



**ORIGINAL**  
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 COMMISSION  
 CLERK

May 11, 2007

Mrs. Ann Cole  
 Director, Division of The Commission Clerk and Administrative Services  
 Florida Public Service Commission  
 2540 Shumard Oak Boulevard  
 Tallahassee, Florida 32399

Re: Notice of the Adoption of Interconnection, unbundling, resale and collocation agreement with modifications between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and MCImetro Access Transmission Services, LLC by Talk America Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications.

070311-TP

Dear Mrs. Cole:

BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast hereby provides notice to the Florida Public Service Commission of the adoption by Talk America Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications of the Interconnection, Unbundling, Resale, and Collocation Agreement with modifications for the State of Florida entered into between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and MCImetro Access Transmission Services, LLC, which was filed with this Commission on November 2, 2006 in Docket No. 060718-TP.

Talk America Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications is adopting the agreement and all amendments (if applicable), with modifications as provided by Section 252(i) of the Telecommunications Act of 1996.

Enclosed are the original and two (2) copies of the contract between BellSouth Telecommunications, Inc d/b/a AT&T Florida d/b/a AT&T Southeast and Talk America Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications, for your records.

If you have any questions please do not hesitate to contact Robyn Holland at (850) 577-5551.

Very truly yours,

*Jerry D. Hendrix*  
 Regulatory Vice President

DOCUMENT NUMBER-DATE

03972 MAY 11 08

FPSC-COMMISSION CLERK

# **BELLSOUTH® / CLEC Agreement**

***Customer Name: Talk America***

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**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**Network Telephone Corporation  
d/b/a Cavalier Telephone  
d/b/a Cavalier Business Communications**

**The Other Phone Company, Inc.  
d/b/a Cavalier Telephone  
d/b/a Cavalier Business Communications**

**Talk America Inc.  
d/b/a Cavalier Telephone  
d/b/a Cavalier Business Communications**

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties ("Effective Date"), is entered into by and between Network Telephone corporation d/b/a Cavalier Telephone d/b/a Cavalier Business Communications, a Florida corporation; The Other Phone Company, Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications, a Florida corporation; and Talk America Inc. d/b/a Cavalier Telephone d/b/a Cavalier Business Communications, a Pennsylvania corporation; (collectively referred to as "Talk America") on behalf of itself, and BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection agreement filed and approved pursuant to 47 U.S.C. § 252; and

**WHEREAS**, Talk America has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and MCImetro Access Transmission Services, L.L.C. dated November 5, 2006 for the state of Florida ("MCI Florida Interconnection Agreement").

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, Talk America and BellSouth hereby agree as follows:

1. Talk America and BellSouth shall adopt in its entirety the MCI Florida Interconnection Agreement dated November 5, 2006 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The MCI Florida Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	6
Exhibit 1 – MCI Florida Interconnection Agreement	497
Total	503

2. In the event that Talk America consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Talk America under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2, General Terms and Conditions of the MCI Florida Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the MCI Florida Interconnection Agreement, the effective date shall be thirty (30) days following the date of the last signature.

4. Every notice, consent or approval of a legal nature, required or permitted by this Agreement shall be in writing and shall be delivered either by hand, by overnight courier or by US mail postage prepaid, or email if an email address is listed below, addressed to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 8<sup>th</sup> floor  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**Talk America**

Contracts Administrator  
Talk America Inc. d/b/a Cavalier Telephone  
2134 West Laburnum Avenue  
Richmond, Virginia 23227-4342

And

General Counsel  
Talk America Inc. d/b/a Cavalier Telephone  
1319 Ingleside Road  
Norfolk, Virginia 23502-1914

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

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

BellSouth Telecommunications, Inc.

Network Telephone Corporation  
d/b/a Cavalier Telephone  
d/b/a Cavalier Business  
Communications

The Other Phone Company, Inc.  
d/b/a Cavalier Telephone  
d/b/a Cavalier Business  
Communications

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

By: *Kristen E. Shore*

By: *Martin W. Clift, Jr.*

Name: Kristen E. Shore

Name: Martin W. Clift, Jr.

Title: Director

Title: Executive Vice President-Regulatory Affairs

Date: *4/26/07*

Date: *April 17, 2007*

**EXHIBIT 1**