

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

In the Matter of the Application of)	
Verizon Wireless (VAW) LLC d/b/a)	
Verizon Wireless, St. Joseph CellTelCo)	
d/b/a Verizon Wireless, Cellco Partnership)	
d/b/a Verizon Wireless and CyberTel Cellular)	Case No.
Telephone Company d/b/a Verizon Wireless)	
for Approval of an Amendment to Interconnection)	
Agreement Under the Telecommunications Act)	
of 1996.)	

**VERIZON WIRELESS' APPLICATION FOR APPROVAL OF AMENDMENT
TO INTERCONNECTION AGREEMENT**

COMES NOW Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, St. Joseph CellTelCo d/b/a Verizon Wireless, Cellco Partnership d/b/a Verizon Wireless and CyberTel Cellular Telephone Company d/b/a Verizon Wireless (collectively "Verizon Wireless") and, pursuant to Section 252(e) of the Telecommunications Act of 1996 (the "Act") and 4 CSR 240-3.513(6)(C), hereby respectfully submits its Application for Approval of an Amendment to the Interconnection Agreement by and between Verizon Wireless and Southwestern Bell Telephone Company d/b/a AT&T Missouri (the "Amendment"), and hereby requests the Missouri Public Service Commission (the "Commission") to approve this Amendment. A fully executed copy of this Amendment is attached hereto as Exhibit A and by this reference made a part hereof.

The proposed Amendment revises the ACNA (Access Name Abbreviation) codes covered by the underlying Interconnection Agreement. The proposed Amendment modifies the parties' current Interconnection Agreement, which the Commission approved in Case No. TO-98-96.

In support of its Application, Verizon Wireless states as follows:

1. Verizon Wireless (VAW) LLC d/b/a Verizon Wireless ("VZW") is a Delaware limited liability company that is authorized to provide, and does provide, Commercial Mobile Radio Service in the State of Missouri under licenses issued by the FCC¹. Its principal offices are located at 180 Washington Valley Road, Bedminster, New Jersey 07921. It may be contacted at the electronic mail address, facsimile and telephone numbers of its attorneys, as set out in paragraph 5 hereof.

2. Cellco Partnership d/b/a Verizon Wireless ("Cellco") is a general partnership that is authorized to provide, and does provide, Commercial Mobile Radio Service in the State of Missouri under licenses issued by the FCC². Its principal offices are located at 180 Washington Valley Road, Bedminster, New Jersey 07921. It may be contacted at the electronic mail address, facsimile and telephone numbers of its attorneys, as set out in paragraph 5 hereof.

3. St. Joseph CellTelCo d/b/a Verizon Wireless ("St. Joseph CellTelCo") is a general partnership that is authorized to provide, and does provide, Commercial Mobile Radio Service in the State of Missouri under licenses issued by the FCC. A certified copy of St. Joseph CellTelCo's Registration of Fictitious Name is attached hereto as Exhibit B, and by this reference made a part hereof. Its principal offices are located at 180 Washington Valley Road, Bedminster, New Jersey 07921. It may be contacted at the electronic mail address, facsimile and telephone numbers of its attorneys, as set out in paragraph 5 hereof.

4. CyberTel Cellular Telephone Company d/b/a Verizon Wireless ("CyberTel") is a limited partnership that is authorized to provide, and does provide,

¹ Pursuant to 4 CSR 240-2.060(1)(G), a certified copy of Verizon Wireless (VAW) LLC's Certificate of Registration - Foreign Limited Liability Company was filed with the Commission in Case No. TK-2005-0414.

² Pursuant to 4 CSR 240-2.060(1)(G), a certified copy of the Registration of Fictitious Name for Cellco Partnership were filed with the Commission in Case No. TK-2005-0414.

Commercial Mobile Radio Service in the State of Missouri under licenses issued by the FCC. Its principal offices are located at 180 Washington Valley Road, Bedminster, New Jersey 07921³. It may be contacted at the electronic mail address, facsimile and telephone numbers of its attorneys, as set out in paragraph 5 hereof.

