

**Vantage Point**

Customer Focused. Technology Driven.

September 30, 2005

Ms. Pam Bonrud, Executive Director
South Dakota Public Utilities Commission
500 East Capitol Avenue
Pierre, SD 57501

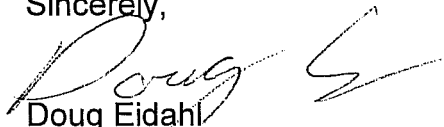
RE: Rural Cellular Corporation (RCC) Adoption of the Reciprocal Interconnection, Transport and Termination Agreement between Santel Communications Cooperative (Santel) and WWC License LLC (WWC)

Dear Ms. Bonrud:

Enclosed please find an original and 10 copies of an Adoption Agreement between Santel and RCC, whereby RCC will adopt the Reciprocal Interconnection, Transport and Termination Agreement between Santel and WWC which was approved by the Commission in Docket TC04-013 by an order dated March 5, 2004. Consistent with the interconnection provisions of the 1996 Telecommunications Act, Santel and RCC ask that the Commission approve this Agreement.

If you have any questions, please contact me at (605) 995-1750

Sincerely,


Doug Eidahl
Vice President of Consulting
Vantage Point Solutions

Cc: Gene Kroell, General Manager - Santel
Philip Schenkenberg, Attorney - RCC

Opt-In Agreement Between
Santel Communications Cooperative and
Rural Cellular Corporation

Rural Cellular Corporation (RCC) has decided to opt into the "Reciprocal Interconnection, Transport and Termination Agreement" (WWC Agreement) between Santel Communications Cooperative, Inc (Santel) and WWC License L.L.C. (WWC), which was approved by the South Dakota Public Utilities Commission, (RCC and Santel referred to herein as the Parties), which opt-in is deemed effective as of October 23, 2004.

The WWC Agreement between Santel and WWC is in effect for three (3) years after January 1, 2003. Thereafter, the WWC Agreement will automatically renew for additional one (1) year terms, unless either Party gives the other Party written notice of intent to terminate at least sixty (60) days prior to the expiration date of the initial or renewed term.

This Agreement covers traffic delivered under OCN 6024 (RCC) and OCN 1676 (Santel).

Furthermore, Santel and RCC by this Agreement seek to define the InterMTA factor that will apply to the CMRS traffic that RCC will terminate to Santel pursuant to the adopted WWC Agreement. Section 7.2.3 of the WCC Agreement provides:

For billing purposes, if either Party is unable to classify on an automated basis the traffic delivered by CMRS as local traffic or interMTA traffic, a Percent InterMTA Use (PIU) factor will be used, which represents the estimated portion of interMTA traffic delivered by CMRS provider.

The initial PIU factor to be applied to total minutes of use delivered by the CMRS Provider shall be 3.0%. This factor shall be adjusted three months after the executed date of this Agreement and every six months thereafter during the term of this Agreement, based on a mutually agreed to traffic study analysis. Each of the Parties to this Agreement is obligated to proceed in good faith toward the development of a method of traffic study that will provide a reasonable measurement of terminated InterMTA traffic.

A Reciprocal Compensation Credit shall be calculated and applied to the billing from Telephone Company to the CMRS Provider to provide compensation for wireline to wireless traffic that the CMRS Provider receives from Telephone Company for termination. The amount of this credit shall be determined by applying the Reciprocal Compensation Credit formula set forth in Appendix A. The Reciprocal Compensation Credit will appear on the monthly or quarterly bill issued by Telephone Company as a credit against amounts due and payable from CMRS Provider to Telephone Company.

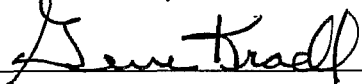
The Parties have agreed that they have no existing direct interconnections between their respective networks. The Parties have further agreed that RCC's CMRS network is located entirely within the Minneapolis MTA and RCC will not terminate any of its own interMTA traffic or InterMTA traffic of other carriers being transported on the RCC network to Santel. Any RCC CMRS traffic roaming outside of the Minneapolis MTA will be terminated to IXC's or other carriers who will be obligated to pay Santel's switched access terminating tariff rates for any such traffic delivered to Santel.

Therefore, the Parties hereby agree that under Section 7.2.3 the interMTA factor applied to RCC's CMRS traffic terminated to Santel shall be zero. Should RCC's operations stated herein change and it starts to terminate any InterMTA traffic, such traffic will be estimated or studies will be conducted to set an appropriate InterMTA factor.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives.

**SANTEL COMMUNICATIONS
COOPERATIVE, INC.**

BY: _____



(Signature)

NAME: _____

GENE KROELL

(Printed)

TITLE: _____

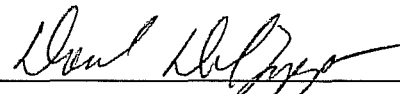
GM

DATE: _____

8-10-05

RURAL CELLULAR CORPORATION

BY: _____



(Signature)

NAME: _____

David J. Del Zoppo

(Printed)

Vice President, Finance and Accounting

TITLE: _____

DATE: _____

8/17/05