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DOUGLAS DZIAK
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FILE NO: 56423.802

August 9, 2000

VIA UPS OVERNIGHT DELIVERY

Ms. Dorothy Wideman
Executive Secretary
Michigan Public Service commission
6545 Mercantile Way
Lansing, MI 48909

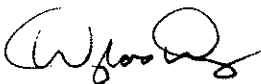
U-12559

Dear Ms. Wideman:

Enclosed for filing are the original and three copies of the Joint Application for Adoption of a Interconnection Agreement among Verizon North Inc. f/k/a GTE North Incorporated, Contel of the South, Inc. d/b/a Verizon North Systems, and CenturyTel Solutions, LLC.

Please stamp and return the top copy of this filing, as proof of receipt, in the self-addressed stamped envelope that I have enclosed. If you have any questions about this filing, please call me at the number above. Thank you.

Sincerely,



Douglas Dziak

Enclosures

cc: Mr. Scott Miles
Ms. Carol Rutgers
Tracy Pagliara, Esq.
William H. Keating, Esq.
James N. Moskowitz, Esq.
Ms. Susan Smith

MICHIGAN PUBLIC SERVICE COMMISSION
AUG 13 2000

STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

FILED

In Re Adoption of an Interconnection)
Agreement By and Among)
CenturyTel Solutions, LLC)
Verizon North Inc. f/k/a GTE)
North Incorporated)
and Contel of the South)
d/b/a Verizon North Systems)

MPSC Case No. U- U-12559

**JOINT APPLICATION FOR ADOPTION OF AN
INTERCONNECTION AGREEMENT**

CenturyTel Solutions, LLC ("CenturyTel") and Verizon North Inc. f/k/a GTE North Incorporated and Contel of the South, Inc. d/b/a Verizon North Systems (collectively, "Verizon") submit to the Michigan Public Service Commission ("Commission") pursuant to Section 252(i) of the Telecommunications Act of 1996 ("Act"), 47 U.S.C. Section 252(i), this *Joint Application for Adoption of an Interconnection Agreement*, between CenturyTel and Verizon. In support of this filing, CenturyTel and Verizon state as follows:

1. CenturyTel hereby represents and warrants that it is a certified provider of local dial-tone service in the State of Michigan.
2. Verizon is an authorized provider of telecommunications services to the public in its various exchanges and zones throughout the State of Michigan.
3. Pursuant to Section 252(i) of the Act, CenturyTel notified Verizon that it desired to adopt the terms ("Terms") of the arbitrated Interconnection Agreement

between GTE and AT&T Communications of Michigan, Inc. ("AT&T") approved by the Commission in Docket No. U-11165 ("AT&T Agreement"). Subsequent to this, Verizon and CenturyTel signed a letter relating to CenturyTel's adoption of the AT&T Agreement. A copy of this letter is attached to this Joint Application as Exhibit 1.

4. Section 252 (i) of the Act provides as follows:

(i) AVAILABILITY TO OTHER TELECOMMUNICATIONS CARRIERS.

A local exchange carrier shall make available any interconnection, service, or network element provided under an agreement approved under this section to which it is a party to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement.

The Commission approved the AT&T Agreement pursuant to Section 252(e) of the Act. Accordingly, Section 252(i) of the Act gives CenturyTel the right to adopt the Terms.

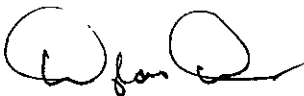
5. Subject to the terms of Exhibit 1, there are no outstanding issues between Verizon and CenturyTel relating to such adoption.

THEREFORE, Verizon North Inc. f/k/a GTE North Incorporated, Contel of the South, Inc. d/b/a Verizon North Systems and CenturyTel Solutions, LLC submit to the Commission this *Joint Application for Adoption of an Interconnection Agreement* for the Commission's approval.

Respectfully submitted this 9 day of August 2000.

