CROCKER & CROCKER, P.C.

ATTORNEYS AT LAW
THE KALAMAZOO BUILDING
107 W. MICHIGAN AVENUE, 4TH FLOOR
KALAMAZOO, MICHIGAN 49007
TELEPHONE (269) 381-8893
FACSIMILE (269) 381-4855

PATRICK D. CROCKER

patrick@crockerlawfirm.com

August 12, 2008

Attention: Docketing Division

Public Utilities Commission of Ohio

180 East Broad Street

Columbus, OH 43215-3793

Re:

Peerless Network of Ohio, LLC

Case No. 08-0891-TP-ACE

Dear Sir or Madam:

In accordance with Staff Member, Ambrosia Logsdon's request, attached please find the above captioned company's revised carrier-to-carrier tariff pages 14, 32 and 38-39.

e-FILED VIA DIS SYSTEM

ery truly yours,

CKOCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/tld

SECTION 2 - RULES AND REGULATIONS (continued)

2.1 **Undertaking of Company (continued)**

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer with forty-eight (48) hours notification consistent with the relevant rules of the Commission of service-affecting activities within its control that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable, notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 **Provisions of Equipment and Facilities**

- A. The Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this rate sheet. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- В. The Company shall use reasonable efforts to maintain facilities and equipment that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities or equipment installed by the Company, except upon the written consent of the Company.
- C. The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- D. Equipment the Company provides or installs at the Customer Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- E. The Customer shall be responsible for the payment of service charges imposed on the Company by another entity, for visits to the Customer Premises when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

Issued: August 12, 2008 Effective: August 16, 2008

> Issued under authority of the Public Utilities Commission of Ohio. Dated in Case No. 08-0891-TP-ACE

Daniel Meldazis, Director Regulatory Affairs Issued by:

PEERLESS NETWORK OF OHIO, LLC 225 W. Washington, Suite 1285

SECTION 3 - ORDERING OPTIONS FOR ACCESS SERVICE (continued)

3.2 Miscellaneous Charges (continued)

3.2 Miscellaneous Charges

Non-recurring Charges³

Customer Requested Due Date Change 1, 2

Customer Requested Expedite^{1, 2}

Cancellation (after 3 business days from order placement)²

Design Change, DS0/DS1²

Design Change, DS3 and higher²

Administrative Processing²

- 1 Company Due Date Change Policy - No due date change accepted at or after four (4) days prior to the current due date. If a Customer request is received during that time period, the supplemental charge will apply and, in addition, the billing will start on the current due date without exception.
- 2 For services involving facilities leased from other telecommunications providers, Supplementary Charges will be priced on an Individual Case Basis, and will be based upon a pass-through of all charges assessed by other providers, and the Company's administrative costs. All contracts will be filed with the Commission for approval, pursuant to O.A.C. 4905.16.
- The Company will mirror the ILEC's Rates as follows: 3

AT&T Ohio

P.U.C.O. Tariff No. 20, Part 21, Section 1, Sheet 1

Cincinnati Bell

P.U.C.O. Tariff No. 2, Page 8

United Telephone d/b/a Embarg P.U.C.O. Tariff No. 1, Sheet 1

Verizon North

P.U.C.O. Tariff No. 2. Sheet 1

Issued: August 12, 2008

Effective: August 16, 2008

Issued under authority of the Public Utilities Commission of Ohio.

Dated _____ in Case No. 08-0891-TP-ACE

Issued by:

Daniel Meldazis, Director Regulatory Affairs

PEERLESS NETWORK OF OHIO, LLC

225 W. Washington, Suite 1285

5.4 Rates and Charges¹

5.4.1 Local Switching

The Local Switching rate element provides for local end office switching.

Originating, per minute

Terminating, per minute

5.4.2 Toll-Free 8XX Data Base Query

The Toll-Free 8XX Data Base Query Service is an originating service that forwards your end user's dialed 8XX-NXX-XXXX calls to a toll carrier based on the dialed 8XX number.

Toll Free Database Query

5.4.3 End Office Switching

The End Office rate category provides the local end office switching functions necessary to complete the transmission of Switched Access communications to and from the end users served by the local end office.

Information Surcharge

1 The Company will mirror the ILEC's Rates as follows:

AT&T Ohio P.U.C.O. Tariff No. 20, Part 21, Section 1, Sheet 1

Cincinnati Bell P.U.C.O. Tariff No. 2, Page 8

United Telephone d/b/a Embard P.U.C.O. Tariff No. 1, Sheet 1

Verizon North P.U.C.O. Tariff No. 2, Sheet 1

Issued: August 12, 2008 Effective: August 16, 2008 Issued under authority of the Public Utilities Commission of Ohio,

Dated in Case No. 08-0891-TP-ACE

Issued by: Daniel Meldazis, Director Regulatory Affairs

PEERLESS NETWORK OF OHIO, LLC

225 W. Washington, Suite 1285

5.4 Rates and Charges (continued) 1

5.4.4 Switched Transport

Services related to the telephone traffic between the Company's central offices and a customer's point of presence.

Entrance Facility (Per DS1)

Monthly recurring

Nonrecurring

Direct Transport (Per DS1)
Dedicated Transport - Termination
Monthly recurring
Nonrecurring

Dedicated Transport - Facility, per mile Dedicated Tandem Port - per port Dedicated Trunk Port - per port Common Transport Access Order Charge Nonrecurring trunk charges

Tandem Switched Transport Termination per minute
Tandem Switched Transport Facility, per minute, per mile
Tandem Switching, per minute
Common Transport Multiplexing, per minute
Common Trunk Port, per minute
Interconnection charge, per minute

1 The Company will mirror the ILEC's Rates as follows:

AT&T Ohio P.U.C.O. Tariff No. 20, Part 21, Section 1, Sheet 1

Cincinnati Bell P.U.C.O. Tariff No. 2, Page 8 United Telephone d/b/a Embarg P.U.C.O. Tariff No. 1, Sheet 1

United Telephone d/b/a Embarq P.U.C.O. Tariff No. 1, Sheet 1 Verizon North P.U.C.O. Tariff No. 2, Sheet 1

Issued: August 12, 2008 Effective: August 16, 2008

Issued under authority of the Public Utilities Commission of Ohio,

Dated _____ in Case No. <u>08-0891-TP-ACE</u>

Issued by: Daniel Meldazis, Director Regulatory Affairs PEERLESS NETWORK OF OHIO, LLC

225 W. Washington, Suite 1285

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/12/2008 12:41:18 PM

in

Case No(s). 08-0891-TP-ACE

Summary: Tariff Revisions to Carrier to Carrier Tariff pages 14, 32 and 38-39. electronically filed by Mr. Patrick D. Crocker on behalf of Peerless Network of Ohio, LLC