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August 20, 2008

Ms. Renee Jenkins, Executive Secretary  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43266-0573

**e-FILED VIA DIS SYSTEM**

RE: Peerless Network of Ohio, LLC  
Final Tariff Filing  
Case No. 08-891-TP-ACE; 90-9358-TP-TRF

Dear Ms. Jenkins:

Enclosed herewith, for filing with the Commission, please find an original of the above captioned company's Proposed Market Area (PMA) List and Final Local Exchange Services P.U.C.O. Tariff No. 1, Interexchange Services P.U.C.O. Tariff No. 2, Carrier-to-Carrier (Access) Tariff P.U.C.O. Tariff No. 3.

Should you have any questions concerning this matter, please contact the undersigned.

Very truly yours,

  
CROCKER & CROCKER, P.C.

Patrick D. Crocker

PDC/tld

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Company Name: Peerless Network of Ohio, LLC Select All AT&T Ohio

dba: Select All United Telephone dba Embarq

Certificate Number: Select All Verizon North

Select All Cincinnati Bell

**Designate Proposed Market Area (PMA) by putting an "X" in appropriate boxes**

\* Hanover was inadvertently omitted from the exchange name which was updated on 9-6-06.

ILEC	COUNTY	EXCHANGE	PMA
Arcadia	HANCOCK	Arcadia	
Arthur Mutual	PAULDING	Arthur	
AT&T Ohio	ADAMS	Winchester	X
AT&T Ohio	ATHENS	Nelsonville	X
AT&T Ohio	BELMONT	Barnesville	X
AT&T Ohio	BELMONT	Bellaire	X
AT&T Ohio	BELMONT	Bethesda	X
AT&T Ohio	BELMONT	Martins Ferry-Bridgeport	X
AT&T Ohio	BELMONT	Somerton	X
AT&T Ohio	BELMONT	St. Clairsville	X
AT&T Ohio	BROWN	Aberdeen	X
AT&T Ohio	BROWN	Ripley	X
AT&T Ohio	BUTLER	Middletown	X
AT&T Ohio	BUTLER	Monroe	X
AT&T Ohio	BUTLER	Trenton	X
AT&T Ohio	CHAMPAIGN	Christiansburg	X
AT&T Ohio	CLARK	Donnelsville	X
AT&T Ohio	CLARK	Enon	X
AT&T Ohio	CLARK	Medway	X
AT&T Ohio	CLARK	New Carlisle	X
AT&T Ohio	CLARK	North Hampton	X
AT&T Ohio	CLARK	Pitchin	X
AT&T Ohio	CLARK	South Charleston	X
AT&T Ohio	CLARK	South Vienna	X
AT&T Ohio	CLARK	Springfield	X
AT&T Ohio	CLARK	Tremont City	X
AT&T Ohio	COLUMBIANA	Columbiana	X
AT&T Ohio	COLUMBIANA	East Liverpool	X
AT&T Ohio	COLUMBIANA	East Palestine	X
AT&T Ohio	COLUMBIANA	Leetonia	X
AT&T Ohio	COLUMBIANA	Lisbon	X
AT&T Ohio	COLUMBIANA	New Waterford	X
AT&T Ohio	COLUMBIANA	Rogers	X
AT&T Ohio	COLUMBIANA	Salem	X
AT&T Ohio	COLUMBIANA	Salineville	X
AT&T Ohio	COLUMBIANA	Wellsville	X
AT&T Ohio	COSHOCTON	Conesville	X
AT&T Ohio	COSHOCTON	Coshocton	X
AT&T Ohio	COSHOCTON	West Lafayette	X
AT&T Ohio	CUYAHOGA	Bedford	X
AT&T Ohio	CUYAHOGA	Berea	X
AT&T Ohio	CUYAHOGA	Brecksville	X
AT&T Ohio	CUYAHOGA	Chagrin Falls	X
AT&T Ohio	CUYAHOGA	Cleveland	X
AT&T Ohio	CUYAHOGA	Gates Mills	X
AT&T Ohio	CUYAHOGA	Hillcrest	X
AT&T Ohio	CUYAHOGA	Independence	X
AT&T Ohio	CUYAHOGA	Montrose [CUY]	X
AT&T Ohio	CUYAHOGA	North Royalton	X
AT&T Ohio	CUYAHOGA	Olmsted Falls	X
AT&T Ohio	CUYAHOGA	Strongsville	X
AT&T Ohio	CUYAHOGA	Terrace	X

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

AT&T Ohio	CUYAHOGA	Trinity	X
AT&T Ohio	CUYAHOGA	Victory	X
AT&T Ohio	ERIE	Bloomington	X
AT&T Ohio	ERIE	Castalia	X
AT&T Ohio	ERIE	Sandusky	X
AT&T Ohio	FAIRFIELD	Carroll	X
AT&T Ohio	FAIRFIELD	Lancaster	X
AT&T Ohio	FAIRFIELD	Rushville	X
AT&T Ohio	FAIRFIELD	Sugar Grove	X
AT&T Ohio	FAYETTE	Bloomington	X
AT&T Ohio	FAYETTE	Jeffersonville	X
AT&T Ohio	FAYETTE	Milledgeville	X
AT&T Ohio	FAYETTE	House	X
AT&T Ohio	FRANKLIN	Alton	X
AT&T Ohio	FRANKLIN	Canal Winchester	X
AT&T Ohio	FRANKLIN	Columbus	X
AT&T Ohio	FRANKLIN	Dublin	X
AT&T Ohio	FRANKLIN	Gahanna	X
AT&T Ohio	FRANKLIN	Grove City	X
AT&T Ohio	FRANKLIN	Groveport	X
AT&T Ohio	FRANKLIN	Harrisburg	X
AT&T Ohio	FRANKLIN	Hilliard	X
AT&T Ohio	FRANKLIN	Lockbourne	X
AT&T Ohio	FRANKLIN	New Albany	X
AT&T Ohio	FRANKLIN	Reynoldsburg	X
AT&T Ohio	FRANKLIN	Westerville	X
AT&T Ohio	FRANKLIN	Worthington	X
AT&T Ohio	GALLIA	Cheshire	X
AT&T Ohio	GALLIA	Gallipolis	X
AT&T Ohio	GALLIA	Guyan	X
AT&T Ohio	GALLIA	Rio Grande	X
AT&T Ohio	GALLIA	Vinton	X
AT&T Ohio	GEAUGA	Walnut	X
AT&T Ohio	GEAUGA	Burton	X
AT&T Ohio	GREENE	Chesterland	X
AT&T Ohio	GREENE	Beavercreek	X
AT&T Ohio	GREENE	Bellbrook	X
AT&T Ohio	GREENE	Bowersville	X
AT&T Ohio	GREENE	Cedarville	X
AT&T Ohio	GREENE	Fairborn	X
AT&T Ohio	GREENE	Jamestown	X
AT&T Ohio	GREENE	Spring Valley	X
AT&T Ohio	GREENE	Xenia	X
AT&T Ohio	GREENE	Yellow Springs-Clifton	X
AT&T Ohio	HANCOCK	Findlay	X
AT&T Ohio	HIGHLAND	Belfast	X
AT&T Ohio	HIGHLAND	Danville [HIG]	X
AT&T Ohio	HIGHLAND	Hillsboro	X
AT&T Ohio	HIGHLAND	Marshall	X
AT&T Ohio	HIGHLAND	Rainsboro	X
AT&T Ohio	HOCKING	Sugar Tree Ridge	X
AT&T Ohio	JEFFERSON	Murray City	X
AT&T Ohio	JEFFERSON	Mingo Junction	X
AT&T Ohio	JEFFERSON	Steubenville	X
AT&T Ohio	LAKE	Toronto	X
AT&T Ohio	LAKE	Leroy	X
AT&T Ohio	LAKE	Mentor	X
AT&T Ohio	LAKE	Painesville	X
AT&T Ohio	LAKE	Wickliffe	X
AT&T Ohio	LAKE	Willoughby	X