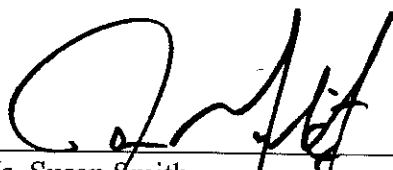
VERIZON NORTH INC. F/K/A
GTE NORTH INCORPORATED &
CONTEL OF THE SOUTH, INC.
D/B/A VERIZON NORTH SYSTEMS

CenturyTel Solutions, LLC

By: 
Tracy D. Pagliara, Esq.
GTE Service Corporation
600 Hidden Ridge
HQE03J36
Irving, TX 75038
Tel. No. (972) 718-6362
Fax No. (972) 718-1250

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By: 
Ms. Susan Smith
CenturyTel Solutions, LLC
3505 Summerhill Road, Suite 4
Texarkana, TX 75503
email: susan.smith@centurytel.com
Tel. No. (903) 792-3499
Fax No. (903) 792-0283

James N. Moskowitz, Esq.
Swidler Berlin Sherreff Friedman, LLP
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STATE OF MICHIGAN

BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

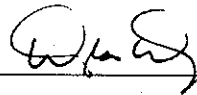
In Re the Request for Commission Approval)
of Adoption of an Interconnection)
Agreement By and Among)
CenturyTel Solutions, LLC)
Verizon North Inc. f/k/a)
GTE North Incorporated and)
Contel of the South, Inc. d/b/a Verizon)
North Systems)

MPSC Case No. U - _____

PROOF OF SERVICE

)
DISTRICT OF COLUMBIA)
)

Douglas Dziak after being duly cautioned and sworn, deposes and says that the original and three copies of the Joint Application of Verizon North Inc. f/k/a GTE North Incorporated and Contel of the South, Inc., d/b/a/ Verizon North Systems. and CenturyTel Solutions, LLC for Approval of the Adoption of an Interconnection Agreement are being served on the Commission's Executive Secretary on August 9, 2000, by overnight delivery.

By: 

Subscribed and sworn to before me, Regina Aikens, Notary Public,
this 9th day of August, 2000.


Notary Public

My commission expires:

4-1-02

Connie Nicholas
Assistant Vice President
Wholesale Markets-Interconnection



GTE Network
Services

HQE03B28
600 Hidden Ridge
P.O. Box 152092
Irving, TX 75038
972/718-4586
FAX 972/719-1523

April 20, 2000

Mr. Harvey Perry
CenturyTel Solutions, LLC
100 Century Park Drive
Monroe, LA 71203

Dear Mr. Perry:

GTE has received your letter stating that, under Section 252(i) of the Telecommunications Act of 1996 (the "Act"), CenturyTel Solutions, LLC ("CTS") wishes to adopt the terms of the arbitrated Interconnection Agreement between AT&T Communications of Michigan, Inc. ("AT&T") and GTE that was approved by the Commission as an effective agreement in the State of Michigan in Docket No. U-11165 (the "Terms")¹. I understand you have a copy of the Terms. Please note the following with respect to your adoption of the Terms.

1. By your countersignature on this letter, you hereby represent and commit to the following three points (A through C) only:
 - (A) CTS adopts the Terms of the AT&T arbitrated agreement for interconnection with GTE and in applying the Terms, agrees that CTS shall be substituted in place of AT&T in the Terms wherever appropriate.
 - (B) CTS requests that notice to CTS as may be required under the Terms shall be provided as follows:

To : Mr. Harvey Perry
CenturyTel Solutions, LLC
100 Century Park Drive
Monroe, LA 71203

And

¹ These "agreements" are not agreements in the generally accepted understanding of that term. GTE was required to accept these agreements, which were required to reflect then-effective FCC rules and other applicable law.

