

Jennifer Ross
Director - Interconnection
Global Wholesale



Global Wholesale
ONE VERIZON WAY
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Basking Ridge, NJ 07920

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May 13, 2010

Danny Bottoms
CEO

Talk America, Inc. d/b/a Cavalier Telephone also d/b/a Cavalier Business Communications
2134 W. Laburnum Avenue
Richmond, VA 23227

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Bottoms:

Verizon North Inc. ("Verizon"), a Wisconsin corporation, with principal place of business at 8001 West Jefferson Boulevard, Ft. Wayne, IN 46804, has received correspondence stating that Talk America, Inc. d/b/a Cavalier Telephone also d/b/a Cavalier Business Communications ("Talk"), a Pennsylvania corporation, with principal place of business at 2134 W. Laburnum Ave., Richmond, Virginia 23227 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Cincinnati Bell Extended Territories LLC ("CBET") and Verizon that was approved by the Public Utilities Commission of Ohio (the "Commission") as an effective agreement in the State of Ohio, as such agreement exists on the date hereof (including, without limitation, Amendment 1 and Amendment 2 thereto) after giving effect to operation of law (the "Terms"). I understand Talk has a copy of the Terms. Please note the following with respect to Talk's adoption of the Terms.

1. By Talk's countersignature on this letter, Talk hereby represents and agrees to the following seven points:
 - A. Talk adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that Talk shall be substituted in place of Cincinnati Bell Extended Territories LLC and CBET in the Terms wherever appropriate.
 - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer

applies to Verizon under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

- C. Notice to Talk and Verizon as may be required or permitted under the Terms shall be provided as follows:

To Talk America, Inc. d/b/a Cavalier Telephone also d/b/a Cavalier Business Communications:

Attention: Francie McComb
695 Thomas Drive
Warminster, PA 18974
Telephone Number: (267) 803-4349, Ext.: none
Facsimile Number: Not Provided
Internet Address: femccomb@cavtel.com

To Verizon:

Director-Negotiations
Verizon Global Wholesale
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Global Wholesale
1320 N. Court House Road
9th Floor
Arlington, VA 22201
Facsimile: (703) 351-3656

- D. Talk represents and warrants that it is a certified provider of local telecommunications service in the State of Ohio, and that its adoption of the Terms will cover services in the State of Ohio only.
- E. In the event an interconnection agreement between Verizon and Talk is currently in effect in the State of Ohio (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- F. Verizon's standard pricing schedule for interconnection agreements in the State of Ohio (as such schedule may be amended from time to time) (attached as

Appendix A hereto) shall apply to Talk's adoption of the Terms; provided, however, that if the Terms memorialize acceptance of Verizon's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix A. Talk should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

- G. Talk's adoption of the Terms shall become effective on May 13, 2010. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by Talk as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern Talk's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on January 17, 2012.
- 2. As the Terms are being adopted by Talk pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon 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 the Terms as a result of Talk's adoption of the Terms.
 - 3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.
 - 4. Verizon reserves the right to deny Talk's application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to Talk are greater than the costs of providing them to CBET;
 - B. if the provision of the Terms to Talk is not technically feasible; and/or
 - C. to the extent that Verizon otherwise is not required to make the Terms available to Talk under applicable law.
 - 5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be

paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("*FCC Internet Orders*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Orders*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Orders*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Orders* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴

6. Should Talk attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.
7. In the event that a voluntary or involuntary petition has been or is in the future filed against Talk under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and Talk's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of Talk resulting from Talk's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the FCC Internet Order can be viewed at http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec_01-05_21,00.html.

³ See, e.g., 47 C.F.R. Section 51.809(c).


⁴ *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of Talk to sign this letter in the space provided below and return it to Verizon.

Sincerely,

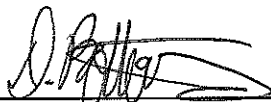
VERIZON NORTH INC.



Jennifer Ross
Director-Interconnection

Reviewed and countersigned as to Paragraph 1:

TALK AMERICA, INC. D/B/A CAVALIER TELEPHONE ALSO D/B/A CAVALIER BUSINESS
COMMUNICATIONS



Danny Bottoms
CEO

Attachment

APPENDIX A ^{1 2}

(OHIO)
v1.12

I. Rates and Charges for Transport and Termination of Traffic³

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **\$0.0040000 ♦ per minute of use.**

Reciprocal Compensation Traffic Tandem Rate: **\$0.0056723 ♦ per minute of use.**

B. The Tandem Transit Traffic Service Charge is **\$0.0016013 ♦ per minute of use.**

C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**

D. Exchange Access Service: **Per Verizon interstate and/or Verizon intrastate access tariff**

¹ This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Talk shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff and/or other applicable non-UNE rates may apply equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

² Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Order dated December 24, 1996, in Docket No. 96-832-TP-ARB. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in the Interconnection Attachment of this Agreement. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the Reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order in Docket No. 96-832-TP-ARB, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under the General Terms and Conditions.

³ All rates and charges specified herein are pertaining to the Interconnection Attachment.