5. Correspondence, communications, notices, orders, and decisions in this matter are to be sent to to the following parties:

Mr. James F. Mauzé
Mr. Thomas E. Pulliam
Ottsen, Mauzé, Leggat & Belz, L.C.
112 South Hanley Road
St. Louis, Missouri 63105
Telephone: 314-726-2800
Facsimile: 314-863-3821
E-mail: jim@mauze.org
tepulliam@aol.com

Mr. Lance Murphy
Verizon Wireless
24242 Northwestern Highway
Southfield, Michigan 48075
Telephone: (248) 915-3571
Facsimile: (248) 915-3599
E-mail: Lance.Murphy@verizonwireless.com

6. Neither VZW, Cellco, St. Joseph CellTelCo nor CyberTel has any final unsatisfied judgments or decisions against it from any state or federal agency or court which involves retail customer service or rates which action, judgment or decision has occurred within three (3) years of the date of this Application. Neither VZW, Cellco, St. Joseph CellTelCo nor CyberTel has any pending actions in any state or federal agency or court which involves customer service or rates, which action, judgment or decision has occurred within three (3) years of the date of this Application.

³ Pursuant to 4 CSR 240-2.060(1)(G), a certified copy of the Registration of Fictitious Name for CyberTel Cellular Telephone Company was filed with the Commission in Case No. TK-2005-0414.

7. Neither VZW, Cellco, St. Joseph CellTelCo nor CyberTel has any annual report or assessment fees that are overdue.

8. Verizon Wireless seeks approval of this Amendment to Interconnection Agreement pursuant to Section 252(e)(1) of the Telecommunications Act of 1996 (the "Act"). The Commission must approve the Amendment to Interconnection Agreement unless it determines that the Amendment (or any portion thereof): (a) discriminates against a telecommunications carrier not a party to the agreement and/or amendment; or (b) the implementation of such agreement and/or amendment is not consistent with the public interest, convenience and necessity.

9. Verizon Wireless states that the Amendment to Interconnection Agreement does not discriminate against any telecommunications carrier not a party to the Amendment. In addition, Verizon Wireless states that the implementation of the Amendment is consistent with the public interest, convenience and necessity.

WHEREFORE, Applicants Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, Cellco Partnership d/b/a Verizon Wireless, St. Joseph CellTelCo d/b/a Verizon Wireless and CyberTel Cellular Telephone Company d/b/a Verizon Wireless hereby request the Commission: (1) to approve the Amendment to the Interconnection Agreement in the form of the Amendment attached to this Petition as Exhibit A; and (2) grant such other and further relief as the Commission deems necessary and proper in the circumstances.

[The remainder of this page left intentionally blank]

Respectfully submitted,

OTTSEN, MAUZÉ, LEGGAT & BELZ,
L.C.

By: 

James F. Mauzé

#18684

Thomas E. Pulliam

#31036

112 South Hanley Road

St. Louis, MO 63105-3418

(314) 726-2800

(314) 863-3821 (fax)

tepulliam@aol.com

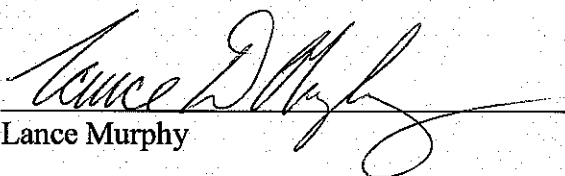
Dated: January 24, 2008

Attorneys for Applicants Verizon Wireless
(VAW) LLC, Cellco Partnership, St.
Joseph CellTelCo, and CyberTel Cellular
Telephone Company all d/b/a Verizon
Wireless

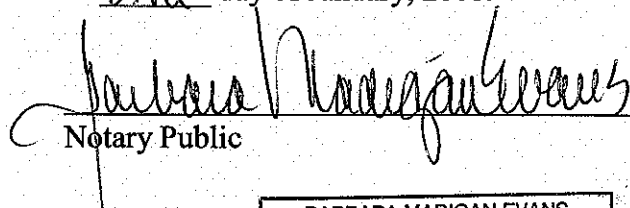
STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

VERIFICATION

Lance Murphy, being first duly sworn, on his oath, states that he is a member of the Technical Staff of Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, that he has knowledge of the matters stated in this Application, and that said matters are true and correct to the best of his knowledge and belief.