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AT&T Ohio	LAWRENCE	Arabia	X
AT&T Ohio	LAWRENCE	Irononton	X
AT&T Ohio	LUCAS	Holland	X
AT&T Ohio	LUCAS	Maumee	X
AT&T Ohio	LUCAS	Toledo	X
AT&T Ohio	LUCAS	Whitehouse	X
AT&T Ohio	MADISON	London	X
AT&T Ohio	MADISON	Sedalia	X
AT&T Ohio	MADISON	South Solon	X
AT&T Ohio	MADISON	West Jefferson	X
AT&T Ohio	MAHONING	Canfield	X
AT&T Ohio	MAHONING	Lowellville	X
AT&T Ohio	MAHONING	North Jackson	X
AT&T Ohio	MAHONING	North Lima	X
AT&T Ohio	MAHONING	Sebring	X
AT&T Ohio	MAHONING	Youngstown	X
AT&T Ohio	MIAMI	Fletcher-Lena	X
AT&T Ohio	MIAMI	Piqua	X
AT&T Ohio	MONROE	Beallsville	X
AT&T Ohio	MONROE	Clarington	X
AT&T Ohio	MONROE	Duffy	X
AT&T Ohio	MONROE	Graysville	X
AT&T Ohio	MONROE	Lewisville	X
AT&T Ohio	MONROE	Woodsfield	X
AT&T Ohio	MONTGOMERY	Centerville [MOT]	X
AT&T Ohio	MONTGOMERY	Dayton	X
AT&T Ohio	MONTGOMERY	Miamisburg-W. Carrollton	X
AT&T Ohio	MONTGOMERY	Vandalia	X
AT&T Ohio	MUSKINGUM	Dresden	X
AT&T Ohio	MUSKINGUM	Fultonham	X
AT&T Ohio	MUSKINGUM	Norwich	X
AT&T Ohio	MUSKINGUM	Philo	X
AT&T Ohio	MUSKINGUM	Zanesville	X
AT&T Ohio	PERRY	Coming	X
AT&T Ohio	PERRY	Glenford	X
AT&T Ohio	PERRY	New Lexington	X
AT&T Ohio	PERRY	Roseville	X
AT&T Ohio	PERRY	Shawnee	X
AT&T Ohio	PERRY	Somerset	X
AT&T Ohio	PERRY	Thornville	X
AT&T Ohio	PICKAWAY	New Holland	X
AT&T Ohio	PORTAGE	Atwater	X
AT&T Ohio	PORTAGE	Kent	X
AT&T Ohio	PORTAGE	Mantua	X
AT&T Ohio	PORTAGE	Mogadore	X
AT&T Ohio	PORTAGE	Ravenna	X
AT&T Ohio	PORTAGE	Rootstown	X
AT&T Ohio	SANDUSKY	Fremont	X
AT&T Ohio	SANDUSKY	Lindsey	X
AT&T Ohio	SENECA	Fostoria	X
AT&T Ohio	SENECA	New Riegel	X
AT&T Ohio	SENECA	Tiffin	X
AT&T Ohio	STARK	Alliance	X
AT&T Ohio	STARK	Canal Fulton	X
AT&T Ohio	STARK	Canton	X
AT&T Ohio	STARK	Hartsville	X
AT&T Ohio	STARK	Louisville	X
AT&T Ohio	STARK	Magnolia-Waynesburg	X
AT&T Ohio	STARK	Marlboro	X
AT&T Ohio	STARK	Massillon	X

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AT&T Ohio	STARK	Navarre	X
AT&T Ohio	STARK	North Canton	X
AT&T Ohio	STARK	Uniontown	X
AT&T Ohio	SUMMIT	Akron	X
AT&T Ohio	SUMMIT	Greensburg	X
AT&T Ohio	SUMMIT	Manchester [SUM]	X
AT&T Ohio	TRUMBULL	Girard	X
AT&T Ohio	TRUMBULL	Hubbard	X
AT&T Ohio	TRUMBULL	Kirtland	X
AT&T Ohio	TRUMBULL	Niles	X
AT&T Ohio	TRUMBULL	Sharon	X
AT&T Ohio	TUSCARAWAS	Gnadenhutten	X
AT&T Ohio	TUSCARAWAS	Newcomerstown	X
AT&T Ohio	TUSCARAWAS	Uhrichsville	X
AT&T Ohio	WARREN	Franklin	X
AT&T Ohio	WASHINGTON	Belpre	X
AT&T Ohio	WASHINGTON	Marietta	X
AT&T Ohio	WASHINGTON	New Matamoras	X
AT&T Ohio	WASHINGTON	Newport	X
AT&T Ohio	WAYNE	Dalton	X
AT&T Ohio	WOOD	Perrysburg	X
AT&T Ohio	WYANDOT	Upper Sandusky	X
Ayersville	DEFIANCE	Ayersville	
Bascom Mutual	SENECA	Bascom	
Benton Ridge	HANCOCK	Benton Ridge	
Benton Ridge	HENRY	New Bavaria	
Benton Ridge	PUTNAM	North Creek	
Buckland	AUGLAIZE	Buckland	
CC&S Telco	WILLIAMS	Cooney	
Century	ERIE	Birmingham	
Century	ERIE	Vermilion	
Century	LORAIN	Amherst	
Century	LORAIN	Avon	
Century	LORAIN	Avon Lake	
Century	LORAIN	Lorain	
Champaign	CHAMPAIGN	Terre Haute	
Champaign	CHAMPAIGN	Urbana	
Chillicothe	ROSS	Bainbridge [ROS]	
Chillicothe	ROSS	Bourneville	
Chillicothe	ROSS	Chillicothe	
Chillicothe	ROSS	Clarksburg	
Chillicothe	ROSS	Frankfort	
Chillicothe	ROSS	Hallsville	
Chillicothe	ROSS	Kingston	
Chillicothe	ROSS	Londonderry	
Chillicothe	ROSS	Massieville	
Chillicothe	ROSS	Richmondale	
Cincinnati Bell	BUTLER	Bethany-West Chester	X
Cincinnati Bell	BUTLER	Hamilton	X
Cincinnati Bell	BUTLER	Reily	X
Cincinnati Bell	BUTLER	Seven Mile	X
Cincinnati Bell	BUTLER	Shandon	X
Cincinnati Bell	CLERMONT	Bethel	X
Cincinnati Bell	CLERMONT	Clermont	X
Cincinnati Bell	CLERMONT	Little Miami	X
Cincinnati Bell	CLERMONT	Newtownsville	X
Cincinnati Bell	CLERMONT	Williamsburg	X
Cincinnati Bell	HAMILTON	Cincinnati	X
Cincinnati Bell	HAMILTON	Harrison	X
Columbus Grove	PUTNAM	Columbus Grove	

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Conneaut	ASHTABULA	Conneaut
Continental	PAULDING	Grover Hill
Continental	PUTNAM	Continental
Continental	PUTNAM	Miller City
Doylestown	WAYNE	Doylestown
Farmers Mutual	HENRY	Okolona
Fort Jennings	PUTNAM	Fort Jennings
Germantown	MONTGOMERY	Germantown
Glandorf	PUTNAM	Glandorf
Kalida	PUTNAM	Kalida
Little Miami	BROWN	Fayetteville
Little Miami	WARREN	Butler
McClure	HENRY	McClure
Middle Point Home	VAN WERT	Middle Point
Minford	SCIOTO	Minford
New Knoxville	AUGLAIZE	New Knoxville
Nova	ASHLAND	Nova
Nova	ASHLAND	Sullivan
Oakwood	PAULDING	Oakwood
Orwell	ASHTABULA	Colebrook
Orwell	ASHTABULA	Orwell
Orwell	ASHTABULA	Windsor
Orwell	HANCOCK	Mount Cory
Orwell	PUTNAM	Belmore
Orwell	PUTNAM	Gilboa
Orwell	PUTNAM	Leipsic
Orwell	PUTNAM	Pandora
Orwell	TRUMBULL	North Bloomfield
Ottoville Mutual	PUTNAM	Cloverdale
Ottoville Mutual	PUTNAM	Ottoville
Pattersonville	CARROLL	Pattersonville
Ridgeville	HENRY	Ridgeville Corners
Sherwood Mutual	DEFIANCE	Sherwood
Sycamore	SENECA	McCutcheonville
Sycamore	SENECA	Melmore
Sycamore	WYANDOT	Sycamore
Telephone Service Co	AUGLAIZE	Cridersville
Telephone Service Co	AUGLAIZE	Wapakoneta
United of Indiana	DARKE	Union City
United Telephone dba Embarq	ALLEN	Beaverdam
United Telephone dba Embarq	ALLEN	Bluffton
United Telephone dba Embarq	ALLEN	Cairo
United Telephone dba Embarq	ALLEN	Delphos
United Telephone dba Embarq	ALLEN	Elida
United Telephone dba Embarq	ALLEN	Gomer
United Telephone dba Embarq	ALLEN	Lafayette
United Telephone dba Embarq	ALLEN	Lima
United Telephone dba Embarq	ALLEN	Westminster
United Telephone dba Embarq	ASHTABULA	Andover
United Telephone dba Embarq	ASHTABULA	Jefferson
United Telephone dba Embarq	ASHTABULA	New Lyme
United Telephone dba Embarq	ATHENS	Glouster
United Telephone dba Embarq	AUGLAIZE	Waynesfield
United Telephone dba Embarq	CHAMPAIGN	North Lewisburg
United Telephone dba Embarq	CHAMPAIGN	Rosewood
United Telephone dba Embarq	CRAWFORD	Bucyrus
United Telephone dba Embarq	CRAWFORD	Chatfield
United Telephone dba Embarq	CRAWFORD	Lykens
United Telephone dba Embarq	CRAWFORD	New Winchester
United Telephone dba Embarq	DARKE	Ansonia

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

United Telephone dba Embarq	DARKE	Arcanum	X
United Telephone dba Embarq	DARKE	Bradford	X
United Telephone dba Embarq	DARKE	Gettysburg	X
United Telephone dba Embarq	DARKE	Greenville	X
United Telephone dba Embarq	DARKE	Hollansburg	X
United Telephone dba Embarq	DARKE	New Madison	X
United Telephone dba Embarq	DARKE	Rosburg	X
United Telephone dba Embarq	DARKE	Versailles	X
United Telephone dba Embarq	DEFIANCE	Defiance	X
United Telephone dba Embarq	DEFIANCE	Jewell	X
United Telephone dba Embarq	DELAWARE	Sunbury	X
United Telephone dba Embarq	FULTON	Archbold	X
United Telephone dba Embarq	FULTON	Lyons	X
United Telephone dba Embarq	FULTON	Metamora	X
United Telephone dba Embarq	FULTON	Swanton	X
United Telephone dba Embarq	FULTON	Wauseon	X
United Telephone dba Embarq	HARDIN	Ada	X
United Telephone dba Embarq	HARDIN	Alger	X
United Telephone dba Embarq	HARDIN	Dunkirk	X
United Telephone dba Embarq	HARDIN	Mount Victory	X
United Telephone dba Embarq	HARDIN	Ridgeway	X
United Telephone dba Embarq	HENRY	Deshler	X
United Telephone dba Embarq	HENRY	Florida	X
United Telephone dba Embarq	HENRY	Gerald	X
United Telephone dba Embarq	HENRY	Grelton-Malinta	X
United Telephone dba Embarq	HENRY	Hamler	X
United Telephone dba Embarq	HENRY	Holgate	X
United Telephone dba Embarq	HENRY	Liberty Center	X
United Telephone dba Embarq	HENRY	Napoleon	X
United Telephone dba Embarq	HOLMES	Big Prairie	X
United Telephone dba Embarq	HOLMES	Glenmont	X
United Telephone dba Embarq	HOLMES	Holmesville	X
United Telephone dba Embarq	HOLMES	Killbuck	X
United Telephone dba Embarq	HOLMES	Millersburg	X
United Telephone dba Embarq	HOLMES	Nashville	X
United Telephone dba Embarq	KNOX	Centerburg	X
United Telephone dba Embarq	KNOX	Danville [KNO]	X
United Telephone dba Embarq	KNOX	Fredericktown	X
United Telephone dba Embarq	KNOX	Gambier	X
United Telephone dba Embarq	KNOX	Martinsburg	X
United Telephone dba Embarq	KNOX	Mount Vernon	X
United Telephone dba Embarq	LICKING	Alexandria	X
United Telephone dba Embarq	LICKING	Croton	X
United Telephone dba Embarq	LICKING	Hebron	X
United Telephone dba Embarq	LICKING	Johnstown	X
United Telephone dba Embarq	LICKING	Pataskala	X
United Telephone dba Embarq	LICKING	Utica-Homer	X
United Telephone dba Embarq	LOGAN	Belle Center	X
United Telephone dba Embarq	LOGAN	Bellefontaine	X
United Telephone dba Embarq	LOGAN	De Graff	X
United Telephone dba Embarq	LOGAN	East Liberty	X
United Telephone dba Embarq	LOGAN	Huntsville	X
United Telephone dba Embarq	LOGAN	Rushsylvania	X
United Telephone dba Embarq	LOGAN	Russells Point	X
United Telephone dba Embarq	LOGAN	West Liberty	X
United Telephone dba Embarq	LOGAN	West Mansfield	X
United Telephone dba Embarq	LUCAS	Richfield Center-Berkey	X
United Telephone dba Embarq	LUCAS	Waterville	X
United Telephone dba Embarq	MAHONING	Berlin Center	X
United Telephone dba Embarq	MAHONING	Damascus	X

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United Telephone dba Embarq	MAHONING	North Benton	X
United Telephone dba Embarq	MARION	Caledonia	X
United Telephone dba Embarq	MERCER	Rockford	X
United Telephone dba Embarq	MORGAN	Chesterhill	X
United Telephone dba Embarq	MORGAN	McConnelsville	X
United Telephone dba Embarq	MORGAN	Pennsville	X
United Telephone dba Embarq	MORGAN	Reinersville-Hackney	X
United Telephone dba Embarq	MORGAN	Stockport	X
United Telephone dba Embarq	MORROW	Cardington	X
United Telephone dba Embarq	MORROW	Chesterville	X
United Telephone dba Embarq	MORROW	Johnsville	X
United Telephone dba Embarq	MORROW	Marengo	X
United Telephone dba Embarq	MORROW	Mount Gilead	X
United Telephone dba Embarq	MUSKINGUM	Adamsville	X
United Telephone dba Embarq	MUSKINGUM	Frazeytsburg	X
United Telephone dba Embarq	PERRY	Crooksville	X
United Telephone dba Embarq	PERRY	Junction City	X
United Telephone dba Embarq	PICKAWAY	Mount Sterling	X
United Telephone dba Embarq	PORTAGE	Lake Milton	X
United Telephone dba Embarq	PORTAGE	Wayland	X
United Telephone dba Embarq	PORTAGE	Windham	X
United Telephone dba Embarq	PREBLE	Camden	X
United Telephone dba Embarq	PREBLE	Eaton	X
United Telephone dba Embarq	PREBLE	Eldorado	X
United Telephone dba Embarq	PREBLE	New Paris	X
United Telephone dba Embarq	PREBLE	West Manchester	X
United Telephone dba Embarq	PUTNAM	Ottawa	X
United Telephone dba Embarq	RICHLAND	Adario	X
United Telephone dba Embarq	RICHLAND	Bellville	X
United Telephone dba Embarq	RICHLAND	Butler	X
United Telephone dba Embarq	RICHLAND	Lexington	X
United Telephone dba Embarq	RICHLAND	Lucas	X
United Telephone dba Embarq	RICHLAND	Mansfield	X
United Telephone dba Embarq	RICHLAND	Shelby	X
United Telephone dba Embarq	RICHLAND	Shiloh	X
United Telephone dba Embarq	SANDUSKY	Woodville	X
United Telephone dba Embarq	SENECA	Green Springs	X
United Telephone dba Embarq	SENECA	Old Fort	X
United Telephone dba Embarq	SHELBY	Anna	X
United Telephone dba Embarq	SHELBY	Botkins	X
United Telephone dba Embarq	SHELBY	Fort Loramie	X
United Telephone dba Embarq	SHELBY	Jackson Center	X
United Telephone dba Embarq	SHELBY	Sidney	X
United Telephone dba Embarq	TRUMBULL	Bristolville	X
United Telephone dba Embarq	TRUMBULL	Cortland	X
United Telephone dba Embarq	TRUMBULL	Greene	X
United Telephone dba Embarq	TRUMBULL	Hartford	X
United Telephone dba Embarq	TRUMBULL	Johnston	X
United Telephone dba Embarq	TRUMBULL	Kinsman	X
United Telephone dba Embarq	TRUMBULL	Newton Falls	X
United Telephone dba Embarq	TRUMBULL	Warren	X
United Telephone dba Embarq	UNION	Byhalia	X
United Telephone dba Embarq	UNION	Magnetic Springs	X
United Telephone dba Embarq	UNION	Marysville	X
United Telephone dba Embarq	UNION	Milford Center	X
United Telephone dba Embarq	UNION	Raymond	X
United Telephone dba Embarq	UNION	York Center	X
United Telephone dba Embarq	VAN WERT	Van Wert	X
United Telephone dba Embarq	VAN WERT	Venedocia	X
United Telephone dba Embarq	WARREN	Lebanon	X



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United Telephone dba Embarq	WARREN	Mason	X
United Telephone dba Embarq	WARREN	Morrow	X
United Telephone dba Embarq	WARREN	South Lebanon	X
United Telephone dba Embarq	WARREN	Waynesville	X
United Telephone dba Embarq	WASHINGTON	Bartlett	X
United Telephone dba Embarq	WAYNE	Apple Creek	X
United Telephone dba Embarq	WAYNE	Fredericksburg	X
United Telephone dba Embarq	WAYNE	Kidron	X
United Telephone dba Embarq	WAYNE	Marshallville	X
United Telephone dba Embarq	WAYNE	Orrville	X
United Telephone dba Embarq	WAYNE	Rittman	X
United Telephone dba Embarq	WAYNE	Shreve	X
United Telephone dba Embarq	WAYNE	Smithville	X
United Telephone dba Embarq	WAYNE	Sterling	X
United Telephone dba Embarq	WAYNE	Wooster	X
United Telephone dba Embarq	WILLIAMS	Stryker	X
United Telephone dba Embarq	WOOD	Bloomdale	X
United Telephone dba Embarq	WOOD	Cygnat	X
United Telephone dba Embarq	WOOD	Luckey	X
United Telephone dba Embarq	WOOD	Moline	X
United Telephone dba Embarq	WOOD	Portage	X
United Telephone dba Embarq	WOOD	Risingsun	X
United Telephone dba Embarq	WOOD	Stony Ridge	X
Vanlue	HANCOCK	Vanlue	
Vaughnsville	PUTNAM	Vaughnsville	
Verizon North	ADAMS	Manchester [ADA]	X
Verizon North	ADAMS	Peebles	X
Verizon North	ADAMS	Seaman	X
Verizon North	ADAMS	West Union	X
Verizon North	ALLEN	Spencerville	X
Verizon North	ASHLAND	Ashland	X
Verizon North	ASHLAND	Hayesville	X
Verizon North	ASHLAND	Loudonville	X
Verizon North	ASHLAND	Perrysville	X
Verizon North	ASHLAND	Polk	X
Verizon North	ASHLAND	Redhaw	X
Verizon North	ASHLAND	Savannah	X
Verizon North	ATHENS	Albany	X
Verizon North	ATHENS	Amesville	X
Verizon North	ATHENS	Athens	X
Verizon North	ATHENS	Guysville	X
Verizon North	ATHENS	New Marshfield	X
Verizon North	ATHENS	Shade	X
Verizon North	ATHENS	The Plains	X
Verizon North	AUGLAIZE	Minster	X
Verizon North	AUGLAIZE	New Bremen	X
Verizon North	AUGLAIZE	St. Marys	X
Verizon North	BELMONT	Flushing	X
Verizon North	BROWN	Decatur	X
Verizon North	BROWN	Georgetown	X
Verizon North	BROWN	Hamersville	X
Verizon North	BROWN	Higginsport	X
Verizon North	BROWN	Mount Orab	X
Verizon North	BROWN	Russellville	X
Verizon North	BUTLER	Sardinia	X
Verizon North	BUTLER	Morning Sun	X
Verizon North	CARROLL	Oxford	X
Verizon North	CARROLL	Carrollton	X
Verizon North	CARROLL	Dellroy	X
Verizon North	CARROLL	Harlem Springs	X

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Verizon North	CARROLL	Malvern	X
Verizon North	CARROLL	Mechanicstown	X
Verizon North	CHAMPAIGN	Mechanicsburg	X
Verizon North	CHAMPAIGN	Woodstock	X
Verizon North	CLARK	Catawba	X
Verizon North	CLERMONT	Felicity	X
Verizon North	CLINTON	Blanchester	X
Verizon North	CLINTON	Clarksville	X
Verizon North	CLINTON	Martinsville	X
Verizon North	CLINTON	New Burlington	X
Verizon North	CLINTON	New Vienna	X
Verizon North	CLINTON	Port William	X
Verizon North	CLINTON	Sabina	X
Verizon North	CLINTON	Wilmington	X
Verizon North	COLUMBIANA	East Rochester	X
Verizon North	COLUMBIANA	Hanoverton	X
Verizon North	COLUMBIANA	North Georgetown	X
Verizon North	COLUMBIANA	Winona	X
Verizon North	COSHOCTON	Cooperdale	X
Verizon North	COSHOCTON	Warsaw	X
Verizon North	CRAWFORD	Crestline	X
Verizon North	CRAWFORD	Galion	X
Verizon North	CRAWFORD	New Washington	X
Verizon North	DARKE	North Star	X
Verizon North	DARKE	Yorkshire	X
Verizon North	DEFIANCE	Hicksville	X
Verizon North	DEFIANCE	Ney	X
Verizon North	DELAWARE	Ashley	X
Verizon North	DELAWARE	Cheshire Center	X
Verizon North	DELAWARE	Delaware	X
Verizon North	DELAWARE	Kilbourne	X
Verizon North	DELAWARE	Ostrander	X
Verizon North	DELAWARE	Radnor	X
Verizon North	DELAWARE	Rathbone	X
Verizon North	ERIE	Berlin Heights	X
Verizon North	ERIE	Huron	X
Verizon North	ERIE	Kelleys Island	X
Verizon North	ERIE	Milan	X
Verizon North	FAIRFIELD	Amanda	X
Verizon North	FAIRFIELD	Baltimore	X
Verizon North	FAIRFIELD	Bremen	X
Verizon North	FAIRFIELD	Millersport	X
Verizon North	FAIRFIELD	Pleasantville	X
Verizon North	FULTON	Fayette	X
Verizon North	GUERNSEY	Byesville	X
Verizon North	GUERNSEY	Cambridge	X
Verizon North	HANCOCK	Arlington	X
Verizon North	HANCOCK	Jenera	X
Verizon North	HANCOCK	McComb	X
Verizon North	HANCOCK	Mount Blanchard	X
Verizon North	HANCOCK	Rawson	X
Verizon North	HANCOCK	Van Buren	X
Verizon North	HARDIN	Forest	X
Verizon North	HARRISON	Bowerston	X
Verizon North	HARRISON	Cadiz	X
Verizon North	HARRISON	Freeport	X
Verizon North	HARRISON	Jewett	X
Verizon North	HARRISON	Scio	X
Verizon North	HIGHLAND	Greenfield	X
Verizon North	HIGHLAND	Leesburg	X

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Verizon North	HIGHLAND	Lynchburg	X
Verizon North	HIGHLAND	Mowrystown	X
Verizon North	HIGHLAND	Sinking Spring	X
Verizon North	HOCKING	Laurelville	X
Verizon North	HOCKING	Logan	X
Verizon North	HOLMES	Berlin	X
Verizon North	HOLMES	Lakeville	X
Verizon North	HURON	Bellevue	X
Verizon North	HURON	Greenwich	X
Verizon North	HURON	Monroeville	X
Verizon North	HURON	New London	X
Verizon North	HURON	Norwalk	X
Verizon North	HURON	Wakeman	X
Verizon North	HURON	Willard	X
Verizon North	JACKSON	Jackson	X
Verizon North	JACKSON	Oak Hill	X
Verizon North	JACKSON	Wellston	X
Verizon North	JEFFERSON	Adena	X
Verizon North	JEFFERSON	Amsterdam	X
Verizon North	JEFFERSON	Bergholz	X
Verizon North	JEFFERSON	Brilliant	X
Verizon North	JEFFERSON	Dillonvale-Mt. Pleasant	X
Verizon North	JEFFERSON	Knoxville	X
Verizon North	JEFFERSON	Richmond	X
Verizon North	JEFFERSON	Smithfield	X
Verizon North	JEFFERSON	Tiltonsville	X
Verizon North	LAWRENCE	Chesapeake	X
Verizon North	LORAIN	Grafton	X
Verizon North	LORAIN	North Eaton	X
Verizon North	LORAIN	Oberlin	X
Verizon North	LORAIN	Wellington	X
Verizon North	LUCAS	Curtice-Oregon	X
Verizon North	LUCAS	Sylvania	X
Verizon North	MADISON	Resaca	X
Verizon North	MARION	Green Camp	X
Verizon North	MARION	Larue	X
Verizon North	MARION	Marion	X
Verizon North	MARION	Morral	X
Verizon North	MARION	Prospect	X
Verizon North	MARION	Waldo	X
Verizon North	MEDINA	Brunswick	X
Verizon North	MEDINA	Chatham	X
Verizon North	MEDINA	Homerville	X
Verizon North	MEDINA	Lodi	X
Verizon North	MEDINA	Medina	X
Verizon North	MEDINA	Seville	X
Verizon North	MEDINA	Sharon Center	X
Verizon North	MEDINA	Spencer	X
Verizon North	MEDINA	Valley City	X
Verizon North	MEDINA	Wadsworth	X
Verizon North	MEDINA	Westfield Center	X
Verizon North	MEIGS	Letart Falls	X
Verizon North	MEIGS	Pomeroy	X
Verizon North	MEIGS	Portland	X
Verizon North	MERCER	Celina	X
Verizon North	MERCER	Coldwater	X
Verizon North	MERCER	Fort Recovery	X
Verizon North	MERCER	Maria Stein	X
Verizon North	MERCER	Mendon	X
Verizon North	MIAMI	Laura	X

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Verizon North	MIAMI	Tipp City	X
Verizon North	MIAMI	Troy	X
Verizon North	MIAMI	West Milton	X
Verizon North	MONTGOMERY	Brookville	X
Verizon North	MONTGOMERY	Englewood	X
Verizon North	MONTGOMERY	Farmersville	X
Verizon North	MONTGOMERY	Liberty	X
Verizon North	MONTGOMERY	New Lebanon	X
Verizon North	MONTGOMERY	Phillipsburg	X
Verizon North	MONTGOMERY	Trotwood	X
Verizon North	MUSKINGUM	New Concord	X
Verizon North	NOBLE	Caldwell	X
Verizon North	NOBLE	Dexter City	X
Verizon North	NOBLE	Summerfield	X
Verizon North	OTTAWA	Elmore	X
Verizon North	OTTAWA	Genoa	X
Verizon North	OTTAWA	Marblehead	X
Verizon North	OTTAWA	Oak Harbor	X
Verizon North	OTTAWA	Port Clinton	X
Verizon North	OTTAWA	Put-In-Bay	X
Verizon North	PAULDING	Antwerp	X
Verizon North	PAULDING	Payne	X
Verizon North	PICKAWAY	Ashville	X
Verizon North	PICKAWAY	Circleville	X
Verizon North	PICKAWAY	Williamsport	X
Verizon North	PIKE	Beaver	X
Verizon North	PIKE	Idaho	X
Verizon North	PIKE	Piketon	X
Verizon North	PIKE	Waverly	X
Verizon North	PORTAGE	Garrettsville	X
Verizon North	PREBLE	Gratis	X
Verizon North	PREBLE	Lewisburg	X
Verizon North	PREBLE	West Alexandria	X
Verizon North	RICHLAND	Plymouth	X
Verizon North	SANDUSKY	Clyde	X
Verizon North	SANDUSKY	Gibsonburg	X
Verizon North	SANDUSKY	Helena	X
Verizon North	SCIOTO	Portsmouth	X
Verizon North	SENECA	Attica	X
Verizon North	SENECA	Bettsville	X
Verizon North	SENECA	Bloomville	X
Verizon North	SENECA	Republic	X
Verizon North	STARK	Beach City	X
Verizon North	STARK	Brewster	X
Verizon North	STARK	Minerva	X
Verizon North	STARK	Paris	X
Verizon North	STARK	Wilmot	X
Verizon North	SUMMIT	Montrose [SUM]	X
Verizon North	TUSCARAWAS	Baltic	X
Verizon North	TUSCARAWAS	Bolivar	X
Verizon North	TUSCARAWAS	Mineral City	X
Verizon North	TUSCARAWAS	New Philadelphia	X
Verizon North	TUSCARAWAS	Strasburg	X
Verizon North	TUSCARAWAS	Sugarcreek	X
Verizon North	UNION	Plain City	X
Verizon North	UNION	Richwood	X
Verizon North	VAN WERT	Convoy	X
Verizon North	VAN WERT	Ohio City	X
Verizon North	VAN WERT	Scott	X
Verizon North	VAN WERT	Willshire-Wren	X

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Verizon North	VINTON	McArthur	X
Verizon North	VINTON	Wilkesville	X
Verizon North	WASHINGTON	Barlow	X
Verizon North	WASHINGTON	Beverly	X
Verizon North	WASHINGTON	Lowell	X
Verizon North	WASHINGTON	Lower Salem	X
Verizon North	WASHINGTON	Watertown	X
Verizon North	WAYNE	Burbank	X
Verizon North	WAYNE	Congress	X
Verizon North	WAYNE	Creston	X
Verizon North	WAYNE	West Salem	X
Verizon North	WILLIAMS	Bryan	X
Verizon North	WILLIAMS	Edgerton	X
Verizon North	WILLIAMS	Edon	X
Verizon North	WILLIAMS	Evansport	X
Verizon North	WILLIAMS	Montpelier	X
Verizon North	WILLIAMS	Pioneer	X
Verizon North	WILLIAMS	West Unity	X
Verizon North	WOOD	Bowling Green	X
Verizon North	WOOD	Grand Rapids	X
Verizon North	WOOD	Haskins-Tontogany	X
Verizon North	WOOD	North Baltimore	X
Verizon North	WOOD	Pemberville	X
Verizon North	WOOD	Wayne-Bradner	X
Verizon North	WOOD	Weston	X
Verizon North	WYANDOT	Carey	X
Verizon North	WYANDOT	Harpster	X
Verizon North	WYANDOT	Nevada	X
Verizon North	WYANDOT	Wharton	X
Wabash Mutual	MERCER	Wabash	
Windstream Ohio	CHAMPAIGN	St. Paris	
Windstream Ohio	FULTON	Chesterfield	
Windstream Ohio	FULTON	Delta	
Windstream Ohio	FULTON	Neapolis	
Windstream Ohio	HARDIN	Kenton	
Windstream Ohio	LICKING	Granville	
Windstream Ohio	LICKING	Gratiot	
Windstream Ohio	LICKING	Hanover-Mame*	
Windstream Ohio	LICKING	Newark	
Windstream Ohio	LICKING	St. Louisville	
Windstream Ohio	LORAIN	Columbia Station	
Windstream Ohio	LORAIN	Elyria	
Windstream Ohio	MIAMI	Covington	
Windstream Ohio	MIAMI	Pleasant Hill	
Windstream Ohio	PAULDING	Paulding	
Windstream Western Reserve	ASHTABULA	Ashtabula	
Windstream Western Reserve	ASHTABULA	Austintown	
Windstream Western Reserve	ASHTABULA	Dorset	
Windstream Western Reserve	ASHTABULA	Geneva	
Windstream Western Reserve	ASHTABULA	Kingsville	
Windstream Western Reserve	ASHTABULA	Pierpont	
Windstream Western Reserve	ASHTABULA	Rock Creek	
Windstream Western Reserve	ASHTABULA	Trumbull	
Windstream Western Reserve	ATHENS	Coolville	
Windstream Western Reserve	BELMONT	Centerville [BEL]	
Windstream Western Reserve	BELMONT	Morristown	
Windstream Western Reserve	BELMONT	Powhatan Point	
Windstream Western Reserve	GEAUGA	Bainbridge [GEA]	

\* Hanover was inadvertently omitted from the exchange name which was updated on 9/6-06.

Proposed Market Area (PMA) for  
CLECs Provision of Local Service

Windstream Western Reserve	GEAUGA	Chardon	
Windstream Western Reserve	GEAUGA	East Claridon	
Windstream Western Reserve	GEAUGA	Huntsburg	
Windstream Western Reserve	GEAUGA	Middlefield	
Windstream Western Reserve	GEAUGA	Montville	
Windstream Western Reserve	GEAUGA	Newbury	
Windstream Western Reserve	GEAUGA	Parkman	
Windstream Western Reserve	GEAUGA	Russell	
Windstream Western Reserve	GEAUGA	Thompson	
Windstream Western Reserve	GUERNSEY	Cumberland	
Windstream Western Reserve	GUERNSEY	Fairview	
Windstream Western Reserve	GUERNSEY	Old Washington	
Windstream Western Reserve	GUERNSEY	Quaker City	
Windstream Western Reserve	HARRISON	Hopedale	
Windstream Western Reserve	JEFFERSON	Bloomingtondale	
Windstream Western Reserve	LAKE	Madison	
Windstream Western Reserve	LAKE	Perry	
Windstream Western Reserve	MEDINA	Hinckley	
Windstream Western Reserve	MEIGS	Chester	
Windstream Western Reserve	PORTAGE	Aurora	
Windstream Western Reserve	PORTAGE	Hiram	
Windstream Western Reserve	SUMMIT	Hudson	
Windstream Western Reserve	SUMMIT	Northfield	
Windstream Western Reserve	SUMMIT	Peninsula	
Windstream Western Reserve	SUMMIT	Richfield	
Windstream Western Reserve	SUMMIT	Twinsburg	
Windstream Western Reserve	TRUMBULL	Mesopotamia	
Windstream Western Reserve	WASHINGTON	Little Hocking	
X			

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LOCAL EXCHANGE SERVICES

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REGULATIONS AND SCHEDULE OF INTRASTATE CHARGES  
APPLYING TO LOCAL EXCHANGE SERVICE FURNISHED BY

**PEERLESS NETWORK OF OHIO, LLC**

THROUGHOUT THE STATE OF OHIO

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Effective: August 20, 2008

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Dated \_\_\_\_\_, in Case No. 08-0891-TP-ACE

Issued by: John Barnicle, CEO  
Peerless Network of Ohio, LLC  
225 W. Washington Street  
Suite 1285  
Chicago, IL 60606

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LOCAL EXCHANGE SERVICES

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**CHECK SHEET**

Pages inclusive of this tariff are effective as of the date shown. Original and revised pages, as named below, comprise all changes from the original tariff in effect on the date indicated.

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11	Original				
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LOCAL EXCHANGE SERVICES

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**EXPLANATION OF SYMBOLS, REFERENCE MARKS, AND ABBREVIATIONS OF  
TECHNICAL TERMS USED IN THIS TARIFF**

The following symbols shall be used in this tariff for the purpose indicated below:

- C - To signify changed regulation.
- D - To signify decreased rate.
- I - To signify increased rate.
- T - Textural Change.
- N - New rate or regulation.

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LOCAL EXCHANGE SERVICES

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**APPLICATION OF TARIFF**

This tariff sets forth the service offerings, rates, terms and conditions applicable to the furnishing of intrastate communications services by PEERLESS NETWORK OF OHIO, LLC to Customers within the local exchange service area defined herein. This tariff is effective only where an approved resale / interconnection agreement exists with the incumbent LEC currently serving such area.

PEERLESS NETWORK OF OHIO, LLC is subject to the commission's rules for minimum telephone service standards (MTSS) found in Chapter 4901:1-5 of the Administrative Code. Customers have certain rights and responsibilities under the MTSS and these safeguards can be found in the appendix to rule 4901:1-5-03 of the Administrative Code. These rights and responsibilities include complaint handling, ordering or changing service, service repair, payment of bills, and disconnection and reconnection of service.

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LOCAL EXCHANGE SERVICES

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**SECTION 1 – DEFINITIONS**

Certain terms used generally throughout this tariff are defined below.

Account Codes: Allows a User to allocate local calls to a digital, nonverified account code.

Advance Payment: Payment of all or part of a charge for special construction required before the start of service.

Authorized User: A person, firm, corporation or other entity that either is authorized by the Customer to use local exchange telephone service or is placed in a position by the Customer, either through acts or omissions, to use local exchange telephone service.

Call Forward Busy: Automatically routes incoming calls to a designated answering point when the called line is busy.

Call Forward No Answer: Automatically routes incoming calls to a designated answering point when the called line does not answer within a pre-specified number of rings.

Call Forward Variable: Automatically routes incoming calls to a designated answering point, regardless of whether the user's Station is idle or busy.

Call Hold: Allows the User to hold one call for any length of time provided that neither party goes On- Hook.

Call Park: Allows a User to "park" a call against their directory number within the business group and "unpark" the call from any other directory number. A business group consists of a series of Customer-defined telephone numbers.

Call Pickup: Allows a User to answer incoming calls to another Station line within a defined call pickup group. Call Pickup is provided as either Group Call Pickup, where predesignated groups can pickup each other's calls by activating an access code or a feature key, or Directed Call Pickup, where dialing a different access code followed by the extension number can retrieve any call.

Call Transfer/Consultation/Conference: Provides the capability to transfer or add a third party, using the same line.

Call Waiting: Provides the User with a burst of tone to indicate that another call is waiting. The second call can either be answered by flashing the switchhook or hanging up the phone and being rung back by the caller.

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LOCAL EXCHANGE SERVICES

---

**SECTION 1 – DEFINITIONS**

Call Waiting Cancel: Allows a User to cancel the Call Waiting feature on a per call basis by dialing a specific two-digit code.

Calling Number Delivery: Identifies the 10-digit number of the calling party.

Calling Number Delivery Blocking: Blocks the delivery of the number to the called party on a per call or per line basis.

Class of Service (COS): Used to prevent a Station from dialing certain codes and numbers.

Company: PEERLESS NETWORK OF OHIO, LLC, which is the issuer of this tariff.

Commission: The Public Utilities Commission of Ohio.

Conference/Six-Way: The User can sequentially call up to five other people and add them together to make up a six-way call.

Customer: The person, firm, corporation or other entity, which orders service and is responsible for the payment of charges and for compliance with the Company's tariff regulations.

Customer Group Dialing Plan: A dialing scheme shared by the members of a Customer group, such as 4 digit internal dialing.

Dial Pulse (DP): The pulse type employed by rotary dial Station sets.

Direct Inward Dialing (DID): A service attribute that routes incoming calls directly to Stations, by-passing a central answering point.

Do Not Disturb: Allows the User to prevent incoming calls from ringing its line by diverting them to a tone or a recorded announcement that informs the caller that the User is not accepting calls at this time.

Dual Tone Multi-Frequency ("DTMF"): The pulse type employed by tone dial Station sets.

Hunting: Routes a call to an idle Station line. With Serial Hunting, calls to a member of a hunt group will search from that point to the end of the group and stop.

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---

LOCAL EXCHANGE SERVICES

---

**SECTION 1 – DEFINITIONS**

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

Joint User: A person, firm or corporation designated by the Customer as a user of local exchange service furnished to the Customer by the Company, and to whom a portion of the charges for such facilities are billed under a joint use arrangement.

LATA: A local access and transport area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services.

Least Idle Trunk Selection (LIDL): LIDL trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the shortest period of time.

Local Calling: A completed call or telephonic communication between a calling Station and any other station within the local service area of the calling Station.

Local Exchange Carrier: Any individual, partnership, association, joint-stock company, trust governmental entity or corporation engaged in the provision of local exchange telephone service.

Mbps: Megabits, or million of Bits, per second.

Message Waiting: This feature provides an indication to a Station User that a message is waiting. Indications may be visual (lamp) or audible (stuttered dial tone).

Most Idle Trunk Selection (MIDL): MIDL Trunk selection occurs when a switching unit selects from a Trunk group the Trunk that has been idle for the longest period of time.

Multiple Appearance Directory Numbers: A directory number that is assigned more than once to one or more Proprietary Business Sets.

Multi-Frequency ("MF"): An inter-machine pulse-type used for signaling between telephone switches or between telephone switches and PBX/key systems.

Nonrecurring Charges: The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Customer becomes liable at the time the Service Order is executed.

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Peerless Network of Ohio, LLC  
225 W. Washington Street  
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Chicago, IL 60606

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LOCAL EXCHANGE SERVICES

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**SECTION 1 – DEFINITIONS**

Off-Hook: The term “off-hook” denotes the active condition of a telephone exchange service line.

On-Hook: The term “on-hook” denotes the idle condition of a telephone exchange service line.

Originating Off-Net: A call terminating on and placed via non-company owned or leased facilities.

Originating On-Net: A call terminating on and placed via company owned or company leased facilities.

Recurring Charges: The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

Presubscription: Presubscription is an arrangement whereby an end user may select and designate to the Telephone Company an interexchange carrier (IXC) to access, without an access code, for toll calls. This IXC is referred to as the end user’s predesignated IXC.

Service Commencement Date: The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer’s refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Commencement Date is the date of the Customer’s acceptance of service. The parties may mutually agree on a substitute Service Commencement Date.

Service Order: A request for local exchange service by the Customer in a format specified by the Company. Service Orders shall contain or reference the name and address of the Customer, a specific description of the services ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff. The Customer may initiate a Service Order by telephone, e-mail or other electronic means, or in writing, however, the Company reserves the right to require that the Customer prior to initiating service execute Service Orders.

Services: The Company’s telecommunications services offered on the Company’s network.

Speed Call: Provides a User with the option to call selected directory numbers by dialing a one or two-digit code.

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LOCAL EXCHANGE SERVICES

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**SECTION 1 – DEFINITIONS**

Station: Telephone equipment from or to which calls are placed.

Trunk: A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.

User: A Customer or any other person authorized by the Customer to use service provided under this tariff.

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LOCAL EXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.1 Undertaking of the Company****2.1.1 Scope**

The Company undertakes to furnish communications service in connection with one-way and/or two-way information transmission between points within the State of Ohio under the terms of this tariff.

Customers may use services and facilities provided under this tariff to obtain access to services offered by other service providers. The Company is responsible under this tariff only for the services and facilities provided herein, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

**2.1.2 Shortage of Equipment or Facilities**

2.1.2.1 The Company reserves the right to limit or allocate the use of existing facilities, or of additional facilities offered by the Company when necessary because of lack of facilities or due to some other cause beyond the Company's control.

2.1.2.2 The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the facilities the Company may obtain from other carriers, from time to time, to furnish service as required at the sole discretion of the Company.

**2.1.3 Terms and Conditions**

2.1.3.1 Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have 30 days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.

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LOCAL EXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.1.3 Terms and Conditions (continued)**

2.1.3.2 Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.

2.1.3.3 At the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon 30 days written notice. Any termination shall not relieve Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations that by their nature extend beyond the termination of the term of the Service Order shall survive such termination.

2.1.3.4 This tariff shall be interpreted and governed by the laws of the State of Ohio without regard of the State's choice of laws provision.

2.1.3.5 Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.

2.1.3.6 The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business. Nothing in this provision shall be construed to be inconsistent with number portability requirements.

2.1.3.7 The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to section 2.1.3.8 below.

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LOCAL EXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.1.3 Terms and Conditions (continued)**

2.1.3.8 The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

**2.1.4 Liability of the Company**

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

2.1.4.1 The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption and any other remedies specified by the Commission pursuant to the Minimum Telephone Service Standards Section 4901:1-5 of the Ohio Administrative Code.

2.1.4.2 The Company shall not be liable or responsible for any special, consequential, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.

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**SECTION 2 – REGULATIONS**

- 2.1.4.3 The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties. Credits for interruptions will be given in accordance with the Minimum Telephone Service Standards as codified in § 4901:1-5 of the Ohio Administrative Code. The Company may apply for an act of God waiver in accordance with Rule 4901:1-5 of the Ohio Administrative Code.
- 2.1.4.4 The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- 2.1.4.5 The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company, which may be installed at premises of the Company, nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- 2.1.4.6 The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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LOCAL EXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

2.1.4.7 The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.

2.1.4.8 The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1".

2.1.4.9 THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

2.1.5 Notification of Service-Affecting Activities

The Company will provide the Customer reasonable notification of service-affecting activities 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 notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

2.1.6 Provision of Equipment and Facilities

2.1.6.1 The Company shall install new service in accordance with Ohio Administrative Code, Rule 4901:1-5.

2.1.6.2 Repair appointments and commitments shall comply with Ohio Administrative Code, Rule 4901:1-5.

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**SECTION 2 – REGULATIONS**

2.1.6.3 The Company shall use reasonable efforts to maintain facilities 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 installed by the Company, except upon the written consent of the Company.

2.1.6.4 Equipment installed 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.

2.1.6.5 The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:

- (a) the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
- (b) the reception of signals by Customer provided equipment; or
- (c) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

2.1.7 Non-routine Installation

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but at the Customer's request extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

2.1.8 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains in the Company, its agents or contractors.

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LOCAL EXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.1.9 Telecommunications Service Priority**

The Telecommunications Service Priority System is the regulatory, administrative and operational system authorizing and providing for priority treatment, to provide and restore National Security Emergency Preparedness Telecommunications service. Under the rules of the Telecommunications Service Priority System, The telephone company is authorized and required to provide and restore services with Telecommunications Service Priority assignments before services without such assignments. The provision and restoration of Telecommunications Service Priority System services shall be in compliance with Part 64, Appendix A, of the Federal Communications Commission's Rules and Regulations, the guidelines set forth in the Telecommunications Service Priority for National Security Emergency Preparedness Service User Manual and Service Vendor Handbook.

**2.2 Prohibited Uses**

2.2.1 The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

2.2.2 The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

**2.3 Obligations of the Customer****2.3.1 General**

The Customer shall be responsible for:

- (a) the payment of all applicable charges pursuant to this tariff;
- (b) reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be subrogated to the Company's right of recovery of damages to the extent of such payment.

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LOCAL EXCHANGE SERVICES

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**SECTION 2 – REGULATIONS**

- (c) providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- (d) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide local exchange service to the Customer from the cable building entrance or property line to the location of the equipment space described in 2.3.1(c). Any costs associated with obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer. The Company may require the Customer to demonstrate its compliance with this section prior to accepting an order for service;
- (e) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- (f) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;

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LOCAL EXCHANGE SERVICES

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**SECTION 2 – REGULATIONS****2.3.1 General (continued)**

- (g) not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- (h) making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

**2.3.2 Claims**

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- (a) any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- (b) any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

**2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

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