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August 4, 2008
Via Overnight E-Filing DIS

Renée Jenkins, Secretary of Commission
Public Utilities Commission of Ohio
180 East Broad Street
Columbus, Ohio 43266-0573

**RE: Amended Initial Carrier-to-Carrier Tariff for Cavalier Networks, LLC
PUCO Tariff No. 2 - 90-9115-TP-TRF / Case No. 08-871-TP-ATA**

Dear Ms. Jenkins:

Enclosed for filing please find the *amended* pages to the initial Carrier-to-Carrier Tariff submitted on behalf of Cavalier Networks, LLC. These amended tariff pages incorporate changes requested by Staff. The Company respectfully requests this tariff revision to become effective on thirty days' notice - August 8, 2008.

The following tariff pages are included with this filing:

Original Page 1	Original Page 14
Original Page 6	Original Page 16
Original Page 7	Original Page 19
Original Page 8	Original Page 20
Original Page 11	Original Page 20.1
Original Page 11.1	Original Page 22
Original Page 13	Original Page 23

Questions regarding this filing may be directed to my attention at (407) 740-3031 or via e-mail at sthomas@tminc.com. Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for this purpose. Thank you for your assistance.

Sincerely,

Sharon Thomas
Consultant to Cavalier Networks, LLC

ST/im.

Enclosures

cc: Office of Ohio Utilities Consumer Counsel
Ohio District Manager, AT&T Corporate Center (*Cover Letter Only*)
M. Ring, Cavalier
File: Cavalier – OH Local
TMS: OHL0802A

CARRIER-TO-CARRIER SERVICES

CHECK SHEET

The Page and pages listed below are inclusive and effective as of the date shown. Original and revised pages as named below contain all changes from the original tariff that are in effect on the date shown on each page.

<u>Sheet No.</u>	<u>Level</u>		<u>Sheet No.</u>	<u>Level</u>
1	Original	*		
2	Original	*		
3	Original	*		
4	Original	*		
5	Original	*		
6	Original	*		
7	Original	*		
8	Original	*		
9	Original	*		
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11.1	Original	*		
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13	Original	*		
14	Original	*		
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16	Original	*		
17	Original	*		
18	Original	*		
19	Original	*		
20	Original	*		
20.1	Original	*		
21	Original	*		
22	Original	*		
23	Original	*		

** Indicates Tariff Pages Included with this Filing.*

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By:

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 Richmond, Virginia 23227

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CARRIER-TO-CARRIER SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's location to a Company switching center or point of presence.

Account Codes - Optional, Customer-defined digits that allow the Customer to identify the individual user, department or client associated with a call. Account Codes appear on the Customer bill.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the Company's service.

Business - A class of service provided to individuals engaged in business, firms, partnerships, corporations, agencies, shops, works, tenants of office buildings, and individuals practicing a profession or operating a business who have no offices other than their residences and where the use of the service is primarily or substantially of a business, professional or occupational nature.

Cavalier - Used throughout this tariff to mean Cavalier Networks, LLC, unless clearly indicated otherwise by the text.

Class of Service - A description of telephone service furnished a Customer.

Commission - Public Utilities Commission of Ohio.

Company or Carrier - Cavalier Networks, LLC, unless otherwise clearly indicated by the context.

Customer - The telecommunications carrier which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Equal Access - The ability of a long distance carrier to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Exchange - A central office or group of central offices, together with the Customer's stations and lines connected thereto, forming a local system which furnishes means of telephonic intercommunication without toll charges between Customers within a specified area, usually a single city, town or village.

Extended Area Service - A type of service where Customers of a given exchange may complete calls to and, where provided by the tariff, receive messages from one or more exchanges without the application of long distance message telecommunications charges.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (Cont'd.)

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

LEC - Local Exchange Company

Off-Net - Customers or locations where the Company provides local service using SBC switching facilities via UNE-P or resale.

On-Net - Customers or locations within the Company's collocation footprint where the Company provides local service using its own switching facilities or switching facilities leased from a third-party other than AT&T (fka SBC).

Premises - A building or buildings on contiguous property.

P.U.C.O. - Public Utilities Commission of Ohio.

Special Construction - Service configurations specifically designed and constructed at a Customer's request.