II. Services Available for Resale

The avoided cost discount for all Resale services when Verizon provides Operator Services/Directory Assistance (OS/DA) is 12.16%. The avoided cost discount for all Resale services when Verizon does not provide OS/DA is 16.41%.

Non-Recurring Charges (NRCs) for Resale Services

Pre-ordering	
CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69
Ordering and Provisioning	
Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

Product Specific:

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:	
Engineered	\$ 35.48
Non-Engineered	\$ 12.59
Coordinated Conversions:	
ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59
Hot Coordinated Conversion First Hour:	
ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34
Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37

Application of NRCs

Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that Talk orders any service from this Agreement.

Customer Record Search applies when Talk requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to Talk. Complex Services are services that require a data gathering form or have special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to Talk. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter Talk's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if Talk requests service prior to the standard due date intervals.

Coordinated Conversion applies if Talk requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Talk requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

III. Prices for Unbundled Network Elements⁴

Monthly Recurring Charges

Local Loop

2 Wire Analog Loop (inclusive of NID)	\$	15.73 ♦
4 Wire Analog Loop (inclusive of NID)	\$	48.00
2 Wire Digital Loop (inclusive of NID)	\$	15.73 ♦
4 Wire Digital Loop (inclusive of NID)	\$	48.00
DS-1 Loop	\$	160.31
DS-3 Loop	\$	797.86

Supplemental Features:

ISDN-BRI Line Loop Extender	\$	4.81
DS1 Clear Channel Capability	\$	24.00

Sub-Loop

2-Wire Distribution	\$	27.26
4-Wire Distribution	\$	49.44
2-Wire Drop	\$	4.18
4-Wire Drop	\$	4.45
Inside Wire		BFR

Network Interface Device (leased separately)

Basic NID:	\$	1.01
Complex (12 x) NID	\$	1.89

⁴ For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and Talk shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

Dedicated Transport Facilities

Interoffice Dedicated Transport		
IDT DS0 Transport Facility AVG	\$	0.15
IDT DS0 Transport Termination	\$	11.56
IDT DS1 Transport Facility AVG	\$	0.99 ♦
IDT DS1 Transport Termination	\$	29.52 ♦
IDT DS3 Transport Facility AVG	\$	24.92
IDT DS3 Transport Termination	\$	167.78
Multiplexing (Dedicated Transport)		
DS1 to Voice Multiplexing	\$	189.99 ♦
DS3 to DS1 Multiplexing	\$	287.53 ♦
DS1 Clear Channel Capability	\$	24.00

Unbundled Dark Fiber

Unbundled Dark Fiber Loops/ Dark Fiber Loop	\$	67.13
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT –Facility	\$	24.80
Dark Fiber IDT –Termination	\$	6.34
Intermediate Office Cross Connect		TBD

EEL Pricing

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, Multiplexing, & Clear Channel Capability).

Line Splitting (also referred to as “Loop Sharing”)^{5 6}

A. Unbundled Local Loops

As Applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge* (per loop), Service Connection-Other Charge* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges

B. Other Charges

i. **Regrade** \$8.09 NRC

ii. ***Service Connection**

***Service Connection/Other**

A second Service Connection NRC and Service Connection/Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

iii. **Disconnect**

A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.

iv. **Line and Station Transfers /Pair Swaps**

A LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

C. Collocation Rates

Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As Applicable per this Appendix A.

⁵ Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

⁶ This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop)		
Initial Service Order, per order	\$	25.19
Transfer of Service Charge, per order	\$	6.83
Subsequent Service Order, per order		TBD
Installation		
Unbundled Loop, per loop	\$	25.02
Loop Facility Charge, per order (See Note 1)	\$	68.30
Customer Service Record Search	\$	4.21

CUSTOM HANDLING

Coordinated Conversions:

ISO	\$	17.76
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.09

Hot Coordinated Conversions First Hour:

ISO	\$	23.91
Central Office Connection	\$	37.72
Outside Facility Connection	\$	32.36

Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$	4.88
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.37

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Add'l Unit
UNBUNDLED NID				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
UNBUNDLED SUB-LOOP				
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
UNBUNDLED DARK FIBER				
Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Dark Fiber Record Review (with reservation)	TBD			
Intermediate Office Cross Connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS) - Loop portion (In addition, IDT (Interoffice Dedicated Transport) charges apply if applicable to the EEL arrangement)				
Advanced - Basic (2-wire and 4-wire) - Initial	\$ 88.39	\$ 56.13	\$ 25.02	N/A
Advanced - Basic (2-wire and 4-wire) – Subsequent	\$ 38.02	\$ 21.89	\$ 25.02	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$ 25.02	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 25.02	N/A
DS3 to DS1 Multiplexer	N/A	N/A	\$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	\$800.00	N/A
Change Over Charge - (Conversion from Special Access to EELs or Transport)				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$ 99.77	\$ 41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is) Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A

LOOP CONDITIONING⁷**(No charge for loops 12,000 feet or less)**

Loop Conditioning – Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	N/A
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

LINE AND STATION TRANSFER⁸**N/A****N/A****\$147.75****N/A****INTEROFFICE DEDICATED TRANSPORT(IDT) (Also applies to IDT portion of an EEL arrangement)**

Advanced - Basic (2-wire and 4-wire) – Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced - Basic (2-wire and 4-wire) – Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex (DS1 and above) – Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced - Complex (DS1 and above) – Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

⁷ These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

⁸ A Line and Station Transfer (LST) Charge applies when Verizon arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.

