

P.O. Box 4800
La Crosse, WI 54602-4800



June 7, 2005

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909-7721

Re: Interconnection and Reciprocal Compensation Agreement - Michigan

Dear Ms. Kunkle:

Enclosed for filing are the original and three (3) copies of a Joint Application for approval of an Interconnection and Reciprocal Compensation Agreement by and between CenturyTel Midwest Michigan, Inc., CenturyTel of Michigan, Inc., CenturyTel of Northern Michigan, Inc., CenturyTel of Upper Michigan, Inc. ("CenturyTel") and New Cingular Wireless PCS, LLC ("Cingular") in the State of Michigan. A fully-executed original copy and three (3) copies of the adoption letter are attached to the Joint Application as Exhibit A.

Cingular has requested adoption of terms and conditions of the Interconnection and Reciprocal Compensation Agreement dated April 5, 2001, by and between CenturyTel and Verizon Wireless Personal Communications, L.P. d/b/a Verizon Wireless, that was approved by the Commission in an order issued on June 5, 2001, in Case No. U-12931; four (4) copies are enclosed.

Please date stamp two (2) copies and return one (1) each in the self-addressed, posted envelopes.

Also enclosed is a diskette containing this filing in an electronic format.

If you have any questions, you may reach me at 608-796-7894.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Francis J. Runkel".

Francis J. Runkel
Regional Director
Carrier Relations

FJR:kp

Enclosures

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
June 7, 2005
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cc: Vickie.Norris@CenturyTel.com
Joey.Bales@CenturyTel.com

Susan Riley
Senior Contract Manager
Interconnection/LNP
New Cingular Wireless PCS, LLC
5565 Glenridge Connector, Suite #1520
Atlanta, GA 30342

Cingular Wireless
ATTN: Interconnection Counsel
8645 154th Avenue, N.E.RTC-1
Redmond, WA 98052

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re: The Request For Commission Approval)	
Of an Interconnection and Reciprocal Compensation)	
Agreement Arrived At Through Voluntary Negotiations)	Case No. U-_____
Between CenturyTel and New Cingular Wireless PCS, LLC)	

JOINT APPLICATION

CenturyTel, on behalf of its Michigan companies, and New Cingular Wireless PCS, LLC ("Cingular") hereby jointly apply to the Michigan Public Service Commission ("Commission") for approval within ninety (90) days, pursuant to and in accordance with Section 252(e) of the Federal Telecommunications Act of 1996 ("Act"), Pub. L. No. 104-104, 110 Stat. 56 (1996) [codified at 47 U.S.C. §252(e)] and pursuant to Section 203(1) of the Michigan Telecommunications Act ("MTA"), as amended, MCL 484.2203(1) an Interconnection and Reciprocal Compensation Agreement, arrived at through voluntary negotiations between CenturyTel and Cingular. A copy of this Agreement is attached hereto as Exhibit A and incorporated herein by reference. This submission is made pursuant to the Act. Applicants respectfully request Commission action on this submission in accordance with the Act. In support thereof, CenturyTel submits the following information:

1. CenturyTel is a corporation duly organized and existing under and by virtue of the laws of the State of Louisiana with principal offices located at 100 CenturyTel Drive, Monroe, LA 71203 and it is the parent corporation of CenturyTel Midwest Michigan, Inc., CenturyTel of Michigan, Inc., CenturyTel of Northern Michigan, Inc. and CenturyTel of Upper Michigan, Inc. CenturyTel's Michigan companies are engaged in the provision of varied telecommunications services to its customers and the

general public within its certificated territory in the State of Michigan. The telephone company identified in the Agreement is an "incumbent local exchange carrier" as that term is defined in §251(H) and used in §252(a) of the Act.