Lance Murphy

Subscribed and sworn to before me this 31st day of January, 2008.


Notary Public

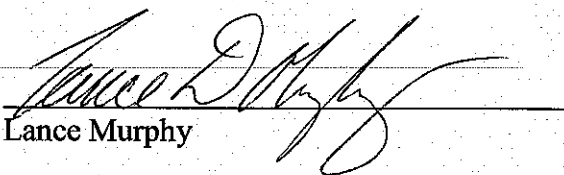
My Commission Expires:

BARBARA MADIGAN EVANS
Notary Public, State of Michigan
County of Oakland
My Commission Expires May. 10, 2013
Acting in the County of

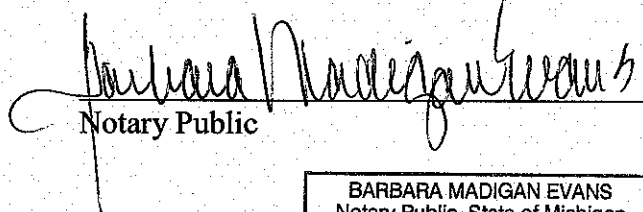
STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

VERIFICATION

Lance Murphy, being first duly sworn, on his oath, states that he is a member of the Technical Staff of Cellco Partnership d/b/a Verizon Wireless, that he has knowledge of the matters stated in this Application, and that said matters are true and correct to the best of his knowledge and belief.


Lance Murphy

Subscribed and sworn to before me this 23rd day of January, 2008.


Notary Public

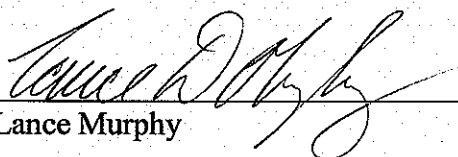
My Commission Expires:

BARBARA MADIGAN EVANS
Notary Public, State of Michigan
County of Oakland
My Commission Expires May. 10, 2013
Acting in the County of _____

STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

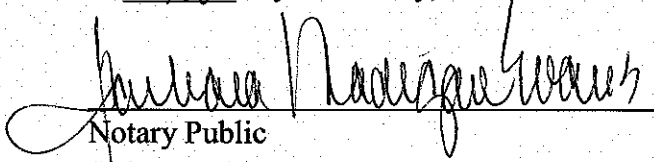
VERIFICATION

Lance Murphy, being first duly sworn, on his oath, states that he is a member of the Technical Staff of St. Joseph CellTelCo d/b/a Verizon Wireless, that he has knowledge of the matters stated in this Application, and that said matters are true and correct to the best of his knowledge and belief.



Lance Murphy

Subscribed and sworn to before me this 3rd day of January, 2008.



Notary Public

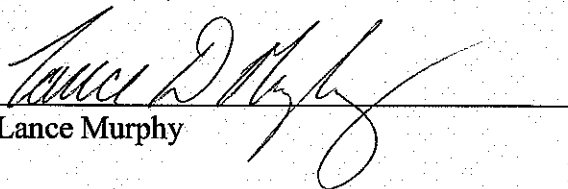
My Commission Expires:

BARBARA MADIGAN EVANS Notary Public, State of Michigan County of Oakland My Commission Expires May. 10, 2013 Acting in the County of _____
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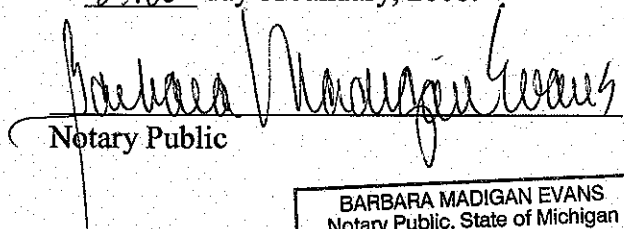
STATE OF MICHIGAN)
) ss
COUNTY OF OAKLAND)