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CARRIER-TO-CARRIER SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company**

- 2.1.1 The Company undertakes to furnish communications service pursuant to the terms of this tariff in connection with one-way and/or two-way information transmission originating from points within the State of Ohio and terminating to points within the State of Ohio.
- 2.1.2 The Company installs, operates, and maintains the communications services provided herein in accordance with the terms and conditions set forth under this tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company network. The Customer shall be responsible for all charges due for such service arrangement.
- 2.1.3 When services and facilities provided by the Company are used to obtain access to the regulated or unregulated services provided by another Company, or are used by another Company as a part of the regulated or unregulated services offered by that Company, the regulations of the Company apply only to the use of the Company's services and facilities.
- 2.1.4 The Company may offer various unregulated services in conjunction with or ancillary to its regulated services.
- 2.1.5 The Company may serve Customers in the State of Ohio through the use of its own facilities or through the resale of services of other telecommunications service providers.
- 2.1.6 The provision of services defined herein is subject to regulations specified in this tariff and may be revised, added to, or supplemented by superseding issues.

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CARRIER-TO-CARRIER SERVICES

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.3 Liabilities of Company, (Cont'd.)**

- 2.3.7 The liability of the Company for service irregularities shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the service for the period during which the service irregularity exists. Service irregularities are defined as mistakes, omissions, interruptions, delays, errors, or defects in transmission, or failure of or defects in the service and/or facilities furnished by the Company which occur in the course of furnishing service or facilities and are not caused by the negligence of the Customer or the negligence of the Company in failing to maintain proper standards of maintenance or operation, or to exercise reasonable supervision.
- 2.3.8 The Company shall not be liable for any failure of performance due to causes beyond its control, including, without being limited to, acts of God, fires, floods or other catastrophes, national emergencies, insurrections, riots or wars, strikes, lockouts, work stoppage or other labor difficulties, acts or omissions of other carriers, and any law, order, regulation or other action of any governing authority or agency thereof.
- 2.3.9 The Company shall be indemnified and held harmless by the Customer against the following:
- A. Claims for slander, libel or infringement of copyright arising out of the materials, data, information or other content transmitted over the Company's facilities.
 - B. All other claims arising out of any act or omission of the Customer in connection with any service or facility provided by the Company.
- 2.3.10 Approval of the limitation of liability language by the PUCO does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld in a court of law. Approval by the Commission merely recognizes that since it is a court's responsibility to adjudicate negligence and consequent damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause.

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CARRIER-TO-CARRIER SERVICES

SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.4 RESERVED FOR FUTURE USE.****2.5 Terminal Equipment**

The Company's service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a telephone set, key system or private branch exchange (PBX). Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with the generally accepted minimum protective criteria standards of the telecommunications industry as endorsed by the Federal Communications Commission.

2.6 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service agreement does not alter rates specified in this tariff.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.7 Payment for Service, (Cont'd.)

2.7.10 Billing and Collection of Charges, (Cont'd.)

- C. The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Public Utilities Commission of Ohio in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Public Utilities Commission of Ohio
180 East Broad Street, Tenth Floor
Columbus, Ohio 43215-3793

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)

2.8 Deposits

The amount and terms of any deposits required by the Company for the carrier-to-carrier services provided pursuant to this tariff will be set forth in the customer-specific contract.

2.9 Cancellation by Customer

No charge applies when the applicant cancels an application for service prior to the start of installation or special construction. When an applicant cancels an application for service after the start of installation or special construction, the applicant may be required to pay a cancellation fee, pursuant to the terms of their contract with the Company.

Pursuant to Section 4905.16 of the Ohio Revised Code, when and as required by the Commission, the Company will file such contracts with the Commission.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.11 Refusal or Discontinuance by Company, (Cont'd.)**

2.11.8 In the event of unauthorized or fraudulent use of service. The Company may terminate service if it has evidence that such Customer has obtained unauthorized service by illegal use or theft. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.11.9 For failure of the Customer to make proper application for service. A Customer who has complied with Commission regulations shall not be denied service for failure to comply with the Company's rules which have not been made effective in the manner prescribed by the Commission.

2.11.10 For Customer's breach of the contract for service between the Company and the Customer.

2.11.11 When necessary for the Company to comply with any order or request of any governmental authority having jurisdiction.