2. Cingular is authorized by the Federal Communications Commission ("FCC") to provide commercial mobile radio service and provide such service to its end user customers, operating wireless affiliates and switch share/managed markets.
3. Pursuant to Section 252(i) of the Act, Cingular requested adoption of terms and conditions of the Interconnection and Reciprocal Compensation Agreement dated April 5, 2001 by and between CenturyTel and Verizon Wireless Personal Communications, L.P. d/b/a Verizon Wireless (Adopted Agreement) that was approved by the Commission in an order issued on June 5, 2001, in Case No. U-12931.
4. The Agreement was arrived at through voluntary negotiations between the parties as contemplated by §251(a) of the Act.
5. The Agreement establishes a reciprocal compensation interconnection arrangement that compensates each other for terminating local telecommunications traffic that originates on the other party's network.
6. Pursuant to §252(a)(1) of the Act, an agreement arrived at through negotiations is to be submitted to the State commission and §252(e)(1) provides that the State Commission to which an agreement is submitted shall approve or reject the agreement, with written findings as to any deficiencies. Pursuant to §252(e)(2), this Commission may only reject the agreement if the Commission finds that:


- (a) the agreement (or portion thereof) discriminates against telecommunications carrier not a party to the agreement; or
 - (b) the implementation of such agreement (or portion thereof) is not consistent with the public interest, convenience, and necessity.
7. As contemplated by §252(e)(2)(a) and (b), the Agreement does not discriminate against any telecommunications carrier not a party to the Agreement and implementation of the Agreement is consistent with the public interest, convenience and necessity. CenturyTel will make these arrangements available to any other requesting carrier operating within the same service territories of its Michigan companies on the same terms and conditions as those provided in the Agreement in accordance with §252(l) of the Act. The Agreement will not preclude different arrangements with other telecommunications carriers. Other telecommunications carriers may negotiate their own arrangements with CenturyTel pursuant to the applicable provisions of the Act.
8. CenturyTel respectfully requests the Commission approve the Agreement as soon as possible. This request is made in accordance with §252(e)(4) of the Act. This provision provides that the Agreement shall be approved if the Commission does not act to approve or reject the agreement within 90 days after submission by the parties.
9. Vickie M. Norris, 17 South High Street, Suite 600, Columbus, OH 43215, is the regulatory contact person for CenturyTel.
10. Francis J. Runkel, 333 North Front Street, La Crosse WI 54601, is the Carrier Relations contact person for CenturyTel.


11. Cingular Wireless
ATTN: Susan Riley
Senior Contract Manager
Interconnection/LNP
5565 Glenridge Connector, Suite 1520
Atlanta, GA 30342

Cingular Wireless
P.O. Box 97061
8645 154th Avenue
N.E.RTC-1
Redmond, WA 98052
ATTN: Interconnection Counsel

WHEREFORE, applicants jointly request Commission approval of the Agreement pursuant to MTA §203 (1) and §252(e) of the Act.

Respectfully submitted,


Francis J. Runkel
Regional Director, Carrier Relations
CenturyTel
333 North Front Street
La Crosse, WI 54601


Michael F. Van Weelden
Director, Wholesale Services
New Cingular Wireless PCS, LLC
5565 Glenridge Connector
Suite 1520
Atlanta, GA 30342

Attachment – Exhibit A:
Agreement with original signatures

P.O. Box 4800
La Crosse, WI 54602-4800

ATTACHMENT A

Cingular Wireless
ATTN: Michael F. Van Weelden
Director, Wholesale Services
5565 Glenridge Connector Suite 1520
Atlanta, GA 30342



May 16, 2005

RE: Opt-In to existing Interconnection and Reciprocal Compensation Agreement

Dear Mr. Van Weelden:

CenturyTel of Midwest-Michigan, Inc., CenturyTel of Upper Michigan, Inc., CenturyTel of Northern Michigan, Inc. and CenturyTel of Michigan, Inc. (referred to as "CenturyTel") has received a request from Cingular Wireless stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), New Cingular Wireless PCS, LLC on behalf of itself and its wireless operating subsidiaries ("Cingular") wishes to adopt the terms of the Interconnection and Reciprocal Compensation Agreement between CenturyTel of Midwest-Michigan, Inc., CenturyTel of Upper Michigan, Inc., CenturyTel of Northern Michigan, Inc. and CenturyTel of Michigan, Inc. and Verizon Wireless Personal Communications, L.P. d/b/a Verizon Wireless ("VZW") that was approved on June 5, 2001 by the Michigan Public Service Commission as an effective agreement in the State of Michigan in Docket U-12931 (the "Terms"). This letter shall confirm that you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

By your countersignature on this letter, you hereby represent and commit to the following:

1. Except as set forth below, Cingular adopts the Terms of the Verizon Wireless agreement for interconnection with CenturyTel and in applying the Terms, agrees that Cingular shall be substituted in place of Verizon Wireless (VZW) in the Terms wherever appropriate.
2. Cingular requests that notice to Cingular as may be required under the Terms shall be provided as follows:

Cingular Wireless
5565 Glenridge Connector
Suite 1520
Atlanta, GA 30342
Attn: Senior Interconnection Mgr.