VERIFICATION

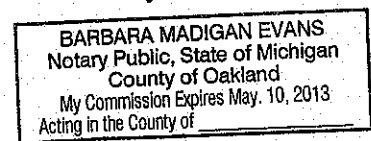
Lance Murphy, being first duly sworn, on his oath, states that he is a member of the Technical Staff of CyberTel Cellular Telephone Company d/b/a Verizon Wireless, that he has knowledge of the matters stated in this Application, and that said matters are true and correct to the best of his knowledge and belief.


Lance Murphy

Subscribed and sworn to before me this 2nd day of January, 2008.


Notary Public

My Commission Expires:



CERTIFICATE OF SERVICE

The undersigned hereby states that a true and complete copy of this Application was sent via electronic transmission on the 24th day of January, 2008 to the following parties:

General Counsel
Missouri Public Service Commission
P.O. Box 360
Jefferson City, Missouri 65102-0360
William.Haas@psc.mo.gov
general.counsel@psc.mo.gov

Office of the Public Counsel
P.O. Box 2230
Jefferson City, Missouri 65102-2230
mike.dandino@ded.mo.gov
opcservice@ded.mo.gov

Timothy P. Leahy
Leo J. Bub
Robert J. Gryzmala
AT&T Missouri
One AT&T Center, Room 3518
St. Louis, Missouri 63101
leo.bub@att.com

Sharon E. Pulliam

**AMENDMENT TO
AGREEMENT FOR INTERCONNECTION AND RECIPROCAL COMPENSATION
BY AND BETWEEN
VERIZON WIRELESS (VAW) LLC d/b/a VERIZON WIRELESS
AND
SOUTHWESTERN BELL TELEPHONE COMPANY d/b/a AT&T MISSOURI**

The Agreement for Interconnection and Reciprocal Compensation, effective December 1, 1997 ("the Agreement") by and between Southwestern Bell Telephone Company d/b/a AT&T Missouri¹ ("AT&T Missouri") and Verizon Wireless (VAW) LLC d/b/a Verizon Wireless, St. Joseph CellTelCo² d/b/a Verizon Wireless, Cellco Partnership d/b/a Verizon Wireless and CyberTel Cellular Telephone Company d/b/a Verizon Wireless collectively ("CARRIER") is hereby amended as follows:

- (1) The Parties agree to delete Section 18.20 as added by the "Amendment - Name Change, Reciprocal Compensation, Billing, Extend the Term and Remove Area Wide Calling Plan" dated April 30, 2003 and replace it with the following:

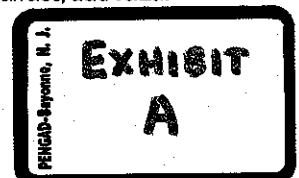
18.20 The complete list of Carrier's Access Name Abbreviation (ACNA) codes covered by this Agreement is listed below. Any addition, deletion or change in name associated with these listed ACNA codes requires notice to AT&T Missouri. Notice must be received by AT&T Missouri before orders can be processed under a new or changed ACNA code.

ACNA List: CXV
CMO
EBA

- (2) All other terms and conditions of the Agreement remain unchanged.
- (3) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, 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.

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. 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".

² The Parties acknowledge that St. Joseph CellTelCo, d/b/a Verizon Wireless, is a Party to this Agreement even though the St. Joseph CellTelCo, d/b/a Verizon Wireless, was inadvertently omitted as a party in prior amendments to this Agreement.



Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

St Joseph CellTelCo d/b/a Verizon Wireless,
by Verizon Wireless (VAW) LLC, Its General Partner

Cellco Partnership d/b/a Verizon Wireless

CyberTel Cellular Telephone Company d/b/a Verizon
Wireless, by Cellco Partnership, Its General Partner

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

By:



Printed:

BETH ANN DROHAN

Title:

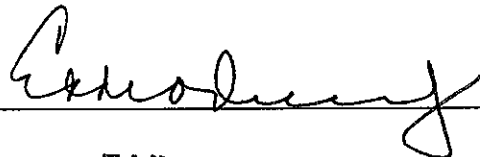
AREA VICE PRESIDENT NETWORK

(Print or Type)

Date:

10/18/07

By:



Printed:

Eddie A. Reed, Jr.