CenturyTel Solutions, LLC
Attention: Ms. Susan Smith
3505 Summerhill Road, Suite 4
Texarkana, TX 75503
Telephone number: 903-792-3499
FAX number: 903-792-0283

- (C) CTS represents and warrants that it has applied to become a certified provider of local telecommunications service in the State of Michigan, and that its adoption of the Terms will cover services in the State of Michigan only.
2. CTS's adoption of the AT&T arbitrated Terms shall become effective upon GTE's filing of this letter with the Michigan Public Service Commission and remain in effect no longer than the date the AT&T arbitrated Terms are terminated. The AT&T arbitrated agreement is currently scheduled to expire on August 2, 2002.
 3. As the Terms are being adopted by you pursuant to your statutory rights under section 252(i), GTE does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by GTE of the Terms does not in any way constitute a waiver by GTE of its position as to the illegality or unreasonableness of the Terms or a portion thereof, nor does it constitute a waiver by GTE of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Docket No. U-11165, or to seek review in any way of any provisions included in these Terms as a result of CTS's 252(i) election.
 4. On January 25, 1999, the Supreme Court of the United States ("Court") issued its decision on the appeals of the Eighth Circuit's decision in *Iowa Utilities Board*. Specifically, the Supreme Court modified several of the FCC's and the Eighth Circuit's rulings regarding unbundled network elements and pricing requirements under the Act. *AT&T Corp. v. Iowa Utilities Board*, No. 97-826, 1999 U.S. LEXIS 903 (1999). Certain provisions of the Terms may be void or unenforceable as a result of the Court's decision of January 25, 1999 and the remand of the pricing rules to the United States Eighth Circuit Court of Appeals. Moreover, nothing herein shall be construed as or is intended to be a concession or admission by either GTE or CTS that any contractual provision required by the Commission in Docket No. U-11165 (the AT&T arbitration) or any provision in the Terms complies with the rights and duties imposed by the Act, the decision of the FCC and the Commissions, the decisions of the courts, or other law, and both GTE and CTS expressly reserve their full right to assert and pursue claims arising from or related to the Terms.

5. GTE reserves the right to deny CTS's adoption and/or application of the Terms, in whole or in part, at any time:
 - (a) when the costs of providing the Terms to CTS are greater than the costs of providing it to AT&T;
 - (b) if the provision of the Terms to CTS is not technically feasible; and/or
 - (c) to the extent CTS already has an existing interconnection agreement (or existing 252(i) adoption) with GTE 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).
6. The provisions of the Terms that might be interpreted to characterize traffic destined for Internet as local traffic or requiring the payment of reciprocal compensation are not available for adoption. As noted above, pursuant to Rule 809, the FCC gave ILECs the ability to deny 252(i) adoptions in those instances where the cost of providing the service to the requesting carrier is higher than that incurred to serve the initial carrier or there is a technical incompatibility issue. The issue of reciprocal compensation for traffic destined for the Internet falls within this exception. GTE never intended for Internet traffic passing through a telecommunications carrier to be included within the definition of local traffic and subject to the corresponding obligation of reciprocal compensation. Despite the foregoing, some forums have required reciprocal compensation to be paid. This produces the situation where the cost of providing the service is not cost based.
7. Should CTS attempt to apply the Terms in a manner that conflicts with paragraphs 3-6 above, GTE reserves its rights to seek appropriate legal and/or equitable relief.
8. Should GTE attempt to apply the Terms in a manner that conflicts with the Terms, CTS reserves its right to seek appropriate legal and/or equitable relief.

Mr. Harvey Perry
April 20, 2000
Page 4

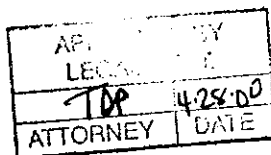
Please sign this letter on the space provided below and return it to the undersigned.

Sincerely,

GTE North Incorporated
Contel of the South, Inc. d/b/a GTE Systems of Michigan

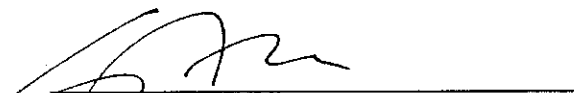


Connie Nicholas
Assistant Vice President
Wholesale Markets-Interconnection



Reviewed and countersigned as to points A, B, and C of paragraph 1(A through C) only:*

CenturyTel Solutions, LLC


(SIGNATURE)

VICE PRESIDENT & ASST. GENERAL COUNSEL
(PRINT OR TYPE NAME)

* CTS does not necessarily agree with GTE's position in their entirety as stated in paragraph 2 through 6 above. CTS also does not agree that anything in paragraphs 2 through 6 above shall amend or control the interpretation of the Terms.

c: R. Ragsdale - GTE