



March 15, 2004

Ms. Lynda L. Dorr
Secretary to the Commission
Public Service Commission of Wisconsin
P.O.Box 7854
Madison, WI 53707-7854

RE: Application for Approval of the First Amendment to the Interconnection and Reciprocal Compensation Agreement between CenturyTel and Airadigm Communications

Dear Ms. Dorr:

CenturyTel hereby requests approval, pursuant to 47 U.S.C. 252, of the enclosed First Amendment to the Interconnection and Reciprocal Compensation Agreement between CenturyTel and Airadigm Communications approved in Docket 05-TI-684 on September 19, 2002.

This amendment adds two additional CenturyTel Wisconsin ILECs, CenturyTel of Central Wisconsin, LLC and Telephone USA of Wisconsin, LLC, to the agreement.

I have been authorized by Airadigm Communications to submit for Commission approval, pursuant to 47 U.S.C. 252 (e), the enclosed First Amendment to the Interconnection and Reciprocal Compensation Agreement between Airadigm Communications and CenturyTel.

I hereby certify that a copy of this filing has been served on Maynard Bevers, Revenue Assurance Manager, Airadigm Communications, P.O. Box 206, Little Chute, WI 54140.

Sincerely

/s/ Francis J. Runkel
Regional Carrier Relations Manager

Enclosures

cc: Maynard Bevers – Airadigm Communications
Joey.Bales@CenturyTel.com
Lorenzo.Cruz@CenturyTel.com

AMENDMENT NO. 1

INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT

By and Between

CenturyTel of Wisconsin, LLC
CenturyTel of Forestville, LLC
CenturyTel of Larsen Readfield, LLC
CenturyTel of Monroe County, LLC
CenturyTel of Fairwater-Brandon-Alto, LLC
CenturyTel of Northern Wisconsin, LLC
CenturyTel of Northwest Wisconsin, LLC
CenturyTel of Southern Wisconsin, LLC
CenturyTel of the Midwest-Kendall, LLC
CenturyTel of the Midwest-Wisconsin, LLC
CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC

And

Airadigm Communications

For the state of

WISCONSIN

This Interconnection and Reciprocal Compensation Agreement (“Agreement”), is entered into by and between CenturyTel of Wisconsin, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Central Wisconsin, LLC, Telephone USA of Wisconsin, LLC (collectively, “CenturyTel”) and Airadigm Communications (“Airadigm”), (CenturyTel and Airadigm, each, a “Party”, and, collectively, “the Parties”).

WHEREAS, Airadigm is authorized by the Federal Communications Commission (“FCC”) to provide commercial mobile radio service (as defined in Section 1.5, “CMRS”) and provides such service to its end user customers, operating wireless affiliates and switch share/managed markets; and

WHEREAS, CenturyTel is a certified provider of local exchange service; and

WHEREAS, Airadigm terminates local telecommunications traffic that originates from CenturyTel’s subscribers, and CenturyTel terminates local telecommunications traffic that originates from Airadigm’s subscribers; and

WHEREAS, Airadigm provides a point of interconnection in the CenturyTel service areas, or interconnects with CenturyTel’s network via a third party tandem switch; and

WHEREAS, the Parties wish to establish a reciprocal compensation interconnection arrangement that compensates each other for terminating local telecommunications traffic that originates on the other Party’s network.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

1. DEFINITIONS.

1.1 “Act” means the Communications Act of 1934, as amended, including the Telecommunications Act of 1996.

1.2 An “Affiliate” of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term “own” means to have a majority ownership interest in, or have voting control of a majority of the ownership interests in, such corporation or other legal entity.

1.3 “Business Day” means any weekday other than a Saturday, Sunday or holiday on which the U.S. Mail is not delivered.

SIGNATURE PAGE

IN WITNESS WHEREOF, each Party hereto has executed this Agreement to be effective upon approval by the Commission in accordance with Section 252 of the Act. The "effective date" of this Agreement for such purposes will be established by the Commission approval order.

CenturyTel of Wisconsin, LLC
CenturyTel of Forestville, LLC
CenturyTel of Larsen Readfield, LLC
CenturyTel of Monroe County, LLC
CenturyTel of Fairwater-Brandon-Alto, LLC
CenturyTel of Northern Wisconsin, LLC
CenturyTel of Northwest Wisconsin, LLC
CenturyTel of Southern Wisconsin, LLC
CenturyTel of the Midwest-Kendall, LLC
CenturyTel of the Midwest-Wisconsin, LLC
CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC

Airadigm Communications

By: *Guy Miller by [Signature]*
Name: Guy Miller

By: *Maynard Bevers*
Name: Maynard Bevers

Title: Corporate Director of Carrier Relations

Title: Revenue Assurance Manager

Date: 3/15/04

Date: March 11, 2004