Title:

Director - Interconnection Agreements

Date:

1.3.08



X00221221

CERTIFICATE OF CORPORATE RECORDS

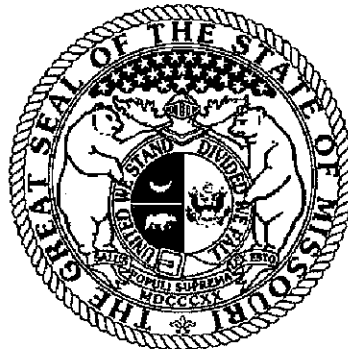
ST. JOSEPH CELLTELCO

I, ROBIN CARNAHAN, Secretary of the State of the State of Missouri and Keeper of the Great Seal thereof, do hereby certify that the annexed pages contain a full, true and complete copy of the original documents on file and of record in this office for which certification has been requested.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 22nd day of January, 2008

Robin Carnahan

Secretary of State



Certification Number: 10377224-1 Reference:
Verify this certificate online at <http://www.sos.mo.gov/businessentity/verification>

PHCID-Beyond, N. 1.

EXHIBIT
B

No. X 221.221**STATE OF MISSOURI**

ROY D. BLUNT, Secretary of State

CORPORATION DIVISION

Registration of Fictitious Name

(Sec. 417.200-417.230, R.S.Mo)

TO BE FILED IN DUPLICATE

THE FILING FEE OF \$2.00 MUST ACCOMPANY THIS AFFIDAVIT. The affidavit must be signed and verified by all parties owning interest in the company. Mail with filing fee to: ROY D. BLUNT, SECRETARY OF STATE, P.O. BOX 778, JEFFERSON CITY, MISSOURI 65102. The duplicate copy will be returned to the business address of the business registered unless you indicate otherwise in your cover letter.

Make check for \$2.00 payable to the State Director of Revenue.

This information is for the use of the public and gives no protection to the name. There is no provision in this Chapter to keep another company or corporation from adopting and using the same name.

We, the undersigned, are doing business under the following name, and at the following address:

Name to be registered: St. Joseph CellTelCoBusiness Address (Mo., if any; if not, other): 7000 Squibb Road, Suite 200City, State, and Zip Code: Mission, Kansas 66202

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

Name of Owners, Individual or Corporate	Street and Number	City	State	If listed, Percentage of ownership must equal 100%
McCaw Communications of	5400 Carillon Point	Kirkland	WA	%
St. Joseph, Inc.				%
f305793 AG				%
				%
				%
				%

FILED**NOV 13 1990***Roy D. Blunt*
SECRETARY OF STATE

State of Washington

County of King

} ss

The undersigned, being all the parties owning interest in the above company, being duly sworn, upon their oaths each did say that the statements and matters set forth herein are true.

Individual
Owners
Sign Here

X

X

X

X

X

X

The undersigned corporation has caused this application to be executed in its name by its President

or Vice-President and its Secretary or Assistant Secretary, this

7th

day of

November

, 19 90

If
Corporation
is
Owner,
Corporate
Officers
Execute
Here

MCCAW COMMUNICATIONS OF ST. JOSEPH, INC.

(Exact Corporate Title)

By

[Signature]
Its President or Vice-President.

By

[Signature]
Its Secretary or Assistant Secretary.

(Corporate Seal)

If no seal, state "none".

NONE

I, Deborah Leah, A Notary Public, do hereby certify that on the 7th
day of November, 19 90, personally appeared before me Timothy Donahue,
and being first duly sworn by me, acknowledged that _____ he signed as his own free act and deed the foregoing
document in the capacity therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year before written.

(Notarial Seal)

[Signature]
Notary Public

My commission expires 05/09/94