EXPEDITES

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

OTHER

Customer Record Search (per account)	\$ 4.21	N/A	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A
Design Change Charge - EELs and Transport	\$ 27.00	\$ 27.00	N/A	N/A

ROUTINE NETWORK MODIFICATIONS⁹

ENGINEERING QUERY ¹⁰	N/A	N/A	\$ 183.99	N/A
ENGINEERING WORK ORDER ¹¹	N/A	N/A	\$ 94.90	N/A
EXPEDITE ENGINEERING QUERY ^{10 12}	N/A	N/A	\$ 41.67	N/A
EXPEDITE ENGINEERING WORK ORDER ^{11, 12}	N/A	N/A	\$ 27.94	N/A
CLEAR DEFECTIVE PAIR	N/A	N/A	\$ 272.35	N/A
REASSIGNMENT OF NON-WORKING CABLE PAIR	N/A	N/A	\$ 272.35	N/A
BINDER GROUP REARRANGEMENT	N/A	N/A	\$ 529.77	N/A
REPEATER - INSTALLATION	N/A	N/A	\$1,597.10	N/A
APPARATUS CASE – INSTALLATION	N/A	N/A	\$2,992.81	N/A
RANGE EXTENDERS - DS-0 Installation	N/A	N/A	\$ 809.72	N/A
RANGE EXTENDERS - DS-1 Installation	N/A	N/A	\$ 809.72	N/A
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	N/A	N/A	\$ 170.30	N/A
SERVING TERMINAL - INSTALLATION / UPGRADE	N/A	N/A	Time and Material	N/A
ACTIVATE DEAD COPPER PAIR	N/A	N/A	\$ 199.90	N/A
MULTIPLEXER - 1/0 - INSTALLATION	N/A	N/A	\$12,211.41	N/A
MULTIPLEXER - 1/0 - RECONFIGURATION	N/A	N/A	\$ 170.30	N/A
MULTIPLEXER - 3/1 - INSTALLATION	N/A	N/A	\$26,981.19	N/A
MULTIPLEXER - 3/1 - RECONFIGURATION	N/A	N/A	\$ 382.34	N/A
MULTIPLEXER – OTHER - INSTALLATION	N/A	N/A	Time and Material	N/A
MOVE DROP	N/A	N/A	\$ 109.28	N/A
CROSS-CONNECTION - EXISTING FIBER FACILITY	N/A	N/A	\$ 346.93	N/A
LINE CARD - INSTALLATION	N/A	N/A	\$ 314.63	N/A
COPPER REARRANGEMENT	N/A	N/A	\$ 482.90	N/A
CENTRAL OFFICE TERMINAL - INSTALLATION	N/A	N/A	\$35,307.87	N/A

⁹ This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

¹⁰ Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

¹¹ Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

¹² Expedite Charges apply in addition to other listed rates.

IDLC ONLY CONDITION	N/A	N/A	\$36,847.28	N/A
ROUTINE NETWORK MODIFICATIONS				
OTHER REQUIRED MODIFICATIONS	N/A	N/A	Time and Material	N/A
OTHER				
Commingled Arrangements – per circuit NRC	N/A	N/A	\$ 50.00	N/A
Conversion - Service Order	N/A	N/A	\$ 19.33	N/A
Conversion - Installation per circuit	N/A	N/A	\$ 7.27	N/A
Circuit Retag - per circuit	N/A	N/A	\$ 59.43	N/A
DARK FIBER				
Dark Fiber Routine Network Modifications	N/A	N/A	Time and Material	N/A

Application of NRCs

Preordering:

CLEC Account Establishment is a one-time charge applied the first time that Talk orders any service from this Agreement.

Customer Record Search applies when Talk requests a summary of the services currently subscribed to by the end-user.

Ordering and Provisioning:

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

Examples of services and their Ordering/Provisioning category that applies:

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution and Loop Conditioning.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber and EELs.

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs: The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, Multiplexing and Clear Channel Capability.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if Talk requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if Talk requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if Talk requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

IV. Rates and Charges for 911

See State Access Tariff.

V. Collocation Rates

See OH Local Network Access Services Tariff, PUCO #8.

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Case No(s). 10-0803-TP-NAG

Summary: Agreement In the Matter of the Application of Verizon North Inc. for the Approval of a Negotiated Agreement with Talk America, Inc. d/b/a Cavalier Telephone also d/b/a Cavalier Business Communications under Section 252 of the Telecommunications Act of 1996.
electronically filed by Mr. Todd Colquitt on behalf of Verizon North Inc. and Talk America, Inc.