Copy to: Cingular Wireless
P.O. Box 97061
8645 154th Ave. N.E. RTC-1
Redmond, WA 98052
Attn: Interconnection Counsel

3. Cingular represents and warrants that it is licensed to provide Wireless telecommunications service in the State of Michigan, and that its adoption of the Terms will cover services in the State of Michigan only. (OCN 6010 and 6335)

Cingular Wireless

May 16, 2005

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4. Cingular's adoption of the Verizon Wireless Terms shall become effective upon CenturyTel's filing of this letter with the Michigan Public Service Commission and shall terminate pursuant to the Verizon Wireless Terms.
5. As the Terms are being adopted by you pursuant to your statutory rights under Section 252(i), CenturyTel does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by CenturyTel of the Terms does not in any way constitute a waiver by CenturyTel of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyTel of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Cingular 252(i) election.
6. Pursuant to the FCC's ruling in Implementation of the local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic, CC Docket No. 96-98, CC Docket No. 99-68, (April 27, 2001), local exchange carriers may not, as of May 15, 2001, opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic. Thus, to the extent that compensation for the exchange of ISP-bound traffic is addressed in the Verizon Wireless agreement, the Parties acknowledge that such compensatory arrangement is not a part of this Adoption Agreement.
7. The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
8. CenturyTel reserves the right to deny any Cingular adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to Cingular are greater than the costs of providing them to Verizon Wireless;
 - (b) if the provision of the Terms to Cingular is not technically feasible; and/or to the extent Cingular already has an existing interconnection agreement (or existing 252(i) adoption with CenturyTel and the Terms were approved before the date of approval of the existing interconnection agreement or the effective date of the existing 252(i) adoption).

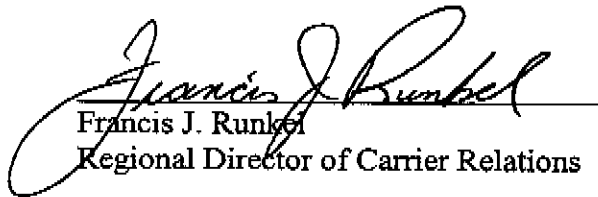
Cingular Wireless
 May 16, 2005
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9. Should Cingular attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, CenturyTel reserves its rights to seek appropriate legal and/or equitable relief.
10. The Parties acknowledge that CenturyTel is entitled to maintain that it is a rural telephone company (as defined in 47 U.S.C. 153) as provided by 47 U.S.C. 251(f). By entering into this Agreement, CenturyTel is not waiving its right to maintain at some point during the term of this Agreement that it is a rural telephone company entitling it to exemption under 47 U.S.C. 251 (f).

Please indicate your agreement to the provisions of this letter by signing three (3) copies of this letter on the space provided below and return to Francis J. Runkel, Regional Director of Carrier Relations, 333 North Front Street, La Crosse, WI 54601.

Sincerely,

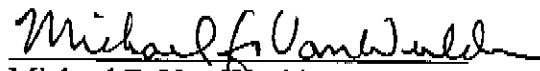
CenturyTel of Northern Michigan, Inc.
 CenturyTel of Michigan, Inc.
 CenturyTel Midwest-Michigan, Inc.
CenturyTel of Upper Michigan, Inc.


 Francis J. Runkel
 Regional Director of Carrier Relations

Date signed: 5/16/05

Reviewed and countersigned:

New Cingular Wireless PCS, LLC


 Michael F. Van Weelden
 Director, Wholesale Services *ok SW*

Date signed: 5-23-05