

STATE OF SOUTH CAROLINA)

(Caption of Case))

LETTER BETWEEN WINDSTREAM SOUTH CAROLINA, LLC AND SOUTH CAROLINA NET, INC. D/B/A SPIRIT TELECOM ADOPTING TERMS OF INTERCONNECTION AGREEMENT BETWEEN WINDSTREAM SOUTH CAROLINA, LLC AND PBT COMMUNICATIONS, INC. D/B/A PBT COMM, PBT VISION)

BEFORE THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

COVER SHEET

DOCKET NUMBER: _____ - _____ - _____

(Please type or print)

Submitted by: Burnett R. Maybank III

SC Bar Number: 3699

Telephone: 803-771-8900

Fax: 803-253-8277

Address: Nexsen Pruet, LLC 1230 Main Street, Suite 700 Columbia, SC 29201

Other:

Email: bmaybank@nexsenpruet.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

DOCKETING INFORMATION (Check all that apply)

Emergency Relief demanded in petition

Request for item to be placed on Commission's Agenda expeditiously

Other:

Table with 2 columns: INDUSTRY (Check one) and NATURE OF ACTION (Check all that apply). Includes checkboxes for Electric, Gas, Telecommunications, Affidavit, Agreement, Answer, etc.

Print Form

Reset Form

Burnet R. Maybank, III
Member
Admitted in SC

November 4, 2008

VIA ELECTRONIC FILING

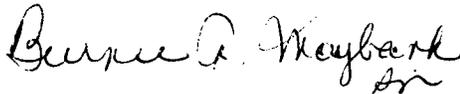
Public Service Commission of South Carolina
Docketing Department
101 Executive Center Drive, Suite 100
Columbia, South Carolina 29210

**Re: Docket Number _____; Letter of Adoption of Terms between
Windstream South Carolina, LLC and South Carolina Net, Inc. d/b/a
Spirit Telecom**

Dear Ladies and Gentlemen:

Enclosed please find a copy of the executed original letter between Windstream South Carolina, LLC ("Windstream") and South Carolina Net, Inc. d/b/a Spirit Telecom ("Spirit") approving adoption of the terms of the Interconnection Agreement ("Agreement") between Windstream and PBT Communications, Inc. d/b/a PBT Comm. PBT Vision ("PBT Comm."), which Agreement (the "Terms") was approved by the Public Service Commission approved June 25, 2008 in Docket 2008-231-C .

Very truly yours,



Burnet R. Maybank, III

Enclosure

cc: Nanette S. Edwards, Esq. (Via E-Mail)

Charleston

Charlotte

Columbia

Greensboro

Greenville

Hilton Head

Myrtle Beach

Raleigh



Scott Terry
Staff Manager – Negotiations

Windstream Communications
4001 Rodney Parham Road
Mailstop: 1170 B1F2-1212A
Little Rock, AR 72212
t: 501.748.5397
f: 501.748-6583
scott.a.terry@windstream.com

September 25, 2008

South Carolina Net, Inc. d/b/a Spirit Telecom
Attn: Mark Stokes
1500 Hampton St. Suite 101
Columbia, SC 29201

RE: Agreement of adoption of an approved interconnection agreement pursuant to 47 U.S.C. 252(i).

Dear Mr. Stokes,

Windstream South Carolina, LLC (“Windstream”) has received your notice stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the “Act”), South Carolina Net, Inc. d/b/a Spirit Telecom (“Spirit”) wishes to adopt the terms of the Interconnection Agreement between Windstream South Carolina, LLC and PBT Communications, Inc. d/b/a PBT Comm, PBT Vision (“PBT Comm.”) that was approved by the South Carolina Public Service Commission as an effective Agreement (the “Terms”) in the state of South Carolina, June 25, 2008 in Docket 2008-231-C. 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. Spirit adopts the Terms of the PBT Comm. agreement for Interconnection with Windstream and in applying the Terms, agrees that Spirit shall be substituted in place of PBT Comm. in the Terms wherever appropriate.
2. Spirit requests that notices to Spirit as may be required under the Terms shall be provided as follows:

Legal Notices:

To: Mr. John Bowen, Jr.
1301 Gervais Street
Columbia, SC 29201

Interconnection Agreement Notices:

To: Mark Stokes
1500 Hampton Street, Suite 101
Columbia, SC 29201-2936
Telephone: 803-726-4003
Fax: 803-771-7436
Email: mark.stokes@spiritlecom.com

Tax Notices:

South Carolina Net, Inc. d/b/a Spirit Telecom
9/25/2008

To: Luci Mackie
1500 Hampton Street, Suite 101
Columbia, SC 29201-2936
Telephone: 803-726-4478
Fax: 803-771-7436
Email: luci.mackie@spiritlecom.com

Network Traffic Management Issues:

To: Spirit Telephone Company LLC - NOC
p: 800-455-1201
f: 573-651-3605

3. Windstream requests that notice to Windstream as may be required under the Terms shall be provided as follows:

Legal Notices:

To: Windstream Communications
Attn: Legal Department
4001 Rodney Parham Road
Mailstop: 1170 B1F3-53A
Little Rock, Arkansas 72212

Interconnection Agreement Notices:

To: Windstream Communications
Attn: Staff Manager – Interconnection Services
4001 Rodney Parham Road
Mailstop: 1170 B1F2-1212A
Little Rock, Arkansas 72212

Tax Notices:

To: Windstream Communications
Attn: Director State and Local Taxes
4001 Rodney Parham Road
Mailstop: 1170 B1F3-70A
Little Rock, AR 72212

Copy to:

Windstream Communications
Attn: Staff Manager – Interconnection Services
4001 Rodney Parham Road
Mailstop: 1170 B1F2-1212A
Little Rock, Arkansas 72212

Network Traffic Management Issues:

To: Windstream - NOC
t: 330-650-7929

Spirit Telecom
t: 803-726-4500
f: 803-760-1140

4. Spirit represents and warrants that it is licensed to provide telecommunications service in Windstream's serving area in the state of South Carolina, and that its adoption of the Terms will be applicable to services in Windstream's serving area in the state of South Carolina only.
5. Spirit's adoption of the PBT Comm. Terms shall become effective upon approval of this Agreement by the South Carolina Public Service Commission and shall terminate simultaneous with the termination of the PBT Comm. Agreement.

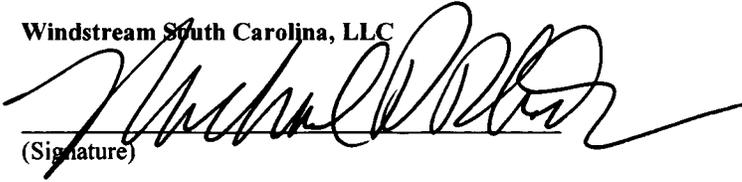
6. As the Terms are being adopted by you pursuant to Section 252(i) of the Act, Windstream does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Windstream of the Terms does not in any way constitute a waiver by Windstream of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Windstream 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 Spirit's 252(i) election. The Parties agree that all traffic, other than Local Traffic, that is terminated on the public switched network, regardless of the technology used to originate such traffic, including but not limited to Voice Over Internet Protocol (VoIP), will be assessed terminating charges at the appropriate jurisdictional rates, per the appropriate tariff or agreement governing such traffic. The Parties agree that until the FCC enters a final, binding, and non-appealable order ("Final Order") determining the appropriate compensation mechanism for VoIP traffic, the Parties shall exchange traffic and compensate each other in accordance with this Section. At such time as the Final Order becomes applicable, the Parties agree to amend this Agreement to conform with the findings of the Final Order. The Parties further agree that the Terms being adopted contain terminated Directory provisions and as such, Spirit acknowledges it will not utilize this service.
7. The Terms shall be subject to any and all applicable laws, rules, or regulations or changes therein 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. If within sixty (60) days of the effective date of such change, the Parties are unable to agree in writing upon mutually acceptable revisions to this agreement, either Party may pursue any remedies available to it at law, in equity or otherwise, including, but not limited to, instituting an appropriate proceeding before the Commission, the FCC, or a court of competent jurisdiction.
8. Spirit agrees that Spirit's adoption of the PBT Comm. Agreement shall supercede and replace in full any and all prior agreements, written, and oral, between Spirit and Windstream.
9. Windstream reserves the right to request, at its discretion, a security deposit equal to three months estimated billing.
10. Windstream reserves the right to deny Spirit'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 Spirit are greater than the costs of providing it to PBT Comm.;
 - (B) if the provision of the Terms to Spirit is not technically feasible; and/or to the extent Spirit already has an existing Interconnection Agreement (or existing 252(i) adoption) with Windstream 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);
11. Should Spirit attempt to apply the Terms in a manner that conflicts with the provisions set forth herein, Windstream reserves its rights to seek appropriate legal and/or equitable relief.
12. The Parties acknowledge that Windstream is entitled to assert that it is a less than 2% carrier (as defined in 47 U.S.C. 153 and as provided by 47 U.S.C. 251(f)). By entering into this Agreement, Windstream is not waiving its right to maintain at any point during the term of this Agreement that it is a less than 2% carrier entitling it to exemption or suspension or modification under 47 U.S.C. 251(f).

Please indicate your agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

South Carolina Net, Inc. d/b/a Spirit Telecom
9/25/2008

Sincerely,

Windstream South Carolina, LLC



(Signature)

Michael D. Rhoda
(Print Name)

SVP – Government Affairs
(Print Title)

10/9/08
(Date)

Reviewed and countersigned:

South Carolina Net, Inc. d/b/a Spirit Telecom



(Signature)

Terry Metze
(Print Name)

Executive Vice President, Business Development and Strategy
(Print Title)

Oct 2, 2009
(Date)