2.11.12 The Company reserves the right to discontinue furnishing service or to limit the use of service when necessary due to conditions beyond its control or when the Customer is using service in violation of the law or provisions of this tariff.

2.11.13 The Company, with written notification giving reason, may either suspend service or terminate the Customer's service without suspension or following a suspension of service, disconnect the service and remove any of its equipment from the Customer's premises upon:

- A. Impersonation of another with fraudulent intent.
- B. Nonpayment of any sum due the Company, as set forth in 2.11.14, 2.11.15, and 2.11.16 below.
- C. Abuse or fraudulent use of service.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.17 Special Construction And Special Arrangements, (Cont'd.)**

2.17.2 Basis for Charges - Where the Company furnishes a facility on special construction basis, or any service for which a rate or charge is not specified in this tariff, charges will be based on the costs incurred by the Company and may include the following: (i) non-recurring type charges, (ii) recurring type charges, (iii) termination liabilities or (iv) combinations thereof. The agreement for special construction will ordinarily include a minimum service commitment based upon the estimated service of the facilities provided.

2.17.3 Basis for Cost Computation - The costs referred to in Section 2.17.2 preceding may include one or more of the following items to the extent they are applicable:

- A. Nonrecurring charges will be developed based upon the installed cost of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Costs include: (i) equipment and materials provided or used, (ii) engineering, labor and supervision, (iii) transportation, (iv) rights of way and (v) any other item chargeable to the capital account.
- B. Monthly Recurring charges will be based upon the following costs: (i) cost of maintenance, (ii) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage, (iii) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items, (iv) any other identifiable costs related to the facilities provided and (v) an amount for return and contingencies.

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.17 Special Construction And Special Arrangements, (Cont'd.)**

2.17.4 Termination Liability - To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer. The Customer will be notified of the termination liability provisions prior to installation.

- A. The maximum termination liability is equal to the total cost of the special facility as determined under Section 2.17.3, preceding, adjusted to reflect the predetermined estimated net salvage, including any reuse of the facilities provided.
- B. The maximum termination liability as determined in paragraph a) shall be divided by the original term of service contracted for by the Customer (rounded up to the next whole number of months) to determine the monthly liability. The Customer's termination liability shall be equal to this monthly amount multiplied by the remaining unexpired term of service (rounded up to the next whole number of months), discounted to present value at six (6) percent, plus applicable taxes.

Inclusion of early termination liability by the Company in its tariff or contract does not constitute a determination by the Public Utilities Commission of Ohio (PUCO) that the termination liability imposed by the Company is approved or sanctioned by the PUCO. Customers shall be free to pursue whatever legal remedies they may have, should a dispute arise.

2.17.5 Maintenance Charge - A maintenance charge shall apply when a user requests the dispatch of the Company's personnel for the purpose of performing maintenance activity on the Company's facilities and the trouble condition is found to result from equipment, facilities, or systems not provided by the Company.

2.18 RESERVED FOR FUTURE USE

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SECTION 2 - RULES AND REGULATIONS, (Cont'd.)**2.19 Resale and Sharing**

SECTION 2.19 IS AVAILABLE ONLY TO CARRIERS WHICH ARE CERTIFIED BY THE
PUBLIC UTILITY COMMISSION OF OHIO TO PROVIDE INTRASTATE
TELECOMMUNICATION SERVICES

There are no prohibitions or limitations on the resale of services. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Public Utilities Commission of Ohio regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

Services offered by the Company are available only under contract. Pursuant to Section 4905.16 of the Ohio Revised Code, when and as required by the Commission, the Company will file such contracts with the Commission.

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SECTION 4 - WHOLESALE SERVICE OFFERINGS

4.1 Dark Fiber

The Company provides dark fiber transport facilities to other telecommunications carriers pursuant to Individual Case Basis Arrangements described in Section 5.1. Pursuant to Section 4905.16 of the Ohio Revised Code, when and as required by the Commission, contracts executed under these arrangements will be filed with the Commission.

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SECTION 5 – INDIVIDUAL CASE BASIS ARRANGEMENTS**5.1 Individual Case Basis Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Pursuant to Section 4905.16 of the Ohio Revised Code, when and as required by the Commission, contracts executed under these arrangements will be filed with the Commission.

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electronically filed by Ms. Iris D. Mennens on behalf of Cavalier Networks, LLC