
Business Address: 8410 West Bryn Mawr, Suite 700  
*(P.O. Box may only be used in addition to a physical street address)*  
City, State and Zip Code: Chicago, IL 60631

The parties having an interest in the business, and the percentage they own are (If a business entity is owner, indicate business name and percentage owned. If all parties are jointly and severally liable, percentage of ownership need not be listed.):

Name of Owners, Individual or Business Entity	Street and Number	City and State	Zip Code	If listed, Percentage of ownership must equal 100%
<u>USCOC of Greater Missouri, LLC</u>	<u>8410 West Bryn Mawr,</u>	<u>Chicago, IL</u>	<u>60631</u>	

**In Affirmation thereof, the facts stated above are true and correct :**

*(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.060 RSMo)*

*Stephen P. Fitzell* Stephen P. Fitzell, Assistant Secretary April 29, 2005  
Authorized Signature Printed Name Date

\_\_\_\_\_  
Authorized Signature Printed Name Date

\_\_\_\_\_  
Authorized Signature Printed Name Date

Name and address to return filed document:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, and Zip Code: \_\_\_\_\_

State of Missouri  
Fictitious Creation 1 Page(s)

Blumberg No. 5208  
EXHIBIT  
B

T0512307073

**AMENDMENT TO  
CELLULAR-PCS INTERCONNECTION AGREEMENT  
BY AND BETWEEN  
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI  
AND  
UNITED STATES CELLULAR CORPORATION**

The Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996 for Commercial Mobile Radio Services (the "Agreement"), by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri<sup>1</sup> ("AT&T Missouri") and United States Cellular Corporation ("Carrier"), is hereby amended as follows:

WHEREAS, the Agreement is being amended pursuant to Section 3.3.2 of the NIM (Network Interconnection Methods) Appendix of the Agreement to establish terms to share the cost of one SONET Facility SCID N34116 located in the St. Louis LATA. The terms are identified as new Sections 3.3.2.1 and 3.3.2.2; and

WHEREAS, the Agreement is being amended pursuant to Section 3.3.2 of the Agreement to adopt a specific "Originating Party Uses Terminating Party's Facilities (DS3 and above)" for one SONET facility SCID N34116 located in the St. Louis LATA, which is to be identified as a new Section 3.1 of the Appendix - Pricing (Cellular/PCS), and whereas the "Originating Party" is AT&T Missouri.

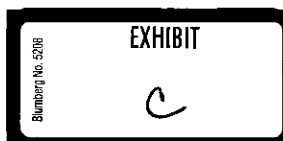
NOW, THEREFORE, in consideration of the mutual promises contained herein, AT&T Missouri and Carrier hereby agree as follows:

(1) The Agreement is hereby amended pursuant to Section 3.3.2 of the NIM (Network Interconnection Methods) Appendix of the Agreement to add the following new Sections 3.3.2.1 "Originating Party Uses Terminating Party's Facilities" and 3.3.2.2, as follows:

3.3.2.1 Where Carrier has purchased a high bandwidth facility (e.g., DS3 and above), specifically, one SONET facility in the St. Louis LATA, identified as SCID N34116, for dedicated wireless local interconnection usage, Carrier will make available this facility for trunking and Interconnection to AT&T Missouri. If AT&T Missouri chooses to use such high bandwidth facility for trunking and Interconnection, Carrier will charge AT&T Missouri a proportionate share of the cost of the high bandwidth facility. Carrier shall bill and AT&T Missouri shall pay Carrier at a rate representative of a DS1 equivalent based upon each 200,000 minutes of use ("MOU") of AT&T Missouri originated traffic over such high bandwidth facility within a single month and based upon Carrier's actual cost of a DS1 on such high bandwidth facility, not to exceed AT&T Missouri's State Access Services tariff rates or the F.C.C. 73 tariffed rates. The Parties have agreed to a negotiated rate for the SONET facilities. The negotiated rate is set forth below in the new section 3.1 which is being added to the Agreement pursuant to section 2 of this Amendment. The rate in section 3.1 applies only to the SONET facilities and does not apply to any other facilities in the State of Missouri, whether DS3 or above or otherwise.

3.3.2.2 Carrier will use the negotiated rate of Section 3.1 to bill AT&T Missouri for AT&T Missouri originated land-to-mobile traffic, if AT&T elects to send its originated land-to-mobile traffic over the SONET facility identified above. The Parties shall measure traffic and use actual measurements to determine the amount of AT&T Missouri originated traffic. The negotiated rate in Section 3.1 is specific to Carrier's costs associated with SONET Facility SCID N34116 located in the St. Louis LATA and is not applicable to any other carrier or third party.

<sup>1</sup> 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. On June 29, 2007, Southwestern Bell Telephone, L.P., a Texas limited partnership, was merged with and into SWBT Inc., a Missouri corporation, with SWBT Inc. as the survivor entity. Simultaneous with the merger, SWBT Inc. changed its name to Southwestern Bell Telephone Company. Southwestern Bell Telephone Company is doing business in Missouri as "AT&T Missouri". Name change approval request(s) may be pending with the appropriate state regulatory authorities.



(2) Section 3 Shared Facility Factor of the Appendix Pricing is hereby modified to add a new Section 3.1 as follows:

3.1 The Originating Party Uses Terminating Parties Facilities (DS3 and above) for one SONET facility SCID N34116 in the St. Louis LATA. Usage, at the election of the Originating Party, may be paid on a flat rate of \$38.02 per 200,000 MOUs of Land to Mobile traffic billed by Carrier or as an MOU additive of \$.00019012 per MOU billed by Carrier. These rates apply only to the SONET facility identified above and do not apply to any other facilities in the State of Missouri, whether DS3 or above or otherwise.

(3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement; rather, it shall be coterminous with such Agreement.


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

(5) 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.

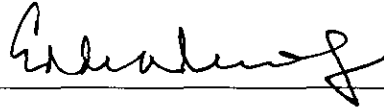
(6) This Amendment shall be filed with and is subject to approval by the Missouri Public Service Commission and shall become effective ten (10) days following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by AT&T Missouri and Carrier, each signing by and through its duly authorized representative.

**United States Cellular Corporation**

By:   
Name: Kevin R. Lowell  
(Print or Type)  
Title: VP National Network Operations  
(Print or Type)  
Date: 7.16.2007

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


By:   
Name: EDDIE A. REED JR  
(Print or Type)  
Title: DIRECTOR CONTRACT MGT.  
(Print or Type)  
Date: 7/25/07

UNE OCN #: 6275

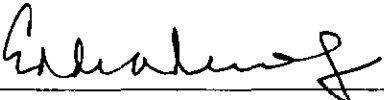
ACNA: UCU

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate by AT&T Missouri and Carrier, each signing by and through its duly authorized representative.

**United States Cellular Corporation**

By:   
Name: Kevin R. Lowell  
(Print or Type)  
Title: VP National Network Operations  
(Print or Type)  
Date: 7.16.2007

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

By:   
Name: EDDIE A. REED JR  
(Print or Type)  
Title: DIRECTOR CONTRACT MGT.  
(Print or Type)  
Date: 7/25/07

UNE OCN #: 6275

ACNA